307512

RECORDED Oct. 29 2004 8:30 AM
IN BOOK 129 P16 PAGE 1
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Smith

CORRECTIVE ASSIGNMENT

WHEREAS, on March 27, 2002, but effective January 1, 2002, ST OIL COMPANY, a Nevada corporation, with offices at 1801 Broadway, Suite 600, Denver, Colorado 80202, ("Assignor"), executed and delivered an Assignment and Bill of Sale ("Assignment") to SHELL ROCKY MOUNTAIN PRODUCTION LLC, a limited liability company, with offices at 200 North Dairy Ashford, Houston, Texas 77079 ("Assignee"), recorded in Book 121 O&G, Page 444 of the Sublette County, Wyoming records.

In that Assignment, Assignor assigned to Assignee its interest in and to the following described real property, including but not limited to machinery, equipment, fixtures and personal property associated with or used in connection with the operation of the subject lease ("Lease"):

Lessor:	Brandt M. Jensen and Josephine Jensen, Leo J. Jensen and Eva Jensen
Lessee:	Leonard Hay
Lease Date:	July 1, 1975
Recorded:	Book 58 O&G, Page 626
Description:	Township 31 North, Range 109 West, 6th P.M. Section 10: NE/4SE/4, S/2SE/4 Section 11: Lots 2, 3, 4, 5, 6, 7, W/2NE/4, NW/4SW/4 Section 14: Lots 1, 2, NE/4NW/4 Section 15: Lots 1 and 2 Also all of the bed of the New Fork River mean high water and medial lines thereof, and appurtenant to Lots 2, 3, 4, 5, 6, and 7, 11, Lots 1 and 2 of Section 14, and Lots 1 and 15, T31N, R109W, 6th P.M. Sublette County, Wyoming.

WHEREAS an error was made in describing the lands covered by the above described Lease, in the above referenced Assignment, and the Assignor desires to correct said error.

In Consideration of the premises and for the purpose of correcting the said "Lease" description, the undersigned does hereby stipulate and agree that the referenced Assignment is hereby amended to convey, transfer, and assign all of its right title and interest in the above referenced Lease described as follows:

Lessor:	Brandt M. Jensen and Josephine Jensen, Leo J. Jensen and Eva Jensen
Lessee:	Leonard Hay
Lease Date:	July 1, 1975
Recorded:	Book 58 O&G, Page 626
Description:	Township 31 North, Range 109 West, 6th P.M. Section 10: NE/4SE/4, S/2SE/4 Section 11: Lots 2, 3, 4, 5, 6, 7, W/2NE/4, NW/4SW/4, S/2NW Section 14: Lots 1, 2, NE/4NW/4 Section 15: Lots 1 and 2 Also all of the bed of the New Fork River mean high water and medial lines thereof, and appurtenant to Lots 2, 3, 4, 5, 6, and 7, 11, Lots 1 and 2 of Section 14, and Lots 1 and 15, T31N, R109W, 6th P.M. Sublette County, Wyoming.

NOW THEREFORE, the aforesaid Assignment as corrected hereby is hereby confirmed and ratified and shall remain in full force and effect and shall be binding upon the parties thereto, their respective heirs, devisees, successors and assigns.

This Corrective Assignment is executed by Assignor and Assignee as of the date of the acknowledgment of their signatures below, but is effective January 1, 2002.

Jensen 4/7/2004

1

ASSIGNEE:

SHELL ROCKY MOUNTAIN PRODUCTION LLC

By: B.O. Eubanks
Name: B.O. EUBANKS
Title: ATTORNEY-IN-FACT

ASSIGNOR:

ST OIL COMPANY

By: Sallie S. Tippe
Name Sallie S. Tippe
Title: Vice President

STATE OF Texas)
)SS.
COUNTY OF Harris)

The forgoing instrument was acknowledged before me this 20th day of April, 2004, by B.O. Eubanks as Attorney-in-Fact of Shell Rocky Mountain Production LLC, a Delaware limited liability company, on behalf of such company.

WITNESS my hand and official seal.

GAYLE KACAL
Notary Public, State of Texas
My Commission Expires
June 14, 2007

My commission expires: 6-14-2007

Gayle Kacal
Notary Public

STATE OF CO)
)SS.
COUNTY OF Denver)

The forgoing instrument was acknowledged before me this 14th day of April, 2004, by Sallie S. Tippe as Vice Pres. of ST Oil Company a Nevada corporation on behalf of such company.

WITNESS my hand and official seal.

My commission expires: _____

My Commission expires 7.007

My Commission

My Commission expires July 1, 2007

Pamela K Reed
Notary Public

307513

RECORDED Oct. 29 2004 3:50 PM
IN BOOK 129 O&G PAGE 63
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By

CORRECTIVE ASSIGNMENT

WHEREAS, on March 27, 2002, but effective January 1, 2002, III EXPLORATION II, LP, An Idaho limited partnership, with offices at 555 South Cole Road, P.O. Box 7608, Boise, Idaho 83707, ("Assignor"), executed and delivered an Assignment and Bill of Sale ("Assignment") to SHELL ROCKY MOUNTAIN PRODUCTION LLC, a limited liability company, with offices at 200 North Dairy Ashford, Houston, Texas 77079 (" Assignee"), recorded in Book 121 O&G, Page 439 of the Sublette County, Wyoming records.

In that Assignment, Assignor assigned to Assignee its interest in and to the following described real property, including but not limited to machinery, equipment, fixtures and personal property associated with or used in connection with the operation of the subject lease ("Lease"):

Lessor:	Brandt M. Jensen and Josephine Jensen, Leo J. Jensen and Eva Jensen
Lessee:	Leonard Hay
Lease Date:	July 1, 1975
Recorded:	Book 58 O&G, Page 626
Description:	Township 31 North, Range 109 West, 6th P.M. Section 10: NE/4SE/4, S/2SE/4 Section 11: Lots 2, 3, 4, 5, 6, 7, W/2NE/4, NW/4SW/4 Section 14: Lots 1, 2, NE/4NW/4 Section 15: Lots 1 and 2 Also all of the bed of the New Fork River mean high water and medial lines thereof, and appurtenant to Lots 2, 3, 4, 5, 6, and 7, 11, Lots 1 and 2 of Section 14, and Lots 1 and 15, T31N, R109W, 6th P.M. Sublette County, Wyoming.

WHEREAS an error was made in describing the lands covered by the above described I ease, in the above referenced Assignment, and the Assignor desires to correct said error.

In Consideration of the premises and for the purpose of correcting the said "Lease" description, the undersigned does hereby stipulate and agree that the referenced Assignment is hereby amended to convey, transfer, and assign all of its right title and interest in the above referenced Lease described as follows:

Lessor:	Brandt M. Jensen and Josephine Jensen, Leo J. Jensen and Eva Jensen
Lessee:	Leonard Hay
Lease Date:	July 1, 1975
Recorded:	Book 58 O&G, Page 626
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NOW THEREFORE, the aforesaid Assignment as corrected hereby is hereby confirmed and ratified and shall remain in full force and effect and shall be binding upon the parties thereto, their respective heirs, devisees, successors and assigns.

This Corrective Assignment is executed by Assignor and Assignee as of the date of the acknowledgment of their signatures below, but is effective January 1, 2002.

Jensen 4/7/2004

ASSIGNEE:

SHELL ROCKY MOUNTAIN PRODUCTION LLC

By: B.O. Eubanks
Name: **B.O. Eubanks**
Title: **Attorney-in-Fact**

ASSIGNOR:

III EXPLORATION II, LP

By: Wm. C Glynn
Name Wm. C. Glynn
Title: President

STATE OF Texas)
)SS.
COUNTY OF Harris)

The forgoing instrument was acknowledged before me this 21st day of April, 2004, by B.O. Eubanks as Attorney-in-Fact of Shell Rocky Mountain Production LLC, a Delaware limited liability company, on behalf of such company.

WITNESS my hand and official seal.

My commission expires: 6-14-07

GAYLE KACAL
Notary Public, State of Texas
My Commission Expires
June 14, 2007

Gayle Kacal
Notary Public

STATE OF Idaho)
)SS.
COUNTY OF Ada)

The forgoing instrument was acknowledged before me this 13th day of April, 2004, by William C Glynn as President of III Exploration II, L.P. a Limited partnership on behalf of such partnership

WITNESS my hand and official seal.

My commission expires: Nov 9, 2006

D. Kent Little
Notary Public

D. KENT LITTLE
NOTARY
PUBLIC
STATE OF IDAHO

Jensen 4/7/2004

Form 3100-11
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

4014

Serial No.
WYW118158

OFFER TO LEASE AND LEASE FOR OIL AND GAS

The undersigned *(reverse)* offers to lease all or any of the lands in Item 2 that are available for lease pursuant to the Mineral Leasing Act of 1920, as amended and supplemented (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands of 1947, as amended (30 U.S.C. 351-359), the Attorney General's Opinion of April 2, 1941 (40 Op. Atty. Gen. 41), or the

READ INSTRUCTIONS BEFORE COMPLETING

1. Name ONAGER ENTERPRISES
Street Contract Station 6, P.O. Box 117, 1525 Sherman Street
City, State, Zip Code Denver, Colorado 80203

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)
Surface managing agency if other than BLM: _____ Unit/Project _____
Legal description of land requested: *Parcel No.: WY-8910-711 *Sale Date (m/d/y): 10 / 03 / 89
*SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.
T. 31 North R. 108 West Meridian 6th P.M. State Wyoming County Sublette

Section 7: NE¼NE¼, S½NE¼, SE¼
Section 8: S½NW¼, SW¼, SW¼SE¼
Section 17: N½, SE¼
Section 20: E½
Section 21: All

Amount remitted: Filing fee $ 75.00 Rental fee $ 3000.00 Total acres applied for 2000.000
Total $ 3075.00

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. R. Meridian State County

SEE ATTACHED

307535

RECORDED Nov. 1 2004 3:00 PM
IN BOOK 129046 PAGE 4
FEES $ 29.00 Mary L. Gay COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Kathy Scott

Total acres in lease _____
Rental retained $ _____

This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas *(except helium)* in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

☒ Noncompetitive lease (ten years)

☐ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA
by Theresa D. Stevens
ACTING (Signing Officer)
SUPERVISORY LAND LAW EXAMINER NOV 06 1989
(Title) (Date)
EFFECTIVE DATE OF LEASE DEC 01 1989

(Continued on reverse)

FOR LESSEE

4A

5

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect in either public domain or acquired lands do not exceed 246,080 acres in Federal oil and gas leases in the same State, of which not more than 200,000 acres are held under option, or 300,000 acres in leases and 200,000 acres in options in either leasing District in Alaska; (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments. 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Duly executed this 4th day of October, 19 89.

ONAGER ENTERPRISES

John F. Kelly

(Signature of Lessee or Attorney-in-fact)

John F. Kelly, Attorney-in-fact for Onager Enterprises

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease, $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for primary term; thereafter $2.00;
(c) Other, see attachment, or

as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or

as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

☆ GOVERNMENT PRINTING OFFICE 1988 - 201-944 (15/84768

[redacted] [redacted] [redacted]

WYW118158 2000.000 Acres
T.0310N, R.1080W, 06th PM, WY
sec. 007 NENE,S2NE,SE;
008 S2NW,SW,SWSE;
017 N2,SE;
020 E2;
021 ALL;
Sublette County

WYW118158

1. SURFACE DISTURBANCE STIPULATION (used on all leases)

Surface disturbance will be prohibited in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

a. Slopes in excess of 25 percent.

b. Within important scenic areas (Class I and II Visual Resource Management areas).

c. Within 500 feet of surface water and/or riparian areas.

d. Within a quarter mile or visual horizon (whichever is closer) of significant sites along historic trails.

e. Construction with frozen material or during periods when the soil material is saturated, frozen, or when watershed damage is likely to occur.

GUIDANCE:

The SURFACE DISTURBANCE STIPULATION will be included on all BLM authorizations. The intent of this stipulation is to inform interested parties (potential lessees, permittees, operators) that, when one or more of the five (a through e) environmental conditions exist, surface disturbing activities will be prohibited unless or until the permittee or his designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water). "Significant sites along historic trails," refer to those trail segments and sites which have been enrolled in or are eligible for enrollment in the National Register of Historic Places. These decisions, where possible, should be documented in the land use planning documents.

Modification or waiver of this stipulation must allow for additional requirements to be applied on a site specific basis, if necessary to mitigate the impacts of concern. Waiver of this stipulation must be based upon demonstration, through environmental analysis, plans of development, plans of operation, Application for Permit to Drill (APD) processing, etc., that the adverse affects will be mitigated or avoided.

[redacted] [redacted] [redacted]

2. WILDLIFE STIPULATION

WYW118158

a. To protect important big game ungulate winter habitat, drilling and other surface disturbing activity will not be allowed during the period from November 15 to April 30 within certain areas encompassed by this lease.

GUIDANCE:

The WILDLIFE STIPULATION is intended to provide two basic types of protection, seasonal restriction (a and b) and no surface occupancy (c). A legal description will ultimately be required and should be measurable and legally definable. There are no minimum subdivision requirements at this time. The area delineated can and should be refined as necessary based upon current biological data at the time the APD or Sundry Notice is processed. It should eventually become a condition for approval in these permits.

The seasonal restriction section of the stipulation identifies three groups of species and delineates two similar timeframe restrictions. These two restrictions are big game ungulate and raptors/grouse. The big game ungulates including elk, moose, deer, antelope, and big horn sheep all require protection of crucial winter range between November 15 and April 30. Sage and sharp-tailed grouse and raptors such as eagles, accipiters, falcons, buteos, osprey, burrowing owls, also require nesting protection during periods between February 1 and July 31.

The no surface occupancy section of the stipulation is intended for protection of unique wildlife and wildlife habitat values (e.g., sage grouse strutting grounds, known threatened and endangered species habitat, etc.) which cannot be protected using seasonal restrictions.

WYW118158

2. WILDLIFE STIPULATION

b. To protect important raptor and/or sage and sharp-tailed grouse nesting habitat, drilling and other surface disturbing activity will not be allowed during the period from February 1 to July 31 within certain areas encompassed by this lease. This limitation does not apply to maintenance and operation of producing wells. Modifications to this limitation in any year may be approved in writing by the Authorized Officer.

GUIDANCE:

The WILDLIFE STIPULATION is intended to provide two basic types of protection, seasonal restriction (a and b) and no surface occupancy (c). A legal description will ultimately be required and should be measurable and legally definable. There are no minimum subdivision requirements at this time. The area delineated can and should be refined as necessary based upon current biological data at the time the APD or Sundry Notice is processed. It should eventually become a condition for approval in these permits.

The seasonal restriction section of the stipulation identifies three groups of species and delineates two similar timeframe restrictions. These two restrictions are big game ungulate and raptors/grouse. The big game ungulates including elk, moose, deer, antelope, and big horn sheep all require protection of crucial winter range between November 15 and April 30. Sage and sharp-tailed grouse and raptors such as eagles, accipiters, falcons, buteos, osprey, burrowing owls, also require nesting protection during periods between February 1 and July 31.

The no surface occupancy section of the stipulation is intended for protection of unique wildlife and wildlife habitat values (e.g., sage grouse strutting grounds, known threatened and endangered species habitat, etc.) which cannot be protected using seasonal restrictions.

[redacted] [redacted] [redacted]

WYW 118158

3. SPECIAL RESOURCE PROTECTION STIPULATION

f. In order to protect the occupied dwellings, the District Manager reserves the right to prohibit surface disturbance within 1/4 mile of the occupied dwellings, wherever they appear on the lease. This limitation does not apply to operation and maintenance of producing wells. Modifications to this limitation may be approved in writing by the Authorized Officer.

GUIDANCE:

The SPECIAL RESOURCE PROTECTION STIPULATION is intended for use only in the few very specialized, site-specific situations where one of the other three general stipulations will not adequately address the concern. The resource value, location, and specific restriction must be clearly identified. A detailed plan addressing mitigation and special restrictions on development will be required prior to development and will become a condition for approval in the Application for Permit to Drill or Sundry Notice.

NOTICE TO LESSEE

Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201 (a)(2)(A), requires that any entity that holds and has held a Federal coal lease for 10 years beginning on or after August 4, 1976, and who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other mineral lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.

In accordance with the terms of this oil and gas lease, with respect to compliance by the initial lessee with qualifications concerning Federal coal lease holdings, all assignees and transferees are hereby notified that this oil and gas lease is subject to cancellation if: (1) the initial lessee as assignor or as transferor has falsely certified compliance with Section 2(a)(2)(A) or (2) because of a denial or disapproval by a State Office of a pending coal action, i.e., arms-length assignment, relinquishment, or logical mining unit, the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A). The assignee, sublessee, or transferee does not qualify as a bona fide purchaser and, thus, has no rights to bona fide purchaser protection in the event of cancellation of this lease due to noncompliance with Section 2(a)(2)(A).

Information regarding assignor, sublessor, or transferor compliance with Section 2(a)(2)(A) is contained in the lease case file as well as in other Bureau of Land Management records available through the State Office issuing this lease.

Form: 3000-3
(June 1988)

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-118158

Lease Effective Date
(Anniversary Date)
~~11-06-89~~ 12-01-89

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

CNG PRODUCING COMPANY 100%
1450 Poydras Street
New Orleans, LA 70112

Pinedale
L0105568

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

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

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

2. This assignment conveys the following interest:

Land Description (Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.)	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North - Range 108 West Sec 7 NENE, S/2NE, SE 8 S/2NW, SW, SWSE 17 N/2, SE 20 E/2 21 All 2,000.00 acres Sublette County, Wyoming	100%	100%	0	0	0

307536

RECORDED Nov. 1 2004 3:00 PM
IN BOOK 129046 PAGE 12
FEES $ 11.00 [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 for land description indicated on reverse of this form.

Assignment approved effective AUG 1 1990

/S/ BEVERLY J. POTEET

(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

SEP 13 1990
(Date)

FOR ASSIGNEE

12

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 16th day of July, 19 90

Name of Assignor as shown on current lease ONAGER ENTERPRISES
Please type or print

Assignor _____ (Signature)
or
Attorney-in-fact John F. Kelly (Signature)
Contract Supv
1525 Sherman St
(Assignor's Address)
Denver Co 80203
(City) (State) (Zip Code)

Executed this 18 day of June, 19 90

CNG PRODUCING COMPANY

Assignee _____ (Signature)
or
Attorney-in-fact Gordon L. Wogan (Signature)
Gordon L. Wogan
Agent & Attorney-in-fact

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.

307537

RECORDED Apr 1 2004 3:10 PM
IN BOOK 129046 PAGE 14
FEES $14.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
[illegible]

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

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

THAT, this Assignment, Bill of Sale and Conveyance ("Assignment") is from Vrooman Energy, L. L. C., herein after referred to as "Assignor", whose mailing address is 10510 S. Kingston Avenue, Tulsa, Oklahoma 74137 to the following, hereinafter referred to as "Assignee":

Olympus Oil Ventures, Inc. 12.5%
P. O. Box 820467
Houston, Texas 77282-0467

For and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor does hereby GRANT BARGAIN, SELL, ASSIGN, TRANSFER, DELIVER and CONVEY 12.5% of Assignor's interests in and to the oil and gas leases, lands and well(s) and interests described herein on the Exhibit "A" attached hereto and made a part hereof for all purposes.

This Assignment, Bill of Sale and Conveyance is made without warranty of title, either express or implied.

IN WITNESS WHEREOF, this instrument has been executed and effective this 28th day of October, 2004, BUT EFFECTIVE FOR ALL PURPOSES ON October 1, 2004.

VROOMAN ENERGY, L. L. C.

By: Dennis B. Vrooman
Dennis B. Vrooman, Manager

ACKNOWLEDGMENT

THE STATE OF OKLAHOMA }

COUNTY OF TULSA }

Before me a Notary Public on this day personally appeared Dennis B. Vrooman and acknowledged to me that he executed this instrument as his free act and deed as Manager of Vrooman Energy, L. L. C., a Oklahoma Limited Liability ~~Corporation~~ Company, on behalf of said Limited Liability ~~Corporation~~ Company.

Executed this 28th day of October, 2004.

My Commission Expires:

Notary Public

My Commission Expires April 27, 2008
Commission #00007311

EXHIBIT "A"

Well Name

FIGURE FOUR FED 1-1
FIGURE FOUR FED 12-2

Lease #	Lessor	Lessee	Date	Entry	Book	Description
02698-000001	WYW 27878	DOROTHY CHORNEY	04/01/71			T27N R112W Sec 1: LOTS 13, 14, 18, 19 LANDS RESURVEYED EFFECTIVE 4/1/04 T27N R112W Sec 12: LOTS 1,2 LANDS RESURVEYED EFFECTIVE 4/1/04

END OF EXHIBIT "A"

16

/7

WY-0221

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
WYW 133766

Lease Effective Date
(Anniversary Date)
October 1, 1994

New Serial No.

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

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

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* EnCana Oil & Gas (USA), Inc.
Street 950 17th Street, Ste 2600
City, State, ZIP Code Denver, CO 80202

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
A	b	c	d	E	f
Township 27 North, Range 109 West, 6TH P. M. Section 27: N2, SE Section 34: NE, SENW, S2 Section 35: All 307568 307568 Sublette County, WY Containing 1,640.0 acres, more or less	10.00%	10.00%	0.00%	-0-	-Of Record-

RECORDED Nov. 3 2004 12:20PM
IN BOOK 129 046 PAGE 17
FEES $ 11.00 [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 effective _____

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

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

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 30 day of July, 2002, by Scott R. Clark, who being by me duly sworn did say that he is President, Odyssey Exploration, Inc. and by its authority said Scott R. Clark acknowledged to me that Odyssey Exploration, Inc. executed the same.

WITNESS my hand and official seal.

My Commission Expires: 4-19-03

, Notary Public

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

[redacted]

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 30 day of July 2002
but shall be effective as of
Name of Assignor as shown on current lease Odyssey Exploration, Inc.
Please type or print

Assignor _____
or
Attorney-in-fact _____
Scott R. Clark, President
122 Plum Creek Place
(Assignor's Address)
Highlands Ranch (City) CO (State) 80126 (Zip Code)

Executed this 5th day of August 2002
but shall be effective as of
EnCana Oil & Gas (USA), Inc.

Assignee By: _____
or
Attorney-in-Fact _____
Assignee
By: _____

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

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

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

WY-0221

Form 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
WYW 133766

Lease Effective Date
(Anniversary Date)
October 1, 1994

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, Ste 2600
City, State, ZIP Code Denver, CO 80202

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
A	b	c	d	E	f
Township 27 North, Range 109 West, 6TH P. M. Section 27: N2, SE Section 34: NE, SENW, S2 Section 35: All Sublette County, WY Containing 1,640.0 acres, more or less	84.00%	84.00%	0.00%	-0-	-Of Record-

307569
307569

RECORDED Nov. 3 2004 12:20PM
IN BOOK 129 016 PAGE 19
FEES $ 11.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Souder

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

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

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

By _____
(Authorized Officer)

_____
(Title) (Date)

[redacted] [redacted] [redacted]

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

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 30 day of July, 2002, by Lewis W. Douglas, Jr., who being by me duly sworn did say that he is President, Stanley Energy W.,Inc. and by its authority said Lewis W. Douglas, Jr. acknowledged to me that Stanley Energy W., Inc. executed the same.

WITNESS my hand and official seal.

My Commission Expires: 4-19-03

Renée Lewis, Notary Public

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

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

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

Executed this 30th day of July 2002
but shall be effective as of
Name of Assignor as shown on current lease Stanley Energy W., Inc.
Please type or print

Assignor or **Attorney-in-fact**

Lewis W. Douglas, Jr., President
1776 Lincoln Street, Ste 410
(Assignor's Address)
DENVER (City) CO (State) 80203 (Zip Code)

Executed this 5th day of August 2002
but shall be effective as of
EnCana Oil & Gas (USA), Inc.

Assignee By:
or
Attorney-in-Fact

Assignee

By:

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

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

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

Form 3000-3a
(November 1990)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

03 [illegible] 9:00

CHEY[illegible]

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

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

Lease Serial No.
WYW-133766

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Transferee (Sublessee)* ENCANA OIL & GAS (USA) INC.
Street 950 17th St. #2600
City, State, ZIP Code Denver, CO. 80202

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 109 West, 6th P.M. Section 27: N2, SE4 Section 34: NE4, SENW4, S2 Section 35: ALL	2.75%	2.75%	0	0	9.00%

Containing 1640.00.00 acres more or less
Sublette County, Wyoming

307570
307570

RECORDED Nov. 3 2003 12:00 PM
IN BOOK 129 046 PAGE 21
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

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

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

☒ Transfer approved effective MAY 01 2003

By /S/ Julie L. Weaver (Authorized Officer)

LAND LAW EXAMINER (Title)

JUN 11 2003 (Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

3. Transferee's signature to this assignment constitutes acceptance to all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, 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 operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

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

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

Executed this 19 day of December, 2002

Name of Transferor South Pass Resources, Inc.
Please type or print

Transferor [signature]
PRESIDENT

or

Attorney-in-fact
(Signature)

(Transferee Address)
950 17th St. Suite 2600
Denver CO. 80202
(City) (State) (Zip Code)

Executed this 3 day of March, 2003

EnCana Oil & Gas (USA) Inc.

Transferee [signature]
(Signature)

or

Attorney-in-fact
(Signature)

Jon Grannis
Team Leader, No. Rocky Mtn Exploration

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

*U.S Government Printing Office: 1991 - 573-016/26062

Form 3000-3a
(November 1990)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
03 MAR 27 AM 9:00
RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.
WYW-133766

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Transferee (Sublessee)* ENCANA OIL & GAS (USA) INC.
Street 950 17th St. #2600
City, State, ZIP Code Denver, CO. 80202

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 109 West, 6th P.M. Section 27: N2, SE4 Section 34: NE4, SENW4, S2 Section 35: ALL Containing 1640.00.00 acres more or less Sublette County, Wyoming	3.25%	3.25%	0	0	9.00%

307571
307571

RECORDED Apr. 3 2004 12:20PM
IN BOOK 129046 PAGE 23
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Laatsch

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 APR 01 2003

By /S/ Julie L. Weaver (Authorized Officer)

LAND LAW EXAMINER (Title)

JUN 11 2003 (Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

3. Transferee's signature to this assignment constitutes acceptance to all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, 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 operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

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

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

Executed this 16th day of January, 2003 Executed this 13th day of March, 2003

Name of Transferor: Markus Production, Inc. (Please type or print)

Transferor: [signature] PRESIDENT

or

Attorney-in-fact: _____ (Signature)

_____ (Transferee Address)

621 17th St. Suite 1710

Denver (City) CO. (State) 80293 (Zip Code)

Transferee: EnCana Oil & Gas (USA) Inc.

[signature] (Signature)

or

Attorney-in-fact: _____ (Signature)

Jon Grannis
Team Leader, No. Rockies Exploration

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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*U.S. Government Printing Office: 1991 - 573-016/26062

25

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No.
WYW133766

OFFER TO LEASE AND LEASE FOR OIL AND GAS

The undersigned *(reverse)* offers to lease all or any of the lands in Item 2 that are available for lease pursuant to the Mineral Leasing Act of 1920, as amended and supplemented (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands of 1947, as amended (30 U.S.C. 351-359), the Attorney General's Opinion of April 2, 1941 (40 Op. Atty. Gen. 41), or the

READ INSTRUCTIONS BEFORE COMPLETING

1. Name High Plains Assoc
Street 1600 Broadway #1565
City, State, Zip Code Denver, CO 80202

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)
Surface managing agency if other than BLM: _____ Unit/Project _____
Legal description of land requested: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____
***SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.**
T. R. Meridian State County

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 22 2004
Mary Lee
BUREAU OF LAND MANAGEMENT

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total acres applied for _____
Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 027ON R. 109OW 06th Meridian WY State Sublette County
sec. 027 N2,SE;
034 NE,SENW,S2;
035 ALL;

307572
307572

RECORDED Nov. 3 2004 12:30PM
IN BOOK 1290+6 PAGE 25
FEES $ 26.00
SUBLETTE COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soter

Total acres in lease 1640.000
Rental retained $ 2460.00

This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas *(except helium)* in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☒ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by _____ (Signing Officer)

for Supervisory Land Law Examiner (Title) SEP 12 1994 (Date)

EFFECTIVE DATE OF LEASE OCT 01 1994

12/1/94 ORIGINAL

(Continued on reverse)

[redacted] [redacted] [redacted]

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens, a municipality, or [illegible] State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments. 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Duly executed this _____ day of _____, 19 ____.

_____
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for the first 5 years; thereafter $2.00;
(c) Other, see attachment, or

as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or

as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

COMPETITIVE OIL AND GAS OR GEOTHERMAL RESOURCES LEASE BID

30 U.S.C. 181 et seq.; 30 U.S.C. 351-359; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

FORM APPROVED
OMB NO. 1004-0074
Expires: April 30, 1994

State	Date of sale
WYOMING	8/2/94

PARCEL NUMBER	AMOUNT OF BID *(See Instructions below)*	
	TOTAL BID	PAYMENT SUBMITTED WITH BID
THE BID IS FOR *(Check one)*: ☒ Oil and Gas Parcel Number 402		CERTIFIED to be a true and comparative copy of the official records on file SEP 2 1 2004 Mary Schief BUREAU OF LAND MANAGEMENT
☐ Geothermal Parcel Number Name of Known Geothermal Resource Area (KGRA)		

The appropriate regulations applicable to this bid are: (1) for oil and gas leases—43 CFR 3120; (2) for National Petroleum Reserve-Alaska (NPR-A) leases - 43 CFR 3132; and (3) for Geothermal resources leases - 43 CFR 3220. *(See details concerning lease qualifications on reverse.)*

I CERTIFY THAT I have read and am in compliance with, and not in violation of, the lessee qualification requirements under the applicable regulations for this bid.

I CERTIFY THAT this bid is not in violation of 18 U.S.C. 1860 which prohibits unlawful combination or intimidation of bidders. I further certify that this bid was arrived at independently and is tendered without collusion with any other bidder for the purpose of restricting competition.

IMPORTANT NOTICE: Execution of this form, where the offer is the high bid, constitutes a binding lease offer, including all applicable terms and conditions. Failure to comply with the applicable laws and regulations under which this bid is made shall result in rejection of the bid and forfeiture of all monies submitted.

High Plains Associates, Inc.
Print or Type Name of Lessee

1600 Broadway, Suite 1565
Address of Lessee

Denver — CO — 80202
City — State — Zip Code

Jon Rabinowitz
Signature of Lessee or Bidder

INSTRUCTIONS

INSTRUCTIONS FOR OIL AND GAS BID *(Except NPR-A)*

1. Separate bid for each parcel is required. Identify parcel by the parcel number assigned in the *Notice of Competitive Lease Sale*.
2. Bid **must** be accompanied by the national minimum acceptable bid, the first year's rental and the administrative fee. The remittance **must** be in the form specified in 43 CFR 3103.1-1. The remainder of the bonus bid, if any, **must** be submitted to the proper BLM office within 10 working days after the last day of the oral auction. **Failure to submit the remainder of the bonus bid within 10 working days will result in rejection of the bid offer and forfeiture of all monies paid.**
3. If bidder is **not** the sole party in interest in the lease for which the bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.
4. This bid may be executed *(signed)* before the oral auction. If signed before the oral auction, this form cannot be modified without being executed again.
5. In view of the above requirement (4), bidder may wish to leave AMOUNT OF BID section blank so that final bid amount may be either completed by the bidder or the Bureau of Land Management at the oral auction.

INSTRUCTIONS FOR GEOTHERMAL OR NPR-A OIL AND GAS BID

1. Separate bid for each parcel is required. Identify parcel by the number assigned to a tract.
2. Bid **must** be accompanied by one-fifth of the total amount of bid. The remittance **must** be in the form specified in 43 CFR 3220.4 for a Geothermal Resources bid and 3132.2 for a NPR-A lease bid.
3. Mark envelope Bid for Geothermal Resources Lease in *(Name of KGRA)* or Bid for NPR-A Lease, as appropriate. Be sure correct parcel number of tract on which bid is submitted and date of bid opening are noted plainly on envelope. No bid may be modified or withdrawn unless such modification or withdrawal is received prior to time fixed for opening of bids.
4. Mail or deliver bid to the proper BLM office or place indicated in the *Notice of Competitive Lease Sale*.
5. If bidder is **not** the sole party in interest in the lease for which bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.

Title 18 U.S.C. Section 1001, 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.

(Continued on reverse)

OFFICIAL COPY

[redacted] [redacted] [redacted]

QUALIFICATIONS

For leases that may be issued as a result of this sale under the Mineral Leasing Act (The Act) of 1920, as amended, the oral bidder must: (1) Be a citizen of the United States; an association *(including partnerships and trusts)* of such citizens, a municipality, or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) Be in compliance with acreage limitation requirements wherein the bidder's interest, direct and indirect, in oil and gas leases in the State identified do not exceed 246,080 acres each in public domain or acquired lands including acreage covered by this bid, of which not more than 200,000 acres are under options. If this bid is submitted for lands in Alaska, the bidder's holdings in each of the Alaska leasing districts do not exceed 300,000 acres, of which no more than 200,000 acres are under options in each leasing district; (3) Be in compliance with Federal coal case holdings as provided in sec. 2(a)(2)(A) of the Act; (4) Be in compliance with reclamation requirements for all Federal oil and gas leases as required by sec. 17 of the Act; (5) Not be in violation of sec. 41 of the Act and certify that all parties in interest in this bid are in compliance with 43 CFR Groups 3000 and 3100 and the leasing authorities cited herein.

For leases that may be issued as a result of this sale under the Geothermal Steam Act of 1970, as amended, the bidder must: (1) Be a citizen of the United States, a municipality, or a corporation organized under the laws of the United States or of any State or Territory thereof, in compliance with acreage limitations and certify that all parties in interest are in compliance with 43 CFR 3200 and the leasing authorities cited herein.

For leases that may be issued as a result of this sale under the Department of Energy Organization Act of 1977, the bidder must: (1) Be a citizen, national, or resident alien of the United States; municipal corporation; or any corporation organized under the laws of the United States or any State or Territory thereof; (2) Certify that all parties in interest in this bid are in compliance with 43 CFR Part 3200 and the leasing authorities cited herein.

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this bid for a Competitive Oil and Gas or Geothermal Resources Lease.

AUTHORITY: 30 U.S.C. 181 et seq.; 30 U.S.C. 351-359; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPLE PURPOSE: The information is to be used to process your bid.

ROUTINE USES: [illegible] the resources [illegible] public records [illegible] appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION: Disclosure of the information is voluntary. If all the information is not provided, your bid may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

This information is being collected in accordance with 43 CFR 3120, 43 CFR 3130, or 43 CFR 3220.
This information will be used to determine the bidder submitting the highest bid.
Response to this request is required to obtain a benefit.

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 2 hours per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0074), Washington, D.C. 20503.

WY 766

MULTIPLE MINERAL DEVELOPMENT STIPULATION

Operations will not be approved which, in the opinion of the authorized officer, would unreasonably interfere with the orderly development and/or production from a valid existing mineral lease issued prior to this one for the same lands.

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 22 2004
BUREAU OF LAND MANAGEMENT

LEASE NOTICE NO. 1

Under Regulation 43 CFR 3101.1-2 and terms of the lease (BLM Form 3100-11), the authorized officer may require reasonable measures to minimize adverse impacts to other resource values, land uses, and users not addressed in lease stipulations at the time operations are proposed. Such reasonable measures may include, but are not limited to, modification of siting or design of facilities, timing of operations, and specification of interim and final reclamation measures, which may require relocating proposed operations up to 200 meters, but not off the leasehold, and prohibiting surface disturbance activities for up to 60 days.

The lands within this lease may include areas not specifically addressed by lease stipulations that may contain special values, may be needed for special purposes, or may require special attention to prevent damage to surface and/or other resources. Possible special areas are identified below. Any surface use or occupancy within such special areas will be strictly controlled or, if absolutely necessary, prohibited. Appropriate modifications to imposed restrictions will be made for the maintenance and operation of producing wells.

1. Slopes in excess of 25 percent.

2. Within 500 feet of surface water and/or riparian areas.

3. Construction with frozen material or during periods when the soil material is saturated or when watershed damage is likely to occur.

4. Within 500 feet of Interstate highways and 200 feet of other existing rights-of-way (i.e., U.S. and State highways, roads, railroads, pipelines, powerlines).

5. Within 1/4 mile of occupied dwellings.

GUIDANCE:

The intent of this notice is to inform interested parties (potential lessees, permittees, operators) that when one or more of the above conditions exist, surface disturbing activities will be prohibited unless or until the permittee or the designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water).

THIS NOTICE APPLIES TO ALL PARCELS

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 21 2004
BUREAU OF LAND MANAGEMENT

WYW1[illegible]766

NOTICE TO LESSEE

Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201 (a)(2)(A), requires that any entity that holds and has held a Federal coal lease for 10 years beginning on or after August 4, 1976, and who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.

In accordance with the terms of this oil and gas lease, with respect to compliance by the initial lessee with qualifications concerning Federal coal lease holdings, all assignees and transferees are hereby notified that this oil and gas lease is subject to cancellation if: (1) the initial lessee as assignor or as transferor has falsely certified compliance with Section 2(a)(2)(A), or (2) because of a denial or disapproval by a State Office of a pending coal action, i.e., arms-length assignment, relinquishment, or logical mining unit, the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A). The assignee, sublessee or transferee does not qualify as a bona fide purchaser and, thus, has no rights to bona fide purchaser protection in the event of cancellation of this lease due to noncompliance with Section 2(a)(2)(A).

Information regarding assignor, sublessor or transferor compliance with Section 2(a)(2)(A) is contained in the lease case file as well as in other Bureau of Land Management records available through the State Office issuing this lease.

CERTIFIED
to be a true and comparative copy
of the official records on file
SEP 20 2004
BUREAU OF LAND MANAGEMENT

[redacted]

[redacted]

[redacted]

[redacted]

307574

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Eloise Hunt 3127326907

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

UCC Direct Services
330 North Brand Blvd.
Suite 700
Glendale, CA 91203

DFSH 6433386.1

WY, Sublette

RECORDED Jan. 3 2024 2:55 PM
IN BOOK 129 Misc PAGE 32
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
250906 Book100 Page 457 2/3/1995

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS ☒

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.

☐ DELETE name: Give record name to be deleted in item 6a or 6b.

☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME GULF COAST PACKAGE, LTD. AND ELAND ENERGY, INC.

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

7d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

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

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment

9a. ORGANIZATION'S NAME BANK ONE, NA (As successor by merger to Bank One, Texas, N.A.), Agent

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA 180211
11946395 Debtor name: GULF COAST PACKAGE, LTD. AND ELAND ENERGY, INC.

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)
250906 Book100 Page 457

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a. ORGANIZATION'S NAME
BANK ONE, NA (As successor by merger to Bank One, Texas, N.A.), Agen

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

Debtor Information:
Name: GULF COAST PACKAGE, LTD. AND ELAND ENERGY, INC.
Address: 3 LINCOLN CENTRE, SUITE 900, 5430 LBJ FREEWAY, DALLAS, TX 75240
Tax ID:
Org. Type: LP
Org. Jurisdiction: TEXAS
Org. ID: TX-6407310

EXHIBIT "

PURCHASE AND SALE AGREEMENT
EXHIBIT 1.0 - LEASES
EFFECTIVE NOVEMBER 1, 1994

LM6012.GA

Prospect Name WY-210 - BIRD CANYON

State of WY County of SUBLETTE

Lease	Lessor	Lessee	Date	Twsp	Rge	Sect	Description	Book	Page
WY-20878**	ST WY 73 35783	TERRY SHAFFER	09/02/73	28N	112W	36	S/2	NOT RECORDED	
				28N	112W	36	N/2		
WY-21007**SF	BARNEY JR ET UX, WILLIAM MEREDITH	OXY USA INC	11/21/92	28N	112W	26	NE/4SE/4 - ROAD ACCESS TO STATE J-1 WELL	NOT RECORDED	
WY-21008**SF	USA WYW-80913	CITIES SERVICE CO	07/20/82	29N	111W		SECTIONS 27 & 34	NOT RECORDED	
				28N	111W		SECTIONS 5,8,17-20,29,31 ACCESS ROAD TO STATE J #1		

34

307626

RECORDED Nov 5 2004 9:50 AM
IN BOOK 129 046 PAGE 35
FEES $ 59.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

This Assignment, Conveyance and Bill of Sale (referred to hereinafter as "Assignment") is made and delivered this 2nd day of May, 2004, from WILLIAMS GAS PROCESSING COMPANY, a Delaware corporation, whose mailing address is One Williams Center, WRC3-7, Tulsa, OK 74172 (referred to hereinafter as "Assignor"), to ANTICLINE PIPELINE, LLC, a Wyoming limited liability company, whose mailing address is P.O. Box 336, Daniel, WY 83115 (referred to hereinafter as "Assignee"),

FOR the sum as indicated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, hereby GRANTS, CONVEYS and ASSIGNS to Assignee, the following:

(a) All of Assignor's right, title and interest in and to that approximately four (4) mile segment of four (4)-inch pipeline located at T30N, R108W, Sublette County, Wyoming, described in more detail in the attached Exhibit A (the "Facilities"); and

(b) All of Assignor's right, title and interest in and to the property, real and/or personal, in which Assignor claims an interest, including without limitation the Facilities, easements, right of way and other property on which the Facilities are located; and

(c) To the extent they are assignable or partially assignable, all of Assignor's right, title and interest in and to all easements, permits, licenses, servitudes and rights of way situated upon or used or useful or held for future use in connection with the Facilities, as more fully set out in the attached Exhibit B;

All properties, real, personal or mixed (contractual or otherwise) are sometimes referred to as the "Assets."

TO HAVE AND TO HOLD the Assets unto Assignee forever, and Assignor hereby WARRANTS AND AGREES TO FOREVER DEFEND, all and singular, title to the Assets unto Assignee and Assignee's successors and assigns, against any person whomsoever lawfully claiming the same or any part hereof by, through or under Assignor, but not otherwise, subject to the following terms and conditions:

1. Except as otherwise provided, this Assignment is executed and delivered by Assignor, and said Assignment is accepted by Assignee, without warranty of title, express or implied. Particularly, and without limiting the foregoing, ALL OF THE ASSETS ARE TRANSFERRED AND CONVEYED ON AN "AS IS" AND "WHERE IS" BASIS AND WITHOUT ANY WARRANTY OR REPRESENTATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO CONDITION, QUANTITY, QUALITY,

FEB

[redacted] [redacted] [redacted]

FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OR MERCHANTABILITY OF ANY EQUIPMENT OR ITS FITNESS FOR ANY PURPOSE WITHOUT ANY OTHER EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER. ASSIGNEE SHALL HAVE INSPECTED, OR WAIVED (OR DEEMED TO HAVE WAIVED) ITS RIGHT TO INSPECT, THE ASSETS FOR ALL PURPOSES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, INCLUDING BUT NOT LIMITED TO CONDITIONS SPECIFICALLY RELATED TO THE PRESENCE, RELEASE OR DISPOSAL OF HAZARDOUS SUBSTANCES, SOLID WASTES, ASBESTOS OR OTHER MANMADE FIBERS OR NATURALLY OCCURRING RADIOACTIVE MATERIALS ("NORM") IN, ON OR UNDER THE ASSETS. ASSIGNEE IS RELYING SOLELY UPON ITS OWN INSPECTION OF THE ASSETS, AND ASSIGNEE SHALL ACCEPT ALL OF THE SAME IN THEIR "AS IS, WHERE IS" CONDITION.

2. Indemnification of WGP: Assignee assumes, and agrees to timely pay, perform, and be solely and absolutely responsible for all duties, obligations and liabilities relating to, or otherwise arising in connection with, the ownership and/or operation of the Assets after the Closing, and hereby releases, indemnifies and agrees to hold Assignor harmless from and against any and all claims, actions, liabilities, losses, damages, costs or expenses (including court costs and attorneys' fees) of any kind or character arising out of or otherwise relating to the ownership and/or operation of the Assets after the Closing.

3. Indemnification of AntiCline: Assignor agrees to timely pay, perform, and be solely and absolutely responsible for all duties, obligations and liabilities relating to, or otherwise arising in connection with, the ownership and/or operation of the Assets prior to the Closing and hereby releases, indemnifies and agrees to hold Assignee harmless from and against any and all claims, actions, liabilities, losses, damages, costs or expenses (including court costs and attorneys' fees) of any kind or character arising out of or otherwise relating to the ownership and/or operation of the Assets prior to the Closing.

4. In connection with (but not in limitation of) the foregoing, it is specifically understood and agreed that matters arising out of or otherwise relating to the ownership and/or operation of the Assets (which are to be assumed by Assignee) shall include all matters arising out of the condition of the Assets on or prior to the date hereof (including, without limitation, those matters requiring bringing the Assets into compliance with, applicable environmental laws including all liability and expense for any restoration, clean-up, disposal, or removal that may be as a result of the existence or discovery of hazardous substances or other deleterious substances in, on, or under the Assets, regardless of when the events occurred that give rise to such condition), and the assumptions, and indemnifications by Assignee set forth in this paragraph shall expressly cover and include such

matters. THE ASSUMPTIONS AND INDEMNIFICATIONS SET FORTH IN PARAGRAPHS 2 AND 3, ABOVE, SHALL APPLY WHETHER OR NOT SUCH DUTIES, OBLIGATIONS, OR LIABILITIES, OR SUCH CLAIMS, ACTIONS, CAUSES OF ACTION, LIABILITIES, DAMAGES, LOSSES, COSTS, OR EXPENSES ARISE OUT OF (i) NEGLIGENCE (INCLUDING WITHOUT LIMITATION SOLE NEGLIGENCE, SINGLE NEGLIGENCE, CONCURRENT NEGLIGENCE, ACTIVE OR PASSIVE NEGLIGENCE) OF THE PARTY CLAIMING INDEMNIFICATION OR ANY PARTY OR ENTITY AFFILIATED WITH SUCH PARTY, OR (ii) STRICT LIABILITY.

5. Assignee will give Assignor and its predecessors in title, and their attorneys and other representatives access at all reasonable times and upon reasonable notice for a period of seven (7) years from and after the Closing (subject to Assignee's normal policies regarding retention of its own records relating to similar properties), to all records delivered by or on behalf of Assignor in connection with the transactions contemplated hereby and shall permit Assignor and its predecessors in interest to make copies of any such records.

6. Assignee hereby agrees that in consideration of receiving the assignment and conveyance of all assets and interests hereunder, it shall, contemporaneously with the execution of this Assignment make payment as set forth and in accordance with the terms and conditions of the Facility Sales Agreement, executed as between the parties contemporaneously herewith. Upon receipt of said payment, this Assignment shall therefore become immediately effective.

7. This Agreement sets forth the entire agreement of the Parties and, along with the Facility Sales Agreement, supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

8. This Agreement may be executed in several counterparts all of which are identical. All such counterparts together shall constitute one and the same instrument.

9. Assignee shall properly execute, acknowledge, and file this instrument of record immediately upon receipt thereof, and will furnish to Assignor the recording data promptly after Assignee receives such recorded instrument from the clerk in each county in which this instrument is recorded.

10. The terms, covenants and conditions hereof shall be binding upon, and shall inure to the benefit of, the Assignor and the Assignee and their respective successors and assigns; and such terms, covenants and conditions shall be covenants running with the land herein described and the Assets herein assigned and with each transfer or assignment of land.

FEB

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

EXECUTED the date first set forth above.

ASSIGNOR: WILLIAMS FIELD SERVICES COMPANY

By: Frank Billings

Name: FRANK BILLINGS

Title: Director, Marketing

SDS Legal

J.D.P. 5-20-04

ATTEST: _____

ASSIGNEE: ANTICLINE PIPELINE, LLC

By: _____

Name: _____

Title: _____

ATTEST: _____

FEB

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 20th day of May, on behalf of Williams Gas Processing Company, a Delaware corporation.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public Oklahoma
OFFICIAL SEAL
CARYL JEAN DRISCOLL
TULSA COUNTY
COMMISSION #92010631
Comm. Exp. 07-22-2004

Caryl Jean Driscoll
Notary Public

My Commission Expires:
July 22, 2004

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The foregoing instrument was acknowledged before me this 6th day of May, 2004, on behalf of Anticline Pipeline, LLC, a _____ limited liability company.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

Patricia L. Hosier
Notary Public

My Commission Expires:
April 16, 2007

FED

EXHIBIT "A"

TO THE ASSIGNMENT, CONVEYANCE AND BILL OF SALE
DATED MAY 1, 2004
BETWEEN

WILLIAMS GAS PROCESSING COMPANY
AND
ANTICLINE PIPELINE, LLC

Description of Facilities

(Please see attached.)

Feb

GOBBLERS KNOB GATHERING SYSTEM

LINE NORTHWEST PRODUCTION-NEW FORK #1

FROM 0+00 = ON EPNG PIPELINE (795.0-1)

COUNTY SUBLETTE STATE WYOMING

SECTION 9 TOWNSHIP 30-N RANGE 108-W

NORTHWEST PIPELINE CORPORATION

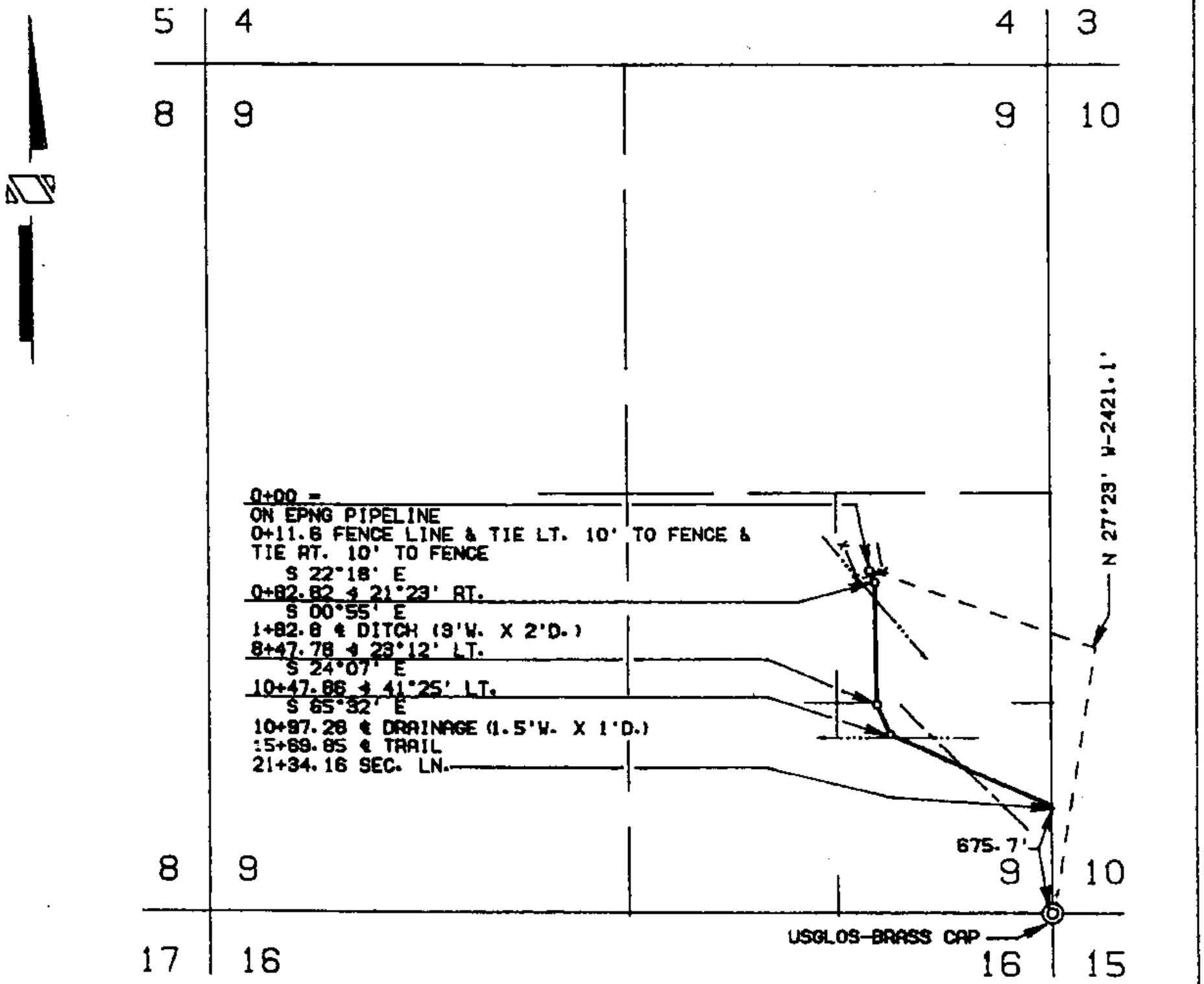
SCALE: 1"=1000' DWG. NO. 795-0-1-1

DRAWN BY JSM DATE 6-9-83

CHECKED BY SLC SURVEYED 1-3-83

APPROVED LBR W.O. NO. 22130

APPROVED SH R/W NO. 82618



APPLICATION DWG. _____ DATE _____

CONSTR. COMMENCED 12-03-82 METER NO. 90975 FORMATION _____

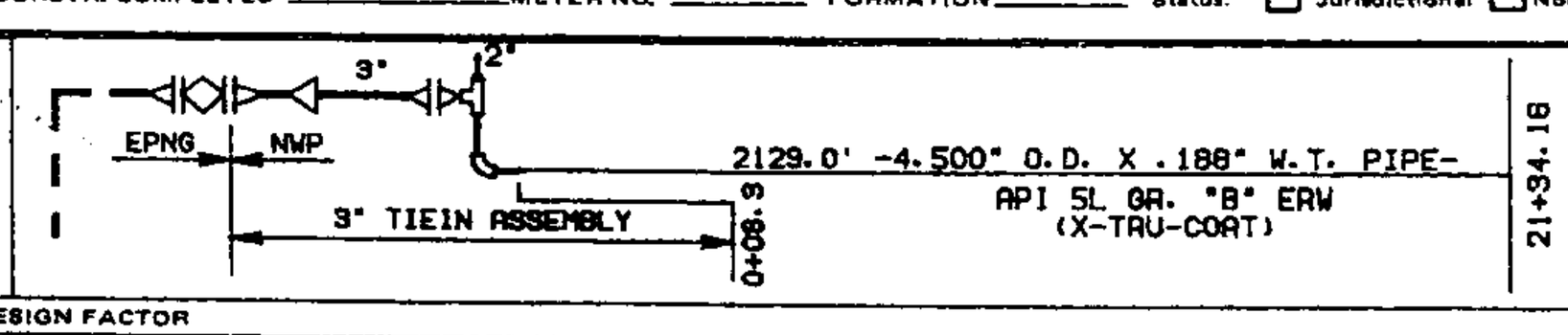
CONSTR. COMPLETED 12-18-82 METER NO. _____ FORMATION _____

Class Location: ☐1 ☐2 ☐3 ☐4

Facility: ☐ Gathering ☐ Transmission

Status: ☐ Jurisdictional ☐ Nonjurisdictional

Pipe Data



DESIGN FACTOR	
DESIGN PRESSURE	
TEST PRESSURE	
MAOP	MINIMUM: ACTUAL: MAXIMUM:

Ownership	SUBDIVISION	OWNER	LEASE	FEET	MILES	ACRES	RODS
	0+00 TO 21+34.16	UNITED STATES		2134.2	0.404	2.450	129.345

Rev. 1 AS-BUILT PER NOTES DATED 1-3-83

FORM NWP 1854 (9-78) 8K0005

FEB.

GOBBLERS KNOB GATHERING SYSTEM

LINE NORTHWEST PRODUCTION-NEW FORK #1

FROM 0+00 = ON EPNG PIPELINE (795.0-1)

COUNTY SUBLETTE STATE WYOMING

SECTION 9 TOWNSHIP 30-N RANGE 108-W

NORTHWEST PIPELINE CORPORATION

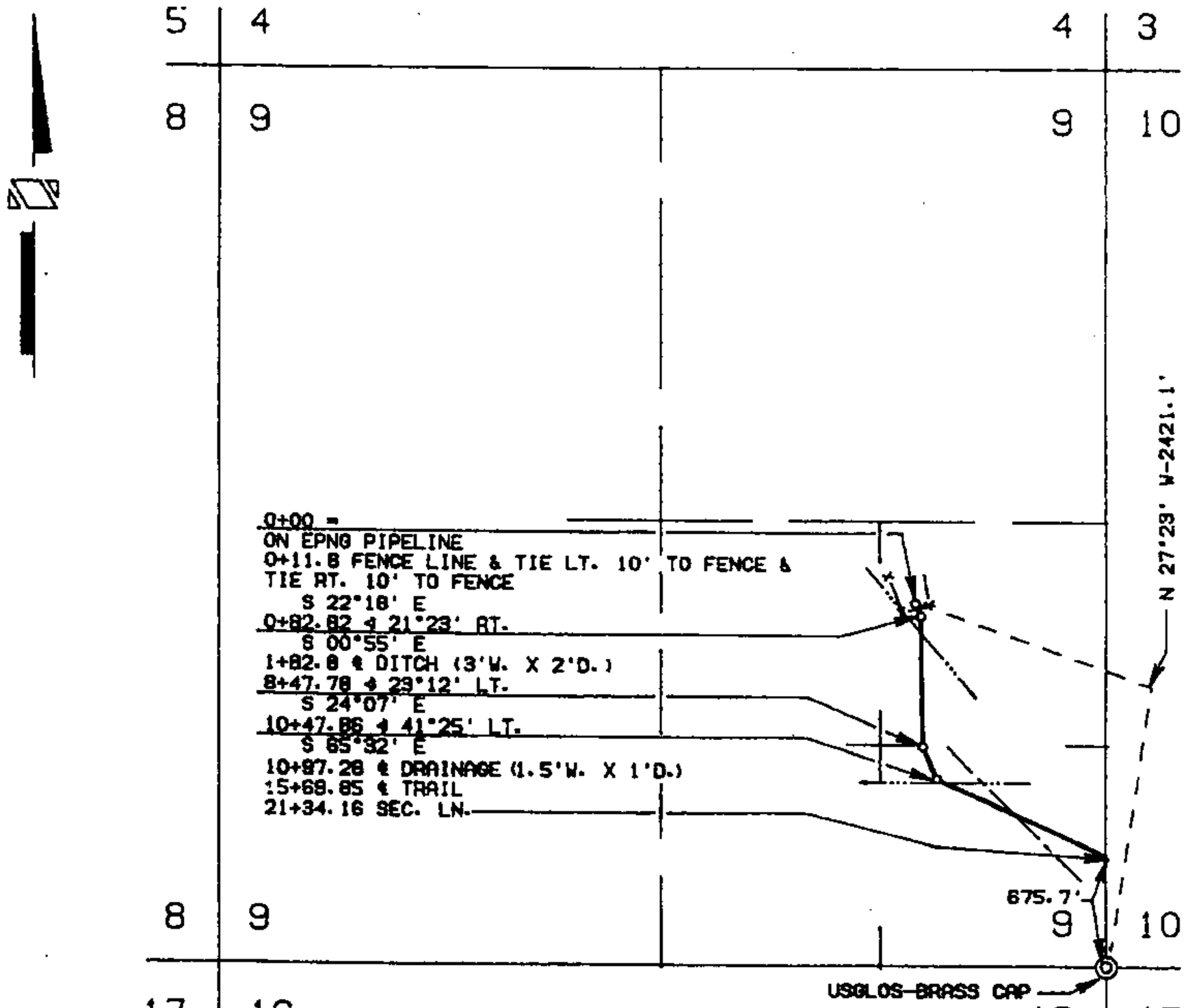
SCALE: 1"=1000' DWG. NO. 795.0-1-1

DRAWN BY JSH DATE 6-9-83

CHECKED BY SLC SURVEYED 1-3-83

APPROVED LBB W.O. NO. 22130

APPROVED SA R/W NO. 82618



APPLICATION DWG. _____ DATE _____

CONSTR. COMMENCED 12-03-82 METER NO. 90975 FORMATION _____

CONSTR. COMPLETED 12-18-82 METER NO. _____ FORMATION _____

Class Location: ☐1 ☐2 ☐3 ☐4

Facility: ☐ Gathering ☐ Transmission

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Pipe Data

DESIGN FACTOR	
DESIGN PRESSURE	
TEST PRESSURE	
MAOP	MINIMUM: ACTUAL: MAXIMUM:

Ownership	SUBDIVISION	OWNER	LEASE	FEET	MILES	ACRES	RODS
	0+00 TO 21+34.16	UNITED STATES		2134.2	0.404	2.450	129.345

Rev. 1 AS-BUILT PER NOTES DATED 1-3-83

FORM NWP 1654 (9-78) 8K0005

FEB

GOBBLERS KNOB GATHERING SYSTEM

LINE NORTHWEST PRODUCTION - NEW FORK #1

FROM 0+00 = ON EPNG PIPELINE (795.0-1)

COUNTY SUBLETTE STATE WYOMING

SECTION 10 & 15 TOWNSHIP 30-N RANGE 108-W

NORTHWEST PIPELINE CORPORATION

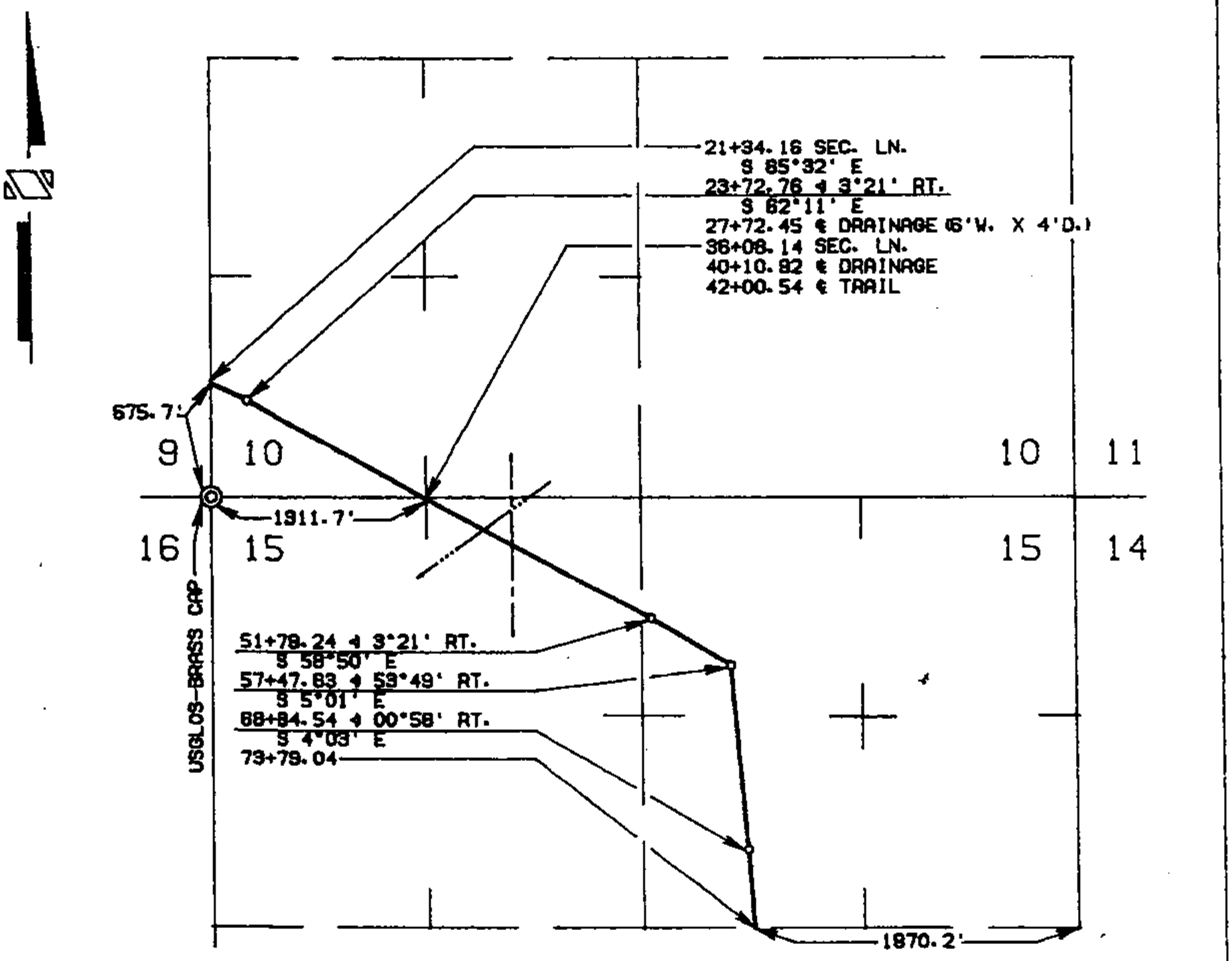
SCALE: 1"=1000' DWG. NO. 795.0-1-2

DRAWN BY JSM DATE 6-13-83

CHECKED BY SLC SURVEYED 1-3-83

APPROVED LRR W.O. NO. 22130

APPROVED SH R/W NO. 82618



APPLICATION DWG. _____ DATE _____

CONSTR. COMMENCED 12-3-82 METER NO. 90975 FORMATION _____

CONSTR. COMPLETED 12-18-82 METER NO. _____ FORMATION _____

Class Location: ☐1 ☐2 ☐3 ☐4

Facility: ☐ Gathering ☐ Transmission

Status: ☐ Jurisdictional ☐ Nonjurisdictional

Pipe Data

21+34.18 — 5258.1 — 73+79.04

4.500" O.D. X .188" W.T. PIPE-
API 5L GR. "B" ERW
(X-TRU-COAT)

DESIGN FACTOR	
DESIGN PRESSURE	
TEST PRESSURE	
MAOP	MINIMUM: ACTUAL: MAXIMUM:

Ownership

SUBDIVISION	OWNER	LEASE	FEET	MILES	ACRES	RODS
21+34.16 TO 73+79.04	UNITED STATES		5244.9	0.993	6.020	317.872

Rev.

1 AS-BUILT PER NOTES DATED 1-3-83

FORM NWP 1654 (9-78) 000502

FB

[redacted] [redacted] [redacted]

GOBBLERS KNOB GATHERING SYSTEM

LINE NORTHWEST PRODUCTION - NEW FORK #1

FROM 0+00 = ON EPNG PIPELINE (795.0-1)

COUNTY SUBLETTE STATE WYOMING

SECTION 10 & 15 TOWNSHIP 30-N RANGE 108-W

NORTHWEST PIPELINE CORPORATION

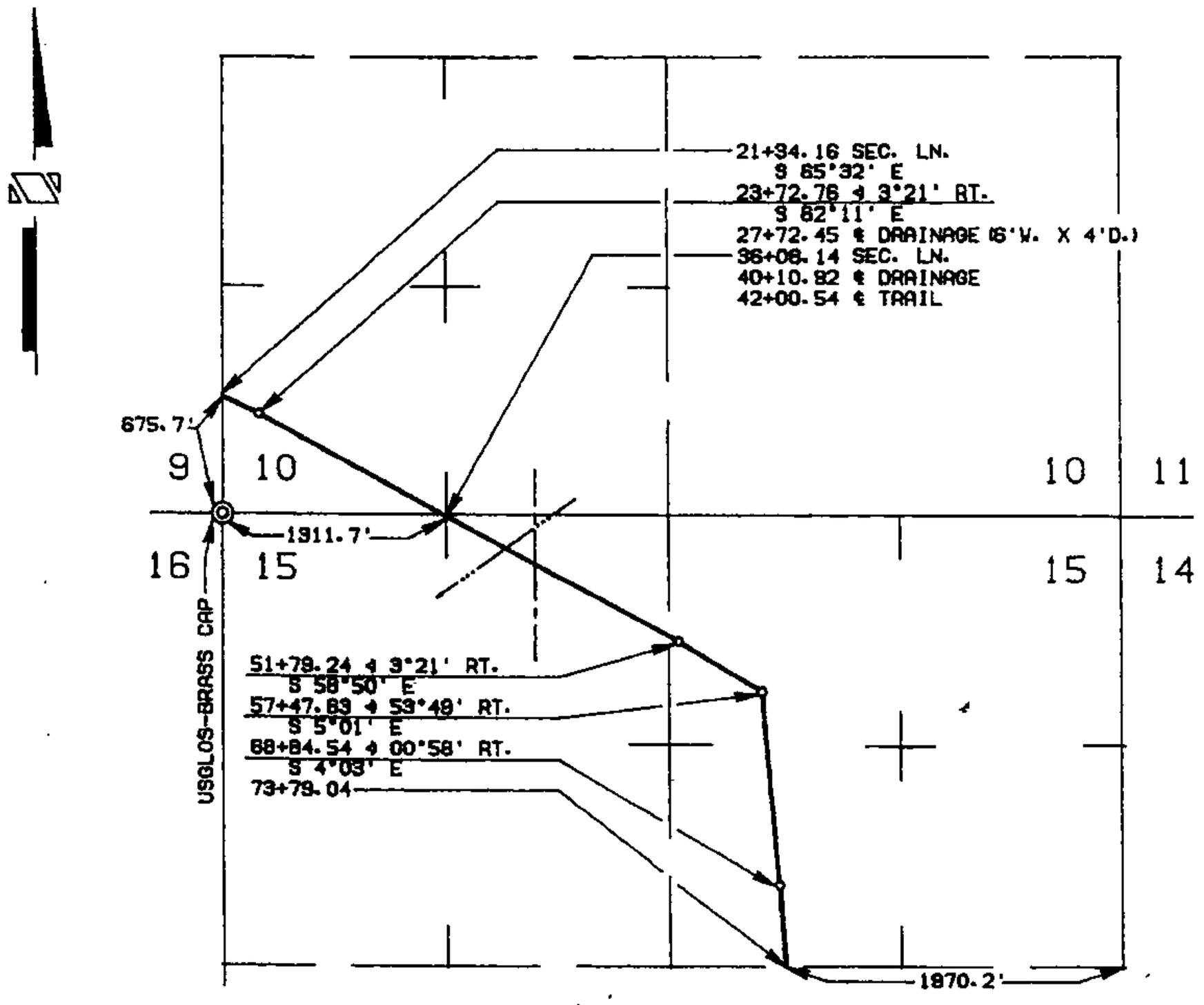
SCALE: 1"=1000' DWG. NO. 795.0-1-2

DRAWN BY JSM DATE 6-13-83

CHECKED BY SLC SURVEYED 1-3-83

APPROVED LRR W.O. NO. 22130

APPROVED SH R/W NO. 82618



APPLICATION DWG. _____ DATE _____

CONSTR. COMMENCED 12-3-82 METER NO. 90975 FORMATION _____

CONSTR. COMPLETED 12-18-82 METER NO. _____ FORMATION _____

Class Location: ☐1 ☐2 ☐3 ☐4

Facility: ☐ Gathering ☐ Transmission

Status: ☐ Jurisdictional ☐ Nonjurisdictional

Pipe Data

21+34.16 — 5258.1 — 73+78.04

4.500" O.D. X .188" W.T. PIPE-
API 5L GR. "B" ERW
(X-TRU-COAT)

DESIGN FACTOR	
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TEST PRESSURE	
MAOP	MINIMUM: ACTUAL: MAXIMUM:

Ownership

SUBDIVISION	OWNER	LEASE	FEET	MILES	ACRES	RODS
21+34.16 TO 73+78.04	UNITED STATES		5244.9	0.993	6.020	317.872

Rev.

1 AS-BUILT PER NOTES DATED 1-3-83

FORM NWP 1654 (9-78) 000502

FEB

GOBBLERS KNOB GATHERING SYSTEM

LINE NORTHWEST PRODUCTION - NEW FORK #1

FROM 0+00 = ON EPNG PIPELINE (795.0-1)

COUNTY SUBLETTE STATE WYOMING

SECTION 15 & 22 TOWNSHIP 30-N RANGE 108-W

NORTHWEST PIPELINE CORPORATION

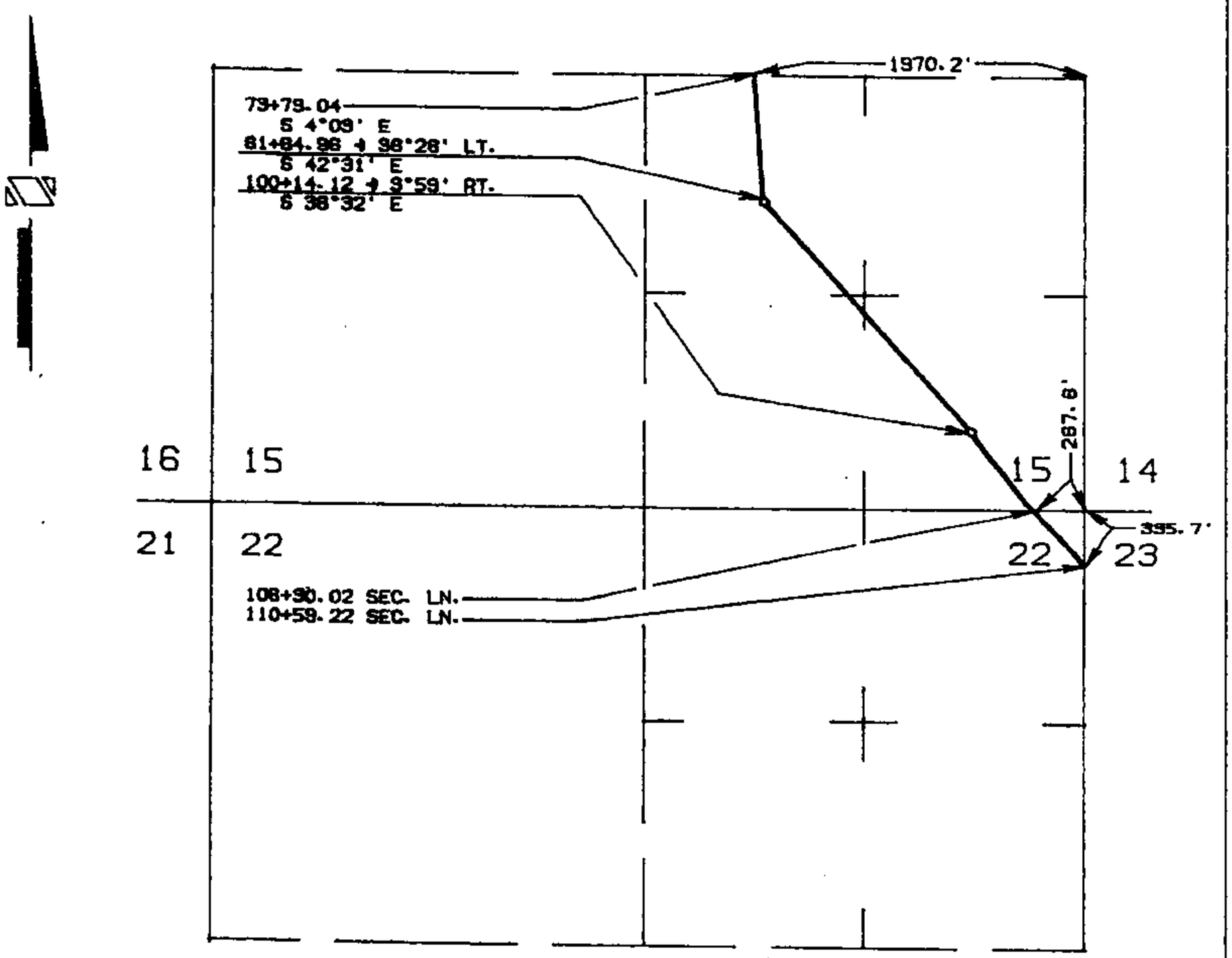
SCALE: 1"=1000' DWG. NO. 795-0-1-3

DRAWN BY JSM DATE 6-13-83

CHECKED BY SLC SURVEYED 1-3-83

APPROVED LDR W.O. NO. 22130

APPROVED R/W NO. 82618



APPLICATION DWG. DATE

CONSTR. COMMENCED 12-03-82 METER NO. 90975 FORMATION

CONSTR. COMPLETED 12-18-82 METER NO. FORMATION

Class Location: ☐1 ☐2 ☐3 ☐4

Facility: ☐ Gathering ☐ Transmission

Status: ☐ Jurisdictional ☐ Nonjurisdictional

Pipe Data

73+78.04 — 3686.1 - 4.500" O.D. X .188" W.T. PIPE- API 5L GR. "B" ERW (X-TRU-COAT) — 110+59.22

DESIGN FACTOR

DESIGN PRESSURE

TEST PRESSURE

MAOP

Ownership	SUBDIVISION	OWNER	LEASE	MINIMUM: FEET	ACTUAL: MILES	ACRES	MAXIMUM: RODS
	79+79.04 TO 110+59.22	UNITED STATES		3680.2	0.697	4.224	223.041

Rev.: 1 AS-BUILT PER NOTES DATED 1-3-83

FORM NWP 1654 (9-78)

D00509

FOS

GOBBLERS KNOB GATHERING SYSTEM

LINE NORTHWEST PRODUCTION - NEW FORK #1

FROM 0+00 - ON EPNG PIPELINE (795.0-1)

COUNTY SUBLETTE STATE WYOMING

SECTION 15 & 22 TOWNSHIP 30-N RANGE 108-W

NORTHWEST PIPELINE CORPORATION

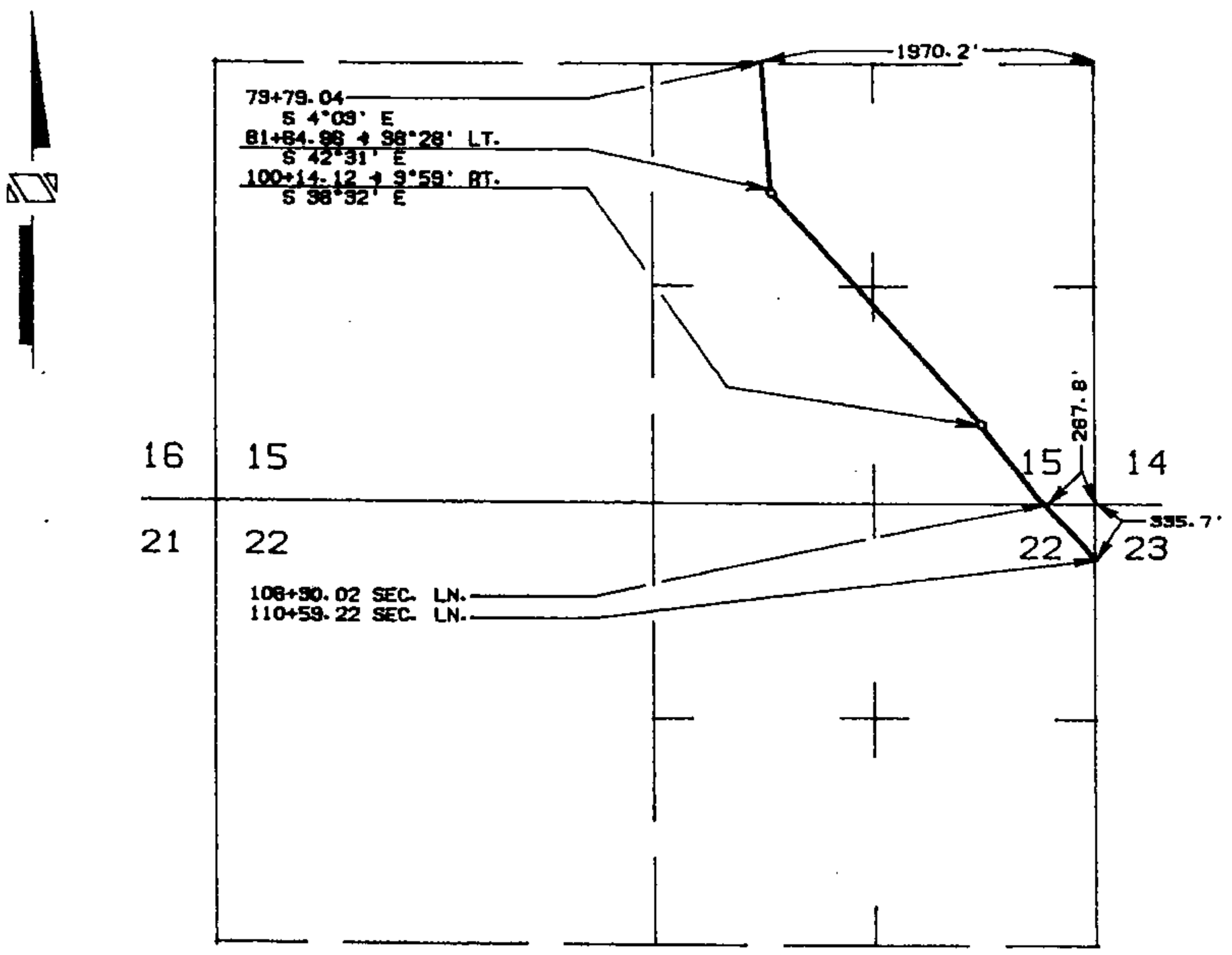
SCALE: 1"=1000' DWG. NO. 795-0-1-3

DRAWN BY JSM DATE 6-13-83

CHECKED BY SLC SURVEYED 1-3-83

APPROVED LDR W.O. NO. 22190

APPROVED SH R/W NO. 62618



APPLICATION DWG. _____ DATE _____

CONSTR. COMMENCED 12-03-82 METER NO. 90975 FORMATION _____

CONSTR. COMPLETED 12-18-82 METER NO. _____ FORMATION _____

Class Location: ☐1 ☐2 ☐3 ☐4

Facility: ☐ Gathering ☐ Transmission

Status: ☐ Jurisdictional ☐ Nonjurisdictional

Pipe Data

73+79.04 — 3686.1'-4.500" O.D. X .188" W.T. PIPE- API 5L GR. "B" ERW (X-TRU-CORT) — 110+59.22

DESIGN FACTOR

DESIGN PRESSURE

TEST PRESSURE

MAOP MINIMUM: ACTUAL: MAXIMUM:

Ownership

SUBDIVISION	OWNER	LEASE	FEET	MILES	ACRES	RODS
73+79.04 TO 110+59.22	UNITED STATES		3680.2	0.697	4.224	223.041

Rev.

1 AS-BUILT PER NOTES DATED 1-3-83

FORM NWP 1654 (9-78) D00509

F&S

GOBBLERS KNOB GATHERING SYSTEM

LINE NORTHWEST PRODUCTION - NEW FORK #1

FROM 0+00 = ON EPNG PIPELINE (795.0-1)

COUNTY SUBLETTE STATE WYOMING

SECTION 29 TOWNSHIP 30-N RANGE 108-W

NORTHWEST PIPELINE CORPORATION

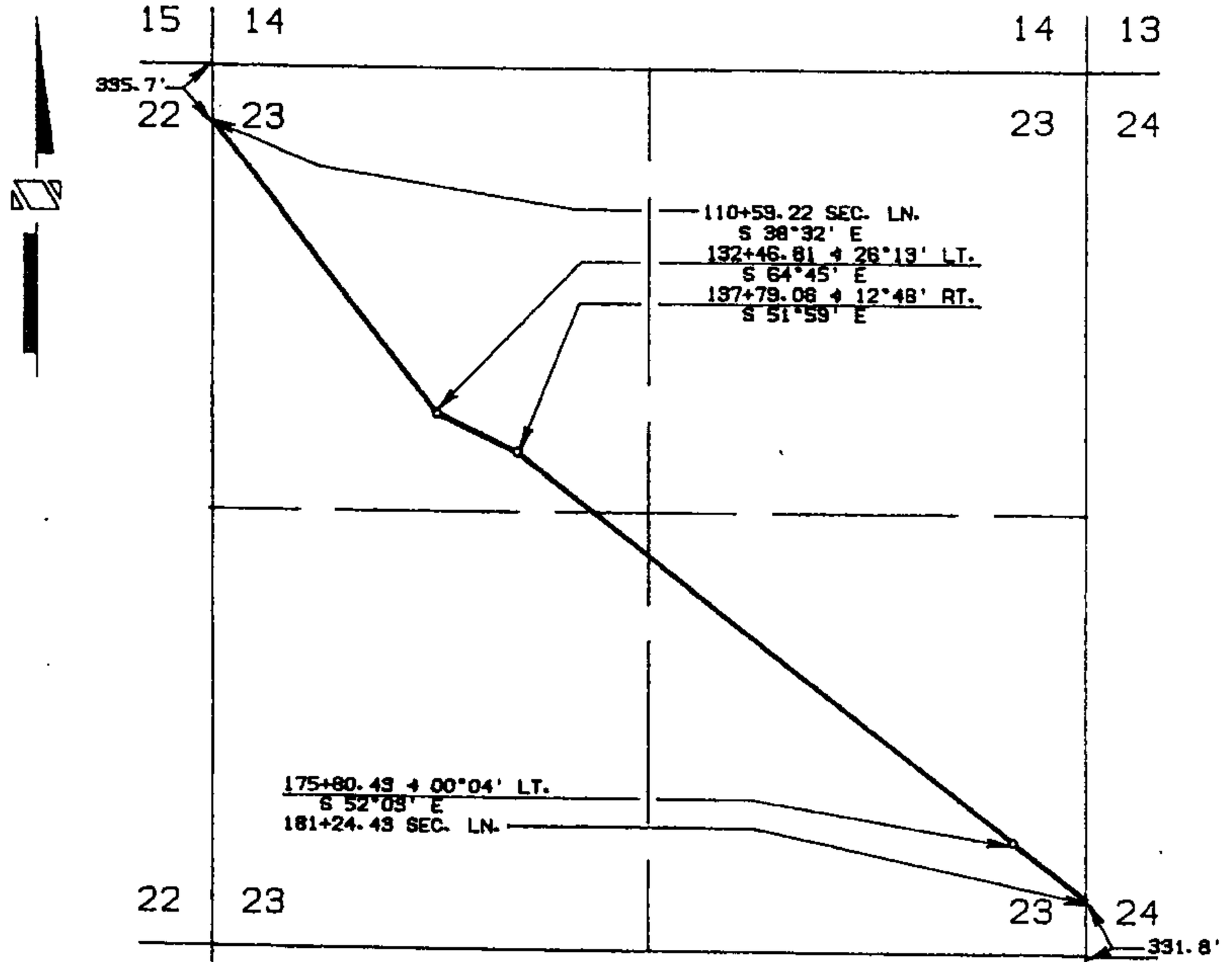
SCALE: 1" = 1000' DWG. NO. 795.0-1-4

DRAWN BY JSM DATE 6-14-83

CHECKED BY SLC SURVEYED 1-3-83

APPROVED LQR W.O. NO. 22130

APPROVED SA R/W NO. 82618



APPLICATION DWG. _____ DATE _____

CONSTR. COMMENCED 12-03-82 METER NO. 90875 FORMATION _____

CONSTR. COMPLETED 12-16-82 METER NO. _____ FORMATION _____

Class Location: ☐1 ☐2 ☐3 ☐4

Facility: ☐ Gathering ☐ Transmission

Status: ☐ Jurisdictional ☐ Nonjurisdictional

Pipe Data

110+59.22 — 7078.3'-4.500" O.D. X .188" W.T. PIPE- API 5L GR. "B" ERW (X-TRU-COAT) — 181+24.43

DESIGN FACTOR

DESIGN PRESSURE

TEST PRESSURE

MAOP MINIMUM: ACTUAL: MAXIMUM:

Ownership	SUBDIVISION	OWNER	LEASE	FEET	MILES	ACRES	RODS
	110+59.22 TO 181+24.43	UNITED STATES		7065.2	1.338	8.110	428.195

Rev.: 1 AS-BUILT PER NOTES DATED 1-3-83

FORM NWP 1654 (9-78)

000504

FEB

[redacted] [redacted] [redacted]

GOBBLERS KNOB GATHERING SYSTEM

LINE NORTHWEST PRODUCTION - NEW FORK #1

FROM 0+00 = ON EPNG PIPELINE (795.0-1)

COUNTY SUBLETTE STATE WYOMING

SECTION 23 TOWNSHIP 30-N RANGE 108-W

NORTHWEST PIPELINE CORPORATION

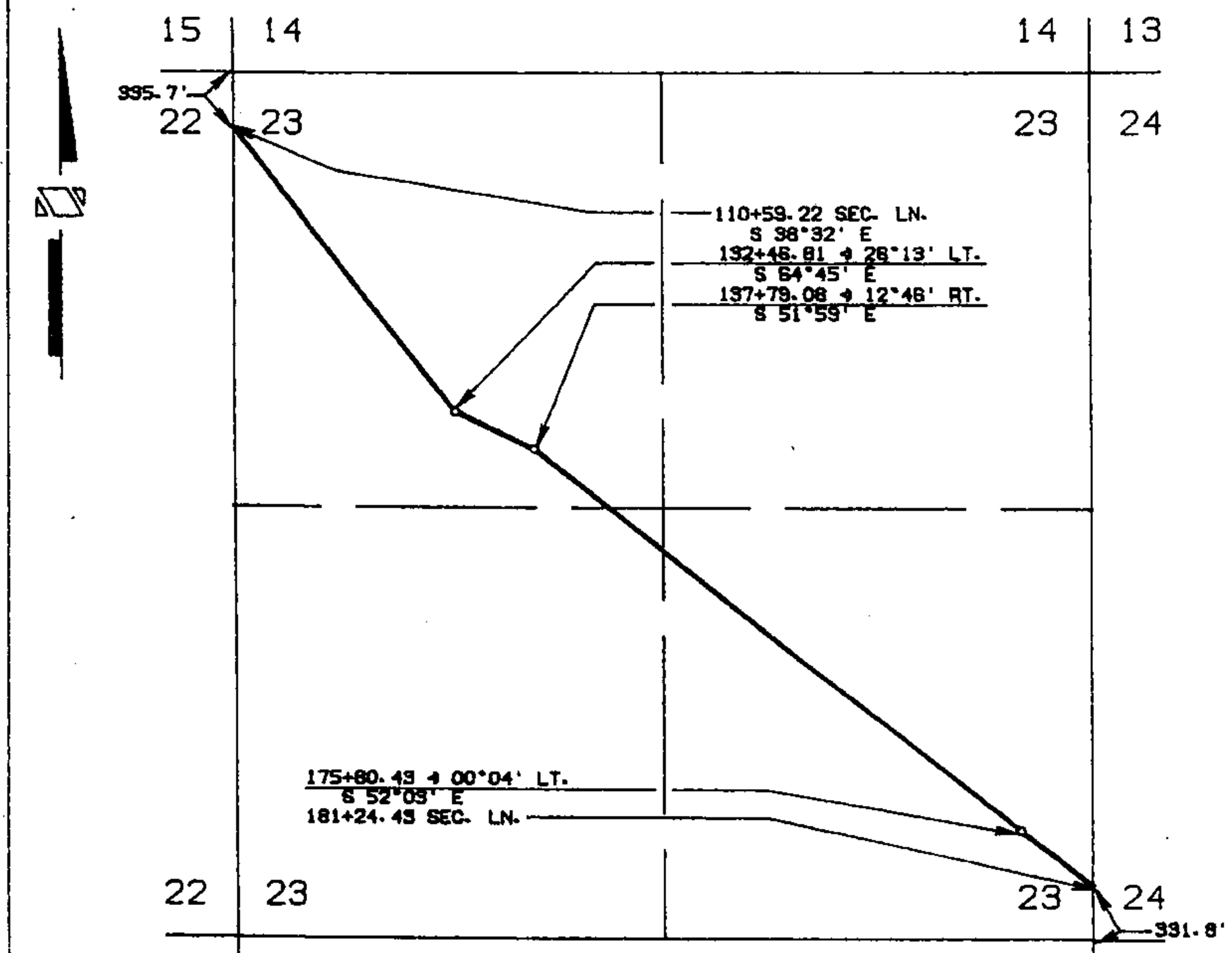
SCALE 1" = 1000' DWG. NO. 795.0-1-4

DRAWN BY JSM DATE 6-14-83

CHECKED BY SLC SURVEYED 1-3-83

APPROVED LRR W.O. NO. 22130

APPROVED SA R/W NO. 82618



APPLICATION DWG. _____ DATE _____

CONSTR. COMMENCED 12-09-82 METER NO. 90875 FORMATION _____

CONSTR. COMPLETED 12-18-82 METER NO. _____ FORMATION _____

Class Location: ☐1 ☐2 ☐3 ☐4

Facility: ☐ Gathering ☐ Transmission

Status: ☐ Jurisdictional ☐ Nonjurisdictional

Pipe Data

110+59.22 — 7076.3'-4.500" O.D. X .188" W.T. PIPE- API 5L GR. "B" ERW (X-TRU-COAT) — 181+24.43

DESIGN FACTOR

DESIGN PRESSURE

TEST PRESSURE

MAOP MINIMUM: ACTUAL: MAXIMUM:

Ownership

SUBDIVISION	OWNER	LEASE	FEET	MILES	ACRES	RODS
110+59.22 TO 181+24.43	UNITED STATES		7065.2	1.338	8.110	428.195

Rev.

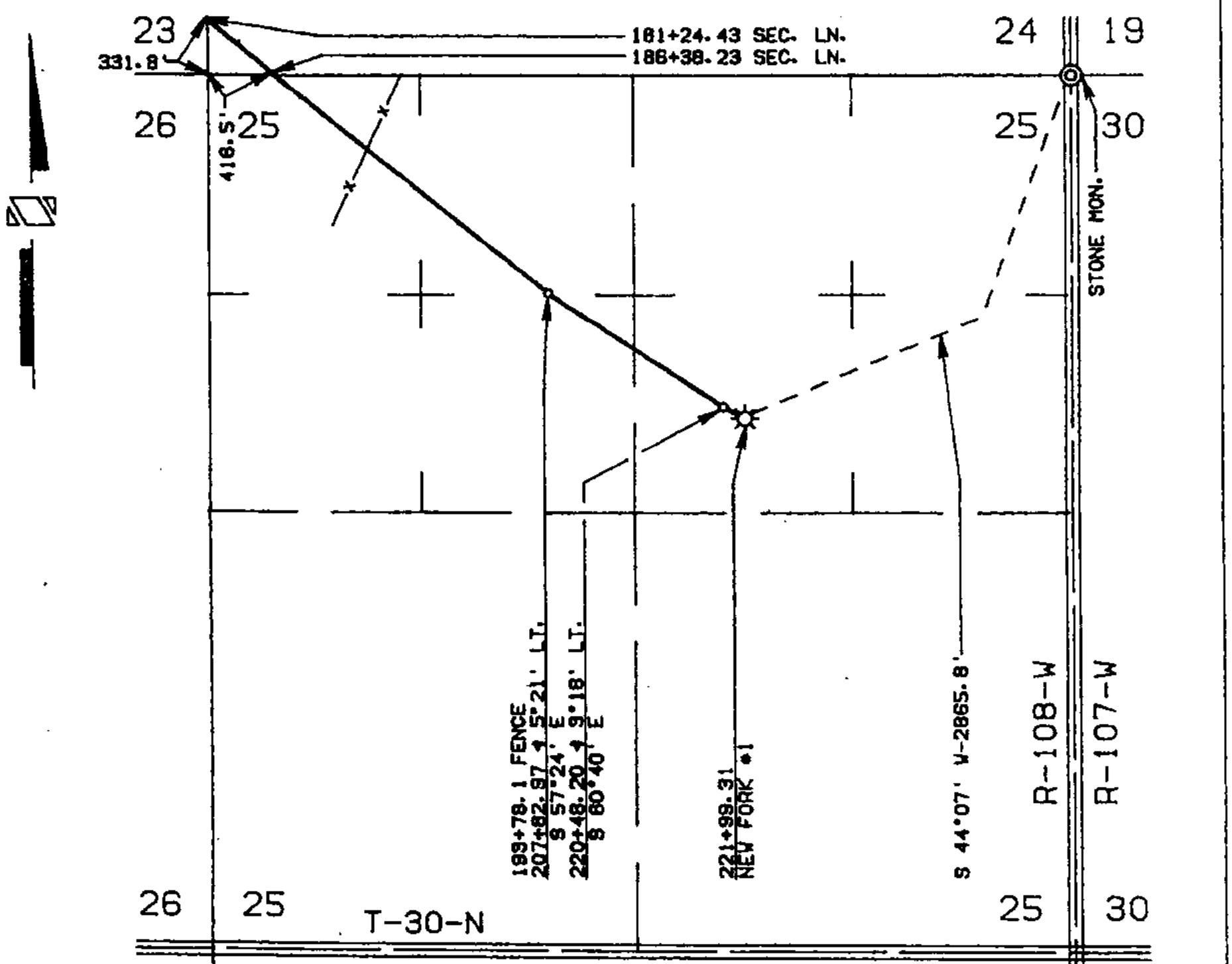
1 AS-BUILT PER NOTES DATED 1-9-89

FORM NWP 1654 (9-78) D00504

FEB

GOBBLERS KNOB GATHERING SYSTEM
LINE NORTHWEST PRODUCTION - NEW FORK #1
FROM 0+00 = ON EPNG PIPELINE (795.0-1)
COUNTY SUBLETTE STATE WYOMING
SECTION 25 TOWNSHIP 30-N RANGE 108-W

NORTHWEST PIPELINE CORPORATION
SCALE: 1"=1000' DWG. NO. 795.0-1-5
DRAWN BY JSH DATE 6-14-83
CHECKED BY SLC SURVEYED 1-3-83
APPROVED LBR W.O. NO. 22130
APPROVED SH R/W NO. 82618



APPLICATION DWG. DATE
CONSTR. COMMENCED 12-08-82 METER NO. 90975 FORMATION
CONSTR. COMPLETED 12-18-82 METER NO. FORMATION

Class Location: ☐1 ☐2 ☐3 ☐4
Facility: ☐ Gathering ☐ Transmission
Status: ☐ Jurisdictional ☐ Nonjurisdictional

Pipe Data

181+24.43		221+99.31
	4116.8'-4.500" O.D. X .188" W.T. PIPE- API 5L GR. "B" ERW (X-TRU-COAT)	

DESIGN FACTOR
DESIGN PRESSURE
TEST PRESSURE
MAOP MINIMUM: ACTUAL: MAXIMUM:

Ownership

SUBDIVISION	OWNER	LEASE	FEET	MILES	ACRES	RODS
181+24.43 TO 221+99.31	UNITED STATES		4074.9	0.772	4.677	246.962

Rev.
1 AS-BUILT PER NOTES DATED 1-3-83

FORM NWP 1654 (9-78)

FEB

GOBBLERS KNOB GATHERING SYSTEM

LINE NORTHWEST PRODUCTION - NEW FORK #1

FROM 0+00 = ON EPNG PIPELINE (795.0-1)

COUNTY SUBLETTE STATE WYOMING

SECTION 25 TOWNSHIP 30-N RANGE 108-W

NORTHWEST PIPELINE CORPORATION

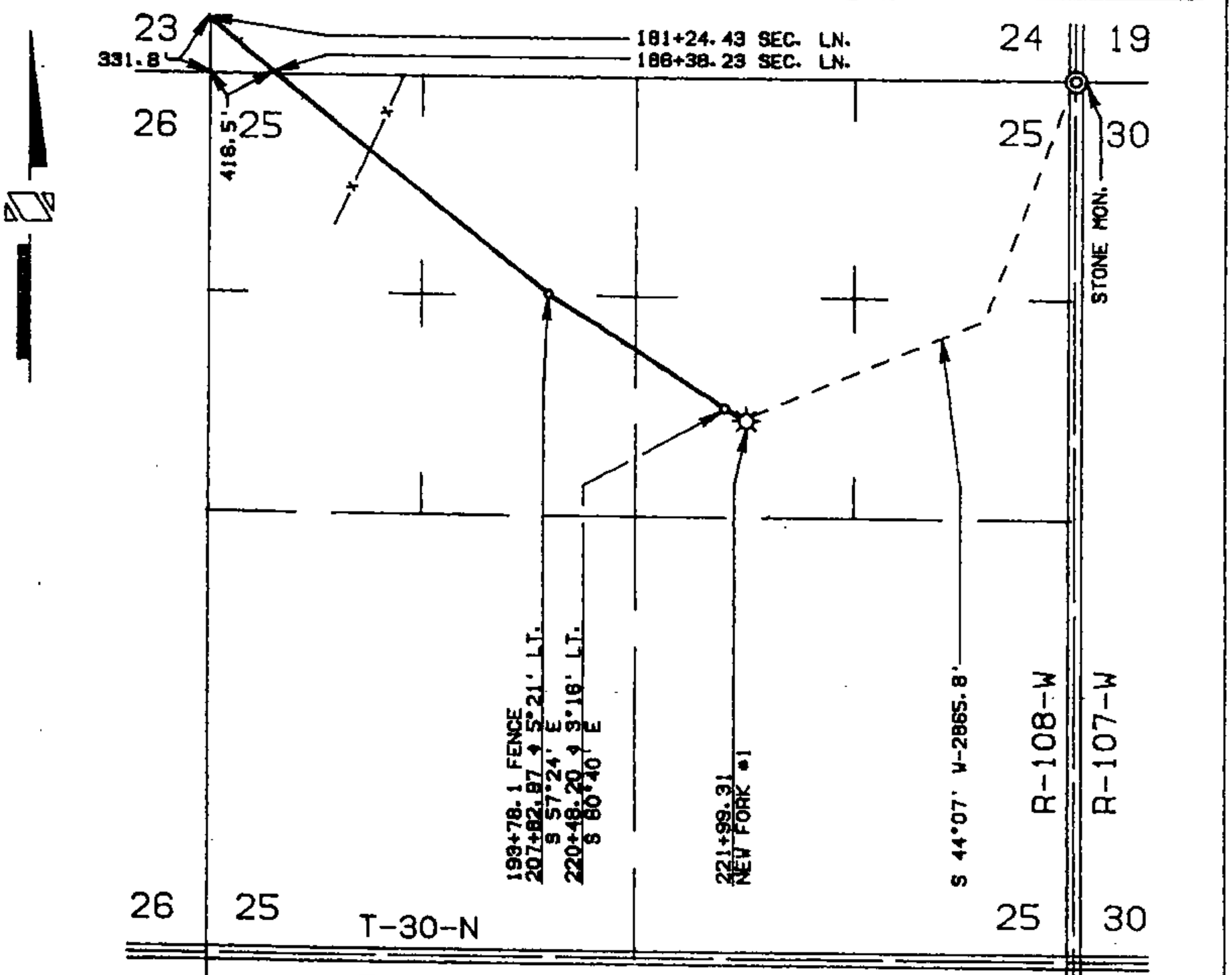
SCALE: 1"=1000' DWG. NO. 795.0-1-5

DRAWN BY JSM DATE 6-14-83

CHECKED BY SLC SURVEYED 1-3-83

APPROVED LRR W.O. NO. 22130

APPROVED SH R/W NO. 82618



APPLICATION DWG. ____ DATE ____

CONSTR. COMMENCED 12-03-82 METER NO. 90975 FORMATION ____

CONSTR. COMPLETED 12-18-82 METER NO. ____ FORMATION ____

Class Location: ☐1 ☐2 ☐3 ☐4

Facility: ☐ Gathering ☐ Transmission

Status: ☐ Jurisdictional ☐ Nonjurisdictional

Pipe Data

181+24.43	221+99.31
4118.6'-4.500" O.D. X .188" W.T. PIPE- API 5L GR. "B" ERW (X-TRU-COAT)	

DESIGN FACTOR

DESIGN PRESSURE

TEST PRESSURE

MAOP MINIMUM: ACTUAL: MAXIMUM:

Ownership	SUBDIVISION	OWNER	LEASE	FEET	MILES	ACRES	RODS
181+24.43 TO 221+99.31		UNITED STATES		4074.9	0.772	4.677	246.962

Rev. 1 AS-BUILT PER NOTES DATED 1-3-83

FORM NWP 1654 (9-78)

FEB

EXHIBIT "B"

TO THE ASSIGNMENT, CONVEYANCE AND BILL OF SALE
DATED MAY 1, 2004
BETWEEN

WILLIAMS GAS PROCESSING COMPANY
AND
ANTICLINE PIPELINE, LLC

Description of Real Estate

(Please see attached.)

FEB

Sublette County, Wyoming

EXHIBIT "B"

LN	Facility	Grantors	Section	Township	Range	Inst Dat	Book	Page
82667G1	Lateral A-1	Bureau of Land Management (WYW81010)	2,3,11	31N	109W	22/9/1982	Not	Recorded
82667G2	Lateral A-1	Gordon B. Steele, et al	2, 11	31N	109W	9/2/1982	41	687
82667G3	Lateral A-1	Brandt Jensen and Josephine B. Jensen	11	31N	109W	9/2/1982	41	691
82667G4	Lateral A-1	Leo Jensen et al	11	31N	109W	9/2/1982	41	689
82618	Pinedale Unit #7 and Lateral A-1	Bureau of Land Management (WYW81191)	9,10, 15, 22, 23, 24, 25,	30N	108W	11/4/1982	Not	Recorded

Form 3000-3a
(January 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

JUN 0 8 2004

RECEIVED

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

Lease Serial No.
WYW-131408

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)* PANNONIAN ENERGY, INC.
Street 14 Inverness Drive East, Suite H-236
City, State, ZIP Code Englewood, CO 80112 (21.52% Interest) AND (See Back Side)

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

This transfer is for: *(Check one)* [X] Oil and Gas Lease, or [ ] Geothermal Lease

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 112 West, 6th PM	63.75%	31.875%	31.875%	-0-	OF RECORD
SECTION 04: Lots 1-2, S2NE, SE SECTION 09: E2 SECTION 10: ALL SECTION 11: ALL SECTION 12: ALL Containing 2558.70 acres more or less SUBLETTE COUNTY, WYOMING This assignment covers and is effective only as to those depths and zones below the base of the Fort Union Formation, which is defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified at the depth of 6,870 feet on the logs of the Ultra drilled Chevron # 33-16 Billy Well, Located in the NWSE of Section 16, T31NR111W, Sublette County, WY.					

307706

RECORDED Nov. 9 2004 2:30 PM
IN BOOK 129 OF PAGE 53
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Kathy Souter

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

Transfer approved effective MAY 0 1 2004

By /S/ LINDA GOODWIN (Authorized Officer)

LAND LAW EXAMINER (Title) JUN 0 1 2004 (Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

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

Brek Petroleum, Inc.
602 Park Point Drive, #225
Golden, CO 80401
7.17% Interest

Shama Zoe Limited Partnership
7128 South Poplar Lane
Englewood, CO 80112
3.19% Interest

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or 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 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 18 day of December ,20 03

Name of Transferor BURLINGTON RESOURCES OIL & GAS COMPANY LP

By: BROG GP INC., its sole General Partner

Transferor _____

or
Attorney-in-fact _____ (Signature)

Robert J. Hopkins

400 West Sam Houston Pkwy, East, Suite 1200
(Transferor's Address)

Houston (City) Texas (State) 77060 (Zip Code)

Executed this 1 day of March ,20 04

PANNONIAN ENERGY, INC.

Transferee _____ (Signature)

or
Attorney-in-fact _____ (Signature)

BREK PETROLEUM, INC.

By: _____

SHAMA ZOE LIMITED PARTNERSHIP

By: _____
Gilman A. Hill, General Partner

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0034), Bureau Clearance Officer, (WO-630), Mail Stop 401 LS, 1849 C Street, N.W., Washington, D.C. 20240.

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

Form 3000-3a
(January 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECEIVED
04 APR 23 AM 8:07

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

Lease Serial No.
WYW-131409

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)* PANNONIAN ENERGY, INC.
   Street 14 Inverness Drive East, Suite H-236
   City, State, ZIP Code Englewood, CO 80112 (21.52% Interest) AND (See Back Side)

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

This transfer is for: *(Check one)* [X] Oil and Gas Lease, or [ ] Geothermal Lease

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 112 West, 6th PM SECTION 13: ALL SECTION 14: ALL SECTION 15: E2 Containing 1600.00 acres more or less SUBLETTE COUNTY, WYOMING This assignment covers and is effective only as to those depths and zones below the base of the Fort Union Formation, which is defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified at the depth of 6,870 feet on the logs of the Ultra drilled Chevron # 33-16 Billy Well, Located in the NWSE of Section 16, T31NR111W, Sublette County, WY.	63.75%	31.875%	31.875%	-0-	OF RECORD

307707

RECORDED Nov 9 2004 2:30 PM
IN BOOK 129 OF DEEDS PAGE 65
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

Transfer approved effective MAY 01 2004

By /S/ LINDA GOOKIN (Authorized Officer) LAND LAW EXAMINER (Title) JUN 01 2004 (Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

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

Brek Petroleum, Inc.
602 Park Point Drive, #225
Golden, CO 80401
7.17% Interest

Shama Zoe Limited Partnership
7128 South Poplar Lane
Englewood, CO 80112
3.19% Interest

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Executed this 18 day of December ,20 03

Name of Transferor BURLINGTON RESOURCES OIL & GAS COMPANY LP

Transferor By: BROG GP INC., its sole General Partner

or
Attorney-in-fact

(Signature)
Robert J. Hopkins

400 West Sam Houston Pkwy, East, Suite 1200
(Transferor's Address)

Houston (City) Texas (State) 77060 (Zip Code)

Executed this 1 day of March ,20 04

CANNONIAN ENERGY, INC.

Transferee (Signature)

or
Attorney-in-fact (Signature)

BREK PETROLEUM, INC.
By:

SHAMA ZOE LIMITED PARTNERSHIP
By:
Gilman A. Hill, General Partner

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0034), Bureau Clearance Officer, (WO-630), Mail Stop 401 LS, 1849 C Street, N.W., Washington, D.C. 20240.

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57

Form 3000-3a
(January 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

JUN 0 4 2004
RECEIVED

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
04 APR 23 PM 2:

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

Lease Serial No.
WYW-131410

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)

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Street 14 Inverness Drive East, Suite H-236
City, State, ZIP Code Englewood, CO 80112 (21.52% Interest) AND (See Back Side)

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

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

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a	b	c	d	e	f
Township 31 North, Range 112 West, 6th PM	63.75%	31.875%	31.875%	-0-	OF RECORD
SECTION 23: ALL SECTION 24: N2, SW, N2SE, SWSE Containing 1240.00 acres more or less SUBLETTE COUNTY, WYOMING This assignment covers and is effective only as to those depths and zones below the base of the Fort Union Formation, which is defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified at the depth of 6,870 feet on the logs of the Ultra drilled Chevron # 33-16 Billy Well, Located in the NWSE of Section 16, T31NR111W, Sublette County, WY.					

307708

RECORDED Nov. 9 2004 2:30 PM
IN BOOK 129 046 PAGE 57
FEES $ 11.00 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 MAY 01 2004

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

LAND LAW EXAMINER JUN 01 2004
(Title) (Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

Brek Petroleum, Inc.
602 Park Point Drive, #225
Golden, CO 80401
7.17% Interest

Shama Zoe Limited Partnership
7128 South Poplar Lane
Englewood, CO 80112
3.19% Interest

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or 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 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 18 day of December ,20 03

Name of Transferor BURLINGTON RESOURCES OIL & GAS COMPANY LP

By: BROG GP INC., its sole General Partner

Transferor _____

or
Attorney–in-fact _____
(Signature)
Robert J. Hopkins

400 West Sam Houston Pkwy, East, Suite 1200
(Transferor's Address)

Houston (City) Texas (State) 77060 (Zip Code)

Executed this 1 day of March ,20 04

PANNONIAN ENERGY, INC.

Transferee _____
(Signature)

or
Attorney-in-fact _____
(Signature)

BREK PETROLEUM, INC.
By: _____

SHAMA ZOE LIMITED PARTNERSHIP
By: _____
Gilman A. Hill, General Partner

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0034), Bureau Clearance Officer, (WO-630), Mail Stop 401 LS, 1849 C Street, N.W., Washington, D.C. 20240.

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

Form 3000-3a
(January 1999)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

04 APR 23 AM 9:0

RECEIVED

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.

WYW-131411

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)* PANNONIAN ENERGY, INC.
Street 14 Inverness Drive East, Suite H-236
City, State, ZIP Code Englewood, CO 80112 (21.52% Interest) AND (See Back Side)

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

This transfer is for: *(Check one)* [X] Oil and Gas Lease, or [ ] Geothermal Lease

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 112 West, 6th PM SECTION 25: ALL Containing 640.00 acres more or less SUBLETTE COUNTY, WYOMING 307709 This assignment covers and is effective only as to those depths and zones below the base of the Fort Union Formation, which is defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified at the depth of 6,870 feet on the logs of the Ultra drilled Chevron # 33-16 Billy Well, Located in the NWSE of Section 16, T31NR111W, Sublette County, WY.	63.75%	31.875%	31.875%	-0-	OF RECORD

RECORDED Nov 9 2004 2:30 PM
IN BOOK 129 046 PAGE 59
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

X Transfer approved effective MAY 01 2004

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

LAND LAW EXAMINER JUN 01 2004
(Title) (Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

Brek Petroleum, Inc.
602 Park Point Drive, #225
Golden, CO 80401
7.17% Interest

JUN 8 - 2004
RECEIVED

Shama Zoe Limited Partnership
7128 South Poplar Lane
Englewood, CO 80112
3.19% Interest

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or 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 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 18 day of December ,20 03

Name of Transferor BURLINGTON RESOURCES OIL & GAS COMPANY LP

By: BROG GP INC., its sole General Partner

Transferor

or
Attorney-in-fact (Signature)
Robert J. Hopkins

400 West Sam Houston Pkwy, East, Suite 1200
(Transferor's Address)

Houston (City) Texas (State) 77060 (Zip Code)

Executed this 1 day of March ,20 04

PANNONIAN ENERGY, INC.

Transferee (Signature)

or
Attorney-in-fact (Signature)

BREK PETROLEUM, INC.
By:

SHAMA ZOE LIMITED PARTNERSHIP
By:
Gilman A. Hill, General Partner

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0034), Bureau Clearance Officer, (WO-630), Mail Stop 401 LS, 1849 C Street, N.W., Washington, D.C. 20240.

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

Form 3000-3a
(January 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

JUN 04 2004
RECEIVED

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

Lease Serial No.
WYW-131412

BUREAU OF LAND MANAGEMENT
04 APR 23 AM 9
RECEIVED
WYOMING

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

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

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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

PANNONIAN ENERGY, INC.
14 Inverness Drive East, Suite H-236
Englewood, CO 80112 (21.52% Interest) AND (See Back Side)

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

This transfer is for: *(Check one)* [X] Oil and Gas Lease, or [ ] Geothermal Lease

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

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

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 32 North, Range 112 West, 6th PM SECTION 10: Lot 4 SECTION 20: ALL SECTION 21: ALL Containing 1302.25 acres more or less SUBLETTE COUNTY, WYOMING This assignment covers and is effective only as to those depths and zones below the base of the Fort Union Formation, which is defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified at the depth of 6,870 feet on the logs of the Ultra drilled Chevron # 33-16 Billy Well, Located in the NWSE of Section 16, T31NR111W, Sublette County, WY.	63.75%	31.875%	31.875%	-0-	OF RECORD

307710

RECORDED Jan 9 2009 2:30 PM
IN BOOK 129 046 PAGE 161
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Hall

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

Transfer approved effective MAY 01 2004

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

LAND LAW EXAMINER JUN 01
(Title) (Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

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

Brek Petroleum, Inc.
602 Park Point Drive, #225
Golden, CO 80401
7.17% Interest

Shama Zoe Limited Partnership
7128 South Poplar Lane
Englewood, CO 80112
3.19% Interest

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or 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 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 18 day of December ,20 03

Name of Transferor BURLINGTON RESOURCES OIL & GAS COMPANY LP

By: BROG GP INC., its sole General Partner

Transferor

or
Attorney–in-fact (Signature)

Robert J. Hopkins

400 West Sam Houston Pkwy, East, Suite 1200
(Transferor's Address)

Houston (City) Texas (State) 77060 (Zip Code)

Executed this 1 day of March ,20 04

PANNONIAN ENERGY, INC.

Transferee (Signature)

or
Attorney-in-fact (Signature)

BREK PETROLEUM, INC.

By:

SHAMA ZOE LIMITED PARTNERSHIP

By:

Gilman A. Hill, General Partner

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0034), Bureau Clearance Officer, (WO-630), Mail Stop 401 LS, 1849 C Street, N.W., Washington, D.C. 20240.

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Form 3000-3a
(January 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
WYW-131413

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)* PANNONIAN ENERGY, INC.
Street 14 Inverness Drive East, Suite H-236
City, State, ZIP Code Englewood, CO 80112 (21.52% Interest) AND (See Back Side)

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

This transfer is for: *(Check one)* [X] Oil and Gas Lease, or [ ] Geothermal Lease

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

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

Land Description (Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.)	Percent of Interest Owned	Conveyed	Retained	Percent of Overriding Royalty or Similar Interests Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 32 North, Range 112 West, 6th PM SECTION 23: ALL SECTION 24: ALL SECTION 25: ALL SECTION 26: ALL Containing 2560.00 acres more or less SUBLETTE COUNTY, WYOMING This assignment covers and is effective only as to those depths and zones below the base of the Fort Union Formation, which is defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified at the depth of 6,870 feet on the logs of the Ultra drilled Chevron # 33-16 Billy Well, Located in the NWSE of Section 16, T31NR111W, Sublette County, WY.	63.75%	31.875%	31.875%	-0-	OF RECORD

307711

RECORDED Nov. 9 2004 2:30PM
IN BOOK 129 PAGE 103
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Easton

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

Transfer approved effective MAY 01 2004

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

LAND LAW EXAMINER JUN 01 2004
(Title) (Date)

[redacted] [redacted] [redacted]

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

Brek Petroleum, Inc.
602 Park Point Drive, #225
Golden, CO 80401
7.17% Interest

JUN 2 6 2004
RECEIVED

Shama Zoe Limited Partnership
7128 South Poplar Lane
Englewood, CO 80112
3.19% Interest

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or 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 seperately 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 it 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 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 18 day of December ,20 03

Name of Transferor BURLINGTON RESOURCES OIL & GAS COMPANY LP

By: BROG GP INC., its sole General Partner

Transferor _____

or
Attorney–in-fact _____
(Signature)
Robert J. Hopkins

400 West Sam Houston Pkwy, East, Suite 1200
(Transferor's Address)

Houston (City) Texas (State) 77060 (Zip Code)

Executed this 1 day of March ,20 04

PANNONIAN ENERGY, INC.

Transferee _____
(Signature)

or
Attorney-in-fact _____
(Signature)

BREK PETROLEUM, INC.
By: _____

SHAMA ZOE LIMITED PARTNERSHIP
By: _____
Gilman A. Hill, General Partner

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0034), Bureau Clearance Officer, (WO-630), Mail Stop 401 LS, 1849 C Street, N.W., Washington, D.C. 20240.

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Form 3000-3a
(January 1999)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

04 APR 23 AM 9

RECEIVED

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

JUN 04 2004

RECEIVED

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.
WYW-131414

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* PANNONIAN ENERGY, INC.
   Street 14 Inverness Drive East, Suite H-236
   City, State, ZIP Code Englewood, CO 80112 (21.52% Interest) AND (See Back Side)

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

This transfer is for: *(Check one)* [X] Oil and Gas Lease, or [ ] Geothermal Lease

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

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

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 32 North, Range 112 West, 6th PM SECTION 27: ALL SECTION 28: ALL SECTION 29: ALL Containing 1920.00 acres more or less SUBLETTE COUNTY, WYOMING 307712 This assignment covers and is effective only as to those depths and zones below the base of the Fort Union Formation, which is defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified at the depth of 6,870 feet on the logs of the Ultra drilled Chevron # 33-16 Billy Well, Located in the NWSE of Section 16, T31NR111W, Sublette County, WY.	63.75%	31.875%	31.875%	-0-	OF RECORD

RECORDED Nov. 9 2004 2:30PM
IN BOOK 129 OR 6 PAGE 65
FEES $ 11.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

X Transfer approved effective MAY 01 2004

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

LAND LAW EXAMINER
(Title)

JUN 01 2004
(Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

Brek Petroleum, Inc.
602 Park Point Drive, #225
Golden, CO 80401
7.17% Interest

Shama Zoe Limited Partnership
7128 South Poplar Lane
Englewood, CO 80112
3.19% Interest

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or 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 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 18 day of December ,20 03

Name of Transferor BURLINGTON RESOURCES OIL & GAS COMPANY LP

Transferor By: BROG GP INC., its sole General Partner

or
Attorney-in-fact _____ (Signature)
Robert J. Hopkins

400 West Sam Houston Pkwy, East, Suite 1200
(Transferor's Address)

Houston (City) Texas (State) 77060 (Zip Code)

Executed this 1 day of March ,20 04

Transferee PANNONIAN ENERGY, INC. (Signature)

or
Attorney-in-fact _____ (Signature)

BREK PETROLEUM, INC.
By: _____

SHAMA ZOE LIMITED PARTNERSHIP
By: _____
Gilman A. Hill, General Partner

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0034), Bureau Clearance Officer, (WO-630), Mail Stop 401 LS, 1849 C Street, N.W., Washington, D.C. 20240.

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

67

JUN 0 4 2004

RECEIVED

Form 3000-3a
(January 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

04 APR 23 AM 9

RECEIVED

Lease Serial No.

WYW-131415

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)* PANNONIAN ENERGY, INC.
Street 14 Inverness Drive East, Suite H-236
City, State, ZIP Code Englewood, CO 80112 (21.52% interest) AND (See Back Side)

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

This transfer is for: *(Check one)* [X] Oil and Gas Lease, or [ ] Geothermal Lease

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 32 North, Range 112 West, 6th PM SECTION 32: ALL SECTION 33: ALL SECTION 34: ALL SECTION 35: ALL 307713 Containing 2560.00 acres more or less SUBLETTE COUNTY, WYOMING This assignment covers and is effective only as to those depths and zones below the base of the Fort Union Formation, which is defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified at the depth of 6,870 feet on the logs of the Ultra drilled Chevron # 33-16 Billy Well, Located in the NWSE of Section 16, T31NR111W, Sublette County, WY.	63.75%	31.875%	31.875%	-0-	OF RECORD

RECORDED Nov 9 2004 2:30 PM
IN BOOK 129 Of 6 PAGE 167
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

Transfer approved effective MAY 0 1 2004

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

LAND LAW EXAMINER JUN 0 1 2004
(Title) (Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

Brek Petroleum, Inc.
602 Park Point Drive, #225
Golden, CO 80401
7.17% Interest

Shama Zoe Limited Partnership
7128 South Poplar Lane
Englewood, CO 80112
3.19% Interest

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or 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 transfer is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 15 day of December ,20 03

Name of Transferor BURLINGTON RESOURCES OIL & GAS COMPANY LP

By: BROG GP INC., its sole General Partner

Transferor _____

or
Attorney-in-fact _____ (Signature)
Robert J. Hopkins

400 West Sam Houston Pkwy, East, Suite 1200
(Transferor's Address)

Houston (City) Texas (State) 77060 (Zip Code)

Executed this 1 day of March ,20 04

PANNONIAN ENERGY, INC.

Transferee _____ (Signature)

or
Attorney-in-fact _____ (Signature)

BREK PETROLEUM, INC.

By: _____

SHAMA ZOE LIMITED PARTNERSHIP

By: _____
Gilman A. Hill, General Partner

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0034), Bureau Clearance Officer, (WO-630), Mail Stop 401 LS, 1849 C Street, N.W., Washington, D.C. 20240.

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

Form 3000-3a
(January 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
WYW-144148

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

04 APR 23 AM 9:

RECEIVED

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)* PANNONIAN ENERGY, INC.
   Street 14 Inverness Drive East, Suite H-236
   City, State, ZIP Code Englewood, CO 80112 (21.52% Interest) AND (See Back Side)

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

This transfer is for: *(Check one)* [X] Oil and Gas Lease, or [ ] Geothermal Lease

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

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

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. a	Percent of Interest Owned b	Conveyed c	Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	Previously reserved or conveyed f
Township 31North, Range 112 West, 6th PM SECTION 08: SE SECTION 17: E2E2, SWNE Containing 360.00 acres more or less SUBLETTE COUNTY, WYOMING	63.75%	31.875%	31.875%	-0-	OF RECORD

307714

RECORDED Nov. 9 2004 2:30PM
IN BOOK 129 P+G
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

Transfer approved effective MAY 01 2004

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

LAND LAW EXAMINER
(Title)

JUN 01 2004
(Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

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

Brek Petroleum, Inc.
602 Park Point Drive, #225
Golden, CO 80401
7.17% Interest

JUN 0 6 2004
RECEIVED

Shama Zoe Limited Partnership
7128 South Poplar Lane
Englewood, CO 80112
3.19% Interest

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or 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 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 23 day of December ,20 03

Name of Transferor BURLINGTON RESOURCES OIL & GAS COMPANY LP

By: BROG GP INC., its sole General Partner

Transferor

or
Attorney–in-fact (Signature) Robert J. Hopkins

400 West Sam Houston Pkwy, East, Suite 1200
(Transferor's Address)

Houston (City) Texas (State) 77060 (Zip Code)

Executed this 1 day of March ,20 04

PANNONIAN ENERGY, INC.

Transferee (Signature)

or
Attorney-in-fact (Signature)

BREK PETROLEUM, INC.
By:

SHAMA ZOE LIMITED PARTNERSHIP
By: Gilman A. Hill
Gilman A. Hill, General Partner

BURDEN HOURS STATEMENT

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

Form 3000-3a
(January 1999)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

04 APR 23

RECEIVED

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.

WYW-146475

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)* PANNONIAN ENERGY, INC.
Street 14 Inverness Drive East, Suite H-236
City, State, ZIP Code Englewood, CO 80112 (21.52% Interest) AND (See Back Side)

*If more than one transferee, check here [X] and list the name(s) and address(es) of all additional transferees on the reverse of this formor 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

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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 31North, Range 112 West, 6th PM	63.75%	31.875%	31.875%	-0-	OF RECORD
SECTION 04: Lot 4, S2NW, SW SECTION 05: Lots 1-3, S2N2, S2 SECTION 08: NE SECTION 09: W2					
Containing 1357.07 acres more or less SUBLETTE COUNTY, WYOMING					

307715

RECORDED Nov 9 2004 2:30 PM
IN BOOK 129 Orig PAGE 71
FEES $ 11.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

Transfer approved effective MAY 01 2004

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

LAND LAW EXAMINER JUN 01 2004
(Title) (Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

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602 Park Point Drive, #225
Golden, CO 80401
7.17% Interest

JUN 04 2004
RECEIVED

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7128 South Poplar Lane
Englewood, CO 80112
3.19% Interest

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By: BROG GP INC., its sole General Partner

Transferor _____

or
Attorney–in-fact _____
(Signature)
Robert J. Hopkins

400 West Sam Houston Pkwy, East, Suite 1200
(Transferor's Address)

Houston (City) Texas (State) 77060 (Zip Code)

Executed this 1 day of March ,20 04

PANNONIAN ENERGY, INC.

Transferee _____
(Signature)

or
Attorney-in-fact _____
(Signature)

BREK PETROLEUM, INC.

By: _____

SHAMA ZOE LIMITED PARTNERSHIP

By: _____
Gilman A. Hill, General Partner

BURDEN HOURS STATEMENT

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Form 3000-3a
(January 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
WYW-146476

04 APR 23 AM 9:00

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)

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	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 32North, Range 112 West, 6th PM SECTION 07: Lots 1-3 SECTION 08: Lot 2 Containing 158.12 acres more or less SUBLETTE COUNTY, WYOMING	63.75%	31.875%	31.875%	-0-	OF RECORD

307716

RECORDED Dec. 9 2004 2:30 PM
IN BOOK 129 046 PAGE 73
FEES $ 11.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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Transfer approved effective MAY 01 2004

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

LAND LAW EXAMINER MAY 01 2004
(Title) (Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

JUN 04 2004
RECEIVED

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.

Brek Petroleum, Inc.
602 Park Point Drive, #225
Golden, CO 80401
7.17% Interest

Shama Zoe Limited Partnership
7128 South Poplar Lane
Englewood, CO 80112
3.19% Interest

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or 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 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 18 day of December ,20 03

Name of Transferor BURLINGTON RESOURCES OIL & GAS COMPANY LP

By: BROG GP INC., its sole General Partner

Transferor

or
Attorney–in-fact (Signature)

Robert J. Hopkins

400 West Sam Houston Pkwy, East, Suite 1200
(Transferor's Address)

Houston (City) Texas (State) 77060 (Zip Code)

Executed this 1 day of March ,20 04

PANNONIAN ENERGY, INC.

Transferee (Signature)

or
Attorney-in-fact (Signature)

BREK PETROLEUM, INC.

By:

SHAMA ZOE LIMITED PARTNERSHIP

By: Gilman A. Hill
Gilman A. Hill, General Partner

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0034), Bureau Clearance Officer, (WO-630), Mail Stop 401 LS, 1849 C Street, N.W., Washington, D.C. 20240.

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

Form Approved by the Attorney General and Effective January 1, 1996

STATE OF WYOMING OIL AND GAS LEASE

Lease # 04-00351
Parcel # 382
Fund Code: SR

DEE

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

Lance Oil & Gas Co., Inc.

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

Section: 8 SESE

Township:35N Range: 110W the 6th P.M.

County: Sublette Acres: 40.00 $40.00 ($1.00 per acre or fraction thereof)

Together with the right of ingress and egress and the right to use so much of the surface of said lands as is necessary to construct and maintain thereupon all works, building, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other facilities necessary to the proper conduct of operations there under.

Section 2. TERM OF LEASE. This lease shall become effective on the day and year set out below and shall remain in effect for a primary term of five (5) years and for so long thereafter as leased substances may be produced from the lands in paying quantities. This lease may also be extended beyond its primary term in the absence of production of leased substances as may be provided by the statutes of the State of Wyoming and the regulations of the Board of Land Commissioners adopted pursuant thereto. Provided, however, if drilling, completion, testing or reworking operations are being diligently conducted, either during the primary term or during any extension thereof, this lease shall continue in full force and effect so long as such operations are being conducted and so long thereafter as oil or gas may be produced in paying quantities. This lease may be relinquished or terminated at an earlier date as herein provided.

Section 3. If the LESSOR owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid LESSOR shall be reduced proportionately.

Section 4. LESSEE expressly represents that, if an individual, LESSEE is a citizen of the United States, or has declared an intention to become a citizen, and is over 19 years of age-and if a corporation, is duly qualified to transact business in Wyoming.

Section 5. This lease is issued under the authority conferred by Title 36, W.S. 1977 as to the State and School Lands, and Title 11, W.S. 1977 as to Farm Loan lands, and shall be subject to, and operations by LESSEE hereunder shall be conducted in compliance with the specific lease terms set out on the reverse of this lease, and with all applicable state statutory requirements and the regulations issued thereunder, including those providing for: the leasing of State or Farm Loan Lands for oil and gas; the conservation of oil and gas; and the regulation of security transactions.

Section 6. HEIRS AND SUCCESSORS IN INTEREST. It is covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit thereof shall inure to the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

Section 7. SOVEREIGN IMMUNITY. The State of Wyoming and the lessor do not waive sovereign immunity by entering into this lease, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute 1-39-104 (a)and all other state laws.

IN WITNESS WHEREOF, this lease has been executed by LESSOR and LESSEE to become effective on the 2nd day of, June, 2004 A.D.

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

By: _____
Director
Office of State Lands and Investments

LANCE OIL & GAS COMPANY, INC.

LESSEE: _____
Mark R. Perry, Attorney-In-Fact

Address: 1099 18th Street, Suite #1200

City: Denver, State: Colorado Zip: 80202

Phone # 303-452-5603

307792

RECORDED Nov. 16 2004 9:50 AM
IN BOOK 129 OR 6 PAGE 75
FEES $ 11.00 County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING
By _____

48188 00

[redacted] [redacted] [redacted]

OIL AND GAS TERMS

Section 1 THE LESSEE AGREES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) MONTHLY PAYMENTS AND STATEMENTS. Unless the time of payment is otherwise extended by the Office of State Lands and Investments to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish seven monthly statements thereafter showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon contiguous or contiguous land operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form or report prescribed by lessor.

(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i)LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps, and reports shall be submitted in duplicate and the Office of State Lands and Investments may waive such reports as conditions may warrant.

(j)PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the under drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had an obtained.

(k)SUSPENSION OF OPERATIONS. Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2.00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

(l)DILIGENCE-PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor; not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense, to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(m)TAXES AND WAGES-FREEDOM OF PURCHASE. To pay, when due all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee, to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(n)ASSIGNMENTS OF LEASE-PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid, must have the approval of the Board or by the Office of State Lands and Investments when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o)DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or removal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease, sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissioners insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

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

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

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

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

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

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

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

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

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

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

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

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[illegible]ELYIS

Form 3000-3a
(January 1999)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

2004 APR 12 AM 9:00
RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
WYW-153283

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)* PANNONIAN ENERGY, INC.
Street 14 Inverness Drive East, Suite H-236
City, State, ZIP Code Englewood, CO 80112 (24.81% Interest) AND (See Back Side)

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

This transfer is for: *(Check one)* [X] Oil and Gas Lease, or [ ] Geothermal Lease

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 111 West, 6th PM SECTION 04: SW4SW4 Containing 40.00 acres more or less SUBLETTE COUNTY, WYOMING This assignment covers and is effective only as to those depths and zones below the base of the Fort Union Formation, which is defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified at the depth of 7,262 feet on the logs of the Ultra drilled Cottonwood #32-33 Well, Located in the SWNE of Section 33, T32NR111W, Sublette County, WY.	78.75%	39.37%	39.37%	-0-	OF RECORD

307800
RECORDED Nov. 16 2004 10:40 A M
IN BOOK 1290 PAGE 77
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

CERTIFIED
to be a true and comparative copy of the official records on file
NOV 01 2004
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

ORIGINAL

THE UNITED STATES OF AMERICA

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

Transfer approved effective MAY 01 2004

By Pamela J. Lewis (Authorized Officer) **Chief, Fluid Minerals Adjudication** (Title) MAY 14 2004 (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.

Brek Petroleum, Inc.
602 Park Point Drive, #225
Golden, CO 80401
10.63% Interest

Shama Zoe Limited Partnership
7128 South Poplar Lane
Englewood, CO 80112
3.94% Interest

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or 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 transfer is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 19 day of February ,20 04

Name of Transferor BURLINGTON RESOURCES OIL & GAS COMPANY LP

By: BROG GP INC., its sole General Partner

Transferor

or
Attorney–in-fact

(Signature)
Robert J. Hopkins

400 West Sam Houston Pkwy, East, Suite 1200
(Transferor's Address)

Houston (City) Texas (State) 77060 (Zip Code)

Executed this 15th day of March ,20 04

PANNONIAN ENERGY, INC.

Transferee

(Signature) Michael K. Decker
or
Attorney-in-fact Executive Vice-President and Chief Operating Officer
(Signature)

BREK PETROLEUM, INC.

By:
Richard Jeffs, President

SHAMA ZOE LIMITED PARTNERSHIP

By:
Gilman A. Hill, General Partner

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0034), Bureau Clearance Officer, (WO-630), Mail Stop 401 LS, 1849 C Street, N.W., Washington, D.C. 20240.

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

Form 3000-3a
(January 1999)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

2004 APR 12 AM 9:09
RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
WYW-153283

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)* PANNONIAN ENERGY, INC.
Street 14 Inverness Drive East, Suite H-236
City, State, ZIP Code Englewood, CO 80112 (25.31% Interest) AND (See Back Side)

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

This transfer is for: *(Check one)* [X] Oil and Gas Lease, or [ ] Geothermal Lease

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 111 West, 6th PM SECTION 04: Lots 1-4, S2N2, NW4SW4, E2SW4, SE4 Containing 600.74 acres more or less SUBLETTE COUNTY, WYOMING This assignment covers and is effective only as to those depths and zones below the base of the Fort Union Formation, which is defined as 300 feet below the stratigraphic equivalent of the formation characteristics identified at the depth of 7,262 feet on the logs of the Ultra drilled Cottonwood #32-33 Well, Located in the SWNE of Section 33, T32NR111W, Sublette County, WY.	75.%	37.5%	37.5%	-0-	OF RECORD

307801
RECORDED Nov. 16 04 10:00 AM
IN BOOK 129 of G PAGE 784
FEES $ 11.00 MARJORIE KOON COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Seaton

CERTIFIED
to be a true and comparative copy
of the official records on file
NOV 01 2005
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

ORIGINAL

THE UNITED STATES OF AMERICA

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

Transfer approved effective MAY 0 1 2004

By [signature] (Authorized Officer) **Chief, Fluid Minerals Adjudication** (Title) MAY 1 4 2004 (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.

Brek Petroleum, Inc.
602 Park Point Drive, #225
Golden, CO 80401
8.44% Interest

Shama Zoe Limited Partnership
7128 South Poplar Lane
Englewood, CO 80112
3.75% Interest

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or 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 transfer is added to all previously created overriding royalties (43 CFR 3241).

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

Executed this 19 day of February ,20 04

Name of Transferor BURLINGTON RESOURCES OIL & GAS COMPANY LP

By: BROG GP INC., its sole General Partner

Transferor(s)

or
Attorney-in-fact (Signature) Robert J. Hopkins

400 West Sam Houston Pkwy, East, Suite 1200
(Transferor's Address)

Houston (City) Texas (State) 77060 (Zip Code)

Executed this 15th day of March ,20 04

PANNONIAN ENERGY, INC.

Transferee (Signature) Michael K. Decker

or
Attorney-in-fact Executive Vice-President and (Signature) Chief Operating Officer

BREK PETROLEUM, INC.

By: Richard Jeffs, President

SHAMA ZOE LIMITED PARTNERSHIP

By: Gilman A. Hill, General Partner

BURDEN HOURS STATEMENT

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

CORRECTION ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS, that Jane Dubitzky 520 S 5th Ave, Bozeman, MT, Assignor, for the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, did convey, transfer, assign and deliver without warranty express or implied, under Assignment of Overriding Royalty dated May 28, 2004 and recorded in Book 127 0&G, page 604, Sublette County, WY. unto the following party shown below:

The Jane Ann Dubitzky, Revocable Trust
Dated December 17, 2004
Jane Ann Dubitzky Trustee
520 S. 5th
Bozeman, MT 59715

WHEREAS an overriding royalty interest was assigned to the above Trust on all oil, gas and other hydrocarbon substances that may be produced, saved, and marketed from the oil and gas leases described as follows:

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

WHEREAS the date of the Jane Ann Dubitzky Revocable Trust dated December 17, **2004** needs to be corrected to properly identify the trust date.

NOW THEREFORE the assignee shown on the original Assignment as The Jane Ann Dubitzky Revocable Trust dated December 17, 2004 needs to read as follows:

The Jane Ann Dubitzky Revocable Trust
Dated December 17, **2003**
Jane Ann Dubitzky Trustee
520 S 5th Ave.
Bozeman, MT 59715

This instrument is to correct the date of said Trust only and does not effect or increase the interest conveyed, nor any of the other terms of the original Assignment of Overriding Royalty dated May 28, 2004.

WITNESS my hand on this 1st day of October, 2004.

Enclosed:
~~Check~~
$21.00

Jane Ann Dubitzky, Trustee

Jane A Dubitzky
Jane Ann Dubitzky Revocable Trust
Dated December 17, 2003

PHYLLIS C. CONNER NOTARIAL SEAL STATE OF MONTANA

July 12, 2008

STATE OF Montana)
) ss.
COUNTY OF Gallatin)

307826
307886

RECORDED Nov. 17 2004 9:45a.m.
IN BOOK 127 O&G PAGE 81
FEES $21.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Smith

The foregoing instrument was acknowledged before me this 1st day of October, 2004, by Jane A Dubitzky.

My Commission expires: July 12, 2008

Phyllis C Conner
Notary Public

EXHIBIT "A"

ASSIGNMENT OF OVERRIDING ROYALTY

SUBLETTE COUNTY, WYOMING

T29N, R108W, 6th PM

SECTION 21: ALL
SECTION 23: ALL
SECTION 24: ALL

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

14. Lessor: USA WYW-015316
SECTION 9: N/2

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

Producers 88(DOP)2/00

307828

RECORDED Nov. 17 2004 10:05AM
IN BOOK 129 016 PAGE 84
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 26th day of October, 2004, by and between

Purdue Alumni Association Inc., as Trustee
~~C/O Purdue University~~
~~Memorial Union Building~~ 403 W. Wood Street
West Lafayette, Indiana 47907

hereinafter called Lessor (whether one or more) and DOLAR ENERGY, L.L.C., whose address is 935 East South Union Avenue, Suite D-202, Midvale, Utah 84047-2393 hereinafter called Lessee:

WITNESSETH: that Lessor, for and in consideration of ten or more DOLLARS ($10.00+)in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto said lessee the lands hereinafter described for the purpose of prospecting, exploring by geophysical and other methods drilling, mining operating for and producing oil or gas, or both, including, but not as a limitation, casinghead gas, casinghead gasoline, gas-condensate (distillate), gas producible from coal-bearing formations, and any substance, whether similar or dissimilar, produced in a gaseous state, all associated hydrocarbons produced in a liquid or gaseous form, all sulfur, and for injecting water and other fluids, gas, air, and other gaseous substances into subsurface strata, together with the right to construct and maintain pipe lines, telephone and electric lines, tanks, powers, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas, and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or co-jointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said being situated in the Counties of Sublette, State of Wyoming, and being described as follows, to-wit:

Township 31 North, Range 109 West, 6th PM
Section 15: Lots 3, 4, 5, 6, 9, SW¼SW¼
Section 20: SE¼SE¼
Section 21: Lots 1, 4, 5, 7, 8, 10, E½NE¼
Section 29: Lot 1

Township 31 North, Range 108 West, 6th PM
Section 23: SE¼SE¼
Section 24: SW¼SW¼
Section 25: N½NW¼

Together with all accretion and riparian rights thereto and all right, title and interest to the bed of the New Fork River.

together with all strips, parcels of land and riparian rights adjoining or contiguous to the above described tract of land, and owned or claimed by lessor and containing 690.02 acres, more or less.

1. It is agreed that lease shall remain in force for a term of Three (3) years from this date and as long hereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

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

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal of one-sixth (1/6th) of all oil produced and saved from the leased premises.

2nd. To pay Lessor on-sixth (1/6th) of the gross proceeds each year, payable monthly, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of one-sixth (1/6th), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-sixth (1/6th) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

9. It is understood and agreed that Lessee, its successors or assigns, shall pay Lessor for any damage done to crops, trees or livestock by reason of Lessee's operation thereon and shall pay for any damage to roads, culverts, bridges and fences, or other improvements on Lessor's lands resulting from the use by Lessee in connection with oil and gas exploration thereof by Lessee, its successors or asigns, and that upon the abandonment of said lease or surrender thereof, the Lessee, its successor or assigns shall reclaim the disturbed lands within a reasonable period of time in accordance with governmental regulations.

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

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

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

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

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

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

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

Purdue Alumni Association, Inc, as Trustee

By: Mark Wright
Mark Wright

Title: Director of Financial Operations

Tax ID # 35-0595500

CORPORATE NOTARY

STATE OF INDIANA)
) **SS**
COUNTY OF Tippecanoe)

BEFORE ME, the undersigned authority, on this day personally appeared Mark Wright **known to me to be the person whose name is subscribed to the foregoing instrument as the** Director of Financial Operations **of** Purdue Alumni Association, Inc., as Trustee **and acknowledged to me that** he **executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st **day of** November **, 2004.**

My Commission expires:

August 27, 2008

Gail A. Overholser
Notary Public
Gail A. Overholser
A resident of Carroll County, IN.

MyFiles/Forms

[redacted] [redacted] [redacted]

ATTACHMENT "A"

to that certain Oil and Gas Lease dated October 26, 2004 from the Purdue Alumni Association, Inc., as Trustee, to Dolar Energy, L.L.C.

A. The terms "Lessee," "Lessor," "Royalty," "Cost of Production" and "Working Interest" as defined in Wyo. Stat. Ann S 30-5-304 are incorporated in this lease and shall be deemed controlling over any and all terms contained in this lease to the contrary.

B. The right of Lessee to extend this lease by making shut-in gas royalty payments as provided in Paragraphs 4 and 12 shall be limited to two (2) such consecutive one (1) year periods. If the well remains shut-in for more than two (2) such consecutive one (1) year periods, this lease shall terminate.

C. The right of Lessee to pool, communitize or unitize this lease pursuant to Paragraph 12 shall be limited as follows: (1) Lessor must provide a copy of the recorded declaration of pooling, communitization agreement or unit agreement to Lessor; and (2) if production is not achieved upon the leasehold, if at least one hundred sixty (160.00) acres of the leasehold are not included in a participating area, or if production is not otherwise allocated to at least one hundred sixty (160.00) acres of the leasehold within two (2) years of the effective date of the pooling declaration, communitization agreement or unit agreement, the pooling, communitization or unitization of this lease shall be deemed void *ab initio* and, unless it is still then within its primary term, this lease shall terminate.

D. Lessee, its successors and assigns shall indemnify, defend and hold harmless Lessor, its successors, assigns and heirs, and each of them, from any and all claims, demands, damages, losses, liabilities and causes of action, response costs, clean-up costs, and expenses, including fees of attorneys and experts, arising out of, and in any way relating to Lessee's exploration, drilling, reclamation and production and other operations and activities in, on, and under the leased lands, including, but not limited to: (a) claims of third parties (including government agencies) for damages, penalties, response costs, cleanup costs, contribution claims, injunctive or other relief; (b) costs of removal and restoration; and (c) injury to real or personal property or natural resources on or off the leased lands.

LESSOR:

Purdue Alumni Association, Inc. as Trustee

By: Mark Wright
Mark Wright,
Director of Financial Operations

LESSEE:

Dolar Energy, L.L.C.

By: _____
Mark S. Dolar,
Managing Member

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

This instrument, dated effective as of the 30th day of September, 2004, is by **ENDEAVOR ENERGY RESOURCES, L.P.**, a Texas limited partnership, whose address for all purposes is 110 North Marienfeld, Suite 200, Midland, Texas 79701-4412 ("Mortgagor"), and **GUARANTY BANK, FSB**, a federal savings bank, as Administrative Agent for the Lenders, whose address for all purposes is 333 Clay Street, Suite 4400, Houston, Texas 77002-4103 ("Mortgagee").

W I T N E S S E T H :

WHEREAS, Mortgagor has heretofore executed certain security instruments as more particularly described in Exhibit B attached hereto and incorporated herein for all purposes by this reference (as amended, the "Security Instruments," whether one or more); and

WHEREAS, the benefits of the Mortgagee under the Security Instruments are now owned and held by Guaranty Bank, FSB, as Administrative Agent for the Lenders, and

WHEREAS, pursuant to the terms and conditions of the Credit Agreement dated effective as of November 14, 2001 (as amended, restated, or supplemented from time to time the "Credit Agreement"), by and between Mortgagor and Mortgagee, the parties hereto desire to ratify and amend the Security Instruments as described below;

NOW, THEREFORE, in consideration of the foregoing, the benefits to be derived by Mortgagor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Mortgagor, the parties hereto agree as follows:

1. AMENDMENT OF SPECIFIC EVIDENCE OF INDEBTEDNESS. The Security Instruments are hereby amended to delete Section 2.1 and to substitute therefor the following:

2.1 Specific Obligations. The Obligations, including, without limitation, the indebtedness evidenced by the Credit Agreement and the Promissory Notes executed by the Mortgagor to the order of the Lender pursuant to the Credit Agreement in the aggregate face amount of up to $350,000,000.00, bearing interest and payable as provided therein or as provided in the Credit Agreement (the "Notes").

2. INCLUSION OF ADDITIONAL MORTGAGE PROPERTY. The Security Instruments are hereby amended so as to subject to the liens and security interests thereof the oil, gas and mineral interests described in Exhibit A and all elements of personalty associated therewith and as to which a security interest therein may be created pursuant to the Uniform Commercial Code, including, but not limited to, "as-extracted collateral" as such term is defined in the Uniform Commercial Code, whether now owned and existing or hereafter acquired or arising and those enumerated in the Security Instruments (together with the interests presently subject to the Security Instruments, the "Mortgaged Property"). All references to the Mortgaged Property in the Security Instruments or herein shall be deemed to include the oil, gas and mineral interests described in Exhibit A and personalty associated therewith.

307840

RECORDED Nov. 17 2004 11:35 AM
IN BOOK 1290 MG PAGE 87
FEES $ 38.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Rucker

[redacted] [redacted] [redacted]

3. WARRANTIES, REPRESENTATIONS, AND COVENANTS. The warranties, representations and covenants of Mortgagor contained in the Security Instruments are hereby remade by Mortgagor to Mortgagee and are in full force and effect as of the date hereof. Said warranties, representations, and covenants shall apply with equal force and effect to the oil, gas and mineral interests described in Exhibit A and personalty associated therewith.

4. REAFFIRMATION OF SECURITY INSTRUMENTS. To secure the Indebtedness, Mortgagor has granted, bargained, sold, mortgaged, assigned, transferred and conveyed, and by these presents does grant, bargain, sell, mortgage, assign, transfer and convey, unto the Trustee named in the Security Instruments ("Trustee"), for the benefit of Mortgagee, and grants to Mortgagee a security interest in, all of Mortgagor's right, title and interest, whether now owned or hereafter acquired, in and to the Mortgaged Property, including, without limitation, the oil, gas and mineral interests described in Exhibit A and personalty associated therewith.

TO HAVE AND TO HOLD the Mortgaged Property, together with the rights, privileges and appurtenances now or hereafter at any time before the release of the Security Instruments in anywise belonging or appertaining thereto, unto said Trustee, as Trustee forever, IN TRUST, NEVERTHELESS, for the benefit of Mortgagee, to secure the payment of the Indebtedness (as described in the Security Instruments as amended herein) and the performance of the agreements and covenants of Mortgagor herein and in the Security Instruments.

5. MISCELLANEOUS. This instrument shall be considered as an amendment to and ratification of the Security Instruments, and the Security Instruments, as herein expressly amended, are hereby ratified, approved and confirmed in every respect. All liens created, extended or renewed by the Security Instruments are hereby extended, renewed and carried forward by this instrument and incorporated herein. All references to the Security Instruments in any documents heretofore or hereafter executed shall be deemed to refer to the Security Instruments as amended by this instrument.

For the convenience of the parties, this instrument may be executed in multiple counterparts. For recording purposes, various counterparts have been executed, and there may be attached to each such counterpart (a) an Exhibit B containing the filing or recording data for the Security Instruments recorded in the county or state in which the particular counterpart hereof is to be filed or recorded, and/or (b) an Exhibit A containing only the description of those properties to be included as Mortgaged Property. A complete, original counterpart of this instrument with complete exhibits may be obtained from Mortgagee. Each of the counterparts hereof so executed shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

For recording purposes in Oklahoma, attached to the counterparts to be recorded in Oklahoma is a Schedule 1 describing the properties covered by a Security Instrument being amended.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this instrument on the dates of their respective acknowledgments, but effective as of September 30, 2004.

MORTGAGOR (Debtor):

ENDEAVOR ENERGY RESOURCES, L.P.

By: **ENDEAVOR PETROLEUM, LLC,**
its General Partner

By: _____
Autry C. Stephens, Sole Member

MORTGAGEE:

GUARANTY BANK, FSB,
Administrative Agent

By: _____
Richard E. Menchaca, Sr. Vice President

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared **AUTRY C. STEPHENS**, Sole Member of **ENDEAVOR PETROLEUM, LLC**, General Partner of **ENDEAVOR ENERGY RESOURCES, L.P.**, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of such partnership, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of September, 2004.

BETTY S. HART
NOTARY PUBLIC
STATE OF TEXAS
My Comm Expires 07-30-

Betty S. Hart
NOTARY PUBLIC in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared **RICHARD E. MENCHACA**, Senior Vice President of **GUARANTY BANK, FSB**, a federal savings bank, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of such savings bank, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of October, 2004.

MARTHA STRIPLING
MY COMMISSION EXPIRES
April 30, 2008

Martha Stripling
NOTARY PUBLIC in and for the State of Texas

EXHIBIT A
TO
RATIFICATION OF AND AMENDMENT TO
DEED OF TRUST, SECURITY AGREEMENT,
FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION

N/A

EXHIBIT B
TO
RATIFICATION OF AND AMENDMENT TO MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION

SECURITY INSTRUMENTS

1. Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production dated November 14, 2001, from Endeavor Energy Resources, L.P., to Guaranty Bank, FSB, filed and recorded as follows:

JURISDICTION	FILING DATA
NEW MEXICO	
Chaves County	Filed November 26, 2001, in Book 421, Page 411.
Lea County	Filed November 26, 2001, under Clerk's File No. 14358, Book 1114, Page 279.
Roosevelt County	Filed November 26, 2001, in Book 85, Page 352.
OKLAHOMA	
Ellis County	Filed December 3, 2001, under Clerk's File No. 6645, Miscellaneous Book 660, Page 441.
Kingfisher County	Filed December 5, 2001, under Clerk's File No. 4657, Book 1784, Page 193.
Roger Mills County	Filed December 3, 2001, under Clerk's File No. 2001-6024, Volume 1662, Page 142.
TEXAS	
Andrews County	Filed November 26, 2001, under Clerk's File No. 01-3381, Official Public Records, Volume 777, Page 580.
Borden County	Filed November 26, 2001, under Clerk's File No. 010883, Deed of Trust Records, Volume 88, Page 681.
Bowie County	Filed November 26, 2001, under Clerk's

	File No. 15727, Volume 3585, Page 94.
Brazos County	Filed November 29, 2001, under Clerk's File No. 00760787, Official Records, Volume 4394, Page 67.
Burleson County	Filed November 26, 2001, under Clerk's File No. 0004615, Official Public Records, Volume 560, Page 237.
Cochran County	Filed November 26, 2001, under Clerk's File No. 2878, Real Property Records, Volume 250, Page 833.
Colorado County	Filed November 26, 2001, under Clerk's File No. 4918, Official Records, Volume 387, Page 404.
Crane County	Filed November 26, 2001, under Clerk's File No. 80954, Official Public Records, Volume 432, Page 466.
Dawson County	Filed November 26, 2001, under Clerk's File No. 2868, Deed of Trust Records, Volume 254, Page 1.
Ector County	Filed December 14, 2001, under Clerk's File No. 15532, Official Public Records, Volume 1630, Page 65.
Gaines County	Filed November 26, 2001, under Clerk's File No. R0004243, Official Public Records, Volume 737, Page 101.
Garza County	Filed November 26, 2001, under Clerk's File No. 011251, Deed Records, Book 257, Page 339.
Glassock County	Filed November 26, 2001, under Clerk's File No. 4475, Official Public Records, Volume 58, Page 571.
Gray County	Filed November 26, 2001, under Clerk's File No. 0153251, Official Public Records, Volume 778, Page 287.
Hardin County	Filed November 27, 2001, under Clerk's File No. 01-06226, Official Public Records,

	Volume 1294, Page 181.
Hemphill County	Filed November 26, 2001, under Clerk's File No. 033828, Official Public Records, Volume 542, Page 502.
Howard County	Filed November 26, 2001, under Clerk's File No. 00005404, Official Records, Volume 845, Page 475.
Irion County	Filed November 26, 2001, under Clerk's File No. 020468, Official Public Records, Volume 143, Page 140.
Lipscomb County	Filed November 26, 2001, under Clerk's File No. 32997, Real Property Records, Volume 401, Page 368.
Loving County	Filed November 26, 2001, under Clerk's File No. 01 514, Official Public Records, Volume 21, Page 824.
Martin County	Filed November 26, 2001, under Clerk's File No. 1457, Official Public Records, Volume 122, Page 72.
Midland County	Filed November 26, 2001, under Clerk's File No. 21639, Volume 1930, Page 206.
Ochiltree County	Filed November 26, 2001, under Clerk's File No. 63950, Official Public Records, Volume 598, Page 642.
Pecos County	Filed November 26, 2001, under Clerk's File No. 73217, Deed of Trust Records, Volume 314, Page 293.
Reagan County	Filed November 26, 2001, under Clerk's File No. 93410, Official Public Records, Volume 32, Page 122.
Scurry County	Filed November 26, 2001, under Clerk's File No. 0103678, Official Records, Volume 492, Page 510.
Smith County	Filed November 28, 2001, under Clerk's File No. 2001-R0053853, Official Public

	Records, Volume 6116, Page 167.
Sterling County	Filed November 26, 2001, under Clerk's File No. 11057, Official Public Records, Volume 12, Page 286.
Upton County	Filed November 26, 2001, under Clerk's File No. 0129109, Volume 713, Page 250.
Val Verde County	Filed November 26, 2001, under Clerk's File No. 0190412, Official Public Records, Volume 792, Page 751.
Ward County	Filed November 26, 2001, under Clerk's File No. 2517, Official Public Records, Volume 716, Page 159.
Winkler County	Filed November 26, 2001, under Clerk's File No. B70189, Official Public Records, Volume 485, Page 838.

2. Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production dated August 1, 2002, between Endeavor Energy Resources, L.P. and Guaranty Bank, FSB, filed and recorded as follows:

JURISDICTION	FILING DATA
NEW MEXICO	
Eddy County	Filed August 30, 2002, under Clerk's Entry No. 0209308, in Book 469, Page 486.
NORTH DAKOTA	
Billings County	Filed September 9, 2002, as Document No. 118736, in Book 92 of Mortgages, Page 195.
OKLAHOMA	
Woods County	Filed September 4, 2002, under Clerk's Entry No. 6598, in Book 942 of Misc., Page 320.
TEXAS	
Crockett County	Filed September 4, 2002, as Document No. 137062, in Book 614, Page 282, of the

[redacted] [redacted] [redacted]

	Official Records.
Lynn County	Filed September 4, 2002, under Clerk's Entry No. 2002-0977, in Volume 345, Page 109, in the Official Public Records.
Moore County	Filed September 5, 2002, under Clerk's Entry No. 145005, in Book 555, Page 785, Official Public Records of Real Property.
Reeves County	Filed September 4, 2002, under Clerk's Entry No. 1968, in Volume 654, Page 797, of the Official Public Records of Real Property.
WYOMING	
Sublette County	Filed September 10, 2002, under Clerk's Entry No. 292646, in Book 122 O & G, Page 643.

3. Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production dated as of January 15, 2003, from Endeavor Energy Resources, L.P. to Arthur R. Gralla, Jr., Trustee for the benefit of Guaranty Bank, FSB, filed and recorded as follows:

JURISDICTION	FILING DATA
OKLAHOMA	
Nowata County	Filed on February 3, 2003, under Instrument No. I-2003-299075, Book 0699, Page 19
Washington County	Filed on February 4, 2003, under Instrument No. 27597, Book 991, Page 844

4. Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production dated as of May 15, 2003, from Endeavor Energy Resources, L.P. to Arthur R. Gralla, Jr., Trustee for the benefit of Guaranty Bank, FSB, filed and recorded as follows:

JURISDICTION	FILING DATA
TEXAS	

Reeves County	Filed May 30, 2003 (recorded June 2, 2003), under Clerk's Entry No. 001245, in OPR Volume 665, Page 68
Yoakum County	Filed May 30, 2003, under Clerk's Entry No. 222415, in Volume 246, Page 628 of the Official Public Record

5. Act of Mortgage and Security Agreement dated as of May 15, 2003, from Endeavor Energy Resources, L.P. to Arthur R. Gralla, Jr., Trustee for the benefit of Guaranty Bank, FSB, filed and recorded as follows:

JURISDICTION	FILING DATA
LOUISIANA	
De Soto Parish	Filed May 30, 2003, under Clerk's Entry No. 601203
Lincoln Parish	Filed May 28, 2003, under Clerk's Entry No. 047164

6. Mortgage, Deed of Trust, Security Agreement, Financing Statement and Assignment of Production dated as of March 15, 2004, by Endeavor Energy Resources, L.P., and Guaranty Bank, FSB, as Administrative Agent for the Lenders, filed and recorded as follows:

JURISDICTION	FILING DATA
TEXAS	
Schleicher County	Filed May 4, 2004, as Instrument No. 081921 and recorded May 13, 2004, in Volume 440, Page 923 in the Official Public Records

[redacted] [redacted] [redacted]

ASSIGNMENT OF OIL AND GAS LEASEHOLD INTEREST

THIS ASSIGNMENT made this 16th day of November, 2004, by MARY HAY, whose address is 812 Bushnell Avenue, Rock Springs, Wyoming 82901, hereinafter called "Assignor";

WITNESSETH:

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

307872

RECORDED Nov. 19 2004 9:5a M
IN BOOK 129 O+G PAGE 98
FEES $ 11.00 M. L. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

98

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 10: NE/4SE/4, S/2SE/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
MARY HAY

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this 16th day of November, 2004, by MARY HAY.

Witness my hand and official seal.

My commission expires:

ANNA M. COPELAND NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES OCT. 7, 2007

Anna M. Copeland
Notary Public

[redacted] [redacted] [redacted]

ASSIGNMENT

For valuable consideration, **MARY GUENZEL** (Assignor) grants and conveys to **MARY GUENZEL, TRUSTEE OF THE MARY GUENZEL 1991 TRUST** (Assignee), whose address is P.O. Box 955, Divide, Colorado 80814-0955, all of Assignor's interest in all oil and gas interests owned by Assignor in the State of Wyoming. This Assignment includes, without limitation, all of Assignor's interest in the following described properties in Sublette County, Wyoming:

Lease WYW-015315: Township 32N Range 109W Section 7 Lots 1,2,5,6,7,8,11 and 12, Section 18 E/2, Section 19 E/2, Section 20 All; Township 33N, Range 109W Section 32 SW/4 NW/4, E/2 NW/4, SW/4; Township 32N Range 109W Section 21 W/2; Pinedale #7: Pinedale Anticline SE/4 NE/4 Section 15-T20N-R108W.

To have and to hold unto Assignee, her successors and assigns, forever.

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

Signed on November 17, 2004.

Mary Guenzel
Mary Guenzel

307879

RECORDED 11.00.19 2004 12:00PM
IN BOOK 129046 PAGE 100
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

THE STATE OF COLORADO §

COUNTY OF Teller §

This document was acknowledged before me on 11-17, 2004 by Mary Guenzel.

WADE I. SWOPE NOTARY PUBLIC STATE OF COLORADO

Notary Public, State of Colorado

MY COMMISSION EXPIRES
08/19/2008

081004:0842
135869.1

100

101

RECORDED Dec. 1 2004 3:05 pM
IN BOOK 129 046 PAGE 101
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

CONVEYANCE

(PINEDALE PROPERTIES)

308026

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

This Conveyance ("this conveyance") is dated to be effective as of 12:01 am MST, October 1, 2004 (the "Effective Time") and is made by and between COOKSEY FAMILY TRUST ("Assignor"), whose address is 4925 Grenville Ave., Box 92, Dallas, Texas 75206, and MLB RESOURCES LP ("Assignee"), a Texas Limited Partnership whose address is 1202 Richardson Dr., #115, Richardson, Texas 75080.

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 of the Oil and Gas Records of 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 Royalties, Inc. ("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"; and

(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) Assignor desires to sell, assign and convey to Assignee an undivided .005 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 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, Assignor does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Assignee, its successors and assigns, and undivided .005 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and conveyed 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 made and delivered subject to the terms and provisions of that certain Participation Agreement, effective as of November 1, 2003, by and between Noble and Assignor, reference to which is here made for all purposes.

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

1. ASSIGNOR HAS NOT MADE AND ASSIGNOR 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 OF ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR, (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 ASSIGNOR AND ASSIGNEE THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS CONVEYED TO ASSIGNEE IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS ASSIGNEE 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. ASSIGNOR AND ASSIGNEE AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. ASSIGNOR AND ASSIGNEE 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 Assignee 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, whose address is 13601 Preston Road, Suite 1008W, Dallas, Texas 75240, shall have the right and Assignee 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 Grantee's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Assignee and, after deducting therefrom all sums due and owing by Grantee to Noble, if any, remit the balance of said proceeds, if any, to Grantee, such remittance to be by Noble's check forwarded or mailed to Assignee; provided, however, that no third party purchaser of production shall be required to see to the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Assignee or anyone claiming by, through or under Assignee 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 Assignee's share of the proceeds herein described and, to the extent the proceeds received by Noble for Assignee's account exceed the amounts then due by Assignee to Noble as described above, if any, such proceeds shall remain the property of Assignee until paid over by Noble to Assignee. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble and the provisions hereof 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 and their respective successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 12 day of November, 2004, but shall be effective as of the Effective Time.

COOKSEY FAMILY TRUST

By: Robert A Cooksey, Trustee
Robert A. Cooksey, Trustee

PP2

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 15th day of November, 2004, by ROBERT A. COOKSEY, as Trustee of the COOKSEY FAMILY TRUST, on behalf of said trust.

LIONEL E. GILLY
MY COMMISSION EXPIRES
September 30, 2006

Notary Public, State of Texas

[redacted] [redacted] [redacted]

CONVEYANCE

(PINEDALE CREST PROPERTIES)

RECORDED Dec. 1 2004 3:05 PM
IN BOOK 129 OR 6 PAGE 104
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

STATE OF WYOMING § **308027**

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

This Conveyance ("this conveyance") is dated to be effective as of 12:01 am MST, October 1, 2004 (the "Effective Time") and is made by and between COOKSEY FAMILY TRUST ("Assignor"), whose address is 4925 Greenville Ave., Box 92, Dallas, Texas 75206, and MLB RESOURCES LP ("Assignee"), a Texas Limited Partnership whose address is 1202 Richardson Dr., #115, Richardson, Texas 75080.

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, which instrument was recorded in Sublette County, Wyoming, from Nerd Royalties LLC to Pinedale Crest Royalties, a trade name in the state of Wyoming only for Noble Royalties, Inc. ("Noble") in Book 127, Page 179 of the Oil and Gas records and to that certain instrument entitled "Correction of Legal Description in Assignment and Bill of Sale" dated to be effective as of the Effective Time, which instrument was recorded in Sublette County, Wyoming in Book 127, Page 606 of the Oil and Gas records covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instruments are hereinafter collectively referred to as the "Assignment"; and

(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) Assignor desires to sell, assign and convey to Assignee an undivided .005 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 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, Assignor does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Assignee, its successors and assigns, and undivided .005 interest in and to the Interests.

This conveyance is subject to, and the Interests herein assigned and conveyed 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.

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

1. ASSIGNOR HAS NOT MADE AND ASSIGNOR 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 OF ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR, (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

PC 1

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 ASSIGNOR AND ASSIGNEE THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS CONVEYED TO ASSIGNEE IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS ASSIGNEE 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. ASSIGNOR AND ASSIGNEE AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. ASSIGNOR AND ASSIGNEE 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 Assignee 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, whose address is 13601 Preston Road, Suite 1008W, Dallas, Texas 75240, shall have the right and Assignee 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 Grantee's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Assignee and, after deducting therefrom all sums due and owing by Grantee to Noble, if any, remit the balance of said proceeds, if any, to Grantee, such remittance to be by Noble's check forwarded or mailed to Assignee; provided, however, that no third party purchaser of production shall be required to see to the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Assignee or anyone claiming by, through or under Assignee 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 Assignee's share of the proceeds herein described and, to the extent the proceeds received by Noble for Assignee's account exceed the amounts then due by Assignee to Noble as described above, if any, such proceeds shall remain the property of Assignee until paid over by Noble to Assignee. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble and the provisions hereof 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 and their respective successors and assigns.

IN WITNESS WHEREOF, this conveyance is executed this 12 day of November, 2004, but shall be effective as of the Effective Time.

COOKSEY FAMILY TRUST

By: Robert A Cooksey, Trustee
Robert A. Cooksey, Trustee

PC2

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 15th day of November, 2004, by ROBERT A. COOKSEY, as Trustee of the COOKSEY FAMILY TRUST, on behalf of said trust.

Lionel E. Gilly
Notary Public, State of Texas

LIONEL E. GILLY
MY COMMISSION EXPIRES
September 30, 2006

Pc 3

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS THAT:

COUNTY OF SUBLETTE

ASSIGNMENT AND CONVEYANCE
OF OVERRIDING ROYALTY INTERESTS

This Assignment and Conveyance of Overriding Royalty Interests (this "Assignment") dated November 16, 2004, and effective as of October 1, 2004 (the "Effective Date"), is entered into by DRAWBRIDGE SPECIAL OPPORTUNITIES FUND LP, a Delaware limited partnership, located at 1251 Avenue of the Americas, Suite 1600,New York, New York 10020 ("Assignor"), in favor of Denver Mineral & Royalty Company, LLC a Colorado limited liability company located at P.O. Box 4477, Englewood, Colorado 80155-4477, Miller Oil & Gas Assets, LLC, a Colorado limited liability company located at 5358 S. Havana Court, Englewood, Colorado 80111 and Cook Resources, LLC, an Oklahoma limited liability company located at P.O. Box 702037, Tulsa, Oklahoma 74170-2037 ("Assignee").

Recitals

Assignor is the owner of certain Overriding Royalty Interests (as defined in the Conveyances) created by and described in those certain recorded instruments each entitled "Assignment of Overriding Royalty Interest" (the "Conveyances"), which Conveyances are described in Annex 1 hereto. The Conveyances are incorporated by reference herein and all persons are referred thereto for the terms thereof and for specific descriptions of the Overriding Royalty Interests. The Overriding Royalty Interests created by the Conveyances, owned by Assignor and assigned hereby are herein called the "Transferred Overriding Royalty Interests."

NOW THEREFORE, for the sum of $100.00 paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Effective as of the Effective Date, Assignor, for good and valuable consideration in hand paid by Assignee, hereby GRANTS, BARGAINS, SELLS, ASSIGNS, TRANSFERS and CONVEYS, without recourse or warranty (except the special warranty provided below) or representation all rights, titles, and interests in and to the Transferred Overriding Royalty Interests and any and all of the other rights arising from or under the Conveyances (collectively, the "Assigned Rights") to the individual Assignees in the percentage set forth below.

Assignee	Percentage
Denver Mineral & Royalty Company, LLC	50%
Miller Oil & Gas Assets, LLC	25%
Cook Resources, LLC	25%

308033

RECORDED Dec. 2 2004 8:50a.m.
IN BOOK 129 046 PAGE 107
FEES $ 35.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Saxton

[redacted] [redacted] [redacted]

Assignor hereby binds itself, its successors and assigns to warrant and forever defend the title to the Transferred Overriding Royalty Interests herein granted, conveyed, assigned, and transferred unto Assignee, its successors and assigns, against the lawful claims and demands of every person whomsoever claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise.

2. Assumption. Assignee hereby assumes the express obligations of the grantee/assignee under the Conveyances to the extent such obligations arise under the terms of the Conveyances.

3. DISCLAIMER. **THIS ASSIGNMENT, SHALL BE "AS IS, WHERE IS" AND WITHOUT WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE AS TO TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH ANY LAW, ENVIRONMENTAL OR ANY OTHER SORT OF WARRANTY AND SHALL BE WITHOUT RECOURSE AGAINST ASSIGNOR OR ITS AFFILIATES WHATSOEVER EVEN AS TO THE RETURN OF THE PURCHASE PRICE OR OTHER CONSIDERATION, (EXCEPT AS TO THE SPECIAL WARRANTY OF TITLE); PROVIDED, HOWEVER, THAT ASSIGNEE SHALL BE GRANTED FULL SUBSTITUTION AND SUBROGATION IN AND TO ALL THE RIGHTS AND ACTIONS OF ASSIGNOR AGAINST ALL PRECEDING OWNERS AND VENDORS. ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR HAS NOT MADE, AND ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY EXPRESSLY WAIVES, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, INCLUDING, ANY REPRESENTATION AND WARRANTY AS TO ANY OIL AND GAS LEASE OR MINERAL INTEREST OUT OF WHICH THE OVERIDING ROYALTY INTERST HAVE BEEN CARVED OUT OF OR ANY RESERVES OF HYDROCARBONS, PRODUCTION RATES OR DECLINES ATTRIBUTABLE THERETO OR THE ENVIRONMENTAL CONDITION THEREOF.**

ALL DESCRIPTIONS, INFORMATION AND OTHER MATERIALS ("Data") FURNISHED BY ASSIGNOR AND/OR MEAGHER OIL AND GAS PROPERTIES INC. (the "Broker") INCLUDING INFORMATION PUBLISHED IN SALE BROCHURES, ADVERTISEMENTS, CATALOGS OR ANY OTHER PROMOTIONAL MATERIALS, ARE FURNISHED SOLELY FOR CONVENIENCE PURPOSES AND ANY RELIANCE OR USE OF SUCH DATA IS AT ASSIGNEE'S SOLE RISK. THE ASSIGNOR AND THE BROKER MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR CORRECTNESS OF SUCH DATA OR AS TO THE QUALITY OR QUANTITY OF THE HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE PROPERTIES, OR THE ABILITY OF ANY PROPERTY TO PRODUCE HYDROCARBONS.

4. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be identical and all of which, taken together, shall constitute one and the same instrument, and each of the parties hereto may execute this Assignment by signing any such counterpart.

5. Governing Law. Insofar as permitted by otherwise applicable law, this Assignment shall be construed under and governed by the laws of the State of Texas (excluding choice of law and conflict of law rules); provided, however, that, with respect to any portion of the collateral located outside of the State of Texas, the laws of the place in which such collateral are located in, or offshore adjacent to (and state law made applicable as a matter of federal laws), shall apply to the extent of procedural and substantive matters relating only to the creation, perfection, foreclosure of liens and enforcement of rights and remedies against the collateral.

[SIGNATURES BEGIN NEXT PAGE]

IN TESTIMONY WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officer on the date of its respective acknowledgment, but to be effective as of October 1, 2004.

ASSIGNOR

DRAWBRIDGE SPECIAL OPPORTUNITIES FUND LP

By: Drawbridge Special Opportunities GP LLC

By: _____
Name: _____
Title: MARC K. FURSTEIN
CHIEF OPERATING OFFICER

ASSIGNEE

COOK RESOURCES, LLC

By: _____
Name: Matthew E. Meagher
Title: Manager

DENVER MINERAL & ROYALTY COMPANY, LLC

By: _____
Name: James E. Powers
Title: Manager

MILLER OIL & GAS ASSETS, LLC

By: _____
Name: Rocky Miller
Title: Manager

///

ACKNOWLEDGMENT

STATE OF New York §
§
COUNTY OF New York §

The foregoing instrument was acknowledged before me by Marc. K Fursteen as Chief Operating Officer of Drawbridge Special Opportunities GP LLC, general partner of Drawbridge Special Opportunities Fund LP, a Delaware limited partnership, on behalf of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of November, 2004.

NOTARIAL SEAL:

Michael J. Cohn
Notary Public, State of New York
No. 02C06105265
Qualified in New York County
Commission Expires February 9, 2006

Notary Public My commission expires:

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

Before me, the undersigned Notary Public in and for the said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of November, 2004.

NOTARIAL SEAL:

_____ My commission expires:
Notary Public

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____ as _____ of Drawbridge Special Opportunities GP LLC, general partner of Drawbridge Special Opportunities Fund LP, a Delaware limited partnership, on behalf of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of November, 2004.

NOTARIAL SEAL:

_____ My commission expires:
Notary Public

ACKNOWLEDGMENT

STATE OF COLORADO §
§
COUNTY OF ARAPAHOE §

Before me, the undersigned Notary Public in and for the said County and State, on this day personally appeared Matthew E. Meagher, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of November, 2004.

NOTARIAL SEAL:

CHERYL C. MARTINEZ NOTARY PUBLIC STATE OF COLORADO

C. Martinez
Notary Public

My commission expires: 8-31-07

My Commission Expires 08/31/2007

ACKNOWLEDGMENT

STATE OF COLORADO §
§
COUNTY OF ARAPAHOE §

Before me, the undersigned Notary Public in and for the said County and State, on this day personally appeared James E. Powers, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17 day of November, 2004.

NOTARIAL SEAL:

Notary Public

My commission expires:

ACKNOWLEDGMENT

STATE OF COLORADO §
§
COUNTY OF ARAPAHOE §

Before me, the undersigned Notary Public in and for the said County and State, on this day personally appeared Rocky Miller, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of November, 2004.

NOTARIAL SEAL:

CHERYL C. MARTINDALE NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 08/31/2007

My commission expires: 8-31-07

[redacted] [redacted] [redacted]

ANNEX 1

1. Assignment of Overriding Royalty Interest from Infinity to Drawbridge, dated July 2, 2003, and recorded as follows: (a) at Book 979, Page 1375 (Reception #1391201), on July 21, 2003, in the records of Sweetwater County, Wyoming; and (b) at Book 125, Page 150 (Reception #298560), on July 21, 2003, in the records of Sublette County, Wyoming.

2. Assignment of Overriding Royalty Interest from Infinity to Drawbridge, dated March 26, 2004, and recorded at Book 997, Page 300 (Reception #1409612), on April 5, 2004, in the records of Sweetwater County, Wyoming.

The Instruments listed above relate to the properties attached hereto on Exhibit A.

Exhibit A
Lease Schedule

COUNTY	LESSOR	TOWNSHIP	RANGE	DESCRIPTION	BOOK/PAGE
SWEETWATER	UNITED STATES WYW-151781	18 NORTH	100 WEST	SECTION 12: N/2, SW, N/2SE, SWSE	977/1354
SWEETWATER	UNITED STATES WYW-151782	18 NORTH	100 WEST	SECTION 12: SESE	977/1346
SWEETWATER	RME LAND CORP	18 NORTH	100 WEST	SECTION 1: SE	945/694
SWEETWATER	RME LAND CORP	18 NORTH	100 WEST	SECTION 1: NW (ADA LOTS 3, 4, S/2NW)	945/666
SWEETWATER	RME LAND CORP	18 NORTH	100 WEST	SECTION 1: SW	945/708
SWEETWATER	RME LAND CORP	18 NORTH	100 WEST	SECTION 1: NE (ADA LOTS 1, 2, S/2NE)	945/680
SWEETWATER	UNITED STATES WYW-028211	18 NORTH	100 WEST	SECTION 2: NE	NA
SWEETWATER	ANADARKO LAND CORP	18 NORTH	100 WEST	SECTION 13: NE	996/320
SWEETWATER	ANADARKO LAND CORP	18 NORTH	100 WEST	SECTION 13: NW	996/307
SWEETWATER	ANADARKO LAND CORP	18 NORTH	100 WEST	SECTION 13: SW	996/346
SWEETWATER	ANADARKO LAND CORP	18 NORTH	100 WEST	SECTION 13: SE	996/333
SWEETWATER	UNITED STATES WYW-030074	18 NORTH	100 WEST	SECTION 14: NW	NA
SWEETWATER	RME LAND CORP	19 NORTH	100 WEST	SECTION 23: NE	962/645

SWEETWATER	RME LAND CORP	19 NORTH 100 WEST	SECTION 23: SE	962/658
SWEETWATER	RME LAND CORP	19 NORTH 100 WEST	SECTION 23: SW	962/671
SWEETWATER	RME LAND CORP	19 NORTH 100 WEST	SECTION 23: NW	962/684
SUBLETTE	ROBERT V. THOMPSON	29 NORTH 114 WEST	SECTION 1: LOTS 5-7, SWNE, W/2SE	117/597 EXT 124/622
SUBLETTE	GORDON M. MICKELSON, TRUSTEE	29 NORTH 113 WEST	SECTION 6: LOTS 5-7, E/2SW, SENW, S/2NE	118/528 EXT 124/622
SUBLETTE	UNITED STATES WYW-36438	30 NORTH 114 WEST	SECTION 33: SW, W/2SE	64/168
SUBLETTE	UNITED STATES WYW-56739	30 NORTH 114 WEST	SECTION 32: SE, SESW	58/470
SUBLETTE	UNITED STATES WYW-38887	29 NORTH 114 WEST	SECTION 4: LOT 4, SWNW, N/2SW SECTION 5: LOTS 1, 2, 3, S/2NE, SENW, N/2SE, NESW	52/119
SUBLETTE	UNITED STATES WYW-49633	29 NORTH 114 WEST	SECTION 4: LOTS 2, 3, SENW	NA
SUBLETTE	UNITED STATES WYW-136852	29 NORTH 114 WEST	SECTION 1: LOTS 1, 2	NA
SUBLETTE	UNITED STATES WYW-136357	29 NORTH 113 WEST	SECTION 6: LOTS 1-4	NA

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS THAT:

COUNTY OF SUBLETTE

ASSIGNMENT AND CONVEYANCE
OF OVERRIDING ROYALTY INTERESTS

This Assignment and Conveyance of Overriding Royalty Interests (this "Assignment") dated November 16, 2004, and effective as of October 1, 2004 (the "Effective Date"), is entered into by D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P. a Delaware limited partnership, located at 745 5th Avenue, 18th Floor, New York, New York 10151 ("Assignor"), in favor of Denver Mineral & Royalty Company, LLC a Colorado limited liability company located at P.O. Box 4477, Englewood, Colorado 80155-4477, Miller Oil & Gas Assets, LLC, a Colorado limited liability company located at 5358 S. Havana Court, Englewood, Colorado 80111 and Cook Resources, LLC, an Oklahoma limited liability company located at P.O. Box 702037, Tulsa, Oklahoma 74170-2037 ("Assignee").

Recitals

Assignor is the owner of certain Overriding Royalty Interests (as defined in the Conveyances) created by and described in those certain recorded instruments each entitled "Assignment of Overriding Royalty Interest" (the "Conveyances"), which Conveyances are described in Annex 1 hereto. The Conveyances are incorporated by reference herein and all persons are referred thereto for the terms thereof and for specific descriptions of the Overriding Royalty Interests. The Overriding Royalty Interests created by the Conveyances, owned by Assignor and assigned hereby are herein called the "Transferred Overriding Royalty Interests."

NOW THEREFORE, for the sum of $100.00 paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Effective as of the Effective Date, Assignor, for good and valuable consideration in hand paid by Assignee, hereby GRANTS, BARGAINS, SELLS, ASSIGNS, TRANSFERS and CONVEYS, without recourse or warranty (except the special warranty provided below) or representation all rights, titles, and interests in and to the Transferred Overriding Royalty Interests and any and all of the other rights arising from or under the Conveyances (collectively, the "Assigned Rights") to the individual Assignees in the percentage set forth below.

Assignee	Percentage
Denver Mineral & Royalty Company, LLC	50%
Miller Oil & Gas Assets, LLC	25%
Cook Resources, LLC	25%

308034

RECORDED Dec. 2 2004 8:50a M
IN BOOK 129 O&G PAGE 117
FEES $ 35.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Saxton

[redacted] [redacted] [redacted]

Assignor hereby binds itself, its successors and assigns to warrant and forever defend the title to the Transferred Overriding Royalty Interests herein granted, conveyed, assigned, and transferred unto Assignee, its successors and assigns, against the lawful claims and demands of every person whomsoever claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise.

2. Assumption. Assignee hereby assumes the express obligations of the grantee/assignee under the Conveyances to the extent such obligations arise under the terms of the Conveyances.

3. DISCLAIMER. **THIS ASSIGNMENT, SHALL BE "AS IS, WHERE IS" AND WITHOUT WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE AS TO TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH ANY LAW, ENVIRONMENTAL OR ANY OTHER SORT OF WARRANTY AND SHALL BE WITHOUT RECOURSE AGAINST ASSIGNOR OR ITS AFFILIATES WHATSOEVER EVEN AS TO THE RETURN OF THE PURCHASE PRICE OR OTHER CONSIDERATION, (EXCEPT AS TO THE SPECIAL WARRANTY OF TITLE); PROVIDED, HOWEVER, THAT ASSIGNEE SHALL BE GRANTED FULL SUBSTITUTION AND SUBROGATION IN AND TO ALL THE RIGHTS AND ACTIONS OF ASSIGNOR AGAINST ALL PRECEDING OWNERS AND VENDORS. ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR HAS NOT MADE, AND ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY EXPRESSLY WAIVES, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, INCLUDING, ANY REPRESENTATION AND WARRANTY AS TO ANY OIL AND GAS LEASE OR MINERAL INTEREST OUT OF WHICH THE OVERIDING ROYALTY INTERST HAVE BEEN CARVED OUT OF OR ANY RESERVES OF HYDROCARBONS, PRODUCTION RATES OR DECLINES ATTRIBUTABLE THERETO OR THE ENVIRONMENTAL CONDITION THEREOF.**

ALL DESCRIPTIONS, INFORMATION AND OTHER MATERIALS ("Data") FURNISHED BY ASSIGNOR AND/OR MEAGHER OIL AND GAS PROPERTIES INC. (the "Broker") INCLUDING INFORMATION PUBLISHED IN SALE BROCHURES, ADVERTISEMENTS, CATALOGS OR ANY OTHER PROMOTIONAL MATERIALS, ARE FURNISHED SOLELY FOR CONVENIENCE PURPOSES AND ANY RELIANCE OR USE OF SUCH DATA IS AT ASSIGNEE'S SOLE RISK. THE ASSIGNOR AND THE BROKER MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR CORRECTNESS OF SUCH DATA OR AS TO THE QUALITY OR QUANTITY OF THE HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE PROPERTIES, OR THE ABILITY OF ANY PROPERTY TO PRODUCE HYDROCARBONS.

4. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be identical and all of which, taken together, shall constitute one and the same instrument, and each of the parties hereto may execute this Assignment by signing any such counterpart.

5. Governing Law. Insofar as permitted by otherwise applicable law, this Assignment shall be construed under and governed by the laws of the State of Texas (excluding choice of law and conflict of law rules); provided, however, that, with respect to any portion of the collateral located outside of the State of Texas, the laws of the place in which such collateral are located in, or offshore adjacent to (and state law made applicable as a matter of federal laws), shall apply to the extent of procedural and substantive matters relating only to the creation, perfection, foreclosure of liens and enforcement of rights and remedies against the collateral.

[SIGNATURES BEGIN NEXT PAGE]

[redacted] [redacted] [redacted]

IN TESTIMONY WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officer on the date of its respective acknowledgment, but to be effective as of October 1, 2004.

ASSIGNOR

D. B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P.

By: D. B. Zwirn Partners, LLC, as general partner

By: _____
Name: Daniel B. Zwirn
Title: Managing Member

ASSIGNEE

COOK RESOURCES, LLC

By: _____
Name: Matthew E. Meagher
Title: Manager

DENVER MINERAL & ROYALTY COMPANY, LLC

By: _____
Name: James E. Powers
Title: Manager

MILLER OIL & GAS ASSETS, LLC

By: _____
Name: Rocky Miller
Title: Manager

ACKNOWLEDGMENT

STATE OF Ny §
§
COUNTY OF Ny §

The foregoing instrument was acknowledged before me by Daniel B. Zwirn as Managing Member of D. B. Zwirn Partners, LLC general partner of D. B. Zwirn Special Opportunities Fund, L.P., a Delaware limited partnership, on behalf of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of November, 2004.

NOTARIAL SEAL:

Michele R. Pirozzi
Notary Public

My commission expires:

MICHELE R. PIROZZI
NOTARY PUBLIC, STATE OF NEW YORK
No. 01PI6112028
QUALIFIED IN QUEENS COUNTY
MY COMMISSION EXPIRES JUNE 28, 2008

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

Before me, the undersigned Notary Public in and for the said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of November, 2004.

NOTARIAL SEAL:

_____
Notary Public

My commission expires:

[redacted] [redacted] [redacted]

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____ as _____ of D. B. Zwirn Partners, LLC general partner of D. B. Zwirn Special Opportunities Fund, L.P., a Delaware limited partnership, on behalf of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of November, 2004.

NOTARIAL SEAL:

_____ My commission expires:
Notary Public

ACKNOWLEDGMENT

STATE OF COLORADO §
§
COUNTY OF ARAPAHOE §

Before me, the undersigned Notary Public in and for the said County and State, on this day personally appeared Matthew E. Meagher, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of November, 2004.

NOTARIAL SEAL:

Cheryl C. Martindale My commission expires: 8-31-07

CHERYL C. MARTINDALE NOTARY PUBLIC STATE OF CO

My Commission Expires 08/31/2007

ACKNOWLEDGMENT

STATE OF COLORADO §
§
COUNTY OF ARAPAHOE §

Before me, the undersigned Notary Public in and for the said County and State, on this day personally appeared James E. Powers, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of November, 2004.

NOTARIAL SEAL:

Sherry L. Daly
Notary Public

My commission expires:

ACKNOWLEDGMENT

STATE OF COLORADO §
§
COUNTY OF ARAPAHOE §

Before me, the undersigned Notary Public in and for the said County and State, on this day personally appeared Rocky Miller, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of November, 2004.

NOTARIAL SEAL:

Cheryl C. Martindale
Notary Public

My commission expires: 8-31-07

My Commission Expires 08/31/2007

[redacted] [redacted] [redacted]

ANNEX 1

1. Assignment of Overriding Royalty Interest from Infinity Oil & Gas of Wyoming, Inc. ("Infinity") to Highbridge/Zwirn, dated July 2, 2003, and recorded as follows: (a) at Book 979, Page 1370 (Reception #1391200), on July 21, 2003, in the records of Sweetwater County, Wyoming; and (b) at Book 125, Page 155 (Reception #298561), on July 21, 2003, in the records of Sublette County, Wyoming.

2. Assignment of Overriding Royalty Interest from Infinity to Highbridge/Zwirn, dated March 26, 2004, and recorded at Book 997, Page 296 (Reception #1409611), on April 5, 2004, in the records of Sweetwater County, Wyoming.

The Instruments listed above relate to the properties attached hereto on Exhibit A.

Exhibit A
Lease Schedule

COUNTY	LESSOR	TOWNSHIP	RANGE	DESCRIPTION	BOOK/PAGE
SWEETWATER	UNITED STATES WYW-151781	18 NORTH	100 WEST	SECTION 12: N/2, SW, N/2SE, SWSE	977/1354
SWEETWATER	UNITED STATES WYW-151782	18 NORTH	100 WEST	SECTION 12: SESE	977/1346
SWEETWATER	RME LAND CORP	18 NORTH	100 WEST	SECTION 1: SE	945/694
SWEETWATER	RME LAND CORP	18 NORTH	100 WEST	SECTION 1: NW (ADA LOTS 3, 4, S/2NW)	945/666
SWEETWATER	RME LAND CORP	18 NORTH	100 WEST	SECTION 1: SW	945/708
SWEETWATER	RME LAND CORP	18 NORTH	100 WEST	SECTION 1: NE (ADA LOTS 1, 2, S/2NE)	945/680
SWEETWATER	UNITED STATES WYW-028211	18 NORTH	100 WEST	SECTION 2: NE	NA
SWEETWATER	ANADARKO LAND CORP	18 NORTH	100 WEST	SECTION 13: NE	996/320
SWEETWATER	ANADARKO LAND CORP	18 NORTH	100 WEST	SECTION 13: NW	996/307
SWEETWATER	ANADARKO LAND CORP	18 NORTH	100 WEST	SECTION 13: SW	996/346
SWEETWATER	ANADARKO LAND CORP	18 NORTH	100 WEST	SECTION 13: SE	996/333
SWEETWATER	UNITED STATES WYW-030074	18 NORTH	100 WEST	SECTION 14: NW	NA

SWEETWATER	RME LAND CORP	19 NORTH 100 WEST	SECTION 23: NE	962/645
SWEETWATER	RME LAND CORP	19 NORTH 100 WEST	SECTION 23: SE	962/658
SWEETWATER	RME LAND CORP	19 NORTH 100 WEST	SECTION 23: SW	962/671
SWEETWATER	RME LAND CORP	19 NORTH 100 WEST	SECTION 23: NW	962/684
SUBLETTE	ROBERT V. THOMPSON	29 NORTH 114 WEST	SECTION 1: LOTS 5-7, SWNE, W/2SE	117/597 EXT 124/622
SUBLETTE	GORDON M. MICKELSON, TRUSTEE	29 NORTH 113 WEST	SECTION 6: LOTS 5-7, E/2SW, SENW, S/2NE	118/528 EXT 124/622
SUBLETTE	UNITED STATES WYW-36438	30 NORTH 114 WEST	SECTION 33: SW, W/2SE	64/168
SUBLETTE	UNITED STATES WYW-56739	30 NORTH 114 WEST	SECTION 32: SE, SESW	58/470
SUBLETTE	UNITED STATES WYW-38887	29 NORTH 114 WEST	SECTION 4: LOT 4, SWNW, N/2SW SECTION 5: LOTS 1, 2, 3, S/2NE, SENW, N/2SE, NESW	52/119
SUBLETTE	UNITED STATES WYW-49633	29 NORTH 114 WEST	SECTION 4: LOTS 2, 3, SENW	NA
SUBLETTE	UNITED STATES WYW-136852	29 NORTH 114 WEST	SECTION 1: LOTS 1, 2	NA
SUBLETTE	UNITED STATES WYW-136357	29 NORTH 113 WEST	SECTION 6: LOTS 1-4	NA

127

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.
WYW-131904

Lease Effective Date
(Anniversary Date)
April 1, 1994

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Lacy Properties, Ltd.
P.O. Box 2146
Longview, TX 75606

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

This record title assignment is for: *(Check one)*

[x] Oil and Gas Lease, or [ ] Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)*

[x] Record Title, [ ] Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

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.

308037

RECORDED Dec. 2 2004 12:00PM
IN BOOK 129 Pt6 PAGE 187
FEES $ 17.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Land Description	b	Percent of Interest: Owned	c: Conveyed	d: Retained	Percent of Overriding Royalty Similar Interests: e: Reserved	f: Previously reserved or conveyed
Township 30 North, Range 107 West, 6th P.M. Section 5: SW Section 6: Lot 7 Section 8: NW, SE Section 17: E2 Section 21: All Containing 1478.26 acres, more or less Sublette County, Wyoming						
Yates Petroleum Corporation		31.000%	15.500%	15.500%	- 0 -	- 0 -
Yates Drilling Company		5.060%	2.530%	2.530%	- 0 -	- 0 -
Myco Industries, Inc.		23.000%	11.500%	11.500%	- 0 -	- 0 -
Abo Petroleum Corporation		3.450%	1.725%	1.725%	- 0 -	- 0 -
John A. Yates		11.730%	5.865%	5.865%	- 0 -	- 0 -
Los Chicos		7.820%	3.910%	3.910%	- 0 -	- 0 -
Sacramento Partners Limited Partnership		17.940%	8.970%	8.970%	- 0 -	- 0 -

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

[ ] Assignment approved for above described lands;

Assignment approved effective _____

[ ] Assignment approved for attached land description

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

By _____
(Authorized Officer)

_____
(Title) (Date)

(continued on page 2)

[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 _____ day of _____, 20__ Executed this 12th day of November, 20 04

Name of Assignor as shown on current lease SEE ATTACHED
Please type or print

Assignor or Attorney-in-fact _____ (Signature)

_____ (Signature)

_____ (Assignor's Address)

_____ (City) (State) (Zip Code)

Assignee or Attorney-in-fact Lacy Properties, Ltd.
_____ (Signature)
By NEAL A. HAWTHORN, VICE PRESIDENT
(Signature)
OF LACY PROPERTY MANAGEMENT, INC., GENERAL PARTNER

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 Information Collection Clearance Officer, (WO-630), 1849 C Street, N.W., Mail Stop 401 LS, 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 juriadiction.

ASSIGNORS

Signature page to Assignment of Record Title Federal Lease No. WYW-131904 from Yates Petroleum Corporation, et al, to Lacy Properties, Ltd.

Executed this 12th day of November 2004

YATES PETROLEUM CORPORATION
SACRAMENTO PARTNERS LIMITED PARTNERSHIP
105 South Fourth Street
Artesia, NM 88210

By: _____
Peyton Yates, Attorney-in-Fact for Yates Petroleum Corporation and Manager for Weed Oil & Gas Company, L.C., General Partner of Sacramento Partners Limited Partnership

ATTEST:

By: _____
Asst. Secretary

YATES DRILLING COMPANY
105 South Fourth Street
Artesia, NM 88210

By: _____
Tobin Rhodes, Vice-President

ABO PETROLEUM CORPORATION
LOS CHICOS
105 South Fourth Street
Artesia, NM 88210

By: _____
John A. Yates, Jr., Attorney-in-Fact

MYCO INDUSTRIES, INC.
105 South Fourth Street
Artesia, NM 88210

By: _____
Frank Yates, Jr., Attorney-in-Fact

JOHN A. YATES
105 South Fourth Street
Artesia, NM 88210

By: _____
John A. Yates

Acknowledgment page to Assignment of Record Title of Federal Lease No. WYW-131904 from Yates Petroleum Corporation, et al, to Lacy properties, Ltd.

ACKNOWLEDGMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 12th day of November, 2004, by Peyton Yates, Attorney-in-Fact for Yates Petroleum Corporation, a New Mexico corporation, on behalf of said corporation and as Manager for Weed Oil & Gas Company, L.C., General Partner of Sacramento Partners Limited Partnership, a New Mexico limited partnership, on behalf of said partnership.

OFFICIAL SEAL
Paula J. Baker
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 8-12-05

Paula J. Baker
Notary Public

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 12th day of November, 2004, by Tobin Rhodes, Vice-President for Yates Drilling Company, a New Mexico corporation, on behalf of said corporation.

OFFICIAL SEAL
Paula J. Baker
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 8-12-05

Paula J. Baker
Notary Public

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 12th day of November, 2004, by John A. Yates, Jr., Attorney-in-Fact for Abo Petroleum Corporation, a New Mexico corporation, on behalf of said corporation and Attorney-in-Fact for Los Chico, a partnership, on behalf of said partnership.

OFFICIAL SEAL
Paula J. Baker
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 8-12-05

Paula J. Baker
Notary Public

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 12th day of November, 2004, by Frank A. Yates., Jr., Attorney-in-Fact for Myco Industries, Inc., a New Mexico corporation, on behalf of said corporation.

OFFICIAL SEAL
Paula J. Baker
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 8-12-05

Paula J. Baker
Notary Public

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 12th day of November, 2004, by John A. Yates, dealing in his sole and separate property.

OFFICIAL SEAL
Paula J. Baker
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 8-12-05

Paula J. Baker
Notary Public

131

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.
WYW-131905

Lease Effective Date
(Anniversary Date)
April 1, 1994

New Serial No.

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

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

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Lacy Properties, Ltd.
P.O. Box 2146
Longview, TX 75606

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

This record title assignment is for: *(Check one)* [x] Oil and Gas Lease, or [ ] Geothermal Lease

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

2. This assignment conveys the following interest:

Land Description		Percent of Interest				
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	Percent of Overriding Royalty Similar Interests Reserved	Percent of Overriding Royalty Similar Interests Previously reserved or conveyed
a		b	c	d	e	f
Township 30 North, Range 107 West, 6th P.M. Section 25: All Section 26: All Section 34: E2 Section 35: All Containing 2,240.00 acres, more or less Sublette County, Wyoming	Yates Petroleum Corporation	31.000%	15.500%	15.500%	- 0 -	- 0 -
	Yates Drilling Company	5.060%	2.530%	2.530%	- 0 -	- 0 -
	Myco Industries, Inc.	23.000%	11.500%	11.500%	- 0 -	- 0 -
	Abo Petroleum Corporation	3.450%	1.725%	1.725%	- 0 -	- 0 -
	John A. Yates	11.730%	5.865%	5.865%	- 0 -	- 0 -
	Los Chicos	7.820%	3.910%	3.910%	- 0 -	- 0 -
	Sacramento Partners Limited Partnership	17.940%	8.970%	8.970%	- 0 -	- 0 -

308038

RECORDED Dec. 2 2004 10:00a M
IN BOOK 189 016 PAGE 131
FEES $ 13.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Lucero

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

[ ] Assignment approved for above described lands;

Assignment approved effective _____

By _____
(Authorized Officer)

[ ] Assignment approved for attached land description

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

_____
(Title) (Date)

(continued on page 2)

[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 _____ day of _____, 20 ____ Executed this 12th day of November, 20 04

Name of Assignor as shown on current lease SEE ATTACHED
Please type or print

Assignor or Attorney-in-fact _____ (Signature)

_____ (Signature)

_____ (Assignor's Address)

_____ (City) (State) (Zip Code)

Assignee or Attorney-in-fact Lacy Properties, Ltd.
By: Neal A Hawthorn (Signature)
NEAL A. HAWTHORN, VICE PRESIDENT
OF LACY PROPERTY MANAGEMENT, INC., GENERAL PARTNER

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 Information Collection Clearance Officer, (WO-630), 1849 C Street, N.W., Mail Stop 401 LS, 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.

ASSIGNORS

Signature page to Assignment of Record Title Federal Lease No. WYW-131905 from Yates Petroleum Corporation, et al, to Lacy Properties, Ltd.

Executed this 12th day of November, 2004

YATES PETROLEUM CORPORATION
SACRAMENTO PARTNERS LIMITED PARTNERSHIP
105 South Fourth Street
Artesia, NM 88210

By: _____
Peyton Yates, Attorney-in-Fact for Yates Petroleum Corporation and Manager for Weed Oil & Gas Company, L.C., General Partner of Sacramento Partners Limited Partnership

ATTEST:

By: _____
Asst. Secretary

YATES DRILLING COMPANY
105 South Fourth Street
Artesia, NM 88210

By: _____
Tobin Rhodes, Vice-President

ABO PETROLEUM CORPORATION
LOS CHICOS
105 South Fourth Street
Artesia, NM 88210

By: _____
John A. Yates, Jr., Attorney-in-Fact

MYCO INDUSTRIES, INC.
105 South Fourth Street
Artesia, NM 88210

By: _____
Frank Yates, Jr., Attorney-in-Fact

JOHN A. YATES
105 South Fourth Street
Artesia, NM 88210

By: _____
John A. Yates

[redacted] [redacted] [redacted]

Acknowledgment page to Assignment of Record Title of Federal Lease No. WYW-131905 *from Yates Petroleum Corporation, et al,* **to Lacy Properties, Ltd.**

ACKNOWLEDGMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 12th day of November, 2004, by Peyton Yates, Attorney-in-Fact for Yates Petroleum Corporation, a New Mexico corporation, on behalf of said corporation and as Manager for Weed Oil & Gas Company, L.C., General Partner of Sacramento Partners Limited Partnership, a New Mexico limited partnership, on behalf of said partnership.

OFFICIAL SEAL
Paula J. Baker
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 8-12-05

Paula J. Baker
Notary Public

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 12th day of November, 2004, by Tobin Rhodes, Vice-President for Yates Drilling Company, a New Mexico corporation, on behalf of said corporation.

OFFICIAL SEAL
Paula J. Baker
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 8-12-05

Paula J. Baker
Notary Public

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 12th day of November, 2004, by John A. Yates, Jr., Attorney-in-Fact for Abo Petroleum Corporation, a New Mexico corporation, on behalf of said corporation and Attorney-in-Fact for Los Chico, a partnership, on behalf of said partnership.

OFFICIAL SEAL
Paula J. Baker
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 8-12-05

Paula J. Baker
Notary Public

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 12th day of November, 2004, by Frank A. Yates., Jr., Attorney-in-Fact for Myco Industries, Inc., a New Mexico corporation, on behalf of said corporation.

OFFICIAL SEAL
Paula J. Baker
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 8-12-05

Paula J. Baker
Notary Public

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 12th day of November, 2004, by John A. Yates, dealing in his sole and separate property.

OFFICIAL SEAL
Paula J. Baker
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 8-12-05

Paula J. Baker
Notary Public

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.
WYW-131907

Lease Effective Date
(Anniversary Date)
April 1, 1994

New Serial No.

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

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

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Lacy Properties, Ltd.
P.O. Box 2146
Longview, TX 75606

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

This record title assignment is for: *(Check one)* [x] Oil and Gas Lease, or [ ] Geothermal Lease

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

2. This assignment conveys the following interest:

Land Description 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 Similar Interests	
		Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a		b	c	d	e	f
Township 31 North, Range 108 West, 6th P.M. Section 22: All Section 26: All Section 27: E2NE Containing 1360.00 acres, more or less Sublette County, Wyoming	Yates Petroleum Corporation	31.000%	15.500%	15.500%	- 0 -	- 0 -
	Yates Drilling Company	5.060%	2.530%	2.530%	- 0 -	- 0 -
	Myco Industries, Inc.	23.000%	11.500%	11.500%	- 0 -	- 0 -
	Abo Petroleum Corporation	3.450%	1.725%	1.725%	- 0 -	- 0 -
	John A. Yates	11.730%	5.865%	5.865%	- 0 -	- 0 -
	Los Chicos	7.820%	3.910%	3.910%	- 0 -	- 0 -
	Sacramento Partners Limited Partnership	17.940%	8.970%	8.970%	- 0 -	- 0 -

308039

RECORDED Dec. 2 2004 10:00 AM
IN BOOK 129 046 PAGE 135
FEES $ 17.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Loader

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

[ ] Assignment approved for above described lands;

Assignment approved effective _____

[ ] Assignment approved for attached land description

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

By _____
(Authorized Officer)

_____
(Title) (Date)

(continued on page 2)

[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 _____ day of _____, 20 _____ Executed this 12th day of November, 20 04

Name of Assignor as shown on current lease SEE ATTACHED
Please type or print

Assignor or Attorney-in-fact _____ (Signature)

_____ (Signature)

_____ (Assignor's Address)

_____ (City) (State) (Zip Code)

Assignee or Attorney-in-fact Lacy Properties, Ltd.
Neal A Hawthorn (Signature)
By: NEAL A. HAWTHORN, VICE PRESIDENT
(Signature)
OF LACY PROPERTY MANAGEMENT, INC., GENERAL PARTNER

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 Information Collection Clearance Officer, (WO-630), 1849 C Street, N.W., Mail Stop 401 LS, 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.

ASSIGNORS

Signature page to Assignment of Record Title Federal Lease No. WYW-131907 from Yates Petroleum Corporation, et al, to Lacy Properties, Ltd.

Executed this 12th day of November 2004

YATES PETROLEUM CORPORATION
SACRAMENTO PARTNERS LIMITED PARTNERSHIP
105 South Fourth Street
Artesia, NM 88210

By: _____
Peyton Yates, Attorney-in-Fact for Yates Petroleum Corporation and Manager for Weed Oil & Gas Company, L.C., General Partner of Sacramento Partners Limited Partnership

ATTEST:

By: _____
Asst. Secretary

YATES DRILLING COMPANY
105 South Fourth Street
Artesia, NM 88210

By: _____
Tobin Rhodes, Vice-President

ABO PETROLEUM CORPORATION
LOS CHICOS
105 South Fourth Street
Artesia, NM 88210

By: _____
John A. Yates, Jr., Attorney-in-Fact

MYCO INDUSTRIES, INC.
105 South Fourth Street
Artesia, NM 88210

By: _____
Frank Yates, Jr., Attorney-in-Fact

JOHN A. YATES
105 South Fourth Street
Artesia, NM 88210

By: _____
John A. Yates

Acknowledgment page to Assignment of Record Title of Federal Lease No. WYW-131907 from Yates Petroleum Corporation, et al, to Lacy Properties, Ltd.

ACKNOWLEDGMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 12th day of November, 2004, by Peyton Yates, Attorney-in-Fact for Yates Petroleum Corporation, a New Mexico corporation, on behalf of said corporation and as Manager for Weed Oil & Gas Company, L.C., General Partner of Sacramento Partners Limited Partnership, a New Mexico limited partnership, on behalf of said partnership.

OFFICIAL SEAL
Paula J. Baker
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 8-12-05

Paula J. Baker
Notary Public

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 12th day of November, 2004, by Tobin Rhodes, Vice-President for Yates Drilling Company, a New Mexico corporation, on behalf of said corporation.

OFFICIAL SEAL
Paula J. Baker
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 8-12-05

Paula J. Baker
Notary Public

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 12th day of November, 2004, by John A. Yates, Jr., Attorney-in-Fact for Abo Petroleum Corporation, a New Mexico corporation, on behalf of said corporation and Attorney-in-Fact for Los Chico, a partnership, on behalf of said partnership.

OFFICIAL SEAL
Paula J. Baker
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 8-12-05

Paula J. Baker
Notary Public

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 12th day of November, 2004, by Frank A. Yates., Jr., Attorney-in-Fact for Myco Industries, Inc., a New Mexico corporation, on behalf of said corporation.

OFFICIAL SEAL
Paula J. Baker
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 8-12-05

Paula J. Baker
Notary Public

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 12th day of November 2004, by John A. Yates, dealing in his sole and separate property.

OFFICIAL SEAL
Paula J. Baker
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 8-12-05

Paula J. Baker
Notary Public

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.
WYW-149035

Lease Effective Date
(Anniversary Date)
October 1, 1999

New Serial No.

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

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

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Lacy Properties, Ltd.
P.O. Box 2146
Longview, TX 75606

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

This record title assignment is for: *(Check one)* [x] Oil and Gas Lease, or [ ] Geothermal Lease

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 107 West, 6th P.M. Section 1: Lots 1-4, S2N2, S2 Section 2: Lots 1-4, S2N2, S2 Section 11: All Section 12: All Containing 2472.60 acres, more or less Sublette County, Wyoming					
Yates Petroleum Corporation	40.00%	20.00%	20.00%	- 0 -	- 0 -
Yates Drilling Company	20.00%	10.00%	10.00%	- 0 -	- 0 -
Myco Industries, Inc.	20.00%	10.00%	10.00%	- 0 -	- 0 -
Abo Petroleum Corporation	20.00%	10.00%	10.00%	- 0 -	- 0 -

308040

RECORDED Dec. 2 2004 10:00A M
IN BOOK 129 046 PAGE 139
FEES $ 17.00 M. Lee COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sanders

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

[ ] Assignment approved for above described lands;

Assignment approved effective _____

[ ] Assignment approved for attached land description

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

By _____
(Authorized Officer)

_____
(Title) (Date)

(continued on page 2)

[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 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 _____ day of _____, 20 _____ Executed this 12th day of November, 20 04

Name of Assignor as shown on current lease SEE ATTACHED
Please type or print

Assignor or Attorney-in-fact _____ (Signature)

_____ (Signature)

_____ (Assignor's Address)

_____ (City) (State) (Zip Code)

Assignee or Attorney-in-fact Lacy Properties, Ltd.
Neal A Hawthorn (Signature)
By: NEAL A. HAWTHORN, VICE PRESIDENT (Signature)
OF LACY PROPERTY MANAGEMENT, INC., GENERAL PARTNER

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 Information Collection Clearance Officer, (WO-630), 1849 C Street, N.W., Mail Stop 401 LS, 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.

ASSIGNORS

Signature page to Assignment of Record Title Federal Lease No. WYW-149035 from Yates Petroleum Corporation, et al, to Lacy Properties, Ltd.

Executed this 12th day of November 2004

YATES PETROLEUM CORPORATION
105 South Fourth Street
Artesia, NM 88210

By: _____
Peyton Yates, Attorney-in-Fact

ATTEST:

By: _____
Asst. Secretary

YATES DRILLING COMPANY
105 South Fourth Street
Artesia, NM 88210

By: _____
Tobin Rhodes, Vice-President

ABO PETROLEUM CORPORATION
105 South Fourth Street
Artesia, NM 88210

By: _____
John A. Yates, Jr., Attorney-in-Fact

MYCO INDUSTRIES, INC.
105 South Fourth Street
Artesia, NM 88210

By: _____
Frank Yates, Jr., Attorney-in-Fact

[redacted] [redacted] [redacted]

Acknowledgment page to Assignment of Record Title of Federal Lease No. WYW-149035 from Yates Petroleum Corporation, et al, to Lacy Properties, Ltd.

ACKNOWLEDGMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 12th day of November, 2004, by Peyton Yates, Attorney-in-Fact for Yates Petroleum Corporation, a New Mexico corporation, on behalf of said corporation.

OFFICIAL SEAL
Paula J. Baker
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 8-12-05

Paula J. Baker
Notary Public

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 12th day of November, 2004, by Tobin Rhodes, Vice-President for Yates Drilling Company, a New Mexico corporation, on behalf of said corporation.

OFFICIAL SEAL
Paula J. Baker
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 8-12-05

Paula J. Baker
Notary Public

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 12th day of November, 2004, by John A. Yates, Jr., Attorney-in-Fact for Abo Petroleum Corporation, a New Mexico corporation, on behalf of said corporation.

OFFICIAL SEAL
Paula J. Baker
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 8-12-05

Paula J. Baker
Notary Public

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 12th day of November, 2004, by Frank A. Yates., Jr., Attorney-in-Fact for Myco Industries, Inc., a New Mexico corporation, on behalf of said corporation.

OFFICIAL SEAL
Paula J. Baker
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 8-12-05

Paula J. Baker
Notary Public

143

Form 3000-3
(Februrary 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.
WYW-149036

Lease Effective Date
(Anniversary Date)
1-Oct-99

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

Lacy Properties, Ltd.
P.O. Box 2146
Longview, TX. 75606

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

This record title assignment is for: *(Check one)*

[x] Oil and Gas Lease, or [ ] Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)*

[x] Record Title,

[ ] Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description (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 Similar Interests	
		Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a		b	c	d	e	f
Township 30 North, Range 107 West, 6th P.M. Section 13: All Section 23: N2, NESW, S2SW, SE Section 24: All Containing 1880.00 acres, more or less Sublette County, Wyoming	Yates Petroleum Corporation	40.00%	20.00%	20.00%	- 0 -	- 0 -
	Yates Drilling Company	20.00%	10.00%	10.00%	- 0 -	- 0 -
	Myco Industries, Inc.	20.00%	10.00%	10.00%	- 0 -	- 0 -
	Abo Petroleum Corporation	20.00%	10.00%	10.00%	- 0 -	- 0 -

308041

RECORDED Dec. 2 2004 10:00 A.M.
IN BOOK 129 046 PAGE 143
FEES $ 17.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Roy Cathy Loosten

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

[ ] Assignment approved for above described lands;

Assignment approved effective _____

[ ] Assignment approved for attached land description

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

By _____
(Authorized Officer)

_____
(Title) (Date)

(continued on page 2)

[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.

Acknowledgment

STATE OF Texas)
) ss.
COUNTY OF Gregg)

The foregoing instrument was acknowledged before me this 12th day of November 2004, by Neal A. Hawthorn, Vice President for Lacy Properties, Ltd., a Texas Limited Partnership, on behalf of said Partnership.

My Commission Expires:
July 12, 2008

Shelley N. Paine
Notary Public

SHELLEY N. PAINE
Notary Public, State of Texas
My Commission Expires
July 12, 2008

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 _____ day of _____, 20 ____ Executed this 12th day of November, 20 04

Name of Assignor as shown on current lease SEE ATTACHED
Please type or print

Assignor or Attorney-in-fact _____ (Signature)

_____ (Signature)

_____ (Assignor's Address)

_____ (City) (State) (Zip Code)

Assignee or Attorney-in-fact Lacy Properties, Ltd.
_____ (Signature)
By: NEAL A. HAWTHORN, VICE PRESIDENT
(Signature)
OF LACY PROPERTY MANAGEMENT, INC., GENERAL PARTNER

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 Information Collection Clearance Officer, (WO-630), 1849 C Street, N.W., Mail Stop 401 LS, 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.

(Form 3000-3, page 2)

ASSIGNORS

Signature page to Assignment of Record Title Federal Lease No. WYW-149036 from Yates Petroleum Corporation, et al, to
Lacy Properties, Ltd.

Executed this 12th day of November, 2004

YATES PETROLEUM CORPORATION
105 South Fourth Street
Artesia, NM 88210

By: _____
Peyton Yates, Attorney-in-Fact

YATES DRILLING COMPANY
105 South Fourth Street
Artesia, NM 88210

By: _____
Tobin Rhodes, Vice-President

ATTEST:

By: _____
Asst. Secretary

ABO PETROLEUM CORPORATION
105 South Fourth Street
Artesia, NM 88210

By: _____
John A. Yates, Jr., Attorney-in-Fact

MYCO INDUSTRIES, INC.
105 South Fourth Street
Artesia, NM 88210

By: _____
Frank Yates, Jr., Attorney-in-Fact

Acknowledgment page to Assignment of Record Title of Federal Lease No. WVW-149036 from Yates Petroleum Corporation, et al, to Lacy Properties, Ltd.

ACKNOWLEDGMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 12th day of November, 2004, by Peyton Yates, Attorney-in-Fact for Yates Petroleum Corporation, a New Mexico corporation, on behalf of said corporation.

OFFICIAL SEAL
Paula J. Baker
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 8-12-05

Paula J. Baker
Notary Public

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 12th day of November, 2004, by Tobin Rhodes, Vice-President for Yates Drilling Company, a New Mexico corporation, on behalf of said corporation.

OFFICIAL SEAL
Paula J. Baker
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 8-12-05

Paula J. Baker
Notary Public

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 12th day of November, 2004, by John A. Yates, Jr., Attorney-in-Fact for Abo Petroleum Corporation, a New Mexico corporation, on behalf of said corporation.

OFFICIAL SEAL
Paula J. Baker
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 8-12-05

Paula J. Baker
Notary Public

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 12th day of November, 2004, by Frank A. Yates., Jr., Attorney-in-Fact for Myco Industries, Inc., a New Mexico corporation, on behalf of said corporation.

OFFICIAL SEAL
Paula J. Baker
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 8-12-05

Paula J. Baker
Notary Public

Effective 11-86
Form ML-2
(Revised 5-00)
Filing Fee - $25.00 – Non Refundable

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

Return To-
Office of State Lands and Investments
122 West 25th Street
Herschler Building, 3 West
Cheyenne, WY 82002-0600

Wyoming Oil & Gas Lease Serial Number 02-00215 Assignment Approval Date _____

ASSIGNOR, with name and address at, YATES PETROLEUM CORPORATION
105 South Fourth Street
Artesia, NM 88210 308042

RECORDED Dec. 2 2004 10:00 AM
IN BOOK 129 016 PAGE 117
FEES $ 14.00
SUBLETTE COUNTY, PINEDALE, WYOMING

Being the owner of 100.00 percent Leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)
interest in this lease, described in particular if less than the total leasehold as:

Township 31 North, Range 108 West, 6TH PM
Section 16: All
Containing 640.00 acres
Sublette County, Wyoming

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

1) ASSIGNEE, with name and address at: LACY PROPERTIES, LTD.
P.O. Box 2146
Longview, TX. 75606

50.00% Percent interest in the total leasehold, or as described in particular above.

2) ASSIGNEE, with name and address at:

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

3) ASSIGNEE, with name and address at:

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

4) ASSIGNEE, with name and address at:

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

5) ASSIGNEE, with name and address at:

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

And reserving unto ASSIGNOR, 50.00% (leasehold)

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

ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) signing on the reverse that this assignment constitutes a binding acceptance of all terms, conditions, stipulations, restrictions and statutes governing the lease described above, and the Rules of the Board, at Chapter 18, Leasing of Oil and Gas.

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

SIGNED AS TO TRANSFER AND ACCEPTANCE THIS 12th day of November, 2004.

ASSIGNOR – YATES PETROLEUM CORPORATION	**ASSIGNEE (1)-LACY PROPERTIES, LTD.**
By-	By-
Title- Attorney-in-Fact	Title- NEAL A. HAWTHORN, VICE PRESIDENT OF LACY PROPERTY MANAGEMENT, INC., GENERAL PARTNER
Attest-	Attest-
Assignee (2)-	Assignee (3)-
By-	By-
Title-	Title-
Attest-	Attest-
Assignee (4)-	Assignee (5)-
By-	By-
Title-	Title-
Attest-	Attest-

ASSIGNMENT REQUIREMENTS

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

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

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

3) A signed original and one copy of each assignment must be filed with the State of Wyoming, Office of State Lands and Investments.

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

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

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

7) Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Leases do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created there from being considered as if it had been issued on the effective date of the original lease. [See Board Rules, Chapter 18, Section 10 (a).]

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

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

ACKNOWLEDGMENTS

Attached to that certain State of Wyoming Board of Land Commissioner Oil & Gas Lease Interest Assignment dated November 12, 2004, covering lease 02-00215

ASSIGNOR

STATE OF Texas)
)ss.
COUNTY OF Gregg)

The foregoing instrument was acknowledged before me this 12th day of November, 2004, by Neal A. Hawthorn, Vice President for Lacy Properties, Ltd., a Texas Limited Partnership, on behalf of said Partnership.

My Commission Expires: Jan 12, 2008

SHELLEY N. PAINE
Notary Public, State of Texas
My Commission Expires
July 12, 2008

Shelley N. Paine
Notary Public

ASSIGNEE

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 12th day of November, 2004 by Peyton Yates, Attorney-in-Fact for Yates Petroleum Corporation, a New Mexico corporation, on behalf of said corporation.

OFFICIAL SEAL
Paula J. Baker
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires 5-12-05

Paula J. Baker
Notary Public

[redacted] [redacted] [redacted]

Effective 11-86
Form ML-2
(Revised 5-00)
Filing Fee - $25.00 – Non Refundable

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

Return To-
Office of State Lands and Investment
122 West 25th Street
Herschler Building, 3 West
Cheyenne, WY 82002-0600

Wyoming Oil & Gas Lease Serial Number 02-00338 Assignment Approval Date _____

ASSIGNOR, with name and address at, YATES PETROLEUM CORPORATION
105 South Fourth Street
Artesia, NM 88210

Being the owner of 100.00 percent Leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)
interest in this lease, described in particular if less than the total leasehold as:
Township 30 North, Range 107 West, 6TH PM
Section 16: All
Containing 640.00 acres
Sublette County, Wyoming
For good and valuable consideration, hereby assigns to**********

1) ASSIGNEE, with name and address at: LACY PROPERTIES, LTD.
P.O. Box 2146
Longview, TX. 75606

50.00% Percent interest in the total leasehold, or as described in particular above.

2) ASSIGNEE, with name and address at:

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

3) ASSIGNEE, with name and address at:

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

4) ASSIGNEE, with name and address at:

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

5) ASSIGNEE, with name and address at:

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

And reserving unto ASSIGNOR, 50.00% (leasehold)

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

ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) signing on the reverse that this assignment constitutes a binding acceptance of all terms, conditions, stipulations, restrictions and statutes governing the lease described above, and the Rules of the Board, at Chapter 18, Leasing of Oil and Gas.

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

308043

RECORDED 1:00 o'clock PM
IN BOOK 129 OR 6 PAGE 150
FEES $ 14.00
SUBLETTE COUNTY, [illegible] WYOMING
By [illegible]

SIGNED AS TO TRANSFER AND ACCEPTANCE THIS 12th day of November, 2004.

ASSIGNOR – YATES PETROLEUM CORPORATION	ASSIGNEE (1)- LACY PROPERTIES, LTD.
By- [signature] *	By- [signature]
Title- Attorney-in-Fact	Title- NEAL A. HAWTHORN, VICE PRESIDENT OF LACY PROPERTY MANAGEMENT, INC., GENERAL PARTNER
Attest-	Attest-
Assignee (2)-	Assignee (3)-
By-	By-
Title-	Title-
Attest-	Attest-
Assignee (4)-	Assignee (5)-
By-	By-
Title-	Title-
Attest-	Attest-

ASSIGNMENT REQUIREMENTS

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

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

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

3) A signed original and one copy of each assignment must be filed with the State of Wyoming, Office of State Lands and Investments.

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

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

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

7) Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Leases do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created there from being considered as if it had been issued on the effective date of the original lease. [See Board Rules, Chapter 18, Section 10 (a).]

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

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

[redacted] [redacted] [redacted]

ACKNOWLEDGMENTS

Attached to that certain State of Wyoming Board of Land Commissioner Oil & Gas Lease Interest Assignment dated November 12, 2004, covering lease 02-00338

ASSIGNOR

STATE OF Texas)
)ss.
COUNTY OF Gregg)

The foregoing instrument was acknowledged before me this 12th day of November, 2004, by Neal A. Hawthorn, Vice President for Lacy Properties, Ltd., a Texas Limited Partnership, on behalf of said Partnership.

My Commission Expires:
July 12, 2008

Shelley N. Paine
Notary Public

SHELLEY N. PAINE
Notary Public, State of Texas
My Commission Expires
July 12, 2008

ASSIGNEE

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 12thday of November, 2004 by Peyton Yates, Attorney-in-Fact for Yates Petroleum Corporation, a New Mexico corporation, on behalf of said corporation.

OFFICIAL SEAL
Paula J. Baker
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 8-12-05

Paula J. Baker
Notary Public

Effective 11-86
Form ML-2
(Revised 5-00)
Filing Fee - $25.00 – Non Refundable

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

Return To-
Office of State Lands and Investment
122 West 25th Street
Herschler Building, 3 West
Cheyenne, WY 82002-0600

Wyoming Oil & Gas Lease Serial Number 02-00340 Assignment Approval Date_____

ASSIGNOR, with name and address at, YATES PETROLEUM CORPORATION
105 South Fourth Street
Artesia, NM 88210

308044

RECORDED Dec. 8 2004 at 10:20 AM
IN BOOK 429 PAGE 153
FEES $14.00
SUBLETTE COUNTY, PINEDALE, WYOMING

Being the owner of 100.00 percent Leasehold
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)
interest in this lease, described in particular if less than the total leasehold as:

Township 30 North, Range 107 West, 6TH PM
Section 36: All
Containing 640.00 acres
Sublette County, Wyoming

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

1) ASSIGNEE, with name and address at: LACY PROPERTIES, LTD.
P.O.. Box 2146
Longview, TX. 75606

50.00% Percent interest in the total leasehold, or as described in particular above.

2) ASSIGNEE, with name and address at:

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

3) ASSIGNEE, with name and address at:

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

4) ASSIGNEE, with name and address at:

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

5) ASSIGNEE, with name and address at:

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

And reserving unto ASSIGNOR 50.00% (leasehold)

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

ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) signing on the reverse that this assignment constitutes a binding acceptance of all terms, conditions, stipulations, restrictions and statutes governing the lease described above, and the Rules of the Board, at Chapter 18, Leasing of Oil and Gas.

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

SIGNED AS TO TRANSFER AND ACCEPTANCE THIS 12th day of November, 2004.

ASSIGNOR – YATES PETROLEUM CORPORATION	ASSIGNEE (1)- LACY PROPERTIES, LTD.
By-	By-
Title- Attorney-in-Fact	Title- NEAL A. HAWTHORN, VICE PRESIDENT OF LACY PROPERTY MANAGEMENT, INC., GENERAL PARTNER
Attest-	Attest-
Assignee (2)-	Assignee (3)-
By-	By-
Title-	Title-
Attest-	Attest-
Assignee (4)-	Assignee (5)-
By-	By-
Title-	Title-
Attest-	Attest-

ASSIGNMENT REQUIREMENTS

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

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

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

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

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

ACKNOWLEDGMENTS

Attached to that certain State of Wyoming Board of Land Commissioner Oil & Gas Lease Interest Assignment dated November 12, 2004, covering lease 02-00340

ASSIGNOR

STATE OF Texas)
)ss.
COUNTY OF Gregg)

The foregoing instrument was acknowledged before me this 12th day of November, 2004, by Neal A. Hawthorn, Vice President for Lacy Properties, Ltd., a Texas Limited Partnership, on behalf of said Partnership.

My Commission Expires:
July 12, 2008

Shelly N. Paine
Notary Public

SHELLEY N. PAINE
Notary Public, State of Texas
My Commission Expires
July 12, 2008

ASSIGNEE

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 12thday of November, 2004 by Peyton Yates, Attorney-in-Fact for Yates Petroleum Corporation, a New Mexico corporation, on behalf of said corporation.

OFFICIAL SEAL
Paula J. Baker
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 2-12-05

Paula J. Baker
Notary Public

[redacted] [redacted] [redacted]

Effective 11-86
Form ML-2
(Revised 5-00)
Filing Fee - $25.00 – Non-Refundable

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

Return To-
Office of State Lands and Investment
122 West 25th Street
Herschler Building, 3 West
Cheyenne, WY 82002-0600

Wyoming Oil & Gas Lease Serial Number 02-00341 Assignment Approval Date_____

ASSIGNOR, with name and address at: YATES PETROLEUM CORPORATION
105 South Fourth Street
Artesia, NM 88210

308045

RECORDED Dec. 2 2004 10:50 AM
IN BOOK 120 OAS PAGE 156
FEES $15.00
SUBLETTE COUNTY, PINEDALE, WYOMING

Being the owner of 100.00 percent Leasehold interest in this lease, described in particular if less than the total leasehold as:
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

Township 31 North, Range 108 West, 6TH PM
Section 36: All
Containing 640.00 acres
Sublette County, Wyoming

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

1) ASSIGNEE, with name and address at: LACY PROPERTIES, LTD.
P.O. Box 2146
Longview, TX. 75606

50.00% . Percent interest in the total leasehold, or as described in particular above.

2) ASSIGNEE, with name and address at:

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

3) ASSIGNEE, with name and address at:

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

4) ASSIGNEE, with name and address at:

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

5) ASSIGNEE, with name and address at:

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

And reserving unto ASSIGNOR, 50.00% (leasehold)

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

ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) signing on the reverse that this assignment constitutes a binding acceptance of all terms, conditions, stipulations, restrictions and statutes governing the lease described above, and the Rules of the Board, at Chapter 18, Leasing of Oil and Gas.

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

156

SIGNED AS TO TRANSFER AND ACCEPTANCE THIS 12th day of November, 2004.

ASSIGNOR – YATES PETROLEUM CORPORATION	ASSIGNEE (1)-LACY PROPERTIES, LTD.
By-	By-
Title- Attorney-in-Fact	Title- NEAL A. HAWTHORN, VICE PRESIDENT OF LACY PROPERTY MANAGEMENT, INC., GENERAL PARTNER
Attest-	Attest-
Assignee (2)-	Assignee (3)-
By-	By-
Title-	Title-
Attest-	Attest-
Assignee (4)-	Assignee (5)-
By-	By-
Title-	Title-
Attest-	Attest-

ASSIGNMENT REQUIREMENTS

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

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

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

3) A signed original and one copy of each assignment must be filed with the State of Wyoming, Office of State Lands and Investments.

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

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

7) Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Leases do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created there from being considered as if it had been issued on the effective date of the original lease. [See Board Rules, Chapter 18, Section 10 (a).]

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

ACKNOWLEDGMENTS

Attached to that certain State of Wyoming Board of Land Commissioner Oil & Gas Lease Interest Assignment dated November 12, 2004, covering lease 02-00341

ASSIGNOR

STATE OF Texas)
)ss.
COUNTY OF Gregg)

The foregoing instrument was acknowledged before me this 12th day of November, 2004, by Neal A. Hawthorn, Vice President for Lacy Properties, Ltd., a Texas Limited Partnership, on behalf of said Partnership.

My Commission Expires:
July 12, 2008

Shelley N. Paine
Notary Public

SHELLEY N. PAINE
Notary Public, State of Texas
My Commission Expires
July 12, 2008

ASSIGNEE

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 12th day of November, 2004 by Peyton Yates, Attorney-in-Fact for Yates Petroleum Corporation, a New Mexico corporation, on behalf of said corporation.

OFFICIAL SEAL
Paula J. Baker
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires 8-12-05

Paula J. Baker
Notary Public

159

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW161011

77537-00 0

OFFER TO LEASE AND LEASE FOR OIL AND GAS

The undersigned *(reverse)* offers to lease all or any of the lands in Item 2 that are available for lease pursuant to the Mineral Leasing Act of 1920, as amended and supplemented (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands of 1947, as amended (30 U.S.C. 351-359), the Attorney General's Opinion of April 2, 1941 (40 Op. Atty. Gen. 41), or the

READ INSTRUCTIONS BEFORE COMPLETING

1. Name HANSON & STRAHN INC
   Street PO BOX 3020
   City, State, Zip Code CHEYENNE, WY 820033020

2. This application/offer/lease is for: *(Check only One)* X ☐ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)
   Surface managing agency if other than BLM: _____ Unit/Project _____
   Legal description of land requested: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____
   *SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.
   T. _____ R. _____ Meridian _____ State _____ County _____

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total acres applied for _____
Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 030ON R. 113OW Meridian 06th State WY County Sublette
Sec. 005 N2SESWSE
005 NE

308066

CERTIFIED
to be a true and comparative copy
of the official records on file
NOV 04 2004
BUREAU OF LAND MANAGEMENT

RECORDED Dec 3 2004 8:00 AM
IN BOOK 129046 PAGE 159
FEES $ 41.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

Total acres in lease 280.000
Rental retained $ 420.00

This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas *(except helium)* in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

X ☐ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Chief, Fluid Minerals Adjudication AUG 26 2004
(Title) (Date)

EFFECTIVE DATE OF LEASE SEP 01 2004

(Continued on reverse)

ORIGINAL

[redacted] [redacted] [redacted]

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments. 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Duly executed this _____ day of _____, 19 _____. _____

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease. $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for the first 5 years; thereafter $2.00;
(c) Other, see attachment, or

as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or

as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

COMPETITIVE OIL AND GAS OR GEOTHERMAL RESOURCES LEASE BID

30 U.S.C. 181 et seq.; 30 U.S.C. 351-359; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

WYW161011

FORM APPROVED
OMB NO. 1004-0074
Expires: May 31, 2000

State	Date of sale
WY	6/8/04

PARCEL NUMBER	AMOUNT OF BID *(See Instructions below)*	
	TOTAL BID	PAYMENT SUBMITTED WITH BID
THE BID IS FOR *(Check one)*: ☒ Oil and Gas Parcel Number 162	$150/4c	
☐ Geothermal Parcel Number _____ Name of Known Geothermal Resource Area (KGRA) _____		

CERTIFIED to be a true and comparative copy of the official records on file
NOV 04 2004
BUREAU OF LAND MANAGEMENT

The appropriate regulations applicable to this bid are: (1) for oil and gas leases—43 CFR 3120; (2) for National Petroleum Reserve-Alaska (NPR-A) leases—43 CFR 3132; and (3) for Geothermal resources leases—43 CFR 3220. *(See details concerning lease qualifications on reverse.)*

I CERTIFY THAT I have read and am in compliance with, and not in violation of, the lessee qualification requirements under the applicable regulations for this bid.

I CERTIFY THAT this bid is not in violation of 18 U.S.C. 1860 which prohibits unlawful combination or intimidation of bidders. I further certify that this bid was arrived at independently and is tendered without collusion with any other bidder for the purpose of restricting competition.

IMPORTANT NOTICE: Execution of this form, where the offer is the high bid, constitutes a binding lease offer, including all applicable terms and conditions. Failure to comply with the applicable laws and regulations under which this bid is made shall result in rejection of the bid and forfeiture of all monies submitted.

HANSON & STRAHN, INC.
Print or Type Name of Lessee

P.O. Box 3020
Cheyenne, WY 82003
(307) 632-3944
Address of Lessee

City State Zip Code

Signature of Lessee or Bidder

INSTRUCTIONS

INSTRUCTIONS FOR OIL AND GAS BID *(Except NPR-A)*

1. Separate bid for each parcel is required. Identify parcel by the parcel number assigned in the *Notice of Competitive Lease Sale.*
2. Bid **must** be accompanied by the national minimum acceptable bid, the first year's rental and the administrative fee. The remittance **must** be in the form specified in 43 CFR 3103.1-1. The remainder of the bonus bid, if any, **must** be submitted to the proper BLM office within 10 working days after the last day of the oral auction. **Failure to submit the remainder of the bonus bid within 10 working days will result in rejection of the bid offer and forfeiture of all monies paid.**
3. If bidder is **not** the sole party in interest in the lease for which the bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.
4. This bid may be executed *(signed)* before the oral auction. If signed before the oral auction, this form cannot be modified without being executed again.
5. In view of the above requirement (4), bidder may wish to leave AMOUNT OF BID section blank so that final bid amount may be either completed by the bidder or the Bureau of Land Management at the oral auction.

INSTRUCTIONS FOR GEOTHERMAL OR NPR-A OIL AND GAS BID

1. Separate bid for each parcel is required. Identify parcel by the number assigned to a tract.
2. Bid **must** be accompanied by one-fifth of the total amount of bid. The remittance **must** be in the form specified in 43 CFR 3220.4 for a Geothermal Resources bid and 3132.2 for a NPR-A lease bid.
3. Mark envelope Bid for Geothermal Resources Lease in *(Name of KGRA)* or Bid for NPR-A Lease, as appropriate. Be sure correct parcel number of tract on which bid is submitted and date of bid opening are noted plainly on envelope. No bid may be modified or withdrawn unless such modification or withdrawal is received prior to time fixed for opening of bids.
4. Mail or deliver bid to the proper BLM office or place indicated in the *Notice of Competitive Lease Sale.*
5. If bidder is **not** the sole party in interest in the lease for which bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212 make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

(Continued on reverse)

[redacted] [redacted] [redacted]

QUALIFICATIONS

For leases that may be issued as a result of this sale under the Mineral Leasing Act (The Act) of 1920, as amended, the oral bidder must: (1) Be a citizen of the United States; an association *(including partnerships and trusts)* of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) Be in compliance with acreage limitation requirements wherein the bidder's interests, direct and indirect, in oil and gas leases in the State identified do not exceed 246,080 acres each in public domain or acquired lands including acreage covered by this bid, of which not more than 200,000 acres are under options. If this bid is submitted for lands in Alaska, the bidder's holdings in each of the Alaska leasing districts do not exceed 300,000 acres, of which no more than 200,000 acres are under options in each district; (3) Be in compliance with Federal coal lease holdings as provided in sec. 2(a)(2)(A) of the Act; (4) Be in compliance with reclamation requirements for all Federal oil and gas holdings as required by sec. 17 of the Act; (5) Not be in violation of sec. 41 of the Act; and (6) Certify that all parties in interest in this bid are in compliance with 43 CFR Groups 3000 and 3100 and the leasing authorities cited herein.

For leases that may be issued as a result of this sale under the Geothermal Steam Act of 1970, as amended, the bidder must: (1) Be a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; and (2) Be in compliance with acreage limitation requirements wherein the bidder's interests, direct and indirect, do not exceed 51,200 acres; and (3) Certify that all parties in interest in this bid are in compliance with 43 CFR Group 3200 and the leasing authority cited herein.

For leases that may be issued as a result of this sale under the Department of the Interior Appropriations Act of 1981, the bidder must: (1) Be a citizen or national of the United States; an alien lawfully admitted for permanent residence; a private, public or municipal corporation organized under the laws of the United States or of any State or Territory thereof; an association of such citizens, nationals, resident aliens or private, public or municipal corporations, and (2) Certify that all parties in interest in this bid are in compliance with 43 CFR Part 3130 and the leasing authorities cited herein.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this bid for a Competitive Oil and Gas or Geothermal Resources Lease.

AUTHORITY: 30 U.S.C. 181 et seq.; 30 U.S.C. 351-359; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE: The information is to be used to process your bid.

ROUTINE USES: (1) The adjudication of the bidder's right to the resources for which this bid is made. (2) Documentation for public information. (3) Transfer to appropriate Federal agencies when comment or concurrence is required prior to granting a right in public lands or resources. (4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION: Disclosure of the information is voluntary. If all the information is not provided, your bid may be rejected.

The Paperwork Reduction Act of 1995 (44 U.S.C. 3501 et seq.) requires us to inform you that:

This information is being collected in accordance with 43 CFR 3120, 43 CFR 3130, or 43 CFR 3220..
This information will be used to determine the bidder submitting the highest bid.
Response to this request is required to obtain a benefit..

BLM would like you to know that you do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 2 hours per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (WO-630), 1620 L Street, Washington, D.C. 20036 and the Office of Management and Budget, Desk Officer for the Interior Department, Office of Regulatory Affairs (1004-0074), Washington, D.C. 20503.

WYW161011

MULTIPLE MINERAL DEVELOPMENT STIPULATION

Operations will not be approved which, in the opinion of the authorized officer, would unreasonably interfere with the orderly development and/or production from a valid existing mineral lease issued prior to this one for the same lands.

THIS STIPULATION APPLIES TO ALL PARCELS

CERTIFIED
to be a true and comparative copy
of the official records on file
NOV 04 2004
BUREAU OF LAND MANAGEMENT

WYW161011

LEASE NOTICE NO. 1

Under Regulation 43 CFR 3101.1-2 and terms of the lease (BLM Form 3100-11), the authorized officer may require reasonable measures to minimize adverse impacts to other resource values, land uses, and users not addressed in lease stipulations at the time operations are proposed. Such reasonable measures may include, but are not limited to, modification of siting or design of facilities, timing of operations, and specification of interim and final reclamation measures, which may require relocating proposed operations up to 200 meters, but not off the leasehold, and prohibiting surface disturbance activities for up to 60 days.

The lands within this lease may include areas not specifically addressed by lease stipulations that may contain special values, may be needed for special purposes, or may require special attention to prevent damage to surface and/or other resources. Possible special areas are identified below. Any surface use or occupancy within such special areas will be strictly controlled or, if absolutely necessary, prohibited. Appropriate modifications to imposed restrictions will be made for the maintenance and operation of producing wells.

1. Slopes in excess of 25 percent.

2. Within 500 feet of surface water and/or riparian areas.

3. Construction with frozen material or during periods when the soil material is saturated or when watershed damage is likely to occur.

4. Within 500 feet of Interstate highways and 200 feet of other existing rights-of-way (i.e., U.S. and State highways, roads, railroads, pipelines, powerlines).

5. Within 1/4 mile of occupied dwellings.

6. Material sites.

GUIDANCE:

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of the official records on file
NOV 04 2004
BUREAU OF LAND MANAGEMENT

The intent of this notice is to inform interested parties (potential lessees, permittees, operators) that when one or more of the above conditions exist, surface disturbing activities will be prohibited unless or until the permittee or the designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water).

The referenced oil and gas leases on these lands are hereby made subject to the stipulation that the exploration or drilling activities will not interfere materially with the use of the area as a materials site/free use permit. At the time operations on the above lands are commenced, notification will be made to the appropriate agency. The name of the appropriate agency may be obtained from the proper BLM Field Office.

THIS NOTICE APPLIES TO ALL PARCELS

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WYW161011

LEASE NOTICE NO. 2

BACKGROUND:

The Bureau of Land Management (BLM), by including National Historic Trails within its National Landscape Conservation System, has recognized these trails as national treasures. Our responsibility is to review our strategy for management, protection, and preservation of these trails. The National Historic Trails in Wyoming, which include the Oregon, California, Mormon Pioneer, and Pony Express Trails, as well as the Nez Perce Trail, were designated by Congress through the National Trails System Act (P.L. 90-543; 16 U.S.C. 1241-1251) as amended through P.L. 106-509 dated November 13, 2000. Protection of the National Historic Trails is normally considered under the National Historic Preservation Act (P.L. 89-665; 16 U.S.C. 470 et seq.) as amended through 1992 and the National Trails System Act. Additionally, Executive Order 13195, "Trails for America in the 21st Century," signed January 18, 2001, states in Section 1: "Federal agencies will...protect, connect, promote, and assist trails of all types throughout the United States. This will be accomplished by: (b) Protecting the trail corridors associated with national scenic trails and the high priority potential sites and segments of national historic trails to the degrees necessary to ensure that the values for which each trail was established remain intact." Therefore, the BLM will be considering all impacts and intrusions to the National Historic Trails, their associated historic landscapes, and all associated features, such as trail traces, grave sites, historic encampments, inscriptions, natural features frequently commented on by emigrants in journals, letters and diaries, or any other feature contributing to the historic significance of the trails. Additional National Historic Trails will likely be designated amending the National Trails System Act. When these amendments occur, this notice will apply to those newly designated National Historic Trails as well.

STRATEGY:

The BLM will proceed in this objective by conducting a viewshed analysis on either side of the designated centerline of the National Historic Trails in Wyoming, except, at this time, for the Nez Perce Trail, for the purpose of identifying and evaluating potential impacts to the trails, their associated historic landscapes, and their associated historic features. Subject to the viewshed analysis and archaeological inventory, reasonable mitigation measures may be applied. These may include, but are not limited to, modification of siting or design of facilities to camouflage or otherwise hide the proposed operations within the viewshed. Additionally, specification of interim and final reclamation measures may require relocating the proposed operations within the leasehold. Surface disturbing activities will be analyzed in accordance with the National Environmental Policy Act of 1969 (P.L. 91-190; 42 U.S.C. 4321-4347) as amended through P.L. 94-52, July 3, 1975 and P.L. 94-83, August 9, 1975, and the National Historic Preservation Act, supra, to determine if any design, siting, timing, or reclamation requirements are necessary. This strategy is necessary until the BLM determines that, based on the results of the completed viewshed analysis and archaeological inventory, the existing land use plans (Resource Management Plans) have to be amended.

The use of this lease notice is a predecisional action, necessary until final decisions regarding surface disturbing restrictions are made. Final decisions regarding surface disturbing restrictions will take place with full public disclosure and public involvement over the next several years if BLM determines that it is necessary to amend existing land use plans.

GUIDANCE:

The intent of this notice is to inform interested parties (potential lessees, permittees, operators) that when any oil and gas lease contains remnants of National Historic Trails, or is located within the viewshed of a National Historic Trails' designated centerline, surface disturbing activities will require the lessee, permittee, operator or, their designated representative, and the surface management agency (SMA) to arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

THIS NOTICE APPLIES TO ALL PARCELS

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to be a true and comparative copy
of the official records on file
NOV 04 2004
BUREAU OF LAND MANAGEMENT

[redacted] [redacted] [redacted]

WYW161011

TIMING LIMITATION STIPULATIONS - TLS

No surface use is allowed during the following time period(s). This stipulation does not apply to operations and maintenance of production facilities.

(1) Apr 1 to Jul 31;

On the lands described below:

(2) as mapped on the Pinedale Field Office GIS database;

For the purpose of (reasons):

(3) protecting Sage Grouse nesting habitat.

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to be a true and correct copy
of the official records on file
NOV 04 2004
BUREAU OF LAND MANAGEMENT

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of the stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

WYW161011

TIMING LIMITATION STIPULATIONS - TLS

No surface use is allowed during the following time period(s). This stipulation does not apply to operations and maintenance of production facilities.

(1) Nov 15 to Apr 30;

On the lands described below:

(2) as mapped on the Pinedale Field Office GIS database;

For the purpose of (reasons):

(3) protecting big game crucial winter range.

CERTIFIED
to be a true and comparative copy
of the official records on file
NOV 04 2004
BUREAU OF LAND MANAGEMENT

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of the stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

WYW161011

CONTROLLED SURFACE USE STIPULATION - CSU

Surface occupancy or use is subject to the following special operating constraints.

(1) Surface occupancy or use within 1/4 mile of a Sage Grouse strutting/dancing ground will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts;

On the lands described below:

(2) as mapped on the Pinedale Field Office GIS database;

For the purpose of:

(3) protecting Sage Grouse breeding habitat.

CERTIFIED
to be a true and comparative copy
of the official records on file
NOV 14 2006
BUREAU OF LAND MANAGEMENT

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of the stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

CONTROLLED SURFACE USE STIPULATION - CSU

Surface occupancy or use is subject to the following special operating constraints.

(1) Surface occupancy or use from Feb 1 to Jul 31 within a radius of up to 1 mile of occupied or active raptor nest sites will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts;

On the lands described below:

(2) as mapped on the Pinedale Field Office GIS database, or as determined by a pre-disturbance raptor survey;

For the purpose of:

(3) protecting raptor nesting habitat.

CERTIFIED
to be a true and comparative copy
of the official records on file
NOV 04 2004
BUREAU OF LAND MANAGEMENT

WYW161011

ATTACHMENT TO EACH LEASE

NOTICE TO LESSEE

Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201 (a)(2)(A), requires that any entity that holds and has held a Federal coal lease for 10 years beginning on or after August 4, 1976, and who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.

In accordance with the terms of this oil and gas lease, with respect to compliance by the initial lessee with qualifications concerning Federal coal lease holdings, all assignees and transferees are hereby notified that this oil and gas lease is subject to cancellation if: (1) the initial lessee as assignor or as transferor has falsely certified compliance with Section 2(a)(2)(A), or (2) because of a denial or disapproval by a State Office of a pending coal action, i.e., arms-length assignment, relinquishment, or logical mining unit, the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A). The assignee, sublessee or transferee does not qualify as a bona fide purchaser and, thus, has no rights to bona fide purchaser protection in the event of cancellation of this lease due to noncompliance with Section 2(a)(2)(A).

Information regarding assignor, sublessor or transferor compliance with Section 2(a)(2)(A) is contained in the lease case file as well as in other Bureau of Land Management records available through the State Office issuing this lease.

CERTIFIED
to be a true and comparative copy
of the official records on file
NOV 04 2004
BUREAU OF LAND MANAGEMENT

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ASSIGNMENT OF PROCEEDS FROM OIL & GAS WELLS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Doris McMurry Trustee of the Doris McMurry Revocable Trust, P.O. Box 50790, Casper, WY 82604 (hereinafter referred as Assignor), the owner of certain overriding royalty interests in producing oil and gas leases, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer and set over unto Dixie Roggow PO Box 926 Evansville, WY (hereinafter referred to as Assignee), all of her right, title and interest in and to the proceeds from the oil, gas and other hydrocarbons of whatever nature which are produced, saved and marketed from the following described oil and/or gas well in Sublette County, Wyoming, to-wit:

Stud Horse Butte 20-4R 308067
T29N, R108W
SECTION 35: S/2SWSWSW (5 acres)
T28N,R108W
SECTION 4: 5acres in N/2N/2NW of Lot 2

RECORDED Dec. 3 2004 8:00AM
IN BOOK 129 046 PAGE 171
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By

This assignment is limited to Assignor's interest in the existing producing well listed above. It is not intended to include an interest in any subsequent offsetting wells or wells which may be drilled to deeper formations than those now producing in the existing wells. The interest conveyed is a well-bore interest, to the depth drilled, in the wells specifically described.

This assignment is made without warranty, expressed or implied.

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, her successors and assigns forever.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment as of this 22nd day of November, 2004, to be effective as of the first day of Production, 2004.

Doris McMurry, Trustee
Doris McMurry Revocable Trust

STATE OF Wyoming)
) **SS**
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 22nd day of November, 2004, by Doris McMurry, Trustee of the Doris McMurry Revocable Trust.

Witness my hand and official seal.

JODI RAMSOUR Notary Public
County of Natrona
State of Wyoming
My commission Expires October 7, 2007

Notary Public

My Commission Expires: 10-7-07

Gannett 11-16

ASSIGNMENT OF OVERRIDING ROYALTY

Anschutz Pinedale Corporation, Suite 2400, 555 17th Street, Denver, Colorado 80202, hereinafter called Assignor, for and in consideration of the sum of Ten Dollars ($10.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, bargain, convey, transfer, assign and deliver unto the following named parties the interests set out opposite their names, of all oil and/or gas produced, saved and sold from the Gannett 11-16 well located in the NESW-16-T32N-R109W, Sublette County, Wyoming , which well is located on the lands and the oil and gas lease described on Exhibit "A" attached hereto and made a part hereof:

William J. Miller and Nancy Miller,
as Joint Tenants with Right of Survivorship
5233 West Capri Place
Littleton, CO 80123
.17250 of 1% of 8/8ths

Scott L. Hajicek and Marilyn S. Hajicek,
as Joint Tenants with Right of Survivorship
2980 South Newcomb Way
Lakewood, CO 80227
.14375 of 1% of 8/8ths

Todd R. Kalstrom and Pamela S. Kalstrom,
as Joint Tenants with Right of Survivorship
6732 W. Princeton Place
Denver, CO 80235
.17250 of 1% of 8/8ths

Anschutz Resources Company
555 17th Street, Suite 2400
Denver, CO 80202
.83375 of 1% of 8/8ths

Hal B. Koerner, Jr., and Diane Lynn Koerner,
as Joint Tenants with Right of Survivorship
6811 Hillridge Place
Parker, CO 80134
.11500 of 1% of 8/8ths

Anschutz Exploration Corporation Royalty Pool
555 17th Street, Suite 2400
Denver, CO 80202
.86250 of 1% of 8/8ths

The above stated overriding royalty opposite each parties name shall be as stated above until such time as Anschutz Pinedale Corporation, ("APC") has recouped the non-consent penalty assessed on the non-consented interest of Ultra Resources, Inc. and Lance Oil & Gas Company in the Gannett 11-16 well, located in the NESW-16-T32N-R109W, Sublette County, Wyoming, pursuant to the terms of that certain Joint Operating Agreement dated September 13, 1999, but effective July 1, 1999, by and between APC (successor in interest to Anschutz Exploration Corporation), as Operator and Ultra Resources, Inc., et al as Non-Operator. Effective on the date that Operator has recouped said non-consent penalty and Ultra Resources, Inc. and Lance Oil and Gas Company are entitled to a working interest in the Gannett 11-16 well, the overriding royalty interest hereinabove conveyed shall terminate. This assignment does not affect any overriding royalty previously assigned to the above parties.

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.

308070

RECORDED Dec. 3 2004 8:00 A M
IN BOOK 129 046 PAGE 172
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

172

C. The overriding royalty may be pooled and unitized in the same manner and under the same and identical terms, conditions and provisions as the lessor's royalties may be pooled and unitized under the terms of each lease above described.

D. The overriding royalty herein assigned is based upon the assumption that the leases described on Exhibit "A" cover and affect the entire fee simple mineral estate in the lands covered thereby. In the event of loss or failure of title as to the whole or any portion of the leased premises, the overriding royalty interest as to such lease and lands affected by such loss or failure of title shall be reduced in the proportion in which title shall have failed, and in such event the overriding royalty interest herein assigned shall be proportionately reduced. If the lease described in Exhibit "A" attached hereto covers less than the entire and undivided fee simple estate therein, then and in such event the overriding royalty interest herein assigned shall be proportionately reduced.

E. No obligations, either expressed or implied, shall arise by reason of the assignment herein by Assignor of overriding royalty interest which shall obligate Assignor to keep, drill, produce, operate and maintain the said leases in force and effect either by the payment of rentals, compensatory royalties or other payments, or by the drilling of any wells upon the lands with respect which the overriding royalty interest in said leases is hereby assigned, it being expressly understood that Assignee is to receive said overriding royalty interest in such production only out of the oil, gas and other hydrocarbon substances and minerals, if, as and when produced, saved and marketed at the sole will of Assignor from said lands under the terms and provisions of each lease, and Assignor herein, his heirs, successors, assigns and/or legal representatives, may release said leases or any part thereof at will and without liability to Assignee, their heirs, successors, assigns and/or legal representatives.

F. The overriding royalty interest herein assigned shall be applicable to any renewal, extension or new lease taken or acquired by Assignor, its successors and assigns, within a period of six (6) months from date of the termination of any lease described in Exhibit "A" as to the land and minerals covered and affected by said new lease.

This Assignment is made without covenants of warranty, either expressed or implied but shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto.

This instrument executed this 19th day of August, 2004 to be effective as of June 1, 2004.

ATTEST:

By: _____
Judith A. Paisley
Assistant Secretary

ANSCHUTZ PINEDALE CORPORATION

By: _____
Pamela S. Kalstrom
Assistant Vice President

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO }
}SS.
COUNTY OF DENVER }

Before me, the undersigned authority, on this day personally appeared Pamela S. Kalstrom, Assistant Vice President of Anschutz Pinedale Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation

Given under my hand and seal of office this 19th day of August, 2004.

SEAL

_____
Cecily Ann Voruz, Notary Public

My commission expires:
January 27, 2006

NOTARY PUBLIC
CECILY ANN VORUZ
STATE OF COLORADO

[redacted] [redacted] [redacted]

Gannett 11-16

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated effective June 1, 2004 by and between Anschutz Pinedale Corporation and William J. Miller, et al.

Oil and Gas Lease (2767-00007) ST 94-00293 dated effective December 1, 1997, by and between The State of Wyoming as Lessor, and Ultra Resources, Inc., as Lessee, covering among other lands NESW-16-T32N-R109W.

Mesa 10-22d

ASSIGNMENT OF OVERRIDING ROYALTY

Anschutz Pinedale Corporation, Suite 2400, 555 17th Street, Suite 2400, 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 parties the interests set out opposite their names, of all oil and/or gas produced, saved and sold from the Mesa 10-22d well located in the NWSE-22-T32N-R109W, Sublette County, Wyoming , which well is located on the lands and the oil and gas lease described on Exhibit "A" attached hereto and made a part hereof:

William J. Miller and Nancy Miller,
as Joint Tenants with Right of Survivorship
5233 West Capri Place
Littleton, CO 80123
.029150 of 1% of 8/8ths

Scott L. Hajicek and Marilyn S. Hajicek,
as Joint Tenants with Right of Survivorship
2980 South Newcomb Way
Lakewood, CO 80227
.024290 of 1% of 8/8ths

Todd R. Kalstrom and Pamela S. Kalstrom,
as Joint Tenants with Right of Survivorship
6732 W. Princeton Place
Denver, CO 80235
.029150 of 1% of 8/8ths

Anschutz Resources Company
555 17th Street, Suite 2400
Denver, CO 80202
.140876 of 1% of 8/8ths

Hal B. Koerner, Jr., and Diane Lynn Koerner,
as Joint Tenants with Right of Survivorship
6811 Hillridge Place
Parker, CO 80134
.019430 of 1% of 8/8ths

Anschutz Exploration Corporation Royalty Pool
555 17th Street, Suite 2400
Denver, CO 80202
.145730 of 1% of 8/8ths

The above stated overriding royalty opposite each parties name shall be as stated above until such time as Anschutz Pinedale Corporation, ("APC") has recouped the non-consent penalty assessed on the non-consented interest of Lance Oil & Gas Company in the Mesa 10-22d well, located in the NWSE-22-T32N-R109W, Sublette County, Wyoming, pursuant to the terms of that certain Joint Operating Agreement dated July 21, 2000, by and between APC (successor in interest to Anschutz Exploration Corporation), as Operator and Ultra Resources, Inc., et al as Non-Operator. Effective on the date that Operator has recouped said non-consent penalty and Lance Oil and Gas Company are entitled to a working interest in the Mesa 10-22d well, the overriding royalty interest hereinabove conveyed shall terminate. This assignment does not affect any overriding royalty previously assigned to the above parties.

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.

308071

RECORDED Dec. 3 20 04 8:09 A.M.
IN BOOK 129 046 PAGE 175
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Zaccardi

C. The overriding royalty may be pooled and unitized in the same manner and under the same and identical terms, conditions and provisions as the lessor's royalties may be pooled and unitized under the terms of each lease above described.

D. The overriding royalty herein assigned is based upon the assumption that the leases described on Exhibit "A" cover and affect the entire fee simple mineral estate in the lands covered thereby. In the event of loss or failure of title as to the whole or any portion of the leased premises, the overriding royalty interest as to such lease and lands affected by such loss or failure of title shall be reduced in the proportion in which title shall have failed, and in such event the overriding royalty interest herein assigned shall be proportionately reduced. If the lease described in Exhibit "A" attached hereto covers less than the entire and undivided fee simple estate therein, then and in such event the overriding royalty interest herein assigned shall be proportionately reduced.

E. No obligations, either expressed or implied, shall arise by reason of the assignment herein by Assignor of overriding royalty interest which shall obligate Assignor to keep, drill, produce, operate and maintain the said leases in force and effect either by the payment of rentals, compensatory royalties or other payments, or by the drilling of any wells upon the lands with respect which the overriding royalty interest in said leases is hereby assigned, it being expressly understood that Assignee is to receive said overriding royalty interest in such production only out of the oil, gas and other hydrocarbon substances and minerals, if, as and when produced, saved and marketed at the sole will of Assignor from said lands under the terms and provisions of each lease, and Assignor herein, his heirs, successors, assigns and/or legal representatives, may release said leases or any part thereof at will and without liability to Assignee, their heirs, successors, assigns and/or legal representatives.

F. The overriding royalty interest herein assigned shall be applicable to any renewal, extension or new lease taken or acquired by Assignor, its successors and assigns, within a period of six (6) months from date of the termination of any lease described in Exhibit "A" as to the land and minerals covered and affected by said new lease.

This Assignment is made without covenants of warranty, either expressed or implied but shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto.

This instrument executed this 23rd day of August, 2004 to be effective as of June 1, 2004.

ATTEST:

By: _____
Judith A. Paisley
Assistant Secretary

ANSCHUTZ PINEDALE CORPORATION

By: _____
Pamela S. Kalstrom
Assistant Vice President

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO }
}SS.
COUNTY OF DENVER }

Before me, the undersigned authority, on this day personally appeared Pamela S. Kalstrom, Assistant Vice President of Anschutz Pinedale Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation

Given under my hand and seal of office this 23rd day of August, 2004.

SEAL

Cecily Ann Voruz
Cecily Ann Voruz, Notary Public

My commission expires:
January 27, 2006

NOTARY PUBLIC
CECILY ANN VORUZ
STATE OF COLORADO

Mesa 10-22d

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated effective June 1, 2004 by and between Anschutz Pinedale Corporation and William J. Miller, et al.

Oil and Gas Lease (2767-00021) WYW-135124 dated effective February 1, 1995, by and between The United States of America as Lessor, and Meridian Oil Inc.., as Lessee, covering among other lands NWSE-22-T32N-R109W.

Mesa 15-22d

ASSIGNMENT OF OVERRIDING ROYALTY

Anschutz Pinedale Corporation, Suite 2400, 555 17th Street, Suite 2400, 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 parties the interests set out opposite their names, of all oil and/or gas produced, saved and sold from the Mesa 15-22d well located in the SWSE-22-T32N-R109W, Sublette County, Wyoming , which well is located on the lands and the oil and gas lease described on Exhibit "A" attached hereto and made a part hereof:

William J. Miller and Nancy Miller,
as Joint Tenants with Right of Survivorship
5233 West Capri Place
Littleton, CO 80123
.02250 of 1% of 8/8ths

Scott L. Hajicek and Marilyn S. Hajicek,
as Joint Tenants with Right of Survivorship
2980 South Newcomb Way
Lakewood, CO 80227
.01875 of 1% of 8/8ths

Todd R. Kalstrom and Pamela S. Kalstrom,
as Joint Tenants with Right of Survivorship
6732 W. Princeton Place
Denver, CO 80235
.02250 of 1% of 8/8ths

Anschutz Resources Company
555 17th Street, Suite 2400
Denver, CO 80202
.10875 of 1% of 8/8ths

Hal B. Koerner, Jr., and Diane Lynn Koerner,
as Joint Tenants with Right of Survivorship
6811 Hillridge Place
Parker, CO 80134
.01500 of 1% of 8/8ths

Anschutz Exploration Corporation Royalty Pool
555 17th Street, Suite 2400
Denver, CO 80202
.11250 of 1% of 8/8ths

The above stated overriding royalty opposite each parties name shall be as stated above until such time as Anschutz Pinedale Corporation, ("APC") has recouped the non-consent penalty assessed on the non-consented interest of Lance Oil & Gas Company in the Mesa 15-22d well, located in the SWSE-22-T32N-R109W, Sublette County, Wyoming, pursuant to the terms of that certain Joint Operating Agreement dated July 21, 2000, by and between APC (successor in interest to Anschutz Exploration Corporation), as Operator and Ultra Resources, Inc., et al as Non-Operator. Effective on the date that Operator has recouped said non-consent penalty and Lance Oil and Gas Company are entitled to a working interest in the Mesa 15-22d well, the overriding royalty interest hereinabove conveyed shall terminate. This assignment does not affect any overriding royalty previously assigned to the above parties.

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.

308072

RECORDED Dec. 3 at 8:00 A.M.
IN BOOK 129046 PAGE 178
FEES $ 14.00
SUBLETTE COUNTY, WYOMING

178

C. The overriding royalty may be pooled and unitized in the same manner and under the same and identical terms, conditions and provisions as the lessor's royalties may be pooled and unitized under the terms of each lease above described.

D. The overriding royalty herein assigned is based upon the assumption that the leases described on Exhibit "A" cover and affect the entire fee simple mineral estate in the lands covered thereby. In the event of loss or failure of title as to the whole or any portion of the leased premises, the overriding royalty interest as to such lease and lands affected by such loss or failure of title shall be reduced in the proportion in which title shall have failed, and in such event the overriding royalty interest herein assigned shall be proportionately reduced. If the lease described in Exhibit "A" attached hereto covers less than the entire and undivided fee simple estate therein, then and in such event the overriding royalty interest herein assigned shall be proportionately reduced.

E. No obligations, either expressed or implied, shall arise by reason of the assignment herein by Assignor of overriding royalty interest which shall obligate Assignor to keep, drill, produce, operate and maintain the said leases in force and effect either by the payment of rentals, compensatory royalties or other payments, or by the drilling of any wells upon the lands with respect which the overriding royalty interest in said leases is hereby assigned, it being expressly understood that Assignee is to receive said overriding royalty interest in such production only out of the oil, gas and other hydrocarbon substances and minerals, if, as and when produced, saved and marketed at the sole will of Assignor from said lands under the terms and provisions of each lease, and Assignor herein, his heirs, successors, assigns and/or legal representatives, may release said leases or any part thereof at will and without liability to Assignee, their heirs, successors, assigns and/or legal representatives.

F. The overriding royalty interest herein assigned shall be applicable to any renewal, extension or new lease taken or acquired by Assignor, its successors and assigns, within a period of six (6) months from date of the termination of any lease described in Exhibit "A" as to the land and minerals covered and affected by said new lease.

This Assignment is made without covenants of warranty, either expressed or implied but shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto.

This instrument executed this 23rd day of August, 2004 to be effective as of June 1, 2004.

ATTEST:

By: _____
Judith A. Paisley
Assistant Secretary

ANSCHUTZ PINEDALE CORPORATION

By: _____
Pamela S. Kalstrom
Assistant Vice President

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO }
}SS.
COUNTY OF DENVER }

Before me, the undersigned authority, on this day personally appeared Pamela S. Kalstrom, Assistant Vice President of Anschutz Pinedale Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation

Given under my hand and seal of office this 23rd day of August, 2004.

SEAL

_____
Cecily Ann Voruz, Notary Public

My commission expires:
January 27, 2006

NOTARY PUBLIC
CECILY ANN VORUZ
STATE OF COLORADO

[redacted] [redacted] [redacted]

Mesa 15-22d

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated effective June 1, 2004 by and between Anschutz Pinedale Corporation and William J. Miller, et al.

Oil and Gas Lease (2767-00021) WYW-135124 dated effective February 1, 1995, by and between The United States of America as Lessor, and Meridian Oil Inc.., as Lessee, covering among other lands SWSE-22-T32N-R109W.

Mesa 16-35d

ASSIGNMENT OF OVERRIDING ROYALTY

Anschutz Pinedale Corporation, Suite 2400, 555 17th Street, Denver, Colorado 80202, hereinafter called Assignor, for and in consideration of the sum of Ten Dollars ($10.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, bargain, convey, transfer, assign and deliver unto the following named party the interest set out opposite his name, of all oil and/or gas produced, saved and sold from the Mesa 16-35d Well located in the NESESE-35-T32N-R109W, Sublette County, Wyoming , which Well is located on the lands and the oil and gas lease described on Exhibit "A" attached hereto and made a part hereof:

William J. Miller and Nancy Miller,
as joint Tenants with ROS
5233 West Capri Place
Littleton, CO 80123
.02250 of 1% of 8/8ths

Scott L. Hajicek and Marilyn S. Hajicek,
as Joint Tenants with ROS
2980 South Newcomb Way
Lakewood, CO 80227
.01875 of 1% of 8/8ths

Todd R. Kalstrom and Pamela S. Kalstrom,
as Joint Tenants with ROS
6732 West Princeton Place
Denver, CO 80235
.02250 of 1% of 8/8ths

Anschutz Resources Company
555 17th Street, Suite 2400
Denver, CO 80202
.10875 of 1% of 8/8ths

Hal B. Koerner, Jr., and Diane Lynn Koerner, as
Joint Tenants with ROS
6811 Hillridge Place
Parker, CO 80134
.01500 of 1% of 8/8ths

Anschutz Exploration Corporation Royalty Pool
555 17th Street, Suite 2400
Denver, CO 80202
.11250 of 1% of 8/8ths

The above stated overriding royalty opposite each parties name shall be as stated above until such time as Anschutz Pinedale Corporation, ("APC") has recouped the non-consent penalty assessed on the non-consented interest of Lance Oil & Gas Company in the Mesa 16-35d, located in the NESESE of Sec. 35, Township 32 North, Range 109 West, Sublette County, Wyoming, pursuant to the terms of that certain Joint Operating Agreement dated January 25, 2001, by and between APC (successor in interest to Anschutz Exploration Corporation), as Operator and Anschutz Wyoming Corporation, et al as Non-Operator. Effective on the date that Operator has recouped said non-consent penalty and Lance Oil and Gas Company is entitled to a working interest in the Mesa 16-35d well the overriding royalty interest hereinabove conveyed shall terminate. This agreement does not affect any overriding royalty previously assigned to the above parties.

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.

308073 Dec. 3 04 8:00 A
IN BOOK 129 046 PAGE 181
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Jackson

C. The overriding royalty may be pooled and unitized in the same manner and under the same and identical terms, conditions and provisions as the lessor's royalties may be pooled and unitized under the terms of each lease above described.

D. The overriding royalty herein assigned is based upon the assumption that the leases described on Exhibit "A" cover and affect the entire fee simple mineral estate in the lands covered thereby. In the event of loss or failure of title as to the whole or any portion of the leased premises, the overriding royalty interest as to such lease and lands affected by such loss or failure of title shall be reduced in the proportion in which title shall have failed, and in such event the overriding royalty interest herein assigned shall be proportionately reduced. If the lease described in Exhibit "A" attached hereto covers less than the entire and undivided fee simple estate therein, then and in such event the overriding royalty interest herein assigned shall be proportionately reduced.

E. No obligations, either expressed or implied, shall arise by reason of the assignment herein by Assignor of overriding royalty interest which shall obligate Assignor to keep, drill, produce, operate and maintain the said leases in force and effect either by the payment of rentals, compensatory royalties or other payments, or by the drilling of any wells upon the lands with respect which the overriding royalty interest in said leases is hereby assigned, it being expressly understood that Assignee is to receive said overriding royalty interest in such production only out of the oil, gas and other hydrocarbon substances and minerals, if, as and when produced, saved and marketed at the sole will of Assignor from said lands under the terms and provisions of each lease, and Assignor herein, his heirs, successors, assigns and/or legal representatives, may release said leases or any part thereof at will and without liability to Assignee, their heirs, successors, assigns and/or legal representatives.

F. The overriding royalty interest herein assigned shall be applicable to any renewal, extension or new lease taken or acquired by Assignor, its successors and assigns, within a period of six (6) months from date of the termination of any lease described in Exhibit "A" as to the land and minerals covered and affected by said new lease.

This Assignment is made without covenants of warranty, either expressed or implied but shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto.

This instrument executed this 24th day August, 2004 to be effective as of June 1, 2004.

ATTEST:

By: _____
Judith A. Paisley
Assistant Secretary

ANSCHUTZ PINEDALE CORPORATION

By: _____
Pamela S. Kalstrom
Assistant Vice President

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

Before me, the undersigned authority, on this day personally appeared Pamela S. Kalstrom, Assistant Vice President of Anschutz Pinedale Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said company.

Given under my hand and seal of office this 24th day of August, 2004.

SEAL

_____
Notary Public

My commission expires:
January 27, 2006

NOTARY PUBLIC
CECILY ANN VORUZ
STATE OF COLORADO

Mesa 16-35d

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated effective June 1, 2004 by and between Anschutz Pinedale Corporation and William J. Miller, et al.

Oil and Gas Lease (2767-0002O) WYW-06286 dated effective June 1, 1951, by and between The United States of America as Lessor, and Donald B. Anderson., as Lessee, covering among other lands NESESE-35-T32N-R109W.

Mesa 16-35cd

ASSIGNMENT OF OVERRIDING ROYALTY

Anschutz Pinedale Corporation, Suite 2400, 555 17th Street, Denver, Colorado 80202, hereinafter called Assignor, for and in consideration of the sum of Ten Dollars ($10.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, bargain, convey, transfer, assign and deliver unto the following named party the interest set out opposite his name, of all oil and/or gas produced, saved and sold from the Mesa 16-35cd Well located in the SESESE-35-T32N-R109W, Sublette County, Wyoming , which Well is located on the lands and the oil and gas lease described on Exhibit "A" attached hereto and made a part hereof:

William J. Miller and Nancy Miller,
as joint Tenants with ROS
5233 West Capri Place
Littleton, CO 80123
.02250 of 1% of 8/8ths

Scott L. Hajicek and Marilyn S. Hajicek,
as Joint Tenants with ROS
2980 South Newcomb Way
Lakewood, CO 80227
.01875 of 1% of 8/8ths

Todd R. Kalstrom and Pamela S. Kalstrom,
as Joint Tenants with ROS
6732 West Princeton Place
Denver, CO 80235
.02250 of 1% of 8/8ths

Anschutz Resources Company
555 17th Street, Suite 2400
Denver, CO 80202
.10875 of 1% of 8/8ths

Hal B. Koerner, Jr., and Diane Lynn Koerner, as
Joint Tenants with ROS
6811 Hillridge Place
Parker, CO 80134
.01500 of 1% of 8/8ths

Anschutz Exploration Corporation Royalty Pool
555 17th Street, Suite 2400
Denver, CO 80202
.11250 of 1% of 8/8ths

The above stated overriding royalty opposite each parties name shall be as stated above until such time as Anschutz Pinedale Corporation, ("APC") has recouped the non-consent penalty assessed on the non-consented interest of Lance Oil & Gas Company in the Mesa 16-35cd, located in the SESESE of Sec. 35, Township 32 North, Range 109 West, Sublette County, Wyoming, pursuant to the terms of that certain Joint Operating Agreement dated January 25, 2001, by and between APC (successor in interest to Anschutz Exploration Corporation), as Operator and Anschutz Wyoming Corporation, et al as Non-Operator. Effective on the date that Operator has recouped said non-consent penalty and Lance Oil and Gas Company is entitled to a working interest in the Mesa 16-35cd well the overriding royalty interest hereinabove conveyed shall terminate. This agreement does not affect any overriding royalty previously assigned to the above parties.

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.

308074 RECORDED Dec. 3 at 8:00 IN BOOK 129 O&G PAGE 184 FEES $ 15.00 SUBLETTE COUNTY, WYOMING By Cathy Saxton

C. The overriding royalty may be pooled and unitized in the same manner and under the same and identical terms, conditions and provisions as the lessor's royalties may be pooled and unitized under the terms of each lease above described.

D. The overriding royalty herein assigned is based upon the assumption that the leases described on Exhibit "A" cover and affect the entire fee simple mineral estate in the lands covered thereby. In the event of loss or failure of title as to the whole or any portion of the leased premises, the overriding royalty interest as to such lease and lands affected by such loss or failure of title shall be reduced in the proportion in which title shall have failed, and in such event the overriding royalty interest herein assigned shall be proportionately reduced. If the lease described in Exhibit "A" attached hereto covers less than the entire and undivided fee simple estate therein, then and in such event the overriding royalty interest herein assigned shall be proportionately reduced.

E. No obligations, either expressed or implied, shall arise by reason of the assignment herein by Assignor of overriding royalty interest which shall obligate Assignor to keep, drill, produce, operate and maintain the said leases in force and effect either by the payment of rentals, compensatory royalties or other payments, or by the drilling of any wells upon the lands with respect which the overriding royalty interest in said leases is hereby assigned, it being expressly understood that Assignee is to receive said overriding royalty interest in such production only out of the oil, gas and other hydrocarbon substances and minerals, if, as and when produced, saved and marketed at the sole will of Assignor from said lands under the terms and provisions of each lease, and Assignor herein, his heirs, successors, assigns and/or legal representatives, may release said leases or any part thereof at will and without liability to Assignee, their heirs, successors, assigns and/or legal representatives.

F. The overriding royalty interest herein assigned shall be applicable to any renewal, extension or new lease taken or acquired by Assignor, its successors and assigns, within a period of six (6) months from date of the termination of any lease described in Exhibit "A" as to the land and minerals covered and affected by said new lease.

This Assignment is made without covenants of warranty, either expressed or implied but shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto.

This instrument executed this 24th day August, 2004 to be effective as of June 1, 2004.

ATTEST:

By: _____
Judith A. Paisley
Assistant Secretary

ANSCHUTZ PINEDALE CORPORATION

By: _____
Pamela S. Kalstrom
Assistant Vice President

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

Before me, the undersigned authority, on this day personally appeared Pamela S. Kalstrom, Assistant Vice President of Anschutz Pinedale Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said company.

Given under my hand and seal of office this 24th day of August, 2004.

SEAL

_____
Notary Public

My commission expires:
January 27, 2006

NOTARY PUBLIC
CECILY ANN VORUZ
STATE OF COLORADO

[redacted] [redacted] [redacted]

Mesa 16-35cd

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated effective June 1, 2004 by and between Anschutz Pinedale Corporation and William J. Miller, et al.

Oil and Gas Lease (2767-0002O) WYW-06286 dated effective June 1, 1951, by and between The United States of America as Lessor, and Donald B. Anderson., as Lessee, covering among other lands SESESE-35-T32N-R109W.

ASSIGNMENT OF OVERRIDING ROYALTY
Mesa 9-22bd

Anschutz Pinedale Corporation, Suite 2400, 555 17th Street, Suite 2400, 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 parties the interests set out opposite their names, of all oil and/or gas produced, saved and sold from the Mesa 9-22bd well located in the NWNESE-22-T32N-R109W, Sublette County, Wyoming , which well is located on the lands and the oil and gas lease described on Exhibit "A" attached hereto and made a part hereof:

William J. Miller and Nancy Miller,
as Joint Tenants with Right of Survivorship
5233 West Capri Place
Littleton, CO 80123
.030904 of 1% of 8/8ths

Scott L. Hajicek and Marilyn S. Hajicek,
as Joint Tenants with Right of Survivorship
2980 South Newcomb Way
Lakewood, CO 80227
.025754 of 1% of 8/8ths

Todd R. Kalstrom and Pamela S. Kalstrom,
as Joint Tenants with Right of Survivorship
6732 W. Princeton Place
Denver, CO 80235
.030904 of 1% of 8/8ths

Anschutz Resources Company
555 17th Street, Suite 2400
Denver, CO 80202
.149373 of 1% of 8/8ths

Hal B. Koerner, Jr., and Diane Lynn Koerner,
as Joint Tenants with Right of Survivorship
6811 Hillridge Place
Parker, CO 80134
.020603 of 1% of 8/8ths

Anschutz Exploration Corporation Royalty Pool
555 17th Street, Suite 2400
Denver, CO 80202
.154522 of 1% of 8/8ths

The above stated overriding royalty opposite each parties name shall be as stated above until such time as Anschutz Pinedale Corporation, ("APC") has recouped the non-consent penalty assessed on the non-consented interest of Lance Oil & Gas Company in the Mesa 9-22bd well, located in the NWNESE-22-T32N-R109W, Sublette County, Wyoming, pursuant to the terms of that certain Joint Operating Agreement dated July 21, 2000, by and between APC (successor in interest to Anschutz Exploration Corporation), as Operator and Ultra Resources, Inc., et al as Non-Operator. Effective on the date that Operator has recouped said non-consent penalty and Lance Oil and Gas Company are entitled to a working interest in the Mesa 9-22bd well, the overriding royalty interest hereinabove conveyed shall terminate. This assignment does not affect any overriding royalty previously assigned to the above parties.

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.

308075 RECORDED Dec. 3 2004 8:00 A.M. IN BOOK 1290 G PAGE 187 FEES $ 14.00 SUBLETTE COUNTY WYOMING By Cathy Sexton

[redacted] [redacted] [redacted]

C. The overriding royalty may be pooled and unitized in the same manner and under the same and identical terms, conditions and provisions as the lessor's royalties may be pooled and unitized under the terms of each lease above described.

D. The overriding royalty herein assigned is based upon the assumption that the leases described on Exhibit "A" cover and affect the entire fee simple mineral estate in the lands covered thereby. In the event of loss or failure of title as to the whole or any portion of the leased premises, the overriding royalty interest as to such lease and lands affected by such loss or failure of title shall be reduced in the proportion in which title shall have failed, and in such event the overriding royalty interest herein assigned shall be proportionately reduced. If the lease described in Exhibit "A" attached hereto covers less than the entire and undivided fee simple estate therein, then and in such event the overriding royalty interest herein assigned shall be proportionately reduced.

E. No obligations, either expressed or implied, shall arise by reason of the assignment herein by Assignor of overriding royalty interest which shall obligate Assignor to keep, drill, produce, operate and maintain the said leases in force and effect either by the payment of rentals, compensatory royalties or other payments, or by the drilling of any wells upon the lands with respect which the overriding royalty interest in said leases is hereby assigned, it being expressly understood that Assignee is to receive said overriding royalty interest in such production only out of the oil, gas and other hydrocarbon substances and minerals, if, as and when produced, saved and marketed at the sole will of Assignor from said lands under the terms and provisions of each lease, and Assignor herein, his heirs, successors, assigns and/or legal representatives, may release said leases or any part thereof at will and without liability to Assignee, their heirs, successors, assigns and/or legal representatives.

F. The overriding royalty interest herein assigned shall be applicable to any renewal, extension or new lease taken or acquired by Assignor, its successors and assigns, within a period of six (6) months from date of the termination of any lease described in Exhibit "A" as to the land and minerals covered and affected by said new lease.

This Assignment is made without covenants of warranty, either expressed or implied but shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto.

This instrument executed this 2nd day of November, 2004 to be effective as of October 1, 2004.

ATTEST:

By: _____
Judith A. Paisley
Assistant Secretary

ANSCHUTZ PINEDALE CORPORATION

By: _____
Pamela S. Kalstrom
Assistant Vice President

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO }
}SS.
COUNTY OF DENVER }

Before me, the undersigned authority, on this day personally appeared Pamela S. Kalstrom, Assistant Vice President of Anschutz Pinedale Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation

Given under my hand and seal of office this 2nd day of November, 2004.

SEAL

_____
Cecily Ann Voruz, Notary Public

My commission expires:
January 27, 2006

NOTARY PUBLIC
CECILY ANN VORUZ
STATE OF COLORADO

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated effective October 1, 2004 by and between Anschutz Pinedale Corporation and William J. Miller, et al.

Oil and Gas Lease (2767-00021) WYW-135124 dated effective February 1, 1995, by and between The United States of America as Lessor, and Meridian Oil Inc., as Lessee, covering among other lands NWNESE-22-T32N-R109W.

[redacted] [redacted] [redacted]

308076

Dec. 3 8:00 a.m.
IN BOOK 129 046 PAGE 190
FEES $14.00
SUBLETTE COUNTY, WYOMING

Mesa 16-22bd

ASSIGNMENT OF OVERRIDING ROYALTY
Mesa 16-22bd

Anschutz Pinedale Corporation, Suite 2400, 555 17th Street, Suite 2400, 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 parties the interests set out opposite their names, of all oil and/or gas produced, saved and sold from the Mesa 16-22bd well located in the NWSESE-22-T32N-R109W, Sublette County, Wyoming , which well is located on the lands and the oil and gas lease described on Exhibit "A" attached hereto and made a part hereof:

William J. Miller and Nancy Miller,
as Joint Tenants with Right of Survivorship
5233 West Capri Place
Littleton, CO 80123
.030904 of 1% of 8/8ths

Scott L. Hajicek and Marilyn S. Hajicek,
as Joint Tenants with Right of Survivorship
2980 South Newcomb Way
Lakewood, CO 80227
.025754 of 1% of 8/8ths

Todd R. Kalstrom and Pamela S. Kalstrom,
as Joint Tenants with Right of Survivorship
6732 W. Princeton Place
Denver, CO 80235
.030904 of 1% of 8/8ths

Anschutz Resources Company
555 17th Street, Suite 2400
Denver, CO 80202
.149373 of 1% of 8/8ths

Hal B. Koerner, Jr., and Diane Lynn Koerner,
as Joint Tenants with Right of Survivorship
6811 Hillridge Place
Parker, CO 80134
.020603 of 1% of 8/8ths

Anschutz Exploration Corporation
Royalty Pool
555 17th Street, Suite 2400
Denver, CO 80202
.154522 of 1% of 8/8ths

The above stated overriding royalty opposite each parties name shall be as stated above until such time as Anschutz Pinedale Corporation, ("APC") has recouped the non-consent penalty assessed on the non-consented interest of Lance Oil & Gas Company in the Mesa 16-22bd well, located in the NWSESE-22-T32N-R109W, Sublette County, Wyoming, pursuant to the terms of that certain Joint Operating Agreement dated July 21, 2000, by and between APC (successor in interest to Anschutz Exploration Corporation), as Operator and Ultra Resources, Inc., et al as Non-Operator. Effective on the date that Operator has recouped said non-consent penalty and Lance Oil and Gas Company are entitled to a working interest in the Mesa 16-22bd well, the overriding royalty interest hereinabove conveyed shall terminate. This assignment does not affect any overriding royalty previously assigned to the above parties.

The overriding royalty interest hereinabove assigned is subject to the following terms, provisions and conditions:

A. Said overriding royalty interest is subject to the terms and provisions of said leases described on Exhibit "A", and any amendments or modifications of said leases.

B. Said overriding royalty interest shall be free and clear of all drilling developing, operating costs and expenses except such costs, if any, incurred in dehydrating, treating, transporting, boosting, compressing or otherwise processing same in order to make same marketable, and same shall be calculated after deducting oil and gas used for operations on the premises, with the option on the part of Assignor to deduct the proportionate part of fuel used in any central plant serving the premises or of using other than the identical oil and gas produced for operations on the premises, and deducting any so used, but Assignee shall bear and pay all taxes of every nature whatever, which may now or hereafter be applicable to or in any manner connected with or a lien upon Assignee's overriding royalty interest or the production attributable thereto, including without limitation all production, severance, gathering, transportation or similar taxes attributable to Assignee's interest, and such other costs and charges as shall be applicable to and borne by lessor's royalties under the terms of the leases. If Assignor shall reinject gas produced under said leases or from land pooled therewith into injection wells situated on land covered by said Exhibit "A" leases or lands pooled therewith in connection with any recycling or pressure maintenance program, the quantity of gas produced under said leases or from land pooled therewith which is thus reinjected into said injection wells shall be deducted before the overriding royalties herein assigned are computed. No overriding royalties shall be payable upon gas and casinghead gas used for recycling or repressuring operations benefiting said lands. In the event the leases above described provide that shut-in gas payments shall be made as royalties rather than rentals, Assignee herein shall not be entitled to any payment with respect to said overriding royalty in connection with such payments. Except as may be otherwise provided in this assignment, the overriding royalty herein assigned shall be treated computed, paid and/or delivered to the Assignee in the same manner and under the same terms and conditions as are provided in each lease for the payment or delivery of royalties to the lessor therein.

C. The overriding royalty may be pooled and unitized in the same manner and under the same and identical terms, conditions and provisions as the lessor's royalties may be pooled and unitized under the terms of each lease above described.

D. The overriding royalty herein assigned is based upon the assumption that the leases described on Exhibit "A" cover and affect the entire fee simple mineral estate in the lands covered thereby. In the event of loss or failure of title as to the whole or any portion of the leased premises, the overriding royalty interest as to such lease and lands affected by such loss or failure of title shall be reduced in the proportion in which title shall have failed, and in such event the overriding royalty interest herein assigned shall be proportionately reduced. If the lease described in Exhibit "A" attached hereto covers less than the entire and undivided fee simple estate therein, then and in such event the overriding royalty interest herein assigned shall be proportionately reduced.

E. No obligations, either expressed or implied, shall arise by reason of the assignment herein by Assignor of overriding royalty interest which shall obligate Assignor to keep, drill, produce, operate and maintain the said leases in force and effect either by the payment of rentals, compensatory royalties or other payments, or by the drilling of any wells upon the lands with respect which the overriding royalty interest in said leases is hereby assigned, it being expressly understood that Assignee is to receive said overriding royalty interest in such production only out of the oil, gas and other hydrocarbon substances and minerals, if, as and when produced, saved and marketed at the sole will of Assignor from said lands under the terms and provisions of each lease, and Assignor herein, his heirs, successors, assigns and/or legal representatives, may release said leases or any part thereof at will and without liability to Assignee, their heirs, successors, assigns and/or legal representatives.

F. The overriding royalty interest herein assigned shall be applicable to any renewal, extension or new lease taken or acquired by Assignor, its successors and assigns, within a period of six (6) months from date of the termination of any lease described in Exhibit "A" as to the land and minerals covered and affected by said new lease.

This Assignment is made without covenants of warranty, either expressed or implied but shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto.

This instrument executed this 2nd day of November, 2004 to be effective as of October 1, 2004.

ATTEST:

By: _____
Judith A. Paisley
Assistant Secretary

ANSCHUTZ PINEDALE CORPORATION

By: _____
Pamela S. Kalstrom
Assistant Vice President

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO }
}SS.
COUNTY OF DENVER }

Before me, the undersigned authority, on this day personally appeared Pamela S. Kalstrom, Assistant Vice President of Anschutz Pinedale Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation

Given under my hand and seal of office this 2nd day of November, 2004.

SEAL

NOTARY PUBLIC
CECILY ANN VORUZ
STATE OF COLORADO

_____
Cecily Ann Voruz, Notary Public

My commission expires:
January 27, 2006

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Mesa 16-22bd

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated effective October 1, 2004 by and between Anschutz Pinedale Corporation and William J. Miller, et al.

Oil and Gas Lease (2767-00021) WYW-135124 dated effective February 1, 1995, by and between The United States of America as Lessor, and Meridian Oil Inc., as Lessee, covering among other lands NWSESE-22-T32N-R109W.

193

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

THIS ASSIGNMENT made this 22 day of November, 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 "Assignors";

W I T N E S S E T H:

WHEREAS, Leonard W. Hay is shown as the owner of record of a .02999900 overriding royalty interest in the following described lands in Sublette County, Wyoming:

Township 28 North, Range 114 W., 6th P.M., Sublette County, Wyoming

Section 26, NE/4NW/4

WHEREAS, on September 27, 1996, 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 of the .02999900 overriding royalty interest titled in the name of Leonard W. Hay, in the following lands:

Township 28 North, Range 114 W., 6th P.M., Sublette County, Wyoming

Section 26, NE/4NW/4

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 the .02999900 overriding royalty interest held by LEONARD HAY, individually, 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

308119

RECORDED Dec. 6 2004 3:50 PM
IN BOOK 129 046 PAGE 193
FEES $ 17.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

[redacted] [redacted] [redacted]

in the following described real property:

Township 28 North, Range 114 W., 6th P.M., Sublette County, Wyoming

Section 26, NE/4NW/4

TO HAVE AND TO HOLD the said overriding royalty interest above-described, 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 23rd day of November, 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: [illegible]

Andrea M. Hazelton
Notary Public
532 Main Street
Canon City, CO 81212

ANDREA M. HAZELTON NOTARY PUBLIC STATE OF COLORADO

Andrea M. Hazelton
Notary Public

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this 16th day of November, 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:

ANNA M. COPELAND NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES OCT. 7, 2007

Anna M. Copeland
Notary Public

194

195

11

RECORDED 7/22/2004 AT 09:00 AM REC# 1418016 BK# 1004 PG# 1703
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 1 of 2

GENERAL CONVEYANCE

RECORDED 8/23/2004 AT 09:00 AM REC# 1420463 BK# 1007 PG# 0366
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 3 of 4

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").

08/05/2004 #2004-1255703
04:15:03PM 3 OF 4

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.

FREMONT COUNTY, LANDER, WY REC $17.00
JULIE A FREESE, FREMONT COUNTY CLERK

305288

RECORDED July 20 2004 5:30p M
IN BOOK 77 MISC. PAGE 493
FEES $ 11.00 - 1 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

EXHIBIT A

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

[redacted]
RECORDED 8/23/2004 AT 09:00 AM REC# 1420463 BK# 1007 PG# 0367
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 4 of 4

The State of Wyoming)
: ss.
County of Sweetwater)

On the 27th day of September, 1996, 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, 1998

Notary Public

[redacted]
RECORDED 7/22/2004 AT 09:00 AM REC# 1418816 BK# 1004 PG# 1784
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 2 of 2

08/05/2004 #2004-1255703
04:15:03PM 4 OF 4
FREMONT COUNTY, LANDER, WY REC $17.00
JULIE A FREESE, FREMONT COUNTY CLERK

196

197

ASSIGNMENT OF OIL AND GAS LEASEHOLD INTEREST

THIS ASSIGNMENT made this 22 day of November, 2004, by SUSAN HAY BELL and BRUCE C. BELL, Trustees under the SUSAN HAY BELL LIVING TRUST DATED SEPTEMBER 7, 2004, whose address is 2905 Ute Street, Canon City, Colorado 81212, hereinafter called "Assignors";

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, by assignment dated September 7, 2004, Susan Hay Bell assigned all interest held by her as follows:

> All interest held by Susan Hay Bell to "Susan Hay Bell and Bruce C. Bell, Trustees, or their successor(s) in trust under the Susan Hay Bell Living Trust dated September 7, 2004", 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 Assignors, receipt whereof is hereby acknowledged, Assignors do hereby transfer, assign and set over unto the following in the proportions indicated, all interest held by Assignors in and to a portion of that certain Oil,

308120

RECORDED Dec. 16 2004 3:50 PM
IN BOOK 129046 PAGE 197
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

Eban Ellery Bell – an undivided one-half interest
13904 Chicarita Creek Road
San Diego, CA 92128

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;

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 LIVING TRUST
DATED SEPTEMBER 7, 2004

By Susan Hay Bell
SUSAN HAY BELL, Trustee

By B C Bell
BRUCE C. BELL, Trustee

The State of Colorado)
: ss.
County of Fremont)

The foregoing instrument was acknowledged before me this 22nd day of November, 2004, by SUSAN HAY BELL and BRUCE C. BELL, Trustees of the SUSAN HAY BELL LIVING TRUST DATED SEPTEMBER 7, 2004.

Witness my hand and official seal.

Andrea M. Hazelton
Notary Public
532 Main Street
Canon City, CO 81212

My commission expires: 07-07-08

Andrea M Hazelton
Notary Public

STATE OF COLORADO NOTARY PUBLIC ANDREA M. HAZELTON

199

State of Wyoming
Oil and Gas Lease

Lease # 04-00537
Parcel: 575
Fund: CS

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

Craig Settle

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

Desc: NENE
Sec: 29 Township: 34 North Range: 111 West 6th P.M.
Acres: 40 County: Sublette Advanced Rental: $ 40.00

Together with the right of ingress and egress and the right to use so much of the surface of said lands as is necessary to construct and maintain thereupon all works, building, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other facilities necessary to the proper conduct of operations there under.

Section 2. TERM OF LEASE. This lease shall become effective on the day and year set out below and shall remain in effect for a primary term of five (5) years and for so long thereafter as leased substances may be produced from the lands in paying quantities. This lease may also be extended beyond its primary term in the absence of production of leased substances as may be provided by the statutes of the State of Wyoming and the regulations of the Board of Land Commissioners adopted pursuant thereto. Provided, however, if drilling, completion, testing or reworking operations are being diligently conducted, either during the primary term or during any extension thereof, this lease shall continue in full force and effect so long as such operations are being conducted and so long thereafter as oil or gas may be produced in paying quantities. This lease may be relinquished or terminated at an earlier date as herein provided.

Section 3. If the LESSOR owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid LESSOR shall be reduced proportionately.

Section 4. LESSEE expressly represents that, if an individual, LESSEE is a citizen of the United States, or has declared an intention to become a citizen, and is over 19 years of age-and if a corporation, is duly qualified to transact business in Wyoming.

Section 5. This lease is issued under the authority conferred by Title 36, W.S. 1977 as to the State and School Lands, and Title 11, W.S. 1977 as to Farm Loan lands, and shall be subject to, and operations by LESSEE hereunder shall be conducted in compliance with the specific lease terms set out on the reverse of this lease, and with all applicable state statutory requirements and the regulations issued thereunder, including those providing for: the leasing of State or Farm Loan Lands for oil and gas; the conservation of oil and gas; and the regulation of security transactions.

Section 6. HEIRS AND SUCCESSORS IN INTEREST. It is covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit thereof shall inure to the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

Section 7. SOVEREIGN IMMUNITY. The State of Wyoming and the lessor do not waive sovereign immunity by entering into this lease, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute 1-39-104 (a)and all other state laws.

IN WITNESS WHEREOF, this lease has been executed by LESSOR and LESSEE to become effective on the 2nd day of October 2004 A.D.

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

By: Lynn Boomgarden
Director, Office of State Lands and Investments

LESSEE: Craig Settle
Address: 5897 South Fulton Way
City: Greenwood Vlg State: CO Zip: 80111-3719
Phone (303) 903-9181
Signature: Craig Settle

308160

RECORDED Dec 7 20 04 11:15 AM
IN BOOK 129 Oil & Gas PAGE 199
FEES $ 11.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By L. Truman

return recorded document to:
Burnett Oil Company – Land Dept.
Burnett Plaza – Suite 1500
801 Cherry St. – Unit #9
Fort Worth TX 76102-6881

OIL AND GAS TERMS

Section 1. THE LESSEE AGREES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) MONTHLY PAYMENTS AND STATEMENTS. Unless the time of payment is otherwise extended by the Office of State Lands and Investments to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements thereunto showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon conterminous or contiguous land operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form or report prescribed by lessor.

(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i)LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps, and reports shall be submitted in duplicate and the Office of State Lands and Investments may waive such reports as conditions may warrant.

(j)PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the under drainage of the oil and gas thereunder by wells operated by the lessee or others on conterminous or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had an obtained.

(k)SUSPENSION OF OPERATIONS. Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2.00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

(l)DILIGENCE-PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor; not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other resources herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(m)TAXES AND WAGES-FREEDOM OF PURCHASE. To pay, when due all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee, to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(n)ASSIGNMENTS OF LEASE-PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid, must have the approval of the Board or by the Office of State Lands and Investments when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o)DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissioners insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

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

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

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

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

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

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

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

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

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

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

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

SS 6 [illegible] 33 [illegible] 1997

[illegible]

[illegible]S

200

201

Form Approved by the Board
and Effective January 1, 1998

STATE OF WYOMING
OIL AND GAS LEASE

Lease # 04-00357
Parcel # 389
Fund Code: CS

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

Gasco Production Company

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

Section: 36 ALL

Township:33N **Range: 112W the 6th P.M.**

County: Sublette **Acres: 640.00** **$640.00** ($1.00 per acre or fraction thereof)

Together with the right of ingress and egress and the right to use so much of the surface of said lands as is necessary to construct and maintain thereupon all works, building, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other facilities necessary to the proper conduct of operations there under.

Section 2. TERM OF LEASE. This lease shall become effective on the day and year set out below and shall remain in effect for a primary term of five (5) years and for so long thereafter as leased substances may be produced from the lands in paying quantities. This lease may also be extended beyond its primary term in the absence of production of leased substances as may be provided by the statutes of the State of Wyoming and the regulations of the Board of Land Commissioners adopted pursuant thereto. Provided, however, if drilling, completion, testing or reworking operations are being diligently conducted, either during the primary term or during any extension thereof, this lease shall continue in full force and effect so long as such operations are being conducted and so long thereafter as oil or gas may be produced in paying quantities. This lease may be relinquished or terminated at an earlier date as herein provided.

Section 3. If the LESSOR owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties and rentals to be paid LESSOR shall be reduced proportionately.

Section 4. LESSEE expressly represents that, if an individual, LESSEE is a citizen of the United States, or has declared an intention to become a citizen, and is over 19 years of age-and if a corporation, is duly qualified to transact business in Wyoming.

Section 5. This lease is issued under the authority conferred by Title 36, W.S. 1977 as to the State and School Lands, and Title 11, W.S. 1977 as to Farm Loan lands, and shall be subject to, and operations by LESSEE hereunder shall be conducted in compliance with the specific lease terms set out on the reverse of this lease, and with all applicable state statutory requirements and the regulations issued thereunder, including those providing for: the leasing of State or Farm Loan Lands for oil and gas; the conservation of oil and gas; and the regulation of security transactions.

Section 6. HEIRS AND SUCCESSORS IN INTEREST. It is covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit thereof shall inure to the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

Section 7. SOVEREIGN IMMUNITY. The State of Wyoming and the lessor do not waive sovereign immunity by entering into this lease, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute 1-39-104 (a)and all other state laws.

IN WITNESS WHEREOF, this lease has been executed by LESSOR and LESSEE to become effective on the 2nd day of, June, 2004 A.D.

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

By: _____
Director
Office of State Lands and Investments

LESSEE: _____

Address: 14 Inverness Dr. East, H-236

City: Englewood State: CO Zip: 80112-5625

Phone # (303) 483-8044

Michael K. Decker
Executive V.P. and COO

308185

RECORDED Dec. 8 2004 8:35A M
IN BOOK 129 Qr 4 PAGE 201
FEES $ 11.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By D. Freeman

[redacted] [redacted] [redacted]

OIL AND GAS TERMS

Section 1. THE LESSEE AGREES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) MONTHLY PAYMENTS AND STATEMENTS. Unless the time of payment is otherwise extended by the Office of State Lands and Investments to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish sworn monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contiguous land operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form or report prescribed by lessor.

(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i)LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be possessed by the lessee on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps, and reports shall be submitted in duplicate and the Office of State Lands and Investments may waive such reports as conditions may warrant.

(j)PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas economically possible from said land and to prevent the under drainage of the oil and gas thereunder by wells operated by the lessee or others on cornering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

No production agreements limiting, restricting, prorating, or otherwise affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had an obtained.

(k)SUSPENSION OF OPERATIONS. Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2.00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

(l)DILIGENCE-PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor, not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other recourse herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(m)TAXES AND WAGES-FREEDOM OF PURCHASE. To pay, when due all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee, to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(n)ASSIGNMENTS OF LEASE-PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid, must have the approval of the Board or by the Office of State Lands and Investments when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o)DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissioners insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

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

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

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

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

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

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

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

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

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

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

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

Gasco Production Company
14 Inverness Dr East, Suite H-236
Englewood, CO 80112-5625

202

203

FORM 3000-3
(January 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
WYW 155446

Lease Effective Date
(Anniversary Date)
May 1, 2002

New Lease Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **Gasco Production Company**
   Street **Suite 236, Building H**
   14 Inverness Drive
   City, State, ZIP Code **Englewood, CO 80112**

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

This record title assignment is for: (Check one) ☒ 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 similiar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similiar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 33 North, Range 110 West, 6th PM Section 15: SE NW, SW SE Section 22: E2 E2, NW NE Section 23: ALL 920.00 acres, more or less Sublette County, Wyoming	100.00%	100.00%	0.00%	0.00%	Of Record

308186

RECORDED Dec. 8 2004 8:35A M
IN BOOK 129 O+G PAGE 203
FEES $ 11.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by L. Freeman

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 assignement holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;

Assignment approved effective _____

☐ Assignment approved for attached land description

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

By _____
(Authorized Officer)

_____
(Title) (Date)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

STATE OF COLORADO
COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 29th day of September, 2004 by Don E. Schroeder, Attorney-in-Fact for EnCana Oil & Gas (USA) Inc., on behalf of said corporation.

WITNESS my hand and official seal.

My commission expires:

MONA L. BINION
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 11/26/2005

Mona L. Binion
Notary Public

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or 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 of Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (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 29th day of September, 20 04
EnCana Oil & Gas (USA) Inc.
Name of Assignor as shown on current lease
Please type or print

Assignor or Attorney-in-fact: Don E. Schroeder, Attorney-in-Fact, EnCana Oil & Gas (USA) Inc.
(Signature)

950 Seventeenth Street, Suite 2600
(Assignor's Address)

Denver (City) Colorado (State) 80202 (Zip Code)

Executed this 30th day of September, 20 04
Gasco Production Company

Assignee or Attorney-in-fact: Michael K. Decker, Vice President and Chief Operating Officer
(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.

Gasco Production Company
14 Inverness Dr East, Suite H-236
Englewood, CO 80112-5625

ASSIGNMENT OF OIL AND GAS LEASE 308187

RECORDED Dec. 8 2004 8:35A M
IN BOOK 129 O+G PAGE 205
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

THAT, SHAMA ZOE LIMITED PARTNERSHIP, a Colorado Partnership, whose mailing address is 7128 S. Poplar Lane, Englewood, Colorado 80112, hereinafter referred to as Assignor, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby transfer, sell, assign, convey, and set over, without warranty of title, express or implied, unto GASCO PRODUCTION COMPANY, a Delaware Corporation, whose mailing address is 14 Inverness Drive East, Suite H-236, Englewood, Colorado 80112-5625, hereinafter referred to as Assignee, an undivided ninety percent (90%) interest of Assignor's right, title, and interest, in and to that certain Oil and Gas Lease dated September 16, 2002, by and between Yvonne G. Zimmerman, as Trustee of the Bill D. Zimmerman and Yvonne G. Zimmerman Revocable Living Trust, dated July 17, 1997, John Harry Zimmerman, Fredrick Louis Zimmerman, Phillip Harden Zimmerman, Lawerencie Mae Zimmerman Maguire, Melissa F. Zimmerman Wroten, Cristy V. Zimmerman King, Mary Frances Zimmerman, and William Nolan Zimmerman, as Lessor, and Shama Zoe Limited Partnership, as Lessee, as recorded in Book 123 O&G, at Page 344, in the County Clerk's Office of Sublette County, Wyoming, covering the following described land located in Sublette County, Wyoming, to-wit:

> The Southwest Quarter (SW/4) of Section 36, Township 31 North, Range 111 West of the 6th P.M., containing 160.00 acres, more or less,

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

To have and to hold unto the aforementioned Assignee, its successors and assigns, the Oil and Gas Lease herein described, subject to the terms and conditions of said lease and of this Assignment.

EXECUTED this 27th day of September, 2004.

ASSIGNOR:

SHAMA ZOE LIMITED PARTNERSHIP

By _____
Gilman A. Hill, General Partner

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 27th day of September, 2004, by Gilman A. Hill, General Partner of SHAMA ZOE LIMITED PARTNERSHIP, a Colorado Partnership.

JoAnn Sarver, Notary Public

My Commission Expires: November 21, 2006

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11-21-2006

Gasco Production Company
14 Inverness Dr East, Suite H-236
Englewood, CO 80112-5625

206

Form 3000-3
(January 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No. **WYW-141425**

Lease Effective Date (Anniversary Date) **MARCH 1, 1997**

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **MOUNTAIN ENERGY, LLC**
   Street **1801 BROADWAY, SUITE 1250**
   City, State, ZIP Code **DENVER, CO 80202**

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

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

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

2. This assignment conveys the following interest:

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. a	Percent of Interest Owned b	 Conveyed c	 Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	 Previously reserved or conveyed f
TOWNSHIP 35 NORTH, RANGE 115 WEST, 6th P.M. SECTION 25: ALL; SECTION 26: ALL; SECTION 34: ALL; SECTION 35: ALL; SUBLETTE COUNTY, WYOMING CONTAINING 2560.00 ACRES, MORE OR LESS	100.00%	100.00%	0.00%	NONE	THOSE OF RECORD

306192

RECORDED Dec. 8 2004 10:10A M
IN BOOK 129 O & G PAGE 207
FEES $14.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

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 owns [redacted] 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. Assignor's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

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

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

Executed this 15TH day of NOVEMBER, 20 04

Name of Assignor as shown on current lease: JOHN P. LOCKRIDGE
Please type or print

Assignor or Attorney-in-fact: [signature] (Signature)

1801 BROADWAY, SUITE 1250
(Assignor's Address)

DENVER (City) CO (State) 80202 (Zip Code)

Executed this 15TH day of NOVEMBER, 20 04

Assignee: MOUNTAIN ENERGY, LLC

Assignee or MANAGER [signature] (Signature)

Attorney-in-fact _____ (Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0034), Bureau Clearance Officer (W)-630), Mail Stop 401 LS, 1849 C Street, N.W., Washington, D.C. 20240.

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

ATTACHED TO AND MADE A PART OF THAT CERTAIN
ASSIGNMENT OF RECORD TITLE INTEREST
Serial Number WYW-141425

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared John P. Lockridge, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 15th day of November, 2004.

Rebecca L Henderson
Notary Public

MY COMMISSION EXPIRES 11/15/08

REBECCA L. HENDERSON NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 11/15/2008

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared Steven R. Matre, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 15th day of November, 2004.

Rebecca L Henderson
Notary Public

MY COMMISSION EXPIRES 11/15/08

REBECCA L. HENDERSON NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 11/15/2008

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

STATE OF **WYOMING**)
)§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF Natrona)

THAT **Kenneth D. and Donna J. McMurry, husband and wife**, P.O. Box 92, Alcova, Wyoming 82620, as Assignors, for the sum of Ten and No/100 ($10.00) dollars, and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, do hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, overriding royalty interests unto the following party or parties in the amounts shown:

ASSIGNEES	**PERCENT**
Kenneth D. McMurry and Donna J. McMurry, Trustees **Ken and Donna McMurry Living Trust** **P.O. Box 92** **Alcova, Wyoming 82620**	**.75000% of 8.8ths**

overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the lands set out in and covered by the oil and gas lease(s) described in Exhibit "A" attached hereto and made a part hereof.

The interest conveyed herein shall be subject to its proportionate share of taxes, processing and transportation charges in the manner provided below:

(1) For production sold in arm's-length transactions, the overriding royalties shall be calculated on the basis of the proceeds received from the sale of the production less the reasonable, actual costs of transportation only incurred from the wellhead to the place where the sale occurs. For gas which is transported through that certain gas gathering system presently owned by Jonah Gas Gathering Company in Denver, Colorado. For transportation downstream of the Jonah Pipeline, if such transportation is non-arm's length, the deductible transportation costs shall not exceed the lesser of (i) the actual costs, (ii) maximum applicable tariff rate, or (iii) the mount allowed to be deducted in the calculation of a non-arm's-length transportation allowance for federal royalty purposes.

(2) For production not sold in an arm's-length transaction, the overriding royalties shall be calculated on the basis of the average of the first and the fifteenth of the month. Index Prices for Colorado Interstate Gas Company (Rocky Mountains) as published by Inside F.E.R.C.;s Gass Market Report (the "Royalty Value"). In the event the Index Price ceases to be published for one or more of such pipelines, then the Index Price for the remaining pipelines, then representative index prices for gas delivered to pipelines in Southwestern Wyoming shall be used. In the event the selected publication ceases to be published, the parties shall select and alternative publication which publishes similar representative index prices for gas delivered to pipelines in Southwestern Wyoming. Reasonable actual costs of transportation only, incurred

308195

RECORDED Dec. 8 2004 10:30 A.M.
IN BOOK 129 O+G PAGE 210
FEES $ 12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Mary L. Freeman

from the wellhead to the place of sale, determined as provided in subsection (1) above, may be deducted from the Royalty Value in calculating the overriding royalties.

(3) In the event the production is sold to more than one market, the overriding royalties shall be calculated on the basis of the weighted average of the proceeds from the arm's-length sales or Royalty Value, as applicable, less the transportation deductions provided in (1) and (2) above.

(4) For production which is used instead of sold, overriding royalties shall be calculated on the basis of the weighted average of the proceeds from arm's-length sales and the Royalty Value from non-arm's-length sales of production so used shall be based upon the comparable federal royalty valuation regulations.

(5) For any gas which is processed prior to sale, the overriding royalty interests conveyed herein shall bear the reasonable actual costs of processing not to exceed the comparable processing allowance allowed under federal royalty valuation regulations; provided, however, that as to a "keep whole" processing arrangement, there shall be no deduction for the value of the liquids retained by the processor.

(6) Each Assignee shall have the right, but not the obligation, to take its share of the production attributable to the overriding royalties conveyed herein in kind at the outlets of the gas processing plants to which the Jonah Pipeline is connected. If this right is exercised, the Assignee will be required to reimburse the Assignor for their reasonable actual costs of transportation, determined in accordance with subsection (1) above, and their reasonable actual costs or processing, determined in accordance with subsection (5) above.

(7) In no event shall marketing costs or any other post-production costs, other than actual transportation costs, as herein provided, be deductible in the calculation of the proceeds of production payable to Assignee hereunder.

With respect to the lease described on Exhibit "A" to the extent that the leasehold and working interest of Assignor covers less than the entire oil and gas mineral estate in the lands subject thereto, the overriding royalty interest herein conveyed unto the Assignee shall be proportionately reduced.

THIS instrument is executed to effect as of the 2nd day of November, 2004.

Kenneth D. McMurry

Kenneth D. McMurry

Donna J. McMurry

Donna J. McMurry

[redacted] [redacted] [redacted]

STATE OF WYOMING)
SS
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by KEN MCMURRY and DONNA MCMURRY Trustors, on this 2nd of Nov. 2004

Witness my hand and official seal

Yolanda R. Strand

Notary Public

My Commission Expires: _____

YOLANDA R. STRAND - NOTARY PUBLIC
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires June 23, 2008

EXHIBIT "A"

Attached to that certain Assignment of Overriding Royalty Interest between Kenneth D. and Donna J. McMurry as Assignors and Kenneth D. McMurry and Donna J. McMurry, as Trusteees of the Ken and Donna McMurry Living Trust, as Assignees.

STATE OF WYOMING, COUNTY OF SUBLETTE

Lease Name Number	Lessor	Lessee	Lease Date	Description	Recording Book	Recordin g Page
WYW-100902	USA	Eugene J. Wait, Jr.	8/01/1986	Township 29 North, Range 108 West, 6th P.M. Section 35: NE/4NW/4 **(only as to the SHB 3-35 Well located in the NW/4NW.4 of Section 35)**	79 O&G	337

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

Whereas the undersigned **BERCO RESOURCES, LLC**, a Delaware Limited Liability Company, with offices at One Tabor Center, Suite 600, 1200 17th Street, Denver, Colorado 80202, hereinafter referred to as "ASSIGNOR", in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer, convey and set over unto the following:

US Bank, as Trustee for the Berco Resources, LLC Employee Overriding Royalty Incentive Pool Trust, dated effective August 1, 2002 918 17th Street Denver, Colorado 80202	3.3333% of 8/8ths ORI

hereinafter referred to as "ASSIGNEE", being a total of an undivided Three and 3333/10,000ths percent of Eight-Eighths of all the oil, gas and other hydrocarbon substances produced, saved and marketed from the Oil and Gas Lease(s) described in Exhibit "A" attached hereto and made part hereof, insofar and only insofar as said Lease(s) cover and affect the lands described in Exhibit "A", subject to the conditions herein set forth.

The overriding royalty conveyed herein shall be delivered free of any cost to ASSIGNEE, except all severance and other taxes upon or measured by production, and with respect to each lease shall be computed and paid at the same time and in the same manner as royalties payable to the lessor(s) under such lease are computed and paid.

If any lease described in Exhibit "A" covers less than the full fee simple estate in the lands described in Exhibit "A" as being covered by said lease, and/or if the interest of ASSIGNOR in said lease is less that the entire undivided working interest in said lease, and/or such mineral lease participates less than one hundred percent (100%) in any production spacing unit to which it may apply, then the overriding royalty interest conveyed herein with respect to said lease shall be proportionately reduced.

This overriding royalty interest is subject to the terms of the oil and gas leases now held by ASSIGNOR or its assigns covering said lands, and this conveyance shall remain in force and effect under any and all renewals, replacement of oil and gas leases and extensions of the rights of ASSIGNOR acquired within one year of the expiration date of the applicable oil and gas lease.

308202

RECORDED Dec. 8 2004 11:45AM
IN BOOK 129 Oil & Gas PAGE 214
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Patti Scott

214

IN WITNESS WHEREOF, THIS Assignment is executed the 11th day of November 2004, and effective August 1, 2002.

ASSIGNOR:

BERCO RESOURCES, LLC

William S. Bergner, President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me on November 11, 2004 by William S. Bergner, President of BERCO RESOURCES, LLC, a Delaware Limited Liability Company, on behalf of such Company.

My Commission Expires:

July 13, 2006

Notary Public
State of Colorado

KELLY D. BYRD NOTARY PUBLIC STATE OF COLORADO

[redacted] [redacted] [redacted]

EXHIBIT "A"

Lessor:	Alsade Minerals Limited Partnership
Lessee:	Energy West Services, LLC
Dated:	June 20, 2001
Recorded:	Book 120, Page 696
Description:	Township 30 North, Range 112 West Section 22: SE/4NW/4, S/2SE/4 Section 23: S/2SW/4, E/2 (less 2 acres in the NE/4: beginning at the north corner of Section 23, running East 20 Rods, South 16 Rods, West 20 Rods, North 16 Rods to the point of beginning) Section 25: SW/4 Section 26: E/2, E/2W/2, NW/4NW/4 Section 27: N/2NE/4 Sublette County, Wyoming Containing 1278.00 acres, more or less

Limited in depth down to the stratigraphic equivalent of 100 feet below the total depth drilled in the Alsade 14-22-30-112 wellbore located in the SW/4 of Section 22, Township 30 North, Range 112 West, Sublette County, Wyoming (8,100 feet below the surface of the earth).

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ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, **CONTEX ENERGY COMPANY**, of 1645 Court Place, Suite 212, Denver, CO 80202, hereinafter called "Assignor" for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration to it paid by **EOG RESOURCES, INC.**, whose address is 600 17th Street, Suite 1100N, Denver, Colorado 80202, the receipt and sufficiency of which is hereby acknowledged, and subject to the conditions hereinafter stated, does hereby bargain, sell, transfer, assign and convey unto the said **EOG RESOURCES, INC.**, hereinafter called "Assignee", its successors and assigns, one hundred percent (100%) in and to the Oil and Gas Leases, 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 leases cover the lands identified and described therein situated in Sublette County, Wyoming.

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

TO HAVE AND TO HOLD, the leasehold estates, interests, rights, and property hereby assigned and conveyed unto the said Assignee herein, their successors and assigns, subject to and in accordance with the terms, provisions, and conditions of said leases, 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 leases.

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

IN WITNESS WHEREOF, this instrument is executed this the 23rd day of November, 2004.

308203

CONTEX ENERGY COMPANY

By _____
Gary Butler, President

RECORDED Dec. 8 2004 1:30PM
IN BOOK 189 Qt Rec PAGE 217
FEES $ 53.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by L. Freeman

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 23rd day of November, 2004.

My Commission Expires 1/24/06

Notary Public: Elly Barnes
Address: Littleton, Colorado 80127

ELLY BARNES NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 01/24/2006

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases dated November 23, 2004 by and between Contex Energy Company, Assignor and EOG Resources, Inc., Assignee, to wit:

Lease No:	0077174-000
Lessor:	Richard L. Thomson and Mary E. Thomson, Individually and as Co-Trustees of the Richard L. Thomson and Mary E. Thomson Trust
Lessee:	Contex Energy Company
Dated:	June 3, 2003
Recorded:	Book 125, Page 147
Covering:	TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th P.M. Section 3: S2 Sublette County, Wyoming

Lease No:	0075805-023
Lessor:	Mary A. Bridger, a married woman dealing in her sole and separate property
Lessee:	Contex Energy Company
Dated:	July 3, 2003
Recorded:	Book 125, Page 391
Covering:	TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th P.M. Section 1: N2SE, SESE, S2NE Section 12: SE, SENE Section 13: NE, N2SE, SESE Section 21: SENE, NESW, NWSE TOWNSHIP 34 NORTH, RANGE 112 WEST, 6th PM Section 5: NWSW, S2SW Section 6: Lots 5 (38.51), 6 (38.55), 7 (38.60), SENW, E2SW Section 7: Lots 1 (38.65), 2 (38.72), 3 (38.78), 4 (38.85), NE, E2NW, E2SW, N2SE, SWSE Section 8: NWSW, NW Section 18: Lots 1 (38.89), 2 (38.90), 3 (38.92), 4 (38.93), E2NW, W2NE, NWSE, NESW Sublette County, Wyoming

Lease No:	0075805-024
Lessor:	Mary Ruth Nelson, a married woman dealing in her sole and separate property
Lessee:	Contex Energy Company
Dated:	July 3, 2003
Recorded:	Book 125, Page 388
Covering:	TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th P.M. Section 1: N2SE, SESE, S2NE Section 12: SE, SENE Section 13: NE, N2SE, SESE Section 21: SENE, NESW, NWSE TOWNSHIP 34 NORTH, RANGE 112 WEST, 6th PM Section 5: NWSW, S2SW Section 6: Lots 5 (38.51), 6 (38.55), 7 (38.60), SENW, E2SW Section 7: Lots 1 (38.65), 2 (38.72), 3 (38.78), 4 (38.85), NE, E2NW, E2SW, N2SE, SWSE Section 8: NWSW, NW Section 18: Lots 1 (38.89), 2 (38.90), 3 (38.92), 4 (38.93), E2NW, W2NE, NWSE, NESW Sublette County, Wyoming

Lease No:	0075805-025
Lessor:	Barbara J. Tonn, also known as Barbara Jean Tonn, a married woman dealing in her sole and separate property
Lessee:	Contex Energy Company
Dated:	July 3, 2003
Recorded:	Book 125, Page 385
Covering:	TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th P.M. Section 1: N2SE, SESE, S2NE Section 12: SE, SENE

Section 13: NE, N2SE, SESE
Section 21: SENE, NESW, NWSE
TOWNSHIP 34 NORTH, RANGE 112 WEST, 6th PM
Section 5: NWSW, S2SW
Section 6: Lots 5 (38.51), 6 (38.55), 7 (38.60), SENW, E2SW
Section 7: Lots 1 (38.65), 2 (38.72), 3 (38.78), 4 (38.85), NE, E2NW, E2SW, N2SE, SWSE
Section 8: NWSW, NW
Section 18: Lots 1 (38.89), 2 (38.90), 3 (38.92), 4 (38.93), E2NW, W2NE, NWSE, NESW
Sublette County, Wyoming

Lease No: 0075805-029
Lessor: June Gfeller and Kenneth S. Gfeller, wife and husband
Lessee: Contex Energy Company
Dated: June 24, 2003
Recorded: Book 125, Page 503
Covering: TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th P.M.
Section 11: S2SW
Section 13: W2SW, SESW, SWSE
Section 14: SE, NESW, NW
Section 15: E2NE, NWNE, NENW
Section 23: NE, N2SE
Section 24: NW, NWSW, W/2NE, NENE
TOWNSHIP 34 NORTH, RANGE 112 WEST, 6TH , P.M.
Section 7: Lots 3, 4, N2SE, SWSE, E2SW
Section 8: NWSW
Section 18: Lots 1, 2, 3, 4, E2NW, NESW, W2NE, NWSE
Section 19: Lot 1, NENW
TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th, P.M.
Section 1: N2SE, SESE
Section 12: SE
Section 13: NE, N2SE, SESE
Sublette County, Wyoming

Lease No: 0075805-030
Lessor: Steve Kanski and Janice Kanski, husband and wife
Lessee: Contex Energy Company
Dated: July 16, 2003
Recorded: Book 125, Page 164
Covering: TOWNSHIP 34 NORTH, RANGE 112 WEST, 6th P.M.
Section 5: NWSW, S2SW
Section 6: Lots 6 (38.55), 7 (38.60), E/2SW, SE
Section 7: Lots 1 (38.65), 2 (38.72), E/2NW, NE
Section 8: NW
TOWNSHIP 34NORTH, RANGE 113 WEST, 6TH P.M.
Section 11: E2, N2SW
Section 12: W2, SENE
Section 13: NW, NESW
Section 14: NE
Sublette County, Wyoming

Lease No: 0075805-031
Lessor: Eugene R. Taylor and Stella L. Taylor, Individually and as husband and wife, and Eugene R. Taylor, as Trustee of the Eugene Taylor Trust, dated March 2, 2000, and Stella L. Taylor, as Trustee of the Stella Taylor Trust, dated March 2, 2000
Lessee: Contex Energy Company
Dated: July 16, 2003
Recorded: Book 125, Page 277
Covering: TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th P.M.
Section 1: N2SE, SESE
Section 11: S2SW
Section 12: SE
Section 13: E2, NWSW, S2SW
Section 14: NW, NESW, SE

Lease No:	0075805-031
Lessor:	Eugene R. Taylor and Stella L. Taylor, Individually and as husband and wife, and Eugene R. Taylor, as Trustee of the Eugene Taylor Trust, dated March 2, 2000, and Stella L. Taylor, as Trustee of the Stella Taylor Trust, dated March 2, 2000
Lessee:	Contex Energy Company
Dated:	July 16, 2003
Recorded:	Book 125, Page 277
Covering:	TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th P.M. Section 1: N2SE, SESE Section 11: S2SW Section 12: SE Section 13: E2, NWSW, S2SW Section 14: NW, NESW, SE Section 15: N2NE, SENE, NENW Section 23: NE, N2SE Section 24: N2NE, SWNE, NW, NWSW TOWNSHIP 34 NORTH, RANGE 112 WEST, 6th, P.M. Section 7: Lots 3 (38.78), 4 (38.85), W2SE, NESE, E2SW Section 8: NWSW Section 18: Lots 1 (38.89), 2 (38.90), 3 (38.92), 4 (38.93) E2NW, W2NE, NWSE, NESW Section 19: Lot 1 (38.95), NENW Sublette County, Wyoming

Lease No:	0075805-032
Lessor:	George L. Barp, as trustee of the Barp Trust Dated February 6, 1997
Lessee:	Contex Energy Company
Dated:	August 18, 2003
Recorded:	Book 125, Page 411
Covering:	TOWNSHIP 33 NORTH, RANGE 112 WEST, 6th P.M. Section 27: W2NE, S2NW, S2 Section 34: SENE, N2NE Section 35: W2, SWNE, SE TOWNSHIP 32 NORTH, RANGE 112 WEST, 6th P.M. Section 10: Lots 1 (27.07), 2 (25.47), 3 (23.85) Sublette County, Wyoming

Lease No:	0075805-033
Lessor:	Mary A. Bridger, a married woman dealing in her sole and separate property
Lessee:	Contex Energy Company
Dated:	August 15, 2003
Recorded:	Book 125, Page 396
Covering:	TOWNSHIP 34 NORTH, RANGE 112 WEST, 6th, P.M. Section 6: SE Section 19: Lot 1 (38.95), NENW TOWNSHIP 33 NORTH, RANGE 112 WEST, 6th P.M. Section 27: W2NE, S2NW, S2 Section 34: SENE, N2NE Section 35: W2, SWNE, SE TOWNSHIP 32 NORTH, RANGE 112 WEST, 6th, P.M. Section 10: Lots 1 (27.07), 2 (25.47), 3 (23.85) Sublette County, Wyoming

Lease No:	0075805-034
Lessor:	Mary Ruth Nelson, a married woman dealing in her sole and separate property
Lessee:	Contex Energy Company
Dated:	August 15, 2003
Recorded:	Book 125, Page 399
Covering:	TOWNSHIP 34 NORTH, RANGE 112 WEST, 6th, P.M. Section 6: SE Section 19: Lot 1 (38.95), NENW TOWNSHIP 33 NORTH, RANGE 112 WEST, 6th P.M. Section 27: W2NE, S2NW, S2 Section 34: SENE, N2NE Section 35: W2, SWNE, SE TOWNSHIP 32 NORTH, RANGE 112 WEST, 6th, P.M. Section 10: Lots 1 (27.07), 2 (25.47), 3 (23.85) Sublette County, Wyoming

Lease No:	0075805-035
Lessor:	Barbara J. Tonn, also known as Barbara Jean Tonn, a married woman dealing in her sole and separate property
Lessee:	Contex Energy Company
Dated:	August 15, 2003
Recorded:	Book 125, Page 402
Covering:	TOWNSHIP 34 NORTH, RANGE 112 WEST, 6th, P.M. Section 6: SE Section 19: Lot 1 (38.95), NENW TOWNSHIP 33 NORTH, RANGE 112 WEST, 6th P.M. Section 27: W2NE, S2NW, S2 Section 34: SENE, N2NE Section 35: W2, SWNE, SE TOWNSHIP 32 NORTH, RANGE 112 WEST, 6th, P.M. Section 10: Lots 1 (27.07), 2 (25.47), 3 (23.85) Sublette County, Wyoming

Lease No:	0075805-036
Lessor:	John Perry Barlow, Trustee of the Miriam Jenkins Bailey Granddaughter's Trust u/a/d March 12, 1997
Lessee:	Contex Energy Company
Dated:	August 6, 2003
Recorded:	Book 125, Page 509
Covering:	TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th, P.M. Section 1: SW Section 11: E2, N2SW Section 12: W2 Section 13: NW, NESW Section 14: NE Sublette County, Wyoming

Lease No:	0075805-039
Lessor:	Floyd L. Briggs, Jr. and Kathryn J. Briggs, husband and wife
Lessee:	Contex Energy Company
Dated:	July 15, 2003
Recorded:	Book 125, Page 382
Covering:	TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th, P.M. Section 1: SW Section 2: SE TOWNSHIP 35 NORTH, RANGE 113 WEST, 6th, P.M. Section 34: S2S2 Sublette County, Wyoming

[redacted] [redacted] [redacted]

Lease No: 0075805-040
Lessor: Cornelia M. Robinson, individually and as Trustee of the Cornelia M. Robinson Trust and successor Trustees
Lessee: Contex Energy Company
Dated: August 18, 2003
Recorded: Book 125, Page 515
Covering: TOWNSHIP 33 NORTH, RANGE 112 WEST, 6th, P.M.
Section 27: W2NE, S2NW, S2
Section 34: N2NE, SENE
Section 35: W2, SWNE, SE
TOWNSHIP 32 NORTH, RANGE 112 WEST, 6TH, P.M.
Section 10: Lots 1 (27.07), 2 (25.47), 3 (23.85)
Sublette County, Wyoming

Lease No: 0075805-041
Lessor: John Robert Kvenild, a married man dealing in his sole and separate property
Lessee: Contex Energy Company
Dated: August 22, 2003
Recorded: Book 125, Page 522
Covering: TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th, P.M.
Section 15: S2SW, W2SE
Section 21: SENE, NESW, NWSE
Section 22: N2NW, SWNW
Sublette County, Wyoming

Lease No: 0075805-042
Lessor: William J. Kvenild, a married man dealing in his sole and separate property
Lessee: Contex Energy Company
Dated: August 22, 2003
Recorded: Book 125, Page 525
Covering: TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th, P.M.
Section 15: S2SW, W2SE
Section 21: SENE, NESW, NWSE
Section 22: N2NW, SWNW
Sublette County, Wyoming

Lease No: 0075805-043
Lessor: Mary E. Estes, a married woman
Dealing in her sole and separate property
Lessee: Contex Energy Company
Dated: August 18, 2003
Recorded: Book 126, Page 212
Covering: TOWNSHIP 32 NORTH, RANGE 112 WEST, 6th, P.M.
Section 10: Lots 1 (27.07), 2 (25.47), 3 (23.85)
TOWNSHIP 33 NORTH, RANGE 112 WEST, 6TH, P.M.
Section 27: W2NE, S2NW, S2
Section 34: N2NE, SENE
Section 35: W2, SWNE, SE
TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th, P.M.
Section 15: S2SW, W2SE
Section 21: SENE, NESW, NWSE
Section 22: N2NW, SWNW
Sublette County, Wyoming

Lease No:	0075805-044
Lessor:	Vernon J. Gildea, Individually and Vernon J. Gildea, Trustee or his successor in trust, Under the Barbara C. Gildea Living Trust 10/28/94
Lessee:	Contex Energy Company
Dated:	August 18, 2003
Recorded:	Book 126, Page 205
Covering:	TOWNSHIP 32 NORTH, RANGE 112 WEST, 6th, P.M. Section 10: Lots 1 (27.07), 2 (25.47), 3 (23.85) TOWNSHIP 33 NORTH, RANGE 112 WEST, 6TH, P.M. Section 27: W2NE, S2NW, S2 Section 34: N2NE, SENE Section 35: W2, SWNE, SE TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th, P.M. Section 2: Lots 3 (38.23), 4 (38.04), S2NW Section 3: Lots 1 (38.12), 2 (38.48), S2NE Section 4: Lots 1 (39.28), 3 (38.87), 4 (38.66), S2NW, SENE Section 5: Lot 1 (38.57), SENE, NESE Section 15: S2SW, W2SE Section 21: SENE, NESW, NWSE Section 22: N2NW, SWNW TOWNSHIP 35 NORTH, RAGE 113 WEST, 6TH P.M Section 32: SESE Section 33: S2SW Sublette County, Wyoming

Lease No:	0075805-045
Lessor:	Jon R. Gildea, A married man dealing in his sole and separate property
Lessee:	Contex Energy Company
Dated:	August 18, 2003
Recorded:	Book 126, Page 199
Covering:	TOWNSHIP 32 NORTH, RANGE 112 WEST, 6th, P.M. Section 10: Lots 1 (27.07), 2 (25.47), 3 (23.85) TOWNSHIP 33 NORTH, RANGE 112 WEST, 6TH, P.M. Section 27: W2NE, S2NW, S2 Section 34: N2NE, SENE Section 35: W2, SWNE, SE TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th, P.M. Section 15: S2SW, W2SE Section 21: SENE, NESW, NWSE Section 22: N2NW, SWNW Sublette County, Wyoming

Lease No:	0075875-003
Lessor:	Jenny Clark, formerly known as Jenny Roberts and Pat Clark, wife and husband
Lessee:	Contex Energy Company
Dated:	July 21, 2003
Recorded:	Book 125, Page 167
Covering:	TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th, P.M. Section 1: Lots 3 (39.20), 4 (38.88), S2NW Section 2: Lots 1 (38.62), 2 (38.43), S2NE Section 3: Lots 3 (38.84), 4 (39.20), S2NW Section 4: S2 Sublette County, Wyoming

[redacted] [redacted] [redacted]

Lease No:	0075875-004
Lessor:	Dianne Boroff and Max F. Boroff, Jr., Trustees or their Successors in trust under the Dianne Boroff Living Trust, Dated 11/18/97
Lessee:	Contex Energy Company
Dated:	July 21, 2003
Recorded:	Book 125, Page 160
Covering:	TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th P.M. Section 1: Lots 3 (39.20), 4 (38.88), S2NW Section 2: Lots 1 (38.62), 2 (38.43), S2NE Section 3: Lots 3 (38.84), 4 (39.20), S2NW Section 4: S2 Sublette County, Wyoming

Lease No:	0075875-005
Lessor:	D. Lisa Tatro and Hal Tatro, wife and husband
Lessee:	Contex Energy Company
Dated:	July 21, 2003
Recorded:	Book 125, Page 162
Covering:	TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th P.M. Section 1: Lots 3 (39.20), 4 (38.88), S2NW Section 2: Lots 1 (38.62), 2 (38.43), S2NE Section 3: Lots 3 (38.84), 4 (39.20), S2NW Section 4: S2 Sublette County, Wyoming

Lease No:	0075875-006
Lessor:	Steven Louis Roberts, also known as Steve Louis Roberts and Teena M. Roberts, husband and wife
Lessee:	Contex Energy Company
Dated:	June 20, 2003
Recorded:	Book 125, Page 409
Covering:	TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th P.M. Section 1: Lot 3 (39.20), E2 of Lot 4 (19.44), SENW, E2SWNW Section 2: Lots 2 (38.43), SWNE Section 3: Lots 3 (38.84), 4 (39.20), S2NW Section 4: SESW, SWSE, E2SE Sublette County, Wyoming

Lease No:	0075875-007
Lessor:	Sidney Allen Roberts and Linda H. Roberts, Husband and wife
Lessee:	Contex Energy Company
Dated:	June 17, 2003
Recorded:	Book 125, Page 407
Covering:	TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th P.M. Section 1: W2 of Lot 4 (19.44), W2SWNW Section 2: Lots 1 (38.43), 2 (38.62), S2NE Section 3: Lots 3 (38.84), 4 (39.20), S2NW Section 4: SESW, SWSE, E2SE Sublette County, Wyoming

Lease No:	0075875-008
Lessor:	Barbara Joan Bachmeyer and Kenneth Bachmeyer, her husband
Lessee:	Contex Energy Company
Dated:	June 11, 2003
Recorded:	Book 125, Page 394
Covering:	TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th P.M. Section 1: Lots 3 (39.20), 4 (38.88), S2NW Section 2: Lots 1 (38.62), 2 (38.43), S2NE Section 3: Lots 3 (38.84), 4 (39.20), S2NW Section 4: S2 Sublette County, Wyoming

Lease No: 0077247-000
Lessor: CK Land and Livestock Co., Inc.,
a Wyoming Corporation
Lessee: Contex Energy Company
Dated: June 16, 2003
Recorded: Book 125, Page 518
Covering: TOWNSHIP 33 NORTH, RANGE 112 WEST, 6th, P.M.
Section 20: S2S2
Section 21: SENW, NESW, S2SW, SE
Section 22: SW, SWSE
Section 27: N2NW
Section 28: N2N2
Section 29: N2N2
Sublette County, Wyoming

Lease No: 0077258-001
Lessor: Patrick Johnson, also known as David Patrick Johnson
and as having executory rights heretofore created
Lessee: Contex Energy Company
Dated: August 21, 2003
Recorded: Book 125, Page 506
Covering: TOWNSHIP 33 NORTH, RANGE 112 WEST, 6th, P.M.
Section 28: SENE, E2SE
Section 33: NENE, S2NE, N2SW, SESW, SE
Section 34: SWNE, NW, N2S2
Sublette County, Wyoming

Lease No: 0077298-001
Lessor: Mary Ruth Nelson, Trustee of the Mary Ruth Nelson Oil
Royalty Trust dated June 21, 2000
Lessee: Contex Energy Company
Dated: September 17, 2003
Recorded: Book 125, Page 512
Covering: TOWNSHIP 34 NORTH, RANGE 112 WEST, 6th, P.M.
Section 8: N2SE, SESE
Sublette County, Wyoming

Lease No: 0077298-002
Lessor: Boyd P. Kelly
Lessee: Contex Energy Company
Dated: September 17, 2003
Recorded: Book 126, Page 193
Covering: TOWNSHIP 34 NORTH, RANGE 112 WEST, 6th, P.M.
Section 8: N2SE, SESE
Sublette County, Wyoming

[redacted] [redacted] [redacted]

CONVEYANCE
(Pinedale Properties)

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

This Conveyance is based upon the following matters:

A. By Assignment of Overriding Royalty Interests dated effective November 1, 2003, recorded in Book 126, Page 166, O&G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 166, O&G Records of Sublette County, Wyoming, Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, did grant and convey to Noble Royalties, Inc., a Texas corporation, certain overriding royalty interests and to certain leases, lands and or wells located in the State of Wyoming, and more particularly described and or referred to in such document. For purposes of this document, such Assignment of Overriding Royalty Interests is hereinafter referred to as the "Noble Assignment," and all of the property rights and interests granted and conveyed by such document is hereinafter referred to as the "Property."

B. By Conveyance effective November 1, 2003, recorded in Book 126, Page 400, O&G Records, Sublette County, Wyoming, Noble Royalty, Inc. did grant and convey to Barron Moore Holdings, Inc. an undivided .000366710 interest in and to the Property. For purposes of this document, such Conveyance is hereinafter referred to as the "Mesa Conveyance."

C. Barron Moore Holdings, Inc., desire to assign and convey to Mike Floyd, effective as of 1 Sep. 2004, all of the property rights and interests having been acquired by Barron Moore Holdings, Inc. under and by virtue of the Mesa Conveyance.

Now, therefore, for and in consideration of the above premises, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Barron Moore Holdings, Inc. ("Grantor"), whose address is4308 Avondale Avenue, Suite 200, Dallas TX75219, does hereby grant, bargain, sell, assign, and convey to Mike Floyd ("Grantee"), whose address is 8782 Camfield Way, Frisco, Texas 75034, all of the right, title and interest having been acquired by Grantor under and by virtue of the Mesa Conveyance.

It is the intention of Grantor to convey to Grantee, and Grantor does hereby grant and convey to Grantee, all right, title and interest in and to the Property having been acquired by Grantor under and by virtue of the Noble Assignment. This Conveyance shall be subject to all of the rights and obligations, and other terms and provisions, of the Mesa Conveyance.

Grantor hereby agrees to execute all such further assurances as may be reasonable or necessary for the full and complete enjoyment by Grantee of the property rights and interest granted herein.

308247

RECORDED Dec 9 2004 2:40PM
IN BOOK 129 046 PAGE 226
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scotton

226

Grantor does hereby irrevocably appoint Grantee the agent and attorney-in-fact for Grantor, so that Grantee may act in the place and stead of Grantor, for the limited purpose only of executing division orders, transfer orders, and all other instruments as may be reasonable or necessary to effect the conveyance of the property rights and instruments under this Conveyance, and to effect the enjoyment by Grantee of such property rights and interests.

Grantor and the officer of Grantor executing this Conveyance, in his individual capacity, do hereby, jointly and severally, represent that the shareholders of Grantor have consented and approved the execution of this Conveyance, and the grant and conveyance of the property rights and interests under and by virtue of this Conveyance.

This Conveyance is made with warranty of title by, through, and under Grantor, but not otherwise. The terms of this Conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

The Mesa Conveyance contains the following covenant and agreement (the "Covenant Paragraph") between Noble Royalties, Inc. ("Noble"therein) and Assignor ("Participant" therein):

> "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, save, 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 or 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 amount 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."

[redacted] [redacted] [redacted]

Assignee does hereby adopt and approve the foregoing Covenant Paragraph, and, unless and until Assignee should provide notice otherwise, Assignee hereby directs and authorizes Noble to collect and receive, and pay to Assignee, Assignee's share of the proceeds from the sale of oil, gas and other hydrocarbons produced from the Property, under and according to the terms and provisions of the Covenant Paragraph.

Executed this 7 day of December, 2004, but effective as of , 2004.

Barron Moore Holdings, Inc.

By: Katherine A. Moore

Katherine A. Moore

Its: President & CEO, Owner & Director, Secretary

Katherine A. Moore

STATE OF TEXAS §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on this the 7th day of December, 2004, by Katherine A. Moore, as president / CEO of Barron Moore Holdings, Inc., a Texas corporation, on behalf of such corporation.

Michelle Christy
Notary Public, State of Texas

MICHELLE LORENE CHRISTY
Notary Public, State of Texas
My Commission Expires
April 06, 2008

MICHELLE LORENE CHRISTY
Notary Public, State of Texas
My Commission Expires
April 06, 2008

229

CONVEYANCE
(Pinedale Properties)

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

This Conveyance is based upon the following matters:

A. By Assignment of Overriding Royalty Interests dated effective November 1, 2003, recorded in Book 126, Page 166, O&G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 166, O&G Records of Sublette County, Wyoming, Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, did grant and convey to Noble Royalties, Inc., a Texas corporation, certain overriding royalty interests and to certain leases, lands and/or wells located in the State of Wyoming, and more particularly described and/or referred to in such document. For purposes of this document, such Assignment of Overriding Royalty Interests is hereinafter referred to as the "Noble Assignment," and all of the property rights and interests granted and conveyed by such document is hereinafter referred to as the "Property."

B. By Conveyance effective November 1, 2003, recorded in Book 127, Page 25, O&G Records, Sublette County, Wyoming, Noble Royalty, Inc. did grant and convey to Royal Mesa, Inc. an undivided .00219946 interest in and to the Property. For purposes of this document, such Conveyance is hereinafter referred to as the "Mesa Conveyance."

C. Royal Mesa, Inc. desire to assign and convey to Mike Floyd, effective as of 1st OT, 2004, all of the property rights and interests having been acquired by Royal Mesa, Inc. under and by virtue of the Mesa Conveyance.

Now, therefore, for and in consideration of the above premises, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Royal Mesa, Inc. ("Grantor"), whose address is 5401 Golden Sunset Court, Frisco, Texas 75034, does hereby grant, bargain, sell, assign, and convey to Mike Floyd ("Grantee"), whose address is 8782 Camfield Way, Frisco, Texas 75034, all of the right, title and interest having been acquired by Grantor under and by virtue of the Mesa Conveyance.

It is the intention of Grantor to convey to Grantee, and Grantor does hereby grant and convey to Grantee, all right, title and interest in and to the Property having been acquired by Grantor under and by virtue of the Noble Assignment. This Conveyance shall be subject to all of the rights and obligations, and other terms and provisions, of the Mesa Conveyance.

RECORDED Dec. 9 2004 2:40 PM
IN BOOK 129 O+G PAGE 229
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

308248

Grantor hereby agrees to execute all such further assurances as may be reasonable or necessary for the full and complete enjoyment by Grantee of the property rights and interest granted herein.

Grantor does hereby irrevocably appoint Grantee the agent and attorney-in-fact for Grantor, so that Grantee may act in the place and stead of Grantor, for the limited purpose only of executing division orders, transfer orders, and all other instruments as may be reasonable or necessary to effect the conveyance of the property rights and instruments under this Conveyance, and to effect the enjoyment by Grantee of such property rights and interests.

Grantor and the officer of Grantor executing this Conveyance, in his individual capacity, do hereby, jointly and severally, represent that the shareholders of Grantor have consented and approved the execution of this Conveyance, and the grant and conveyance of the property rights and interests under and by virtue of this Conveyance.

This Conveyance is made with warranty of title by, through, and under Grantor, but not otherwise. The terms of this Conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

The Mesa Conveyance contains the following covenant and agreement (the "Covenant Paragraph") between Noble Royalties, Inc. ("Noble"therein) and Assignor ("Participant" therein):

> "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, save, 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 or 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 amount 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."

Assignee does hereby adopt and approve the foregoing Covenant Paragraph, and, unless and until Assignee should provide notice otherwise, Assignee hereby directs and authorizes Noble to collect and receive, and pay to Assignee, Assignee's share of the proceeds from the sale of oil, gas and other hydrocarbons produced from the Property, under and according to the terms and provisions of the Covenant Paragraph.

Executed this 8 day of September, 2004, but effective as of 1 Sept 07, 2004.

Royal Mesa, Inc.

By: _____
Alfred C. Teran

Its: _____

_____
Alfred C. Teran

STATE OF TEXAS §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on this the 8th day of September, 2004, by Alfred C. Teran, as President of Royal Mesa, Inc., a in corporation, on behalf of such corporation.

MELISSA G. ROMO
Notary Public, State of Texas
My Comm. Expires 02-28-2007

_____
Notary Public, State of Texas

[redacted] [redacted] [redacted]

RECORDED Dec. 13 2004 8:14 A M
IN BOOK 139 Q+H PAGE 232
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

308503
PAID-UP OIL AND GAS LEASE

Producers 88
Rocky Mountain 1989
(Paid-Up Rev 1996)
Hanson & Strahn, Inc. (2000)

THIS AGREEMENT, made and entered into this 29th day of October, 2004, by and between Gary M. Rees and Jennifer Rees, husband and wife, P.O. Box 747, Big Piney, WY 83113, hereinafter called lessor (whether one or more), and Hanson & Strahn, Inc., P.O. Box 3020, Cheyenne, WY 82003, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of --Ten-- dollars ($ *10.00*) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, mining, operating for and producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 29 North, Range 112 West, 6th P.M.
Section 07: Lots 1(13.25), 2(13.21), 3(13.15), 4(13.11), N1/2NE1/4, E1/2NW1/4, NE1/4SW1/4
Township 29 North, Range 113 West, 6th P.M.
Section 12: NE1/4, E1/2NW1/4, NE1/4SW1/4, N1/2SE1/4

Notwithstanding anything herein contained, wherever the fractional interest one-eighth (1/8th) royalty appears, it shall by this reference be amended to read fourteen percent (14.00%) royalty.

In addition to the land described above, lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if specifically described, lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by lessor through adverse possession or other similar statutes of the state in which the lands are located.

For the purpose of calculating payments provided for herein, it shall be deemed that the lands covered by this lease contain 612.72 acres, whether there actually be more or less.

The term oil as used in this lease shall be interpreted to include any liquid hydrocarbon substances which occur naturally in the earth, including drip gasoline or other natural condensate recovered from gas without resort to manufacturing process. The term gas as used in this lease shall be interpreted to include any substance, either combustible or non-combustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at ordinary temperature and pressure conditions, including but not limited to helium, nitrogen, carbon dioxide, hydrogen sulfide, coal bed methane gas, casinghead gas and sulphur.

Subject to the other provisions herein contained, this lease shall remain in force for a term of five (5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such times as lessee has the requisite equipment for such operations at the wellsite.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipeline to which lessee may connect its wells the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-eighth (1/8) of the gas sold or used, provided that on gas sold the royalty shall be one-eighth (1/8) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.

3. This is a paid-up lease and all cash consideration first recited above and annual rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance of annual rentals, lessor agrees that lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of the land described above, and as to any strata or stratum, by delivering to lessor or by filing of record a release or releases, and be relieved of all obligations thereafter accruing to the acreage surrendered.

4. Any payments required to be made to lessors pursuant to this lease, other than the payment of royalties, may be paid by lessee to the lessor or to lessor's credit in the DIRECT TO LESSOR Bank, at _____ (or its successor or successors, or any bank with which it may be merged or consolidated, or which succeeds to its business assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas. All such payments may be made by cash, check or draft, mailed or delivered on or before the due date for that payment. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of lessor and on lessor's successors in interest or on lessor's assigns.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on the lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, an amount equal to $1.00 per year per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the anniversary date of this lease. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty date. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land other than the entire and undivided fee simple estate therein, then the royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

11. Lessee shall have the right to unitize, pool, or combine all or any part of the land described above as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the land described above or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in ownership of the land, royalties, or other payments, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive royalties or other payments hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's sight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, either express or implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, wars, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of this lease.

17. Lessor hereby warrants and agrees to defend the title to the lands described above, and agrees that lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against the above described lands in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

Gary M. Rees

Jennifer Rees

STATE OF WYOMING }
} ss.
COUNTY OF Sublette }

INDIVIDUAL

On this 18th day of November, 2004, before me personally appeared Gary M. Rees and Jennifer Rees, to me known to be the person(s) described in, and who executed the foregoing instrument, and who acknowledged to me that they executed the same as their free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 18th day of November, 2004.

My commission expires:
1/04/08

Notary Public for the State of Wyoming
residing at Marbleton, WY

KAREN S. WEIZ
County of
SUBLETTE
Notary Public
State of
Wyoming
My Commission Expires Jan. 4, 2008

Producers 88
Rocky Mountain 1989
(Paid-Up Rev 1996)
Hanson & Strahn, Inc. (2000)

308504
PAID-UP OIL AND GAS LEASE

RECORDED Dec. 23 2004 8:46AM
BOOK 149 Rec'd 10 Page 234
FEES $12.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By D. Freeman

THIS AGREEMENT, made and entered into this 29th day of October, 2004, by and between Merrill C. Rees and Emma Rees, husband and wife, 241 Lehmer Road, Big Piney, WY 83113, hereinafter called lessor (whether one or more), and Hanson & Strahn, Inc., P.O. Box 3020, Cheyenne, WY 82003, hereinafter called lessee:

WITNESSETH:

1. That lessor, for and in consideration of --Ten-- dollars ($ *10.00*) in hand paid, receipt of which is hereby acknowledged, and of the agreements of lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto lessee the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, mining, operating for and producing oil or gas, or both (as defined below), together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures thereon to produce, save and take care of said oil and gas (which right shall include specifically a right-of-way and easement for ingress to and egress from said lands by lessee, or its assignees, agents or permittees, necessary to or associated with the construction and maintenance of such pipelines, telephone and electric lines, tanks, ponds, roadways, plants, equipment, and structures on said lands to produce, save and take care of the oil and gas), and the exclusive right to inject air, gas, water, brine and other fluids from any source into the subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation of said land, alone or conjointly with neighboring land, for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Township 29 North, Range 112 West, 6th P.M.
Section 07: Lots 1(13.25), 2(13.21), 3(13.15), 4(13.11), N1/2NE1/4, E1/2NW1/4, NE1/4SW1/4
Township 29 North, Range 113 West, 6th P.M.
Section 12: NE1/4, E1/2NW1/4, NE1/4SW1/4, N1/2SE1/4

Notwithstanding anything herein contained, wherever the fractional interest one-eighth (1/8th) royalty appears, it shall by this reference be amended to read fourteen percent (14.00%) royalty.

In addition to the land described above, lessor hereby grants, leases and lets exclusively unto lessee, to the same extent as if specifically described, lands which are owned or claimed by lessor by one of the following reasons: (1) all lands and rights acquired or retained by lessor by avulsion, accretion, reliction or otherwise as the result of a change in the boundaries or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to lessor in any lake, stream or river traversing or adjoining the lands described above by virtue of lessor's ownership of the land described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to lessor by virtue of lessor's ownership of the land described above; and (4) all strips or tracts of land adjacent or contiguous to the lands described above owned or acquired by lessor through adverse possession or other similar statutes of the state in which the lands are located.

For the purpose of calculating payments provided for herein, it shall be deemed that the lands covered by this lease contain 612.72 acres, whether there actually be more or less.

The term oil as used in this lease shall be interpreted to include any liquid hydrocarbon substances which occur naturally in the earth, including drip gasoline or other natural condensate recovered from gas without resort to manufacturing process. The term gas as used in this lease shall be interpreted to include any substance, either combustible or non-combustible, which is produced in a natural state from the earth and which maintains a gaseous or rarified state at ordinary temperature and pressure conditions, including but not limited to helium, nitrogen, carbon dioxide, hydrogen sulfide, coal bed methane gas, casinghead gas and sulphur.

Subject to the other provisions herein contained, this lease shall remain in force for a term of five (5) years from this date (herein called "primary term") and as long thereafter as oil and gas, or either of them, is produced from the leased premises or drilling operations are continuously prosecuted. For purposes of this lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in an effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously prosecuted" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well at such time as lessee has begun the construction of the wellsite location or the road which provides access to the wellsite location; and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production of oil and gas at such times as lessee has the requisite equipment for such operations at the wellsite.

2. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipeline to which lessee may connect its wells the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, or lessee may from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

The lessee shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-eighth (1/8) of the gas sold or used, provided that on gas sold the royalty shall be one-eighth (1/8) of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessee and a gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event lessee compresses, treats, purifies or dehydrates such gas (whether on or off the leased premises) or transports gas off the leased premises, lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed.

3. This is a paid-up lease and all cash consideration first recited above and annual rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance of annual rentals, lessor agrees that lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of the land described above, and as to any strata or stratum, by delivering to lessor or by filing of record a release or releases, and be relieved of all obligations thereafter accruing to the acreage surrendered.

4. Any payments required to be made to lessors pursuant to this lease, other than the payment of royalties, may be paid by lessee to the lessor or to lessor's credit in the DIRECT TO LESSOR Bank, at _____ (or its successor or successors, or any bank with which it may be merged or consolidated, or which succeeds to its business assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas. All such payments may be made by cash, check or draft, mailed or delivered on or before the due date for that payment. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of lessor and on lessor's successors in interest or on lessor's assigns.

5. If, at the expiration of the primary term of this lease, oil or gas is not being produced from the leased premises but lessee is then engaged in drilling operations, this lease shall continue in force so long as drilling operations are continuously prosecuted; and if production of oil or gas results from any such drilling operations, this lease shall continue in force so long as oil or gas shall be produced from the leased premises. If, after the expiration of the primary term of this lease, production on the leased premises should cease for any cause, this lease shall not terminate if lessee is then engaged in drilling operations, or within one hundred twenty (120) days after each such cessation of production commences or resumes drilling operations, and this lease shall remain in force so long as drilling operations are continuously prosecuted, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased premises.

6. If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on the lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, an amount equal to $1.00 per year per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the anniversary date of this lease. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty date. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

7. If lessor owns a lesser interest in the above described land other than the entire and undivided fee simple estate therein, then the royalties, including shut-in royalty, herein provided shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

11. Lessee shall have the right to unitize, pool, or combine all or any part of the land described above as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that the land described above or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated.

12. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties; and in the event of an assignment or subletting by lessee, lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in ownership of the land, royalties, or other payments, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require separate measuring or installation of separate tanks by lessee. Notwithstanding any actual or constructive knowledge of or notice to lessee, no change in ownership of said land or of the right to receive royalties or other payments hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on lessee (except at lessee's option in any particular case) until one hundred twenty (120) days after lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original and certified copies of all documents and other instruments or proceedings necessary in lessee's opinion to establish the ownership of the claiming party.

13. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessee shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon leased premises, and no royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

14. If lessor, during the primary term of this lease, receives a bona fide offer from a third party to purchase from lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with such lease to become effective upon expiration of this lease, which lessor is willing to accept from the offering party, lessor hereby agrees to notify lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein covered by the offer at the price and on the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this paragraph 14. Should lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify lessor in writing by mail, telefax, or telegram prior to expiration of said fifteen (15) day period. Lessee shall promptly thereafter furnish to lessor the new lease for execution by lessor along with lessee's sight draft payable to lessor in payment of the specified amount as consideration for the new lease, such draft being subject to approval of title according to the terms thereof. Upon receipt thereof, lessor shall promptly execute said lease and return same along with the draft through lessor's bank of record for payment.

15. In the event lessor considers that lessee has not complied with all its obligations hereunder, either express or implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this lease. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. This lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until a judicial determination is made that such failure exists and lessee fails within a reasonable time to satisfy any such covenants, conditions, or stipulations.

16. All express and implied covenants of this lease shall be subject to all federal and state, county or municipal laws, executive orders, rules and regulations, and lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with such obligations and covenants is prevented or hindered by or is in conflict with federal, state, county, or municipal laws, rules, regulations or executive orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, wars, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of this lease.

17. Lessor hereby warrants and agrees to defend the title to the lands described above, and agrees that lessee, at its option, shall have the right at any time to pay for lessor, any mortgage, taxes or other liens existing, levied or assessed on or against the above described lands in the event of default of payment by lessor and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said lessor or lessee.

19. With respect to and for the purpose of this lease, lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

WHEREOF witness our hands as of the day and year first above written.

Merrill C. Rees
Merrill C. Rees

Emma Rees
Emma Rees

STATE OF WYOMING }
} ss.
COUNTY OF Sublette } INDIVIDUAL

On this 16th day of November, 2004, before me personally appeared Merril C. Rees and Emma Rees, to me known to be the person(s) described in, and who executed the foregoing instrument, and who acknowledged to me that they executed the same as their free act and deed, including the release and waiver of the right of homestead.

Given under my hand and seal this 16th day of November, 2004.

My commission expires:
Jan 4. 2008

KAREN S. WEBZ
Notary Public
County of
SUBLETTE
State of
Wyoming
My Commission Expires Jan. 4, 2008

Karen S Webz
Notary Public for the State of Wyoming
residing at Marbleton, Wy

308505

RECORDED Dec. 23 2004 9:29 A M
IN BOOK 189 Pg 69 PAGE 237
FEES $ 17 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

WELLBORE ASSIGNMENT
Sage Flat Federal 17-20

THIS WELLBORE ASSIGNMENT (the "Assignment"), dated effective 12:01 a.m. local time, January, 18, 2004 (the Effective Time"), is from John P. Lockridge, 1265 Lisbon Lane, Pebble Beach, California 93953 ("Assignor") to Williams Production Rocky Mountain Company, One Williams Center, P.O. Box 3102, Tulsa, Oklahoma 74101-3102 ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, grants, bargains, and conveys to Assignee the real and personal property interests described below, located in Sublette County, Wyoming (the "Assigned Interests"):

1. All of Assignor's right, title and interest in and to the wellbore of the Sage Flat Federal 17-20 Well, located at a surface location of SWSE and a bottom hole location of SESW in Section 20, T36N, R112W, 6th P.M., Sublette County, Wyoming (the "Sage Flat Wellbore"), the right to produce hydrocarbons therefrom, together with all personal property and equipment associated with said wellbore;

2. Assignor's right, title and interest in and to the oil and gas lease on which the Sage Flat Wellbore is located (as described on Exhibit A), but only to the extent that such leasehold rights are necessary to operate, produce and maintain the Sage Flat Wellbore;

3. Rights in and to all existing and effective pooling and communitization agreements, and other contracts, agreements and instruments to the extent only that they relate to or affect the production of hydrocarbons from the Miller Wellbore; and

4. Concurrent rights of ingress and egress to the Sage Flat Wellbore, and in and to surface use agreements, rights-of-way, easements, surface leases and other surface rights, if any, held by Assignor in connection with operation, production and maintenance of the Sage Flat Wellbore.

RESERVING AND EXCEPTING in favor of Assignor, an overriding royalty interest in the production from the Sage Flat Wellbore equal to the difference between applicable royalties, overriding royalties, production payments and other like payments that were in effect as of February 12, 2001 and 18.5% proportionate to the interest so assigned.

TO HAVE AND TO HOLD the Assigned Interests unto Assignee and its successors and assigns forever.

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

A. **THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF 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 ASSIGNOR, BUT NOT OTHERWISE.**

B. This Assignment is subject to the terms and provisions of the Farmin Agreement, as amended, between Williams and John P. Lockridge (the "Farmin Agreement"). If there is a conflict between the terms of this Assignment and the Farmin Agreement, the terms of the Farmin Agreement shall control in all respects and not be deemed to have merged into the terms of this Assignment.

C. To the extent permitted by law, Assignee shall be subrogated to Assignor's rights to the extent of the Assigned Interests, in and to representations, warranties and covenants given with respect to the Leases. Assignor grants and transfers to Assignee, its successors and assigns to the extent so transferable and permitted by law, the

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

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benefit of and the right to enforce the covenants. representations and warranties, if any, which Assignor is entitled to enforce with respect to the Assigned Interests, but only to the extent not enforced by Assignor.

D. Separate governmental forms of assignment of the Assigned Interests 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, power 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 Assigned Interests conveyed herein.

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

F. This Assignment may be executed in counterparts, each of which shall be deemed to be an original instrument, but, all of which together shall constitute but one instrument.

G. The references herein to liens, encumbrances, burdens, defects and other matters shall not be deemed to ratify or create any rights in *third* parties or merge with, modify or limit the rights of Assignor or Assignee as between themselves, as set forth in the Farmout Agreement.

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

ASSIGNOR:
JOHN P. LOCKRIDGE

ASSIGNEE:
WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY.

Vice President

CB

[redacted] [redacted] [redacted]

Acknowledgements

STATE OF Oklahoma)
)§
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me this 8th day of November, 2004. By Bryan Gudexian as Vice President of **Williams Production Rocky Mountain Company**, a Delaware corporation, on behalf of the corporation.

Witness my hand and official seal.

Twyla D. Croff
Notary Public

My commission expires: March 4, 2005

Notary Public Oklahoma
OFFICIAL SEAL
TWYLA D. CROFF
ROGERS COUNTY
COMMISSION #01001863
Comm. Exp. 03-04-2005

****

STATE OF Colorado)
)§
COUNTY OF Denver)

On this 11 day of November, 2004, before me the undersigned Notary Public in and for said county and state, personally appeared **John P. Lockridge** known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged that the same was executed and delivered as his free and voluntary act for the purposes therein.

Witness my hand and official seal.

Rebecca L Martinez
Notary Public

My commission expires: 11/15/04

REBECCA L. MARTINEZ
NOTARY
PUBLIC
STATE OF CO
My Commission E...

EXHIBIT A
LEASES AND LANDS

The following Oil and Gas Leases to the extent and only to the extent that the leasehold rights are necessary to maintain, produce and operate the wellbore of the Sage Flat Federal 17-20 Well, located at a surface location of SWSE and a bottom hole location of SESW in Section 20, T36N, R112W, 6th P.M., Sublette County, Wyoming.

1. Lessor: WYW – 136338
   Lessee: Mountain States Fuels, Inc.
   Effective Date: July 1, 1995
   Primary Term: 10 Years
   Royalty: 12.5%
   Overriding Royalty: None
   Mineral Interest 100%
   Recording Data:
   Description

   Township 36 North, Range 112 West, 6th P.M.
   Section 7: Lots 1, 2, 3, 4, E/2, E/2WE/2
   Section 8: N ½
   Section 17: All
   Section 18: Lots 1, 2, 3, 4, SE/4NE/4, SE/4, E/2W/2
   Section 21: N/2N/2

2 Lessor: WYW – 136840
   Lessee: Mountain States Fuels, Inc.
   Effective Date: July 1, 1995
   Primary Term: 10 Years
   Royalty: 12.5%
   Overriding Royalty: None
   Mineral Interest 100%
   Recording Data:
   Description

   Township 36 North, Range 112 West, 6th P.M.
   Section 20: E/2SW/4, SE/4
   Section 29: N/2NE/4, NE/4NW/4

308506

RECORDED Dec. 23 2004 9:24A M
IN BOOK 129 Misc 4 PAGE 241
FEES $ 13.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by L. Sherman

ASSIGNMENT OF INTEREST IN OIL AND GAS LEASES

THIS ASSIGNMENT OF INTEREST IN OIL AND GAS LEASES (the "Assignment"), dated effective 12:01 a.m. local time, January 18, 2004 (the Effective Time"), is from John P. Lockridge, 1265 Lisbon Lane, Pebble Beach, California 93953 ("Assignor") to Williams Production Rocky Mountain Company, One Williams Center, P.O. Box 3102, Tulsa, Oklahoma 74101-3102 ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, grants, bargains, and conveys to Assignee the real and personal property interests described below, located in Sublette County, Wyoming (the "Assigned Interests"):

1. Seventy five percent (75%) of Assignor's right, title and interest in and to the oil and gas leases described on Exhibit A attached hereto (the "Leases"), insofar and only insofar as the Leases cover the lands described on Exhibit A (the "Lands") as to all depths.

2. Seventy five percent (75%) of Assignor's right, title and interest in and to the oil and gas wells located on the Leases and Lands, together with all personal property and equipment associated with said wells, except the Sage Flat Federal Wellbore as defined below.

3. Rights in and to all existing and effective pooling and communitization agreements, and other contracts, agreements and instruments to the extent only that they relate to or affect the interest described in Section 1 and 2 above.

4. Concurrent rights of ingress and egress to the Lands, and in and to surface use agreements, rights-of-way, easements, surface leases and other surface rights, if any, held by Assignor in connection with ownership or operation of the Leases and Lands.

TO HAVE AND TO HOLD the Assigned Interests unto Assignee and its successors and assigns forever.

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

A. The Assigned Interest do not include the Sage Flat Federal 17-20 located at a surface location of SWSE and a bottom hole location of SESW of Section 20,T36N, R112W, the "Sage Flat Wellbore", wellbore and the rights to produce hydrocarbons therefrom, which are being assigned pursuant to a separate assignment between Assignor and Assignee.

B. **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 ASSIGNOR, BUT NOT OTHERWISE.**

C. This Assignment is subject to the terms and provisions of the Farmin Agreement, as amended, between Williams and John P. Lockridge (the "Farmin Agreement"). If there is a conflict between the terms of this Assignment and the Farmin Agreement, the terms of the Farmin Agreement shall control in all respects and not be deemed to have merged into the terms of this Assignment.

D. Assignee agrees to perform all obligations, express or implied, of Assignor under the Leases insofar as such obligations are applicable to the Assigned Interests.

E. To the extent permitted by law, Assignee shall be subrogated to Assignor's rights to the extent of the Assigned Interests, in and to representations, warranties and covenants given with respect to the Leases. Assignor

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P.O. BOX 3102
TULSA, OKLAHOMA 74101

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grants and transfers to Assignee, its successors and assigns to the extent so transferable and permitted by law, the benefit of and the right to enforce the covenants. representations and warranties, if any, which Assignor is entitled to enforce with respect to the Leases, but only to the extent not enforced by Assignor.

F. Unless provided otherwise, all recording references in Exhibit A hereto are to the official real property records of the Sublette County, Wyoming.

G. Separate governmental forms of assignment of the Assigned Interests 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, power 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 Assigned Interests conveyed herein.

H. This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successor and assigns.

I. This Assignment may be executed in counterparts, each of which shall be deemed to be an original instrument, but, all of which together shall constitute but one instrument.

J. The references herein to liens, encumbrances, burdens, defects and other matters shall not be deemed to ratify or create any rights in *third* parties or merge with, modify or limit the rights of Assignor or Assignee as between themselves, as set forth in the Farmout Agreement.

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

ASSIGNOR:
JOHN P. LOCKRIDGE

ASSIGNEE:
WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY.

Vice President

[redacted] [redacted] [redacted]

Acknowledgements

STATE OF Oklahoma)
)§
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me this 8th day of November ,2004. By Bryan Gaderian as Vice President of **Williams Production Rocky Mountain Company**, a Delaware corporation, on behalf of the corporation.

Witness my hand and official seal. Twyla D. Croff
Notary Public

My commission expires: March 4, 2005

Notary Public Oklahoma
OFFICIAL SEAL
TWYLA D. CROFF
ROGERS COUNTY
COMMISSION #01001883
Comm. Exp. 03-04-2005

****

STATE OF Colorado)
)§
COUNTY OF Denver)

On this 11 day of November, 2004, before me the undersigned Notary Public in and for said county and state, personally appeared **John P. Lockridge** known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged that the same was executed and delivered as his free and voluntary act for the purposes therein.

Witness my hand and official seal. Rebecca L Martinez
Notary Public

My commission expires: 11/15/04

REBECCA L. MARTINEZ NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/15/2004

EXHIBIT A
LEASES AND LANDS

Sublette County, Wyoming

1. Lessor: WYW – 136338
Lessee: Mountain States Fuels, Inc.
Effective Date: July 1, 1995
Primary Term: 10 Years
Royalty: 12.5%
Overriding Royalty: None
Mineral Interest 100%
Recording Data:
Description

Township 36 North, Range 112 West, 6th P.M.
Section 7: Lots 1, 2, 3, 4, E/2, E/2WE/2
Section 8: N ½
Section 17: All
Section 18: Lots 1, 2, 3, 4, SE/4NE/4, SE/4, E/2W/2
Section 21: N/2N/2

2 Lessor: WYW – 136840
Lessee: Mountain States Fuels, Inc.
Effective Date: July 1, 1995
Primary Term: 10 Years
Royalty: 12.5%
Overriding Royalty: None
Mineral Interest 100%
Recording Data:
Description

Township 36 North, Range 112 West, 6th P.M.
Section 20: E/2SW/4, SE/4
Section 29: N/2NE/4, NE/4NW/4

STATE OF WYOMING)
) *ss.*
COUNTY OF SUBLETTE)

IN THE DISTRICT COURT

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE OF BARRY G. WILLIAMS,

Deceased.

Probate No. 1920

FILED

DEC 09 2004

MARILYN M. JENSEN
CLERK OF DISTRICT COURT
PINEDALE WYOMING
BY

DECREE

The above entitled matter coming before the Court upon the Application for a Decree Under WYO. STAT. § 2-1-205 (Lexis 2003) filed herein by his wife, Deborah K. Williams, and it appearing to the Court from the Affidavit of Publication herein filed that a Notice of Application, a copy of which is filed herein, was published once each week for two consecutive weeks, on November 4, 2004 and November 11, 2004 in the Sublette Examiner, a newspaper of general circulation in Sublette County, Wyoming, and it further appearing that no objection to the granting of said Application has been made or filed herein, the Court proceeded to a consideration of said Application and it appears that the facts therein slated are not in dispute and same should be granted.

WHEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED as follows:

That the following described real property, to wit:

An undivided interest in an overriding royalty interest under United States Oil and Gas Lease W-67808 of 3.75% of 100% (0.00375 decimal interest), covering the following described lands:

308513

T27N, R111W, 6th P.M.
Section 6: N½NE¼
Section 7: SE¼
Section 18: E½E½
Section 19: E½E½

Sublette County, Wyoming

RECORDED Dec 23 2004 1:10P M
IN BOOK 129 O.R. PAGE 245
FEES $8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by L. Truman

RECEIVED
04 DEC 17 AM 9:00
CHEYENNE, WYOMING
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

owned by decedent, Barry G. Williams, deceased, was devised to his wife, Deborah K. Williams, and therefore the right and title thereto is hereby established in Deborah K. Williams.

A certified copy of this Decree shall be recorded in the office of the County Clerk of Sublette County, Wyoming, and shall be presumptive evidence of title to the said real property as provided in WYO. STAT. § 2-1-205 (Lexis 2003).

Dated this 6 day of Dec, 2004.

THE STATE OF WYOMING
COUNTY OF SUBLETTE
I, MARILYN M. JENSEN, CLERK OF THE NINTH JUDICIAL DISTRICT COURT WITHIN AND FOR SAID COUNTY AND IN THE STATE AFORESAID DO HEREBY CERTIFY THE FOREGOING TO BE A FULL, TRUE AND COMPLETE COPY.
SEAL

The District Court ★ Sublette County

District Judge

308530

Copy

RECORDED Dec. 27 2004 12:30 PM
IN BOOK 129 Q.Y PAGE 246
FEES $ 6.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by L. Freeman

1428081
STATE OF WYOMING } S.S.
COUNTY OF SWEETWATER
FILED FOR RECORD ON
Dec. 6. 2004
At 9:07 o'clock A M.
In Book 1014 Page 982-993
LORETTA BAILIFF, County Clerk & Recorder
MaryKay Suehe Deputy

AFTER RECORDING MAIL TO:
DAVIS GRAHAM & STUBBS LLP
1550 Seventeenth Street, Suite 500
Denver, Colorado 80202
Attn: Susan Howard

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

THIS SATISFACTION OF RELEASE OF MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF PRODUCTION AND FINANCING STATEMENT (this "Release"), dated November 1, 2004 (the "Effective Time"), is from Highbridge/Zwirn Special Opportunities Fund, L.P., as the Mortgagee and having an address of 745 5th Avenue, New York, New York 10151 (referred to herein as the "Secured Party"), to and in favor of Infinity Oil and Gas of Wyoming, Inc., a Wyoming Corporation ("Debtor") with an address at 950 17th Street, Suite 800, Denver, Colorado 80202.

Recitals

A. The Debtor and the Secured Party are parties to the Credit Agreement dated as of July 2, 2003 (as amended, modified, supplemented or restated to date, the "Credit Agreement"). Any defined terms used in this Release which are not defined in this Release shall have the meaning given such terms in the Credit Agreement.

B. Pursuant to the Credit Agreement, the Debtor executed and delivered the Mortgage, Deed of Trust, Security Agreement, Assignment of Production and Financing Statement instrument dated July 2, 2003, in favor of Secured Party described on Exhibit A attached hereto and incorporated herein by this reference, which was dated as of the date and filed of record in the jurisdiction and with the recording information set forth on Exhibit A, with all such instruments referred to collectively as the "Released Mortgage".

C. The Secured Party perfected its security interest in the personal property covered by the Released Mortgage with the filing of certain Uniform Commercial Code ("UCC") Financing Statements (the "Released Financing Statements").

D. Debtor has repaid all principal, interest and other amounts owing under the Credit Agreement and the Loan Documents and has satisfied in full all of its obligations thereunder, all in accordance with the terms of the Credit Agreement and the Loan

Documents, and thus the Secured Party desires to terminate and release all rights and interests in and under the Released Mortgage and the Released Financing Statements and to release such interests of record.

E. The parties hereto desire to acknowledge the repayment of the Credit Agreement, terminate and release the Released Mortgage and the Released Financing Statement effective as of the Effective Time, and release Debtor of all obligations and liabilities thereunder.

Agreement

NOW THEREFORE, in consideration of the foregoing and the terms and conditions set forth below, the parties hereto agree as follows:

1. Release and Termination of Released Mortgage and Released Financing Statements. Effective as of the Effective Time, the Secured Party hereby (i) releases all right, title and interest in the Released Mortgage and the Released Financing Statements, (ii) terminates the Released Mortgage and the Released Financing Statements, and (iii) releases Debtor from all obligations, responsibilities and liabilities under the Released Mortgage and the Released Financing Statements. The Secured Party does hereby RELEASE, DISCHARGE, REMISE, CONVEY, ASSIGN AND QUIT-CLAIM to Debtor and its successors and assigns, all right, title, interest in and to and all liens and encumbrances arising under the Released Mortgage and to all collateral covered thereby to the extent the collateral covered thereby secured obligations under the Credit Agreement and the Released Mortgage and does hereby acknowledge that the said Released Mortgage has been FULLY SATISFIED AND DISCHARGED, and does hereby authorize and direct the said County Auditor to enter full satisfaction thereof of record.

2. Termination Statements. The Secured Party hereby authorizes the Debtor to prepare and file UCC Financing Statement Amendments to terminate and release any and all Released Financing Statements.

3. Further Assurances. The Secured Party shall from time to time at the Debtor's reasonable request and at the Debtor's expense execute and deliver, or cause to be executed and delivered, such further instruments or documents, and perform such further acts, as the Debtor may reasonably require in order to fully release and terminate the Released Mortgage as set forth herein and to acknowledge repayment and termination of the Credit Agreement.

4. Binding Nature. This Release is binding upon and shall inure to each of the parties hereto and their respective successors and assigns.

5. Counterparts. This Release may be executed in multiple counterparts, each counterpart considered an original, and all counterparts together comprising this Release.

IN WITNESS WHEREOF, the Secured Party has executed this Release as of the date first set forth above.

Highbridge/Zwirn Special Opportunities Fund, L.P.

By: _____
Name: _____
Title: Perry A. Gruss
Chief Financial Officer

ACKNOWLEDGMENT

STATE OF NEW YORK)
) .ss
Signed in COUNTY OF ~~KINGS~~ New York)

On this 12 day of November, 2004, before me personally appeared Perry Gruss, known by me to be the CFO of Highbridge/Zwirn Special Opportunities Fund, L.P., a New York corporation, and acknowledged to me that such corporation executed the same.

Witness my hand and official seal.

Kristin Jane Barry
Notary Public

Residing at: New York, NY

My Commission expires: _____

KRISTIN JANE BARRY
NOTARY PUBLIC, STATE OF NEW YORK
No. 01BA6100179
QUALIFIED IN KINGS COUNTY
MY COMMISSION EXPIRES MAY 24, 2008

KRISTIN JANE BARRY NOTARY PUBLIC STATE OF NEW YORK

[redacted] [redacted] [redacted]

Exhibit A

1. Mortgage, Deed of Trust, Security Agreement, Assignment of Production and Financing Statement dated July 2, 2003, recorded in Sweetwater County, State of Wyoming, on July 2, 2003, in Book 978, at Page 815, covering real and personal property including without limitation the leases and lands described herein.

Exhibit "A"

Attached to and made a part of that certain Mortgage Agreement dated July 2, 2003, by and between Highbridge/Zwirn Special Opportunities Fund, L.P. and Infinity Oil Gas of Wyoming, Inc.

Lease Number			Lessor	Township	Range	Description	County	State	Book/Page
LEASES									
WY	013	A	Mary Hay	18	100	Sec 16: E2,SENW,NESW,S2SW	Sweetwater	Wyoming	930/1247
WY	013	B	Mary Hay, trustee	18	100	Sec 16: E2,SENW,NESW,S2SW	Sweetwater	Wyoming	930/1249
WY	013	C	Mary Hay, trustee	18	100	Sec 16: E2,SENW,NESW,S2SW	Sweetwater	Wyoming	930/1251
WY	013	D	Susan Hay Bell	18	100	Sec 16: E2,SENW,NESW,S2SW	Sweetwater	Wyoming	930/1226
WY	013	E	Susan Hay Bell, trustee	18	100	Sec 16: E2,SENW,NESW,S2SW	Sweetwater	Wyoming	930/1228
WY	013	F	Susan Hay Bell, trustee	18	100	Sec 16: E2,SENW,NESW,S2SW	Sweetwater	Wyoming	930/1230
WY	013	G	Emily Frances Bunning	18	100	Sec 16: E2,SENW,NESW,S2SW	Sweetwater	Wyoming	930/1232
WY	013	H	Joe Garrett Hay	18	100	Sec 16: E2,SENW,NESW,S2SW	Sweetwater	Wyoming	930/1238
WY	013	I	John W. Hay III	18	100	Sec 16: E2,SENW,NESW,S2SW	Sweetwater	Wyoming	930/1243
WY	013	J	Keith N. Hay	18	100	Sec 16: E2,SENW,NESW,S2SW	Sweetwater	Wyoming	930/1245
WY	013	K	Lucy Suzanne Bunning	18	100	Sec 16: E2,SENW,NESW,S2SW	Sweetwater	Wyoming	930/1234
WY	013	L	John R. & Valerie M. Radford	18	100	Sec 16: E2,SENW,NESW,S2SW	Sweetwater	Wyoming	930/1255
WY	013	M	Hannah Hay Force	18	100	Sec 16: E2,SENW,NESW,S2SW	Sweetwater	Wyoming	930/1236
WY	013	N	Keith N., John W. III & Frances	18	100	Sec 16: E2,SENW,NESW,S2SW	Sweetwater	Wyoming	930/1240
WY	013	O	Maisie H. Hart	18	100	Sec 16: E2,SENW,NESW,S2SW	Sweetwater	Wyoming	930/1253
WY	013	P	Leonard Hay	18	100	Sec 16: E2,SENW,NESW,S2SW	Sweetwater	Wyoming	940/92
WY	014		WYW-151781	18	100	Sec 12: N2,SW,N2SE,SWSE	Sweetwater	Wyoming	977/1354
WY	015		WYW-151782	18	100	Sec 12: SESE	Sweetwater	Wyoming	977/1346

Exhibit "A"

Attached to and made a part of that certain Mortgage Agreement dated July 2, 2003, by and between Highbridge/Zwirn Special Opportunities Fund, L.P. and Infinity Oil Gas of Wyoming, Inc.

Lease Number			Lessor	Township	Range	Description	County	State	Book/Page
WY	016		WYW-151787	19	100	Sec 26: Lots 9-16 (S2)	Sweetwater	Wyoming	977/1344
WY	017		WYW-151786	19	100	Sec 24: All	Sweetwater	Wyoming	977/1342
WY	018		WY 00-559	19	100	Sec 36: All	Sweetwater	Wyoming	977/1348
WY	019		WYW-152185	19	100	Sec 4: Lots 5-8 (N2N2), S2NE,SENW,SE	Sweetwater	Wyoming	977/1340
WY	020		WYW-152186	19	100	Sec 4: SWNW, Sec 18: SE/4, Sec 28: S/2S/2	Sweetwater	Wyoming	977/1316
WY	021		WYW-152187	19	100	Sec 4: SW, Sec 18: W/2NE/4, SE/4NE/4, Sec 26: Lots 1-8 (N/2)	Sweetwater	Wyoming	977/1318
WY	022		WYW-152188	19	100	Sec 14: Lots 1-8 (N2), Lots 11-14 (SW), Sec 34: Lots 1-7, (N/2N/2, S/2NW/4, SW/4NE/4), Lots 9, 10, 15, & 16 (SE/4).	Sweetwater	Wyoming	977/1320
WY	023		WYW-152190	19	100	Sec22: NENE,S2NE, Sec34: Lots 11-14 (SW/4)	Sweetwater	Wyoming	977/1322
WY	024		WYW-152192	19	100	Sec 30: Lots 5-8 (W2W2), NE,E2W2,N2SE	Sweetwater	Wyoming	977/1324
WY	025		WYW-152193	19	100	Sec 34: Lot 8 (SENE)	Sweetwater	Wyoming	977/1326
WY	026		WY 00-789	19	100	Sec 16: W2NE,NW,S2	Sweetwater	Wyoming	977/1350
WY	027		WYW-152191	19	100	Sec 28: NW	Sweetwater	Wyoming	977/1328
WY	028		WYW-152189	19	100	Sec 22: SE	Sweetwater	Wyoming	977/1330
WY	029	A	Mike J. Vase	18	100	Sec 20: Lots 1,8, ada E2NE	Sweetwater	Wyoming	930/1576 Cor 932/1225
WY	029	B	John M. Anselmi	18	100	Sec 20: Lots 1,8, ada E2NE	Sweetwater	Wyoming	930/156 Cor 932/1223
WY	029	C	Donald Anselmi	18	100	Sec 20: Lots 1,8, ada E2NE	Sweetwater	Wyoming	930/1574 Cor 932/1224

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Exhibit "A"

Attached to and made a part of that certain Mortgage Agreement dated July 2, 2003, by and between Highbridge/Zwirn Special Opportunities Fund, L.P. and Infinity Oil Gas of Wyoming, Inc.

Lease Number			Lessor	Township	Range	Description	County	State	Book/Page
WY	029	D	Jerry M. Murray	18	100	Sec 20: Lots 1,8, ada E2NE	Sweetwater	Wyoming	931/1727 Cor 934/1406
WY	033		WY153196	19	99	Sec 6: SW, Sec 18: Lots 5-8, E2,E2W2, Sec 20: W2, Sec 30 NE,E2NW	Sweetwater	Wyoming	997/1352
WY	034	A	Jeanne Marie Pelletier	19	100	Sec 22: NWNW, SW, Sec 28: NE, N2S2	Sweetwater	Wyoming	934/1398
WY	034	B	Joseph Rudolph Galicich	19	100	Sec 22: NWNW, SW, Sec 28: NE, N2S2	Sweetwater	Wyoming	934/1400
WY	034	C	Anne Marie Galicich	19	100	Sec 22: NWNW, SW, Sec 28: NE, N2S2	Sweetwater	Wyoming	934/1404
WY	034	D	Katherine Jaris	19	100	Sec 22: NWNW, SW, Sec 28: NE, N2S2	Sweetwater	Wyoming	931/1729
WY	035		WY153197	20	99	Sec 6: Lots 8-13, E2SW,SE	Sweetwater	Wyoming	997/1334
WY	036		WY153201	20	100	Sec 2: Lots 5-8, S2, Sec 12: All, Sec 14: N2NE,SENE	Sweetwater	Wyoming	977/1336
WY	037		WY153203	20	100	Sec 22: NE,NENW,S2NW,S2, Sec 26: NE, N2SE, SESE	Sweetwater	Wyoming	977/1332
WY	038		WY153204	20	100	Sec 24: All	Sweetwater	Wyoming	977/1356
WY	039		WY153206	21	100	Sec 14: N2,SE	Sweetwater	Wyoming	977/1338
WY	041		RME Land Corp	18	100	Sec 1: SE	Sweetwater	Wyoming	945/694
WY	042		RME Land Corp	18	100	Sec 1: NW, ada Lots 3,4, S2NW	Sweetwater	Wyoming	945/666
WY	043		RME Land Corp	18	100	Sec 1: SW	Sweetwater	Wyoming	945/706
WY	044		RME Land Corp	18	100	Sec 1: NE ada Lots 1,2, S2NE	Sweetwater	Wyoming	945/680
WY	045		WYW-028211	18	100	Sec 2: SENE, Lots 5-8, S/2,S/2NW,SWNE, Sec 6: Lots 13,14,19,20, Sec 8: Lots 1-16, T19N-R100W, Sec20: Lots 1-16, Sec 32: Lots 1-16	Sweetwater	Wyoming	
WY	046		WYW-030074	18	100	Sec 14: ALL	Sweetwater	Wyoming	
WY	084		RME Land Corp	19	100	Sec 23: NE	Sweetwater	Wyoming	962/645
WY	092		RME Land Corp	19	100	Sec 23: SE	Sweetwater	Wyoming	962/656
WY	093		RME Land Corp	19	100	Sec 23: SW	Sweetwater	Wyoming	962/671

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Exhibit "A"

Attached to and made a part of that certain Mortgage Agreement dated July 2, 2003, by and between Highbridge/Zwirn Special Opportunities Fund, L.P. and Infinity Oil Gas of Wyoming, Inc.

Lease Number			Lessor	Township	Range	Description	County	State	Book/Page
WY	094		RME Land Corp	19	100	Sec 23: NW	Sweetwater	Wyoming	962/684
WY	001		WYW-136852	29	114	Sec 1: LOTS 1-4, S2NW4,N2SW4, Sec 2: LOTS 1,4, SE/4NE/4, SW/4NW/4, NE/4SE/4, Sec 11: SW/4NE/4, W/2, SE/4, Sec 12: NW/4SW/4, S/2S/2, Sec 13: ALL, Sec 14: All	Sublette	Wyoming	
WY	002		WYW-136855	30	114	Sec 6: LOTS 1-7, S/2NE/4,SE/4NW/4,E/2SW/4,SE/4, Sec 7: E/2SW/4, N/2SE/4, Sec 17: SW/4, Sec 19: SW/4NE/4, NW/4SE/4, Sec 20: N/2SW/4, Sec 22: S/2, Sec 23: S/2SW/4, SW/4SE/4, Sec 27: N/2N/2, Sec 30: LOTS 3,4, SE/4NE/4, E/2SW/4	Sublette	Wyoming	
WY	003		WYW-136857	30	114	Sec 27: S2N2,N2SW,SE	Sublette	Wyoming	
WY	048		WYW-56739	30	114	Sec 32: SE,SENE,E2SW,SWSW	Sublette	Wyoming	58/470
WY	049		WYW-36438	30	114	Sec 33: ALL	Sublette	Wyoming	64/168
WY	050		WYW-38887	29	114	Sec 4: Lot 4, SWNW, S/2, S/2NE; Sec 5: Lots 1-3, S2N2,NESW,SE, W/2SW, SESW	Sublette	Wyoming	52/119
WY	055		Robert V. Thompson	29	113 & 114	Sec. 7: Lots 1,2, W2NE, E2NW, Sec 8: NENW;R114W, Sec 1: Lots 5-7, SWNE, W2SE, Sec 11: SENE, Sec 12: NE, N2SE,NESW, S2NW	Sublette	Wyoming	117/597 ext 124/622
WY	056		Gordon M. Mickelson, Trustee	29	113	Sec 5: Lots 2,3, S2NW,SWNE,SW,W2SE, Sec 6: Lots 5-7, SE,E2SW,SENW,S2NE	Sublette	Wyoming	118/528 ext 124/622
WY	057	A	May Brown Jones	30	114	Sec 15: SW; Sec 21: E2NE; Sec 22: SENE,W2NE,NW; Sec 23: SENE,W2NE,NW,N2S2	Sublette	Wyoming	121/111
WY	057	B	Kathleen King, Trustee	30	114	Sec 15: SW; Sec 21: E2NE; Sec 22: SENE,W2NE,NW; Sec 23: SENE,W2NE,NW,N2S2	Sublette	Wyoming	121/107

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Exhibit "A"

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Lease Number			Lessor	Township	Range	Description	County	State	Book/Page
WY	057	C	Beulah Riggan	30	114	Sec 16: SW; Sec 21: E2NE; Sec 22: SENE,W2NE,NW; Sec 23: SENE,W2NE,NW,N2S2	Sublette	Wyoming	121/105
WY	057	D	Kathleen King, Trustee	30	114	Sec 16: SW; Sec 21: E2NE; Sec 22: SENE,W2NE,NW; Sec 23: SENE,W2NE,NW,N2S2	Sublette	Wyoming	121/136
WY	090		WYW-136357	29	113	Sec 6: Lots 1-4	Sublette	Wyoming	
WY	110		ST-98-00213	30	114	Sec 36: E2,SW	Sublette	Wyoming	
WY	111		WYW-136564	30	113	Sec 31: Lots 2,3,4, E2SW,SWSE	Sublette	Wyoming	
WY	115		WYW118393	30	114	Sec 32: NW,N/2NE,SWNE,NWSW	Sublette	Wyoming	
WY	116		WYW49663	29	114	Sec 4: Lots 1,2,3,SENW	Sublette	Wyoming	
WY	117		WYW60820	29	114	Sec 5: Lot 4	Sublette	Wyoming	

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Exhibit "A"

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Lease Number	Lessor	Township	Range	Description	County	State	Book/Page

WELLS

SECTION 1 TOWNSHIP 18 NORTH, RANGE 100 WEST

WELL NAME	LOCATION	WI	NRI
PIPELINE 1-1-18-100	NENW	100.000000%	82.500000%
PIPELINE 1-2-18-100	NWNE	100.000000%	82.500000%
PIPELINE 1-3-18-100	NESE	100.000000%	82.500000%
PIPELINE 1-4-18-100	SWSW	100.000000%	82.500000%
PIPELINE 1-5-18-100	NESW	100.000000%	82.500000%
PIPELINE 1-6-18-100	NENW	100.000000%	82.500000%
PIPELINE 1-7-18-100	NWNE	100.000000%	82.500000%
PIPELINE 1-8-18-100	SESE	100.000000%	82.500000%
PIPELINE 1-9-18-100	NWSW	100.000000%	82.500000%

SECTION 2 TOWNSHIP 18 NORTH, RANGE 100 WEST

WELL NAME	LOCATION	WI	NRI
VER BRUGGE 2	CNE	1.333334%	1.126666%

SECTION 12 TOWNSHIP 18 NORTH, RANGE 100 WEST

WELL NAME	LOCATION	WI	NRI
PIPELINE 12-1-18-100	NWNW	100.000000%	87.500000%
PIPELINE 12-2-18-100	SWNE	100.000000%	87.500000%
PIPELINE 12-3-18-100	SESE	100.000000%	87.500000%
PIPELINE 12-4-18-100	SESW	100.000000%	87.500000%

SECTION 13 TOWNSHIP 18 NORTH, RANGE 100 WEST

WELL NAME	LOCATION	WI	NRI
PIPELINE 13-1-18-100	SWNW	100.000000%	82.500000%

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Exhibit "A"

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Lease Number	Lessor	Township Range Description	County	State	Book/Page
	PIPELINE 13-2-18-100	NENE	100.000000%	82.500000%	
	PIPELINE 13-3-18-100	NESE	100.000000%	82.500000%	
	PIPELINE 13-4R-18-100	SESW	100.000000%	82.500000%	
SECTION 14 TOWNSHIP 18 NORTH, RANGE 100 WEST					
	WELL NAME	**LOCATION**	**WI**	**NRI**	
	WOLF GOV'T #1	NWNW	1.333334%	1.09333%	
SECTION 23 TOWNSHIP 19 NORTH, RANGE 100 WEST					
	WELL NAME	**LOCATION**	**WI**	**NRI**	
	PIPELINE 23-1-19-100	NWNW	100.000000%	82.500000%	
	PIPELINE 23-2-19-100	SWNE	100.000000%	82.500000%	
	PIPELINE 23-3-19-100	NWSE	100.000000%	82.500000%	
	PIPELINE 23-4-19-100	SESW	100.000000%	82.500000%	
	PIPELINE 23-5-19-100	NESW	100.000000%	82.500000%	
SECTION 6 TOWNSHIP 29 NORTH, RANGE 113 WEST					
	WELL NAME	**LOCATION**	**WI**	**NRI**	
	Thompson 6-1-29-113	Lot 5	100.000000%	80.000000%	
	Thompson 6-2-29-113	SWNE	100.000000%	80.000000%	
	Thompson 6-4-29-113	NESW	100.000000%	80.000000%	
SECTION 1 TOWNSHIP 29 NORTH, RANGE 114 WEST					
	WELL NAME	**LOCATION**	**WI**	**NRI**	
	Thompson 1-2-29-114	SENE-1-29N-114W	100.000000%	80.000000%	
	Thompson 1-3-29-114	SWSE-1-29N-114W	100.000000%	80.000000%	
RILEY RIDGE MESA VERDE PA "A"					
	WELL NAME	**LOCATION**	**BPO WI**	**BPO NRI**	
	Riley Ridge PA "A"	T29N-R114W Sec. 04: Lots 2, 3, 4, S2NW, N2SW Sec. 05: Lots 1, 2, 3, S2NE, SENW, NESW, N2SE	99.997448%	79.998016%	

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Exhibit "A"

Attached to and made a part of that certain Mortgage Agreement dated July 2, 2003, by and between Highbridge/Zwirn Special Opportunities Fund, L.P. and Infinity Oil Gas of Wyoming, Inc.

Lease Number	Lessor	Township	Range	Description	County	State	Book/Page
				T30N-R114W Sec. 32: SE, SESW Sec. 33: SW, W2SE 963.63 acres, more or less			
	Riley Ridge Fed 5-2			SWNE-5-29N-114W			
	Riley Ridge Fed 14-33			SWSW-33-30N-114W			
	Riley Ridge Fed 41-5			NENE-5-29N-114W			
	Riley Ridge Fed 44-32			SESE-32-30N-114W			
	Riley Ridge Fed 11-4			NWNW-4-29N-114W			

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308548

RECORDED Dec. 28 2004 10:44 AM
IN BOOK 129 O&G PAGE 258
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by L. Freeman

WHEN RECORDED RETURN TO:
Lewis & Clark Exploration Company
1100 W. Littleton Blvd., Ste. 101
Littleton, CO 80120

Assignment of Overriding Royalty

This Assignment of Overriding Royalty Interest ("Assignment") dated effective January 1, 2005 is from Lewis & Clark Exploration Company, 1100 W. Littleton Blvd., Ste 101, Littleton, CO 80120, as ASSIGNOR, for and in consideration of the sum of TEN DOLLARS ($10.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver unto the following ASSIGNEES a portion of ASSIGNOR'S Overriding royalty interest, as further described, in the following described amounts 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)

ASSIGNEES and the portion of ASSIGNOR'S Overriding Royalty herewith conveyed:
Robert T. Hembre, 4201 Glaze Road, Johnson City, TN 37601
0.20% of eight/eighths (two tenths of one percent);
David E. Hembre, 311 Foreside Road, Falmouth, ME 04105
0.20% of eight/eighths (two tenths of one percent);
Kristine E. Hembre, 33 Friendship Lane, Colorado Springs, CO 80904
0.20% of eight/eighths (two tenths of one percent);
Susan L. (Hembre) McKeen, 230 Vista Del Monte, Los Gatos, CA 95030
0.20% of eight/eighths (two tenths of one percent).

Total Overriding Royalty herewith conveyed to ASSIGNEES being 0.80% of eight/eighths (eight tenths of one percent).

ASSIGNOR acknowledges having received a prior assignment of overriding royalty in the subject leases which is recorded in Book 127 O&G, Page 685 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 ASSIGNEES in the pipelines serving the above-described lease 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 lease.

ASSIGNOR warrants and agrees to defend title, and to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted.

Dated this 23rd day of December, 2004, but effective as of January 1, 2005.

Lewis & Clark Exploration Company

By: Donald R. Hembre
Title: President

STATE of COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 23 day of December, 2004 by Donald R. Hembre, President of Lewis & Clark Exploration Company.

Witness my hand and official seal.

Notary Public

My Commission Expires

02/07/08

ANNALISA JOHNSON NOTARY PUBLIC STATE OF COLORADO

MY COMMISSION EXPIRES 02/07/2008

308628

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

RECORDED Dec. 30 2004 2:58PM
IN BOOK 129 Rec'd PAGE 260
FEES $27.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by L. Freeman

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

DONALD B. ANDERSON LTD., a New Mexico General Partnership, of 6300 S. Syracuse Way, Suite 470, Englewood, Colorado 80111, (hereinafter collectively 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 are hereby acknowledged, does hereby grant, assign, transfer and convey, subject to the terms and provisions herein contained, unto DONALD B. ANDERSON FAMILY LP, a Colorado Limited Partnership, whose address is 6300 S. Syracuse Way, Suite 470, Englewood, Colorado 80111, (hereinafter referred to as "ASSIGNEE") all of Assignor's right, title and interest (including, but not limited to, any working interest and overriding royalty interest) in and to the oil and gas leases and/or minerals interests, described on Exhibit "A", attached hereto and made a part hereof (hereinafter referred to as the "Leases and Mineral Interests").

Assignor does also hereby sell, transfer and convey unto Assignee all of Assignor's right, title, and interest in and to the wells, if any, located on the lands described herein or on lands pooled with the lands described herein and regardless of whether or not all wells are listed herein, set forth on Exhibit "A", attached hereto and made a part hereof (hereinafter referred to as the "Wells"), together with all of Assignor's right, title and interest in and to all personal property, equipment, fixtures, facilities, materials and improvements located upon the lands and used in connection with the Wells.

Assignor and Assignee, in mutual consideration hereof, agree to the following terms and conditions:

1. This Assignment, Conveyance and Bill of Sale is specifically made subject to all royalties, overriding royalties, payments out of production, oil payments and other similar interests, that are of record as of the effective date hereof, if any, and Assignee shall bear and agree to assume the responsibility for any such burdens. Furthermore, this Assignment, Conveyance and Bill of Sale is made subject to all agreements and contractual rights, royalties, easements, rights-of-way, which relate to the Leases and Mineral Interests and Wells, including without limitation, all rights in, to and under or derived from all production sales contracts, operating agreements, farmin and farmout agreements, pooling, unitization or communitization agreements, purchase, exchange and processing contracts and agreements, surface leases, permits and licenses.

3. Assignor makes no warranty, either express, implied or statutory, as to any of the rights, titles or interests hereby conveyed. Furthermore, Assignor EXPRESSLY

DISCLAIMS AND NEGATES ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY AND ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AS TO ALL PERSONAL PROPERTY, EQUIPMENT, FIXTURES, FACILITIES, MATERIALS AND IMPROVEMENTS HEREBY CONVEYED TO ASSIGNEE. The Wells and all such personal property, equipment, fixtures, facilities, materials and improvements are conveyed to Assignee AS IS, WHERE IS, AND WITH ALL FAULTS AND IN ITS PRESENT CONDITION AND STATE OF REPAIR.

4. Separate assignments of the interests from Assignor to Assignee may be executed on officially approved forms and in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, rights, titles, power and privileges set forth therein 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 interests conveyed herein.

This Assignment, Conveyance and Bill of Sale and all rights and covenants in connection herewith shall be binding upon the parties hereto, their respective heirs, successors, and assigns, and the covenants hereof shall run with the interests and lands herein described.

IN WITNESS WHEREOF, this Assignment, Conveyance and Bill of Sale is executed and delivered this 21st day of December, 2004.

ASSIGNOR:

DONALD B. ANDERSON LTD.

Donald B. Anderson, General Partner

ASSIGNEE:

DONALD B. ANDERSON FAMILY LP

Donald B. Anderson, General Partner

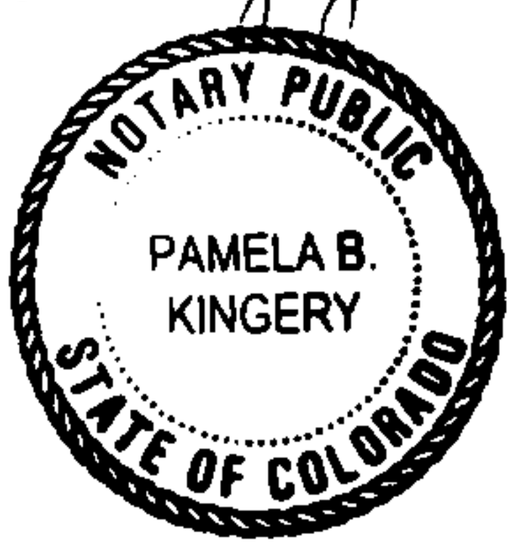
STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

On this 21st of December, 2004, before me, a Notary Public in and for said State and County, personally appeared Donald B. Anderson, known to me to be the General Partner of **Donald B. Anderson Ltd.**, a New Mexico General Partnership, that executed the above instrument or the person who executed the instrument on behalf of said partnership and acknowledged to me that such partnership executed the same.

Pamela B Kingery
Notary Public

My commission expires:

October 13, 2008



STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

On this 21st of December, 2004, before me, a Notary Public in and for said State and County, personally appeared Donald B. Anderson, known to me to be the General Partner of **Donald B. Anderson Family LP**, a Colorado Limited Partnership, that executed the above instrument or the person who executed the instrument on behalf of said partnership and acknowledged to me that such partnership executed the same.

Pamela B Kingery
Notary Public

My commission expires:

October 13, 2008

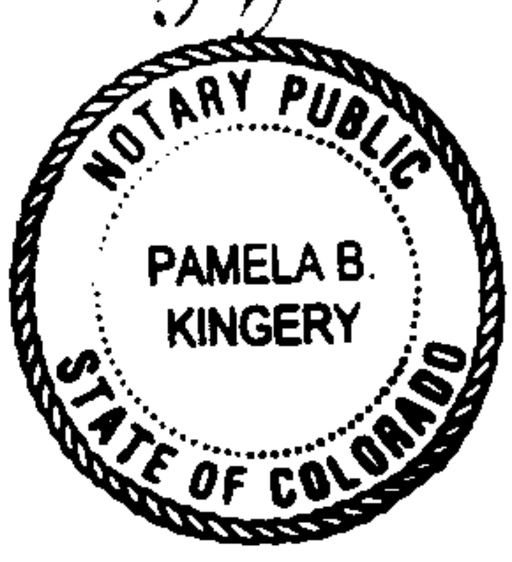


EXHIBIT "A"
SUBLETTE COUNTY, WYOMING

(Attached to and forming a part of the Assignment, Conveyance and Bill of Sale from Donald B. Anderson Ltd. to Donald B. Anderson Family LP, dated as of the 21st day of December, 2004)

LEASE NUMBER STATE/FED LSE#	LESSOR NAME LESSEE NAME	EFF. DATE EXPIRE DATE	BOOK/PAGE REGISTRY	GROSS ACRES	COUNTY / STATE LEGAL DESCRIPTION
PROSPECT 00075	**DBA, LTD INVENTORY**				
00075-U-9111-00 WYW-136333	WYW-136333-USA/BLM DONALD B. ANDERSON LTD.	5/1/1995 4/30/2005		239.41	SUBLETTE COUNTY, WYOMING TOWNSHIP 29 NORTH, RANGE 111 WEST, 6th P.M. Section 18: Lots 3, 4, E/2SW/4, SW/4SE/4, TRACTS 41,42,43,53,54,59
00075-U-9112-00 WYW-136334	WYW-136334-USA/BLM DONALD B. ANDERSON LTD.	5/1/1995 4/30/2005		360.00	SUBLETTE COUNTY, WYOMING TOWNSHIP 29 NORTH, RANGE 111 WEST, 6th P.M. Section 20: W/2, SW/4SE/4
PROSPECT 00127	**GILBERTSON**				
00127-F-01AC-00	THOMAS A. GILBERTSON, a married man dealing in sole and separate property. DONALD B. ANDERSON LTD.	3/31/2001 Extended	119 / 034 285270	685.45	SUBLETTE COUNTY, WYOMING TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P.M. SECTION 11: SW/4NW/4, NW/4SW/4, SE/4SW/4, S/2SE/4 LESS AND EXCEPT: ALL THAT PART OF THE SW/4NW/4 LYING WITHIN THE BOUNDARIES OF A METES AND BOUNDS DESCRIPTION, MORE PARTICULARLY DESCRIBED IN BOOK 27 OF DEEDS, AT PAGE 310, 32.386 ACRES, MORE OR LESS. LESS AND EXCEPT: PART OF THE SW/4NW/4, 2.168 ACRES, MORE OR LESS. SECTION 12: S/2SW/4, SW/4SE/4 SECTION 13: W/2NE/4, NW/4, N/2SW/4 SECTION 14: N/2NE/4
ABOVE DESCRIBE LEASE IS SUBJECT TO FOLLOWING EXTENSION OF LEASE:					
EXTENSION OF OIL AND LEASE	THOMAS A. GILBERTSON, a married man dealing in sole and separate property. DONALD B. ANDERSON LTD.	2/27/2004	126/327 302687		
00127-U-0100-00 WYW-144147	WYW-144147-USA/BLM DONALD B. ANDERSON LTD.	2/1/1998 1/31/2008		440.00	SUBLETTE COUNTY, WYOMING TOWNSHIP 29 NORTH, RANGE 112 WEST, 6th P.M. Section 14: W/2NW/4, SE/4NW/4, S/2
PROSPECT 00137	**GREATER RUBEN**				
00137-F-0100-00	ROCK SPRINGS NATIONAL BANK, SUCCESSOR TRUSTEE OF FEAR FAMILY TRUST GUNDRY-WHITE PROPERTIES, LLC	3/12/2001 3/11/2006	117O&G / 420 283493	720.00	SUBLETTE COUNTY, WYOMING TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P.M. SEC. 11: NENE, S2NE, SENW, NESW, N2SE SEC. 12: NW, N2SW, W2NE, N2SE, SESE

EXHIBIT "A"
SUBLETTE COUNTY, WYOMING

(Attached to and forming a part of the Assignment, Conveyance and Bill of Sale from Donald B. Anderson Ltd. to Donald B. Anderson Family LP, dated as of the 21st day of December, 2004)

LEASE NUMBER STATE/FED LSE#	LESSOR NAME LESSEE NAME	EFF. DATE EXPIRE DATE	BOOK/PAGE REGISTRY	GROSS ACRES	COUNTY / STATE LEGAL DESCRIPTION
00137-F-0200-00	MATTHEW D. MILLER, ET AL. GUNDRY-WHITE PROPERTIES, LLC	8/7/2001 8/6/2006	119O&G / 244 286137	200.00	SUBLETTE COUNTY, WYOMING TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P.M. SEC. 11: NWNE, N2NW SEC. 12: E2NE
PROSPECT 00146	GREATER BIRD CANYON				
00146-F-0100-00	ROCK SPRINGS NATIONAL BANK, SUCCESSOR TRUSTEE OF FEAR FAMILY TRUST GUNDRY-WHITE PROPERTIES, LLC	3/12/2001 3/11/2006	117O&G / 422 283494	479.36	SUBLETTE COUNTY, WYOMING TOWNSHIP 29 NORTH, RANGE 111 WEST, 6th P.M. SEC. 18: LOTS 1(39.68), 2(39.68), E2NW, NE, N2SE TOWNSHIP 29 NORTH, RANGE 112 WEST, 6TH P.M. SEC. 13: E2NE
00146-F-0200-00	ROCK SPRINGS NATIONAL BANK, SUCCESSOR TRUSTEE OF FEAR FAMILY TRUST GUNDRY-WHITE PROPERTIES, LLC	3/12/2001 3/11/2006	117O&G / 426 283496	440.00	SUBLETTE COUNTY, WYOMING TOWNSHIP 29 NORTH, RANGE 111 WEST, 6th P.M. SEC. 17: N2, N2SW, NESE
00146-F-0300-00	PALMER, AVIS GUNDRY-WHITE PROPERTIES, LLC	4/10/2001 4/9/2006	118O&G / 141 284202	400.00	SUBLETTE COUNTY, WYOMING TOWNSHIP 29 NORTH, RANGE 111 WEST, 6th P.M. SEC. 17: NWSE, S2SE SEC. 20: NE, NWSE, E2SE
00146-U-0100-00 WYW-152767	WYW-152767-USA/BLM GRAY-CULLEN, VIKKI	5/1/2001 4/30/2011		639.07	SUBLETTE COUNTY, WYOMING TOWNSHIP 29 NORTH, RANGE 111 WEST, 6th P.M. SEC. 19: LOTS 1(39.71), 2(39.75), 3(39.79), 4(39.82), E/2, E/2W/2

THIS ASSIGNMENT, CONVEYANCE AND BILL OF SALE IS MADE SUBJECT TO THE LETTER AGREEMENT AND JOINT OPERATING AGREEMENT DATED JULY 2, 2002 BY AND BETWEEN BERCO RESOURCES, LLC, AS OPERATOR, AND DONALD B. ANDERSON LTD., AS NON-OPERATOR.

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Form 3107 11
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

4210

Serial No.
WYW118156

OFFER TO LEASE AND LEASE FOR OIL AND GAS

The undersigned *(reverse)* offers to lease all or any of the lands in Item 2 that are available for lease pursuant to the Mineral Leasing Act of 1920, as amended and supplemented (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands of 1947, as amended (30 U.S.C. 351-359), the Attorney General's Opinion of April 2, 1941 (40 Op. Atty. Gen. 41), or the

308650

READ INSTRUCTIONS BEFORE COMPLETING

1. Name ONAGER ENTERPRISES
Street Contract Station 6, P.O. Box 117, 1525 Sherman Street
City, State, Zip Code Denver, Colorado 80203

RECORDED Sec 3 05 24 89
IN BOOK 129 Misc PAGE 265
FEES $ 20 CLERK
SUBLETTE COUNTY, STATE OF WYOMING
By L. Thelman

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)
Surface managing agency if other than BLM: _____ Unit/Project _____
Legal description of land requested: *Parcel No.: WY-8910-708 *Sale Date (m/d/y): 10 / 03 / 89
*SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.
T. 30 North R. 108 West Meridian 6th P.M. State Wyoming County Sublette

Section 17: SW¼, N½SE¼, SW¼SE¼
Section 18: Lots 1, 2, 3, 4, W½NE¼, SE¼NE¼, E½W½, SE¼
Section 20: All
Section 21: All

T.31 North, R. 108 West, 6th P.M.

Section 35: W½NE¼, E½W½, SE¼

Amount remitted: Filing fee $ 75.00 Rental fee $ 3750.00 Total acres applied for 2499.800
Total $ 3825.00

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T.	R.	Meridian	State	County

SEE ATTACHED

Total acres in lease _____
Rental retained $ _____

This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas *(except helium)* in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

☒ Noncompetitive lease (ten years)

☐ Competitive lease (five years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Theresa M. Stevens
ACTING (Signing Officer)
SUPERVISORY LAND LAW EXAMINER (Title)
NOV 06 1989 (Date)

EFFECTIVE DATE OF LEASE DEC 01 1989

(Continued on reverse)

FOR LESSEE

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4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect in either public domain or acquired lands do not exceed 246,080 acres in Federal oil and gas leases in the same State, of which not more than 200,000 acres are held under option, or 300,000 acres in leases and 200,000 acres in options in either leasing District in Alaska; (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments. 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Duly executed this 4th day of October, 19 89.

ONAGER ENTERPRISES

John F. Kelly

(Signature of Lessee or Attorney-in-fact)

John F. Kelly, Attorney-In-Fact for Onager Enterprises

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease, $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for primary term; thereafter $2.00;
(c) Other, see attachment, or
as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or
as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lessee operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

GOVERNMENT PRINTING OFFICE 1988 - 201 964 - 615/86760

[redacted] [redacted] [redacted]

WYW118156 2499.800 Acres
T.0300N, R.1080W, 06th PM, WY
sec. 017 SW,N2SE,SWSE;
018 lots 1-4;
018 W2NE,SENE,E2W2,SE;
020 ALL;
021 ALL;
T.0310N, R.1080W, 06th PM, WY
sec. 035 W2NE,E2W2,SE;
Sublette County

WYW118156

1. SURFACE DISTURBANCE STIPULATION (used on all leases)

Surface disturbance will be prohibited in any of the following areas or conditions. Modifications to this limitation may be approved in writing by the Authorized Officer.

a. Slopes in excess of 25 percent.

b. Within important scenic areas (Class I and II Visual Resource Management areas).

c. Within 500 feet of surface water and/or riparian areas.

d. Within a quarter mile or visual horizon (whichever is closer) of significant sites along historic trails.

e. Construction with frozen material or during periods when the soil material is saturated, frozen, or when watershed damage is likely to occur.

GUIDANCE:

The SURFACE DISTURBANCE STIPULATION will be included on all BLM authorizations. The intent of this stipulation is to inform interested parties (potential lessees, permittees, operators) that, when one or more of the five (a through e) environmental conditions exist, surface disturbing activities will be prohibited unless or until the permittee or his designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water). "Significant sites along historic trails," refer to those trail segments and sites which have been enrolled in or are eligible for enrollment in the National Register of Historic Places. These decisions, where possible, should be documented in the land use planning documents.

Modification or waiver of this stipulation must allow for additional requirements to be applied on a site specific basis, if necessary to mitigate the impacts of concern. Waiver of this stipulation must be based upon demonstration, through environmental analysis, plans of development, plans of operation, Application for Permit to Drill (APD) processing, etc., that the adverse affects will be mitigated or avoided.

[redacted] [redacted] [redacted]

NOTICE TO LESSEE

Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201 (a)(2)(A), requires that any entity that holds and has held a Federal coal lease for 10 years beginning on or after August 4, 1976, and who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other mineral lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.

In accordance with the terms of this oil and gas lease, with respect to compliance by the initial lessee with qualifications concerning Federal coal lease holdings, all assignees and transferees are hereby notified that this oil and gas lease is subject to cancellation if: (1) the initial lessee as assignor or as transferor has falsely certified compliance with Section 2(a)(2)(A) or (2) because of a denial or disapproval by a State Office of a pending coal action, i.e., arms-length assignment, relinquishment, or logical mining unit, the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A). The assignee, sublessee, or transferee does not qualify as a bona fide purchaser and, thus, has no rights to bona fide purchaser protection in the event of cancellation of this lease due to noncompliance with Section 2(a)(2)(A).

Information regarding assignor, sublessor, or transferor compliance with Section 2(a)(2)(A) is contained in the lease case file as well as in other Bureau of Land Management records available through the State Office issuing this lease.

Form 3000-3
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

308651

RECORDED Jan 3 2005 240 P.M.
IN BOOK 139 Misc B PAGE 270
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, 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.
W-118156

Lease Effective Date
(Anniversary Date)
~~11-06-89~~ 12-01-89

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* — CNG PRODUCING COMPANY — 100%
   Street — 1450 Poydras Street
   City, State, ZIP Code — New Orleans, LA 70112

Amended Lease

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North - Range 108 West Sec 17 SW, N/2SE, SWSE 18 Lots 1, 2, 3, 4, W/2NE, SENE, E/2W/2, SE 20 All 21 All Township 31 North - Range 108 West Sec 35 W/2NE, E/2W/2, SE 2,499.80 acres Sublette County, Wyoming	100%	100%	0	0	0

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☑ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective AUG 1 1990

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

/s/ BEVERLY J. POTEET
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

SEP 13 1990
(Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in 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 [illegible] day of [illegible], 19 90

Name of Assignor as shown on current lease ONAGER ENTERPRISES
Please type or print

Assignor _____
(Signature)
or
Attorney-in-fact _____
(Signature)
[illegible]
(Assignor's Address)
[illegible]
(State) (Zip Code)

Executed this 18 day of June, 19 90

CNG PRODUCING COMPANY

Assignee _____
(Signature)
or
Attorney-in-fact _____
Gordon L. Wogan (Signature)
Agent & Attorney-in-fact

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.

272

Form 3( )0-3
(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

Lease Serial No.
W-118156

Lease Effective Date
(Anniversary Date)
12/1/89

New Serial No.

98 DEC 30 AM 9:00

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

Type or print plainly in ink and sign in ink.

FILED
IN BOOK 129 of Ll PAGE 272
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING

PART A: ASSIGNMENT

1. Assignee*
Street
City, State, ZIP Code

ULTRA RESOURCES, INC.
304 INVERNESS WAY SOUTH, SUITE 295
ENGLEWOOD, CO 80112

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

308659

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 108 West Section 17: SW/4, N/2SE/4, SW/4SE/4 Section 18: Lots 1, 2, 3, 4, W/2NE/4, SE/4NE/4, E/2W/2, SE/4 Section 20: All Section 21: All Township 31 North, Range 108 West Section 35: W/2NE/4, E/2W/2, SE/4 2,499.80 acres Sublette County, WY	100%	100%	-0-	-0-	-0-

FOR BLM USE ONLY-DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective APR 1 1998

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

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

LAND LAW EXAMINER
(Title)

APR 20 1998
(Date)

WY-1238
1318

FOR ASSIGNEE

[redacted] [redacted] [redacted]

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

Assignment approved as to the following legal description:

T. 30 N., R. 108 W., 6th PM. WY
Sec 17: SW. N2SE. SWSE
18: Lots 1-4. W2NE. SENE. E2W2. SE
20: All
21: All 2099.80 Acres

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; © 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 tire Mineral Leasing Act.

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

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

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

Executed this 25th day of MARCH, 1998

Name of Assignor as shown on current lease ULTRA PETROLEUM (USA), INC.
Please type or print

Assignor BY: Charlotte Kauffman
(Signature)
or Charlotte Kauffman, General Counsel
Attorney-in-fact _____
(Signature)

1112 Bonnie Brae
(Assignor's Address)

Casper, Wyoming 82601
(City) (State) Zip Code)

Executed this 25th day of MARCH, 1998

ULTRA RESOURCES, INC.

Assignee BY: [signature]
(Signature)
or R. G. Albertus, President
Attorney-in-fact _____
(Signature)

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

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

☆ U.S. GPO: 1996-774-004/41005

RECORDED Jan. 4 1985 2:32 PM
IN BOOK 129 Q+R PAGE 274
FEES $ 53.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

#81856

CONVEYANCE AND AGREEMENT

308670

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THIS CONVEYANCE from SUN OPERATING LIMITED PARTNERSHIP by SUN EXPLORATION AND PRODUCTION COMPANY, its Managing General Partner, and SUN EXPLORATION AND PRODUCTION COMPANY (herein collectively called "Sun"), to DOYLE HARTMAN, JAMES A. DAVIDSON, MICHAEL L. KLEIN and JOHN H. HENDRIX CORPORATION, a Texas corporation, (herein called "Hartman", whether one or more) and AGREEMENT by and between Sun and Hartman in connection therewith, which is delivered and effective at 7:00 A.M. local time at the location of the Subject Interests (as hereinafter defined), respectively, on January 2, 1986 (the "Effective Date");

W I T N E S S E T H:

Sun for the amount of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and provisions hereof, by these presents does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER unto Hartman all of Sun's right, title and interest in and to the following:

A. The oil, gas and other mineral leases, interests, rights and properties which are specifically described in Schedule A (hereinafter called "Subject Interests") attached hereto and made A PART HEREOF FOR ALL PURPOSES INCLUDING ALL EXTENSIONS AND RENEWALS THEREOF: SUBJECT (to the extent and only to the extent that the same are valid and subsisting) to all restrictions, exceptions, reservations, conditions, limitations, interests, burdens, contracts, agreements, instruments and other matters (including, but not limited to, oil and gas sales, purchase, exchange and processing contracts, operating agreements and pooling, unitization or communitization agreements, declarations and orders and other contracts, agreements and instruments), which relate to any of such properties, including, without limitation, all such matters, if any, as set forth in the specific descriptions of such properties in Schedule A; provided, however, that the parties hereto recognize that certain interests in such properties may have expired or been released, and that Sun, and its predecessors in interest, have, from time to time, conveyed all or portions of their interests in certain

SEP 25 1990

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of the specific oil, gas and other mineral interests, rights and properties described in Schedule A hereto as the same is reflected of record in the counties where such properties are located, and it is recognized that to the extent that Sun or its predecessors in interest have heretofore conveyed all or a portion of their interests in said properties that it is not intended by this instrument that those interests be conveyed to Hartman;

B. All right, title and interest of Sun derived from all presently existing and valid oil, gas or mineral unitization, pooling, operating and communitization agreements, declarations and orders, and in and to the properties covered and the units created thereby (including all units formed under orders, regulations, rules or other official acts of any federal, state or other governmental agency having jurisdiction), which relate to any of the properties specifically described in Schedule A. All rights, titles, and interests of Sun derived from all farmouts made to third parties including, but not limited to, overrides and contingent working interests which relate to any of the properties specifically described in Schedule A;

C. All presently existing and valid oil and gas sales, purchase, exchange and processing contracts, casinghead gas contracts, operating agreements, joint venture agreements, tax partnerships, and other contracts, agreements and instruments which relate to any of the properties specifically described in Schedule A;

D. All personal property, improvements, lease and well equipment, permits and licenses (including, but not by way of limitation, any wells, tanks, boilers, buildings, fixtures, machinery, injection facilities, saltwater disposal facilities, compression facilities and other equipment gathering systems, power lines, telephone and telegraph lines, roads and other appurtenances), and all easements, servitudes, rights-of-way, surface leases and other surface rights, including but not limited to those easements, servitudes, rights-of-way, surface leases and other surface rights specifically described in Schedule A, which are now being used in connection with the exploration, development, operation or maintenance of the lands or properties specifically

described in Schedule A, or any unit or units in which part or parts of such lands or properties may be included, or being used in connection with the production, treating, storing, transportation or marketing of oil, gas and other minerals produced from or allocated to such lands or properties or such unit or units (herein called the Appurtenant Interests);

E. Without limitation of the foregoing, all of Sun's right, title, interest and estate of every nature and description in and to the lands specifically described in Schedule A or included in any unit including any of Sun's interest in any such lease or land specifically described in Schedule A, even though Sun's interests therein be incorrectly described in, or description of such interests be omitted from Schedule A; and

F. Notwithstanding anything herein to the contrary, it is expressly recognized and agreed by and between Sun and Hartman that this Conveyance is intended to, and does, convey only those interests described in Paragraphs A through E herein in the properties and interests described in Schedule A which are subject to two certain agreements, one being that certain Agreement by and between Texas Pacific Coal and Oil Company and the Woodson Oil Company dated November 8, 1961, and one being that certain Agreement by and between Joseph E. Seagrams & Sons Company and The Prudential Insurance Company dated April 1, 1966, which interests, among others, were obtained by Sun from Texas Pacific Coal and Oil Company, et al, by that certain Conveyance dated August 29, 1980. Recording information for all of the above is reflected in Schedule B attached hereto. It is further recognized that certain of such properties are subject to preferential right to purchase and/or consent to transfer provisions, and that the properties subject to such provisions are not conveyed by this Conveyance. As to such of those properties where the holders of such rights, subsequently waive or release the same, they will be conveyed to Hartman by Conveyance in the same form as this instrument. It is further stipulated and agreed that this Conveyance is intended only to convey such of the aforementioned interests as Sun presently holds and which have not heretofore been conveyed to third parties by Sun or its predecessors in title.

TO HAVE AND TO HOLD said subject interests and appurtenant interests, together with said rights, titles, powers, interests and other matters, unto Hartman, their heirs, personal representatives, successors and assigns, forever, subject only to the terms, conditions, reservations, exceptions and exclusions which are set forth herein, and on Schedule A, and all required third party or lessor consents and preferential purchase rights whether or not the same are reflected of record.

It is further agreed by and between Sun and Hartman as follows:

1. As to the term "minerals" as used herein, and without in any wise limiting or expanding the substances which would otherwise be included in "minerals", as such term is understood and construed as of the date hereof, it is expressly stipulated and understood that such term is intended and shall be construed to include coal, lignite, carbon dioxide, helium, nitrogen and uranium (regardless of the method utilized in mining and producing any of such substances). The term "oil, gas and other mineral interests" as used herein, without in any wise limiting the meaning of such term as the same is understood and construed as of the date hereof, shall be construed to mean and include oil, gas and other mineral interests and rights.

2. It is hereby expressly agreed and understood that it is the intent of Hartman and Sun that Sun herein conveys, and Hartman herein acquires and accepts, without limitation, all powers, privileges, expressed and/or implied warranties, causes of action, choses in action, rights and privileges attributable to actions of state and federal administrative agencies, and other rights which have now accrued, or may at some time in the future accrue to Sun, attributable to the subject interests. It is further agreed that Hartman may litigate or cause to be litigated any cause of action now accrued, or at some time in the future accruing to Hartman which arises out of, results from or relates to facts, circumstances, or transactions which have occurred prior to, or occur subsequent to the effective date hereof, irrespective of whether the parties have knowledge of such prior facts, circumstances or transactions as of the effective date; provided, however, that it is intended by this paragraph that Sun is conveying to Hartman only those causes of action, choses in action, powers, privileges, expressed and/or

implied warranties, rights and privileges and other rights which Sun actually has, subject to all defenses that may exist to said rights, causes of action, choses in action, etc., and provided further that Hartman agrees, by reason of any litigation, demand, or other attempt to enforce any cause of action or choses in action arising by virtue of Sun's ownership of the interests conveyed herein, to indemnify and hold harmless Sun from any counterclaims, cross-claims, third party claims, and any claims for indemnification or contribution that may arise by reason of the attempt to enforce any claim or claims, except as the same may apply to the negligence, gross negligence or contractual violations on the part of Sun.

3. Sun agrees to hold Hartman harmless from, and to indemnify them for, any amounts which they may be required to refund to any third party resulting from the collection of any wellhead price for the natural gas or crude oil produced from the subject interests, prior to the effective date of this Conveyance, which were in violation of any federal or state natural gas or crude oil wellhead pricing statutes or regulations now in effect, or which may have been effective in the past.

4. To the extent permitted by applicable law in the respective states in which the Subject Interests are located, this Conveyance and Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

5. This Conveyance and Agreement is made without any covenant or representation of title or warranty of title of any kind, statutory, expressed or implied, and without any recourse against Sun in the event of any failure of title to the Subject Interests or any part thereof, not even for the return of the consideration paid therefor, but is made with full substitution and subrogation of Hartman in and to all covenants and warranties by others heretofore given or made with respect to the Subject Interests or any part thereof. EXCEPT THAT Sun represents and warrants that:

a. The Subject Interests are conveyed to Hartman free and clear of the "PPA and NPA Retained Interests" excepted and reserved by Texas Pacific Oil Company, Inc. in that certain Conveyance and Agreement from Texas Pacific Oil Company, Inc. to Sun Oil Company (Delaware) dated August 28, 1980, except Sun shall

expressly indemnify and hold harmless the Hartman group from any claim thereto by Texas Pacific Oil Company, Inc., its successors and assigns.

b. That Sun has not sold or otherwise disposed of any part of the Subject Interests since January 1, 1985.

c. That Sun has not caused to be amended or modified any gas sales contracts, operating agreements or other agreements covering or affecting the Subject Interests, whether such contracts or agreements are specifically described on Schedule A, except those specifically known to Hartman or their agents as of the date of this Assignment.

Sun and Hartman agree that, to the extent required by the applicable law to be operative, the disclaimers of certain warranties contained in this paragraph are "conspicuous" disclaimers for the purposes of any applicable law, rule or order. WITHOUT LIMITATION OF THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, ASSIGNOR HEREBY (i) EXPRESSLY DISCLAIMS AND NEGATES, ANY REPRESENTATION OR WARRANTY, EXPRESSED, IMPLIED, AT COMMON LAW, BY CODE (OR OTHERWISE), BY STATUTE, OR OTHERWISE RELATING TO (A) THE CONDITION OF THE INTERESTS (INCLUDING WITHOUT LIMITATION, ANY IMPLIED OR EXPRESSED WARRANTY OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF SEAWORTHINESS, OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS), (B) ANY INFRINGEMENT BY ASSIGNORS OR ANY OF ITS AFFILIATES OR ANY PATENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY; AND (ii) NEGATES ANY RIGHTS OF ASSIGNEE UNDER STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, WHETHER KNOWN OR UNKNOWN AS OF THE EFFECTIVE TIME, IT BEING THE INTENTION OF ASSIGNOR AND ASSIGNEE THAT THE INTERESTS ARE TO BE CONVEYED "AS IS, WHERE IS" AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTION AS IT DEEMS APPROPRIATE. ASSIGNEE EXPRESSLY WAIVES THE PROVISIONS OF CHAPTER 17, SUBCHAPTER E, SECTIONS 17.41 THROUGH 17.63, INCLUSIVE (OTHER THAN SECTION 17.55A, WHICH IS NOT WAIVED), TEXAS BUSINESS & COMMERCE CODE (THE "ACT"). ASSIGNEE, TO THE FULLEST EXTENT IT LAWFULLY MAY, ALSO HEREBY WAIVES THE PROVISIONS OF ANY STATUTES OR ANY COMMON LAW IN ANY OTHER STATES WHERE THE INTERESTS ARE LOCATED WHICH ARE SIMILAR TO THE ACT IN THEIR PROVISIONS, SCOPE, NATURE OR INTENT.

6. All notices and statements required or permitted to be given hereunder shall be deemed to have been properly delivered if and when deposited in the United States mail or sent by Western Union telegram, charges prepaid, and properly addressed to the party entitled thereto at the addresses given below:

If to Sun

Sun Exploration and Production Company
P. O. Box 2880
Dallas, Texas 75221-2880

If to Hartman

Doyle Hartman
P. O. Box 10426
Midland, Texas 79702; and

John H. Hendrix Corporation
525 Midland Tower Building
Midland, Texas 79701

Either party may specify as its proper address any other post office address within the continental limits of the United States by giving to the other party at least fifteen (15) days' written notice thereof, delivered in the same manner as other notices.

The terms, covenants and conditions contained herein shall be deemed to be covenants running with the lands covered by the Subject Interests, and all such provisions herein shall inure to the benefit of and be binding upon the respective heirs, successors and assigns of Sun and Hartman, and all references herein to Sun or Hartman shall include their respective heirs, personal representatives, successors and assigns.

This Conveyance and Agreement is being executed in multiple originals, all of which are identical, except that, to facilitate recordation, certain counterparts hereof contain only that portion, if any of Schedule A which contain specific descriptions of Subject Interests located in the recording jurisdiction where that counterpart is to be recorded are included, and other portions of Schedule A are included by reference only. All of such counterparts together constitute but one and the same instrument. Complete copies of this Conveyance and Agreement containing the entire Schedule A have been retained by Sun and Hartman and have been recorded in Lea County, New Mexico.

IN WITNESS WHEREOF, this Conveyance and Agreement has been executed by Sun and Hartman on the dates of their respective acknowledgements hereof,

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672 but is delivered effective as to the runs of and deliveries

of gas and for all other purposes on the Effective Date. BOOK 980 PAGE 83 143

#81856

BOOK 922 PAGE 537

ATTEST:

Margorie J. Jowell
Secretary

SUN OPERATING LIMITED PARTNERSHIP

BY SUN EXPLORATION AND PRODUCTION COMPANY, its Managing General Partner

By Thomas W. Lynch
Thomas W. Lynch, Vice President

ATTEST:

Margorie J. Jowell
Secretary

SUN EXPLORATION AND PRODUCTION COMPANY

By Thomas W. Lynch
Thomas W. Lynch, Vice President

Doyle Hartman

Margaret Hartman

James A. Davidson

Michael L. Klein

Jeanne Klein, by Michael L. Klein as Attorney-in-Fact for Jeanne Klein

ATTEST:

Secretary

JOHN H. HENDRIX CORPORATION

By
John H. Hendrix

THE STATE OF TEXAS)(
)(ss.
COUNTY OF DALLAS)(

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Thomas W. Lynch, Vice President of Sun Exploration and Production Company, Managing General Partner of Sun Operating Limited Partnership, a limited partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Sun Operating Limited Partnership and that he executed the same as the act of such limited partnership for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE This the 31st day of December, 1985.

Notary Public, State of Texas

JAN S. LITTLE
Notary Public in & for the State of Texas
My Commission Expires 7/11/89

2LG1/HARTMAN CONVEYANCE - (8)

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THE STATE OF TEXAS)(
)(ss.
COUNTY OF DALLAS)(

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Thomas W. Lynch, Vice President of Sun Exploration and Production Company, a Delaware Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Sun Exploration and Production Company, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE This the 31st day of December, 1985.

Jan S. Little
Notary Public, State of Texas

JAN S. LITTLE
Notary Public in & for the State of Texas
My Commission Expires 7/11/89

THE STATE OF TEXAS)(
)(ss.
COUNTY OF Midland)(

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Doyle Hartman and Margaret Hartman, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of January, ~~1985.~~ 1986

Michelle Hembree
My Commission Expires
1-5-89

Michelle Hembree
Notary Public, State of Texas

THE STATE OF TEXAS)(
)(ss.
COUNTY OF Midland)(

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8th day of January, ~~1985.~~ 1986

Michelle Hembree
My Commission Expires
1-5-89

Michelle Hembree
Notary Public, State of Texas

THE STATE OF TEXAS)(
)(ss.
COUNTY OF _____)(

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Michael L. Klein and Jeanne Klein, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 1985.

Notary Public, State of Texas

2LG1/HARTMAN CONVEYANCE - (9)

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THE STATE OF TEXAS)(
)(ss.
COUNTY OF Midland)(

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared John H. Hendrix, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said John H. Hendrix Corporation, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13th day of January, 1986.

Notary Public, State of Texas

THE STATE OF TEXAS)(
)(ss.
COUNTY OF MIDLAND)(

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Michael L. Klein, Individually and as Attorney-in-Fact for Jeanne Klein, his wife, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2nd day of January, 1986.

Charlotte M. Larson
Notary Public, State of Texas

CHARLOTTE M. LARSON NOTARY PUBLIC
STATE OF TEXAS
MY COMMISSION EXPIRES: 8-2-89

At Okemah, Okfuskee County, Oklahoma
I hereby certify that this instrument
was filed for record at ... on
JUL 31 1986
At 8:00 o'clock A. M. and duly
recorded in Book 2-E on Page 165
BARBARA L. FOX, County Clerk
By Teresa Stone Deputy

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2LG1/HARTMAN CONVEYANCE - (10)

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EXHIBIT "A"

SUBLETTE COUNTY, WYOMING

OIL AND GAS LEASES—PRODUCING

I. LEASEHOLD INTERESTS

A 5% net profits interest in the Pinedale Unit, created by the Pinedale Unit Agreement dated April 1, 1954, by and between El Paso Natural Gas Company, as Operator, and Continental Oil Company et al, as Non-Operators, which net profits interest is created by a certain Net Profits Contract dated April 1, 1954, by and between Malco Refineries, Inc., El Paso Natural Gas Company, Continental Oil Company, and Novi Oil Company, both the Pinedale Unit Agreement and the Net Profits Contract being filed in the Office of the Bureau of Land Management, Cheyenne, Wyoming; reference being hereby made to the Pinedale Unit Agreement, and to the record thereof in the Bureau of Land Management, Cheyenne, Wyoming, for all purposes, including a description of the leases subject thereto and the lands covered thereby, and reference being hereby made to said Net Profits Contract and to the record thereof in the Bureau of Land Management, Cheyenne, Wyoming, for all purposes.

II. PRODUCTION PAYMENT INTEREST

That certain production payment in the original principal amount of Two Million Five Hundred Thousand Dollars ($2,500,000.00), more fully described in a conveyance from Woodson Oil Company, Novi Oil Company and Novi Gas Company, as Grantors, to David C. Bintliff, as Grantee, dated April 11, 1957, recorded in Vol. 16, Page 453, Oil & Gas Lease Records of Sublette County, Wyoming, payable out of certain percentages of production from the properties described above in this Exhibit "A" and other properties, described in such conveyance, located in other counties and states, which production payment was reacquired by Woodson Oil Company by conveyance effective as of January 1, 1958.

EXHIBIT "B"

SUBLETTE COUNTY, WYOMING
OIL AND GAS LEASES—NON-PRODUCING

All recordation references in this Exhibit are references to the Oil and Gas Records of Sublette County, Wyoming, and all lands described are in Sublette County, Wyoming.

I. LEASEHOLD INTERESTS

* Lease No.: 71-1A

Date	Lessor	Lessee	Recorded Book	Recorded Page
12- 6-52	R. W. Lozier et ux	T. G. Dorough	5	29

The above described lease covers the entire mineral interest in 434.46 acres described as follows:

Section 5: Lots 1, 2, 3, 5, 6, 7, 8, 9, and 13; SW/4 NE/4; SE/4 NW/4;

Section 6: Lot 9;

Section 8: NW/4 NW/4;

T-31-N, R-108-W, 6th P. M.;

said lease being subject, however, to the following:

ORR: 4.375%.

Net Profits Contract dated April 1, 1954, between Malco Refineries, Inc., El Paso Natural Gas Company, Continental Oil Company and Novi Oil Company.

Working Interest: None — Net Interest: 5% Net Profits Interest

II. PRODUCTION PAYMENT INTEREST

That certain production payment in the original principal amount of Two Million Five Hundred Thousand Dollars ($2,500,000.00), more fully described in a conveyance from Woodson Oil Company, Novi Oil Company and Novi Gas Company, as Grantors, to David C. Bintliff, as Grantee, dated April 11, 1957, recorded, among other places, in Vol. 16, Page 463, Oil and Gas Lease Records, Sublette County, Wyoming, payable out of certain percentages of production from the properties described above in this Exhibit "B" and other properties, described in such conveyance, located in other counties and states, which production payment has been reacquired by Woodson Oil Company by conveyance effective as of January 1, 1958.

FILED: November 13 1961 at 8:55 a.m.

RECORDED: November 24 1961 at 4:00 p.m.

Don Chandler
County Clerk, Throckmorton Co., Texas
By B. Hill Deputy

SCHEDULE A

Attached to and made a part of Conveyance and Agreement between Sun and Doyle Hartman et al, dated January 2, 1986. (Jal-Olsen Properties)

* Properties identified by this symbol have previously been conveyed in whole or in part by Sun or its predecessors in title to a third party, or have been surrendered or abandoned as to all or a portion thereof.

**Properties identified by this symbol are subject to obligation to obtain a consent to assign or to a preferential right to purchase, and are not assigned or conveyed by the Conveyance and Agreement to which this schedule is attached.

* * * * * * * * * *

A-2

NEW MEXICO

TRACT 1 - BATES LEASE

All interest in and to the following described oil and gas leases:

(a) Oil and gas lease, dated May 10, 1946, from Charles T. Bates, et al, to R. Olsen, recorded in Book 61, Page 290.

(b) Oil and gas lease, dated August 2, 1946, from W. M. Beauchamp, as special guardian of James Ray Bates, a minor, to R. Olsen, recorded in Book 61, Page 485.

(c) Oil and gas lease, dated June 9, 1947, from Catherine L. Dumraese, a widow, to Uscan Drilling Company, recorded in Book 65, Page 34,

insofar as said leases cover the following described land:

Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 18, Township 24 South, Range 37 East, Lea County, New Mexico,

subject to the following:

(1) Overriding royalty interest aggregating 53/672ths of 7/8ths of the oil, gas and other minerals produced.

EXHIBIT A-2

Schedule B-1

Attached to and made a part of Conveyance and Agreement
between Sun and Hartman dated January 2, 1986

Recording Schedule for Conveyance of Oil and Gas
Properties and Agreement with Respect Thereto
dated 11/8/61, effective as of 8/1/61, from
The Prudential Insurance Company of America
to Texas Pacific Coal & Oil Company

State County/Parish	Volume	Page
Oklahoma		
Woodward	182	151
Colorado		
Morgan	660	21
Texas		
Throckmorton	143	180
Ochiltree	193	393
Stephens	318	290
Stonewall	173	387
Young	377	55
Shackleford	194	556
Scurry	212	613
Fisher	386	153

Schedule B-2

Attached to and made a part of Conveyance and Agreement between Sun and Hartman dated January 2, 1986

Recording Schedule for Conveyance of Paramount Production Payment and Reservation of Reserved Production Payment and Conveyance of Net Profits Overriding Royalty dated 4/1/66 by and between The Prudential Insurance Company of America and Joseph E. Seagram & Sons, Inc.

State County/Parish	Volume	Page
New Mexico		
Lea	260	778
Texas		
Liberty	___	___
Clay	___	___
Ector	520	17
Winkler	___	___
Cochran	107	436
Oklahoma		
Okfuskee	___	___
Oklahoma	___	___
Kay	___	___

Schedule B-3

Attached to and made a part of Conveyance and Agreement
between Sun and Hartman dated January 2, 1986

Recording Schedule for Conveyance and Agreement
from Texas Pacific Oil Company, Inc. to
Sun Oil Company (Delaware) dated August 29, 1980

State County/Parish	Volume	Page
Texas		
Ector	799	15
Archer	393	515
Eastland	732	540
Fisher	453	30
Howard	501	51
Ochiltree	364	476
Scurry	266	447
Shackelford	272	214
Stephens	490	754
Stonewall	286	255
Terry	413	11
Young	567	344
Throckmorton	218	337
Winkler	309	350
Oklahoma		
Coal	403	632
Kay	293	61
Okfuskee	601	288
Oklahoma	4702	420
Woodward	588	402
Colorado		
Morgan	807	162
Wyoming		
Johnson	163	397
Sublette	59	691
Louisiana		
Vermilion Parish	943	673

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RECORDED Jan. 4 AT 2:30 P.M.
IN BOOK 129 Q.G PAGE 290
FEES $ 41.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

VOLUME 259 PAGE 749

635

STIPULATION OF INTEREST

THIS STIPULATION OF INTEREST (this "Stipulation") dated JANUARY 2, 1986, effective as of the Effective Time (as hereinafter defined), is by and between:

DOYLE HARTMAN and wife,
MARGARET M. HARTMAN
Post Office Box 10426
Midland, Texas 79702

JAMES A. DAVIDSON, a single man
Post Office Box 494
Midland, Texas 79702

JAMES E. BURR and wife,
LAVETA F. BURR
2502 Emerson Drive
Midland, Texas 79705

JACK FLETCHER and wife
DELPHIA FLETCHER
Post Office Box 10887
Midland, Texas 79702

RUTH SUTTON, a single woman
2826 Moss
Midland, Texas 79705

LARRY A. NERMYR, a single man
2438 Whitmire Blvd.
Apartment 9-E
Midland, Texas 79705

JOHN H. HENDRIX CORPORATION
525 Midland Tower Building
Midland, Texas 79701

MICHAEL L. KLEIN, Individually
and as Attorney-in-Fact for
JEANNE KLEIN, his wife
5701 Woodway
Suite 312
Houston, Texas 77057

RONNIE H. WESTBROOK and wife,
KAREN A. WESTBROOK
2908 Haynes
Midland, Texas 79705

hereinafter referred to collectively as the "Parties";

W I T N E S S E T H:

WHEREAS, pursuant to that certain Instrument of Conveyance dated January 2, 1986, recorded as set forth on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Sun-Hartman Conveyance") Sun Exploration and Production Company, on its own behalf and as Managing General Partner of Sun Operating Limited Partnership conveyed to Doyle Hartman, James A. Davidson, Michael L. Klein and John H. Hendrix Corporation all of its interest in the oil and gas leases and mineral, royalty and overriding royalty interests therein described (the "Subject Interests"); and

WHEREAS, John H. Hendrix Corporation and Michael L. Klein have transferred to Ronnie H. Westbrook a portion of their interest in the Subject Interests, and Doyle Hartman has transferred to James E. Burr, Jack Fletcher, Ruth Sutton and

SEP 9 19[illegible]

Larry A. Nermyr portions of his interest in the Subject Interests; and

WHEREAS, the parties hereto desire to stipulate the ownership as between themselves of the Subject Interests so that the same may be reflected of record;

WHEREAS, the Subject Interests are described in Exhibit "B" attached hereto and made a part hereof, and the parties desire that the true current ownership of the Subject Interests be reflected of record; and

NOW, THEREFORE, in consideration of the premises, the Parties do hereby stipulate, declare and agree that the Subject Interests are owned as follows:

John H. Hendrix Corporation	24.500000%
Michael L. Klein	24.500000%
Ronnie H. Westbrook	1.000000%
Doyle Hartman	35.546875%
James A. Davidson	12.500000%
Larry A. Nermyr	0.781250%
James E. Burr	0.390625%
Jack Fletcher	0.390625%
Ruth Sutton	0.390625%
	100.000000%

In order to effectuate this stipulation, each of the Parties hereby conveys, transfers, and assigns to each of the other parties hereto, their respective heirs, personal representatives, successors, and assigns, such interests in the Subject Interests, as will vest in each of the Parties those interests shown above.

TO HAVE AND TO HOLD said interests in and to the Subject Interests unto the Parties, their respective heirs, personal representatives, successors and assigns, forever, subject to the terms and conditions hereof.

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

A. Each of the Parties, respectively, shall own and be entitled to all rights and causes of action arising out of ownership of the Subject Interests in accordance with their respective interests in such leases, lands and depths as set out above. The parties recognize that certain of the Subject Interests as described on Exhibit "B" may previously have expired or been released, or previously been conveyed in whole or in part. Further, certain of the Subject Interests may be subject to preferential right to purchase or consent to transfer provisions as show on Exhibit "B". This stipulation shall be effective as to any of such interests subsequently conveyed to Doyle Hartman et al by Sun Exploration and Production Company and Sun Operating Limited Partnership, in accordance with the stipulated ownership for such interests as shown on said Exhibit "B".

B. This Stipulation includes like interests in and to all of the rights, titles and interests of any kind appurtenant to the Subject Interests that were transferred pursuant to the Sun-Hartman Conveyance or that the Parties thereto now are or may become entitled to under or by virtue of the Sun-Hartman Conveyance or any instrument referred to therein, and all oil, gas and other minerals produced, saved and sold which are attributable to the Subject Interests and the proceeds thereof, and like interests in and to all properties, rights, powers, and choses in action which have accrued, or which may at some time in the future accrue to the Parties or any of their predecessors in title, under or by virtue of the Sun-Hartman Conveyance or any instrument referred to therein.

C. This Assignment shall be subject to all the terms and conditions of the Sun-Hartman Conveyance.

D. Each of the Parties covenant and warrant that they have the legal right and authority to convey, assign, transfer, set over and deliver each to the other the appropriate interests in and to said Subject Interests set forth above and all of the rights, titles, interests, estates, remedies, powers and privileges appurtenant or incident thereto. This Stipulation is executed without warranty of title, express or implied, except that each of the Parties hereby bind themselves, and their heirs and personal representatives, to warrant and forever defend said Subject Interests and the rights, titles, interests, estates, remedies, powers and privileges appurtenant or incident thereto unto the other Parties, their heirs, personal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under themselves, but not otherwise.

E. References in certain of the descriptions contained in Exhibit "B" to the fractional gross production to which any party is entitled to receive, net revenue interest (or words of similar import), the fractional expenses to which any party is to pay for, a working interest (or words of similar import), are not to be construed as a representation or warranty of any kind or character, and shall not enlarge or diminish in any manner the interests conveyed hereby.

F. The Parties agree to execute and deliver all additional instruments as may be necessary or appropriate to effectuate fully the terms and conditions hereof, including but not limited to such other and additional instruments as may be necessary to correct or more fully describe and identify the properties and interests herein intended to be conveyed, or such instruments as may be required by the appropriate governmental agencies having jurisdiction over such State and Federal lands as may be affected by the Subject Interests.

G. Any and all notices, requests, demands, reports or other instruments at any time required or permitted to be given or furnished under the terms of this agreement or the Sun-Hartman Conveyance, shall be deemed sufficiently given or furnished or served if in writing, and delivered to such party or any officer thereof or deposited in the United States mail in a sealed envelope, registered or certified, with sufficient postage prepaid, addressed to such party at its address stated above, or such other address as the party to be addressed shall have designated by written notice.

H. The terms, covenants and conditions contained herein shall be deemed to be covenants running with the lands covered by the Subject Interests, and all such provisions herein shall inure to the benefit of and be binding upon the respective heirs, personal representatives, successors and assigns of the Parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the 2nd day of January, 1986, and effective at the respective locations of the Subject Interests as of 12:01 a.m., January 2, 1986 (the "Effective Time"), in several counterparts (one of which with all the property descriptions included in Exhibit "B" is to be recorded in Throckmorton County, Texas), each of which counterparts is an original and all of which are identical, except that, to facilitate recordation or filing in counties other than Throckmorton County, Texas, there are omitted property descriptions in Exhibit "B" which contain specific descriptions of property located in recording or filing jurisdictions other than the jurisdiction in which the particular counterpart is to be recorded. Each of the counterparts hereof so executed shall for all purposes be deemed to be an original, and all of such counterparts shall together constitute but one and the same instrument.

Doyle Hartman

Doyle Hartman

Margaret M. Hartman, his wife

James A. Davidson, a single man

James E. Burr

LaVeta F. Burr, his wife

Jack Fletcher

Delphia Fletcher, his wife

Ruth Sutton, a single woman

Larry A. Nermyr, a single man

Attest:

by:

John H. Hendrix Corporation

by: President

Michael L. Klein

Jeanne Klein

By: Michael L. Klein
Michael L. Klein, her husband and
Attorney-in-Fact

Ronnie H. Westbrook

Karen A. Westbrook, his wife

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 8th day of January, 1986, by Doyle Hartman.

Witness my hand and official seal.

Michelle Hembree
NOTARY PUBLIC IN AND FOR
THE STATE OF T E X A S
Michelle Hembree

My Commission Expires:

11-8-89

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 8th day of January, 1986, by Margaret M. Hartman.

Witness my hand and official seal.

Michelle Hembree
NOTARY PUBLIC IN AND FOR
THE STATE OF T E X A S
Michelle Hembree

My Commission Expires:

11-8-89

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 13th day of January, 1986 by James E. Burr.

Witness my hand and official seal.

Michelle Hembree
NOTARY PUBLIC IN AND FOR
THE STATE OF T E X A S
Michelle Hembree

My Commission Expires:

11-8-89

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 13th day of January, 1986, by LaVeta P. Burr.

Witness my hand and official seal.

Michelle Hembree
NOTARY PUBLIC IN AND FOR
THE STATE OF T E X A S
Michelle Hembree

My Commission Expires:

11-8-89

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 9th day of January, 1986, by James A. Davidson.

Witness my hand and official seal.

Michelle Hembree
NOTARY PUBLIC IN AND FOR
THE STATE OF T E X A S
Michelle Hembree

My Commission Expires:

11-8-89

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 14th day of January, 1986, by Jack Fletcher.

Witness my hand and official seal.

Michelle Hembree
NOTARY PUBLIC IN AND FOR
THE STATE OF T E X A S
Michelle Hembree

My Commission Expires:

11-8-89

VOL 1416 PAGE 287

VOLUME 259 PAGE 755

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 14th day of January, 1986 by Delphia Fletcher.

Witness my hand and official seal.

Michelle Hembree
NOTARY PUBLIC IN AND FOR
THE STATE OF T E X A S
Michelle Hembree

My Commission Expires:

11-8-89

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 13th day of January, 1986, by Ruth Sutton.

Witness my hand and official seal.

Michelle Hembree
NOTARY PUBLIC IN AND FOR
THE STATE OF T E X A S
Michelle Hembree

My Commission Expires:

11-8-89

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 13th day of January, 1986, by Larry A. Hermyr.

Witness my hand and official seal.

Michelle Hembree
NOTARY PUBLIC IN AND FOR
THE STATE OF T E X A S
Michelle Hembree

My Commission Expires:

11-8-89

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 13th day of January, 1986, by John H. Hendrix, President of John H. Hendrix Corporation, in the capacity therein stated.

Witness my hand and official seal.

Anita J. Henderson
NOTARY PUBLIC IN AND FOR
THE STATE OF T E X A S
Anita J. Henderson

My Commission Expires:
9/10/88

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 2nd day of January, 1986 by Michael L. Klein.

Witness my hand and official seal.

SUSAN HOBBS
Notary Public, State of Texas
My Commission Expires July 30, 1988

Susan Hobbs
NOTARY PUBLIC IN AND FOR
THE STATE OF T E X A S
Susan Hobbs

My Commission Expires:
7/30/88

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 2nd day of January, 1986, by Michael. L. Klein, as Attorney-in-Fact for Jeanne Klein.

Witness my hand and official seal.

SUSAN HOBBS
Notary Public, State of Texas
My Commission Expires July 30, 1988

Susan Hobbs
NOTARY PUBLIC IN AND FOR
THE STATE OF T E X A S
Susan Hobbs

My Commission Expires:
7/30/88

VOL 1416 PAGE 289

VOLUME 259 PAGE 757

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 13th day of January, 1986, by Ronnie H. Westbrook.

Witness my hand and official seal.

Anita J Henderson
NOTARY PUBLIC IN AND FOR
THE STATE OF T E X A S
Anita J. Henderson

My Commission Expires:
9/10/88

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 13th day of January, 1986, by Karen A. Westbrook.

Witness my hand and official seal.

Anita J Henderson
NOTARY PUBLIC IN AND FOR
THE STATE OF T E X A S
Anita J. Henderson

My Commission Expires:
9/10/88

VOLUME 259 PAGE 759

Exhibit "A"

Attached to Stipulation of Interest
Dated January 2, 1986
By and Between Doyle Hartman and wife,
Margaret M. Hartman, James A. Davidson et al

Recording Schedule for Instrument of Conveyance
dated January 2, 1986 from Sun Exploration
and Production Company, Inc. on its own
Behalf and as Managing General
Partner of Sun Operating Limited Partnership
to Doyle Hartman, James A. Davidson,
Michael L. Klein and
John H. Hendrix Corporation

State County/Parish	Volume	Page
New Mexico		
Lea	394	606
Texas		
Liberty	1109	176
Clay	372	629
Ector	945	424
Winkler	354	899
Cochran	165	249
Oklahoma		
Okfuskee	720	879
Oklahoma	5443	0176
Kay	552	37

SUBLETTE COUNTY, WYOMING
OIL AND GAS LEASES—PRODUCING

I. LEASEHOLD INTERESTS

A 5% net profits interest in the Pinedale Unit, created by the Pinedale Unit Agreement dated April 1, 1954, by and between El Paso Natural Gas Company, as Operator, and Continental Oil Company et al, as Non-Operators, which net profits interest is created by a certain Net Profits Contract dated April 1, 1954, by and between Malco Refineries, Inc., El Paso Natural Gas Company, Continental Oil Company, and Novi Oil Company, both the Pinedale Unit Agreement and the Net Profits Contract being filed in the Office of the Bureau of Land Management, Cheyenne, Wyoming; reference being hereby made to the Pinedale Unit Agreement, and to the record thereof in the Bureau of Land Management, Cheyenne, Wyoming, for all purposes, including a description of the leases subject thereto and the lands covered thereby, and reference being hereby made to said Net Profits Contract and to the record thereof in the Bureau of Land Management, Cheyenne, Wyoming, for all purposes.

II. PRODUCTION PAYMENT INTEREST

That certain production payment in the original principal amount of Two Million Five Hundred Thousand Dollars ($2,500,000.00), more fully described in a conveyance from Woodson Oil Company, Novi Oil Company and Novi Gas Company, as Grantors, to David C. Bintliff, as Grantee, dated April 11, 1957, recorded in Vol. 16, Page 453, Oil & Gas Lease Records of Sublette County, Wyoming, payable out of certain percentages of production from the properties described above in this Exhibit "A" and other properties, described in such conveyance, located in other counties and states, which production payment was reacquired by Woodson Oil Company by conveyance effective as of January 1, 1958.

[redacted] [redacted] [redacted]

SUBLETTE COUNTY, WYOMING

OIL AND GAS LEASES—NON-PRODUCING

All recordation references in this Exhibit are references to the Oil and Gas Records of Sublette County, Wyoming, and all lands described are in Sublette County, Wyoming.

I. LEASEHOLD INTERESTS

Lease No.: 71-1A

Date	Lessor	Lessee	Recorded Book	Recorded Page
12- 6-52	R. W. Lozier et ux	T. G. Dorough	5	29

The above described lease covers the entire mineral interest in 434.46 acres described as follows:

Section 5: Lots 1, 2, 3, 5, 6, 7, 8, 9, and 13; SW/4 NE/4; SE/4 NW/4;

Section 6: Lot 9;

Section 8: NW/4 NW/4;

T-31-N, R-108-W, 6th P. M.;

said lease being subject, however, to the following:

ORR: 4.375%.

Net Profits Contract dated April 1, 1954, between Malco Refineries, Inc., El Paso Natural Gas Company, Continental Oil Company and Novi Oil Company.

Working Interest: None — Net Interest: 5% Net Profits Interest

II. PRODUCTION PAYMENT INTEREST

That certain production payment in the original principal amount of Two Million Five Hundred Thousand Dollars ($2,500,000.00), more fully described in a conveyance from Woodson Oil Company, Novi Oil Company and Novi Gas Company, as Grantors, to David C. Bintliff, as Grantee, dated April 11, 1957, recorded, among other places, in Vol. 16, Page 453, Oil and Gas Lease Records, Sublette County, Wyoming, payable out of certain percentages of production from the properties described above in this Exhibit "B" and other properties, described in such conveyance, located in other counties and states, which production payment has been reacquired by Woodson Oil Company by conveyance effective as of January 1, 1958.

FILED: November 13 1961 at 8:55 a.m.

RECORDED: November 14 1961 at 4:00 p.m. Don Chandler
County Clerk, Throckmorton Co., Texas
By B. Ann Graves De

308747

RECORDED Jan 10 2005 11:45 A.M.
IN BOOK 1 Deed PAGE 302
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Myra L. Freeman

ASSIGNMENT AND BILL OF SALE

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

R. Ken Williams, P. O. Box 10626, Midland, TX 79702, hereinafter referred to as ("Assignor"), for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer, grant and convey unto, **LAJ Corporation**, P. O. Box 10626, Midland, Texas 79702, hereinafter referred to as ("Assignee"), all of Assignor's right, title and interest in and to the following:

1. 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 and

2. 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").

All of Assignor's interest in the above mentioned assets is herein collectively referred to as the "Interests".

TO HAVE AND TO HOLD the properties, rights, estates and interests of Assignor herein assigned and conveyed, together with all and singular the rights, privileges and appurtenances thereto or belonging unto the said Assignee, their successors and assigns, forever. Assignor represents and warrants to Assignee that they are the present owners of said interest and that they have good right and authority to sell and convey the same; said rights, interest and property are free and clear from all liens and encumbrances, and Assignor does hereby warrant and agree to defend the title to said interests and said property against any and all persons whomsoever lawfully claiming the same or any part thereof, by, through and under Assignor, but not otherwise.

This Assignment 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 6 day of JANUARY, 2005, but shall be effective as of the 1st day of January, 2005.

R. Ken Williams

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me this 6th day of January, 2005, by R. Ken Williams.

JULIE BELL
Notary Public, State of Texas
My Commission Expires 06-11-2005

Julie Bell
Notary Public

F:\LAND\Ken\Ken to LAJ\Sublette County Assg RKW to LAJ.doc

Exhibit "A"

Attached to and made a part of that certain Assignment from R. Ken Williams to LAJ Corporation effective January 1, 2005, covering lands located in Sublette County, Wyoming.

LAJ #	Lease Name	Lessor	Lessee	Date	Recorded	Description
1713	WYW 062117	United States of America	Martin, Williams & Judson	01/01/78		SE of Section 21, All of Section 27, N2, N2SW, SE T27N, R111W, containing 1400.00 acres, more or
2061	WYW 068454	United States of America	Martin, Williams & Judson	09/01/79		SWSW of Section 28, T27N, R111W, containing 4

303

304

ASSIGNMENT OF OIL & GAS LEASE 308748

RECORDED Jan 10 2005 11:45AM
IN BOOK 120-4 PAGE 304
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF **WYOMING** §

COUNTY OF **SUBLETTE** §

THAT FOR AND IN CONSIDERATION of the sum of Ten Dollars $10.00 and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, **R. Ken Williams**, hereinafter referred to as "ASSIGNOR", does hereby bargain, sell, transfer, assign and convey to **KAJ Oil & Gas, Ltd.**, P. O. Box 10626, Midland, Texas 79702, hereinafter referred to as "ASSIGNEE", its successors and assigns, all of Assignor's right, title and interest in and to the oil and gas lease(s) more particularly described on Exhibit "A", attached hereto and made a part hereof, together with a like interest in the equipment, and all other personal property and fixtures (of whatsoever kind or character) situated therein or thereon and used or obtained in connection therewith; and the rights, benefits and interests of ASSIGNOR in, to and under all contracts, operating agreements, rights-of-way, easements, surface leases, permits, licenses and servitudes covering, affecting or used or in any way connected with or pertaining to the oil and gas lease(s) described on Exhibit "A".

TO HAVE AND TO HOLD the properties, rights, estates and interests of ASSIGNOR herein assigned and conveyed, together with all and singular the rights, privileges and appurtenances thereto or belonging unto the said ASSIGNEE, its successors and assigns, forever. ASSIGNOR represents and warrants to ASSIGNEE that he is the present owner of said lease and that he has good right and authority to sell and convey the same; said rights, interest and property are free and clear from all liens and encumbrances, and ASSIGNOR does hereby warrant and agree to defend the title to said lease and said property against any and all persons whomsoever lawfully claiming the same or any part thereof, by, through and under ASSIGNOR, but not otherwise.

IN WITNESS WHEREOF, this instrument is executed on the 6 day of JANUARY, 2005, but shall be effective as of the 1st day of January 1, 2005.

R. Ken Williams

STATE OF **TEXAS** §

COUNTY OF **MIDLAND** §

This instrument was acknowledged before me this 6th day of January, 2005, by R. Ken Williams.

JULIE BELL
Notary Public, State of Texas
My Commission Expires 06-11-2005

Notary Public for the State of Texas

F:\LAND\Ken\Ken to KAJ\Asgn OGL Sublette County, WY Figure Four 2.doc

[redacted] [redacted] [redacted]

This Affidavit is made for the purpose of giving notice that the Lease has been extended beyond its stated primary term in accordance with the terms of the Lease.

Shell Rocky Mountain Production LP

By: B.O. Eubanks
Attorney-in-fact

State of Texas)
)ss.
County of Harris)

The foregoing instrument was acknowledged before me this 7th day of July 2004 by B.O. Eubanks as Attorney-in-Fact

Witness my hand and official seal.

Belinda Hirsch
Notary Public

My Commission expires:

BELINDA HIRSCH
Notary Public, State of Texas
My Commission Expires
March 26, 2006

308751

AFFIDAVIT OF PRODUCTION

RECORDED Jan. 10 2005 3:20 PM
IN BOOK 129 Q & H PAGE 302
FEES $ 11.00 M. L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by L. Freeman

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

AFFIANT'S NAME AND ADDRESS: **Shell Rocky Mountain Production, LLC**
4582 So. Ulster Street Parkway, Suite 500
Denver, Colorado 80237

DATE SIGNED: **January 3, 2005**

Affiant on oath swears that the following statements are true:

My name is **Brad Eubanks,** I am over the age of **Twenty-one (21).** I know of my own personal knowledge that **Shell Rocky Mountain Production, LLC** is the owner of the Oil and Gas Lease (the "Lease") dated **July 1, 1975,** between **Brandt M. Jensen and Josephine Jensen,** as Lessors, and **Leonard Hay**, as Lessee, recorded in **Book 58 Page 626** of the Oil and Gas Records of the county and state named above, and an extension thereof dated February 20, 1980, granted by Lessors and recorded in **Book 58 Oil and Gas, Page 634**, and a Ratification thereof dated February 20, 1980, recorded in **Book 59 Oil & Gas, Page 687**, said lease covering the following lands in that county:

<u>Township 31 North, Range 109 West, 6thP.M.</u>
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 1, Lots 1 and 2, Section 14, and Lots 1 and 2, Section 15, Township 31 North, Range 109 West, 6th P.M.
Containing 720.50 acres, more or less.

The Lease has a stated primary term of **'Five years and so long thereafter as oil or gas is produced from the lease premises",** and contains a provision that the Lease shall remain in force and effect as long thereafter as the Lessee produces oil or gas, or either of them, from the lands subject to the lease.

The predecessors in title to the Lease have caused a well to be drilled on the Lease, which well was completed on or about **December 1, 1981**. Since that day, to the date of this Affidavit, that well and other wells have continued to produce oil/gas in paying quantities.

[redacted] [redacted] [redacted]

This Affidavit is made for the purpose of giving notice that the Lease has been extended beyond its stated primary term in accordance with the terms of the Lease.

Shell Rocky Mountain Production LP

By: B. C. Eubanks
Attorney-in-fact

State of TEXAS)
)SS.
County of HARRIS)

The foregoing instrument was acknowledged before me this 17th day of December 2005 by B. C. Eubanks as Attorney-in-Fact

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

308752

AFFIDAVIT OF PRODUCTION

RECORDED Jan. 10 2005 3:00PM
IN BOOK 129 & 4 PAGE 304
FEES $ 11.00 Mary L Lybbert COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Paula Freeman

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

AFFIANT'S NAME AND ADDRESS: **Shell Rocky Mountain Production, LLC**
4582 So. Ulster Street Parkway, Suite 500
Denver, Colorado 80237

DATE SIGNED: **July 7, 2004**

Affiant on oath swears that the following statements are true:

My name is **Brad Eubanks.** I am over the age of **twenty-one (21).** I know of my own personal knowledge that **Shell Rocky Mountain Production, LLC** is the owner of the Oil and Gas Lease (the "Lease") dated **December 16, 1994**, between **Elva Louise Vible,** as Lessor, and **Leonard Hay**, as Lessee, recorded in **Volume 99, Page 83** of the **Oil and Gas Records** of the county and state named above, covering the following lands in that county:

Township 31 North, Range 108 West, 6th P.M.
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; SW/4NE/4
Township 32 North, Range 108 West, 6th P.M.
Section 32: S/2SW/4
Township 31 North, Range 109 West, 6th P.M.
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)
Containing 1, 153.66 acres more or less.

The Lease has a stated primary term of **"until December 31, 1994, and so long thereafter as oil or gas is produced from the leases premises"**, and contains a provision that the Lease shall remain in force and effect as long thereafter as the Lessee produces oil or gas, or either of them, from the lands subject to the lease.

The present owner of the Lease has caused a well to be drilled on the Lease, which well was completed on or about **March 27, 1995**. Since that day, to the date of this Affidavit, that well has continued to produce oil/gas in paying quantities.

[redacted] [redacted] [redacted]

This Affidavit is made for the purpose of giving notice that the Lease has been extended beyond its stated primary term in accordance with the terms of the Lease.

Shell Rocky Mountain Production LP

By: B.O. Eubanks
Attorney-in-fact

State of Texas)
)ss.
County of Harris)

The foregoing instrument was acknowledged before me this 7th day of July 2004 by B.O. Eubanks as Attorney-in-Fact

Witness my hand and official seal.

Belinda Hirsch
Notary Public

My Commission expires:

BELINDA HIRSCH
Notary Public, State of Texas
My Commission Expires
March 26, 2006

308765

RECORDED Jan. 11 2005 8:50AM
IN BOOK 129 Misc PAGE 306
FEES $ 11.00 M. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by L. Freeman

ORIGINAL

RELEASE OF LIEN ON MINERAL PROPERTY

TO RECORDING OFFICE: This instrument must be filed in the appropriate Lien Records for your County.

STATE OF TEXAS }
}
HARRIS COUNTY }

BEFORE ME, the undersigned authority, personally appeared the Affiant named below, who after being by me duly sworn did state that each of the following statements are based on matters within Affiant's personal knowledge and are true and correct.

Affiant has the authority to execute this Affidavit on behalf of WEATHERFORD U.S., LP.

Lien Statement to be Released

Lien Statement recorded on February 20, 2003, as File #295600, in Book 75, Page 187, of the records of the County Clerk of Sublette County, Wyoming ("Lien Statement").

Claimant Releasing Lien

WEATHERFORD U.S., LP ("Claimant")
515 Post Oak Blvd., Ste. 600
Houston, TX 77027

Owner(s) of the land, an oil, gas, or other mineral leasehold, an oil or gas pipeline, or an oil or gas pipeline right-of-way

Petrogulf, Corp. is the owner/operator and is the agent for all working interest owners.

Person against whom Lien was filed:

Petrogulf, Corp.
518 17th Street
Suite 1455
Denver, CO 80202

[redacted] [redacted] [redacted]

Description of the Well/Lease ("Leasehold")

State 36-1 bearing API# 49-035-22472, Lease# 95-00497, located 1459 FNL and 1433 FEL measured from section line of SW NE 36, Township 31 North, Range 109 West in Sublette County, Wyoming.

Release

Claimant hereby releases the Lien Statement described above as it pertains to the Leasehold described above.

WEATHERFORD U.S., LP

By: _____, Affiant

Name Printed: Brandie Payne, Authorized Agent

SUBSCRIBED AND SWORN TO before me on January 4, 2005.

BARBARA R. PICKETTS NOTARY PUBLIC STATE OF TEXAS EXPIRES 07-05-2008

Barbara R. Pickett

NOTARY PUBLIC

RETURN TO:
THE PAYNE LAW FIRM, P.L.L.C.
PO BOX 54143
LUBBOCK TX 79453
(713) 297-8829 VOICE
1 (866) 422-2980 TOLL-FREE FAX

308811

RECORDED Jan. 14 2005 3:00 P M
IN BOOK 129 Adm PAGE 308
FEES $ 17.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

AFTER RECORDING MAIL TO:
DAVIS GRAHAM & STUBBS LLP
1550 Seventeenth Street, Suite 500
Denver, Colorado 80202
Attn: Gregory R. Danielson

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

THIS SATISFACTION OF RELEASE OF MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF PRODUCTION AND FINANCING STATEMENT (this "Release"), dated December 23, 2004, (the "Effective Time"), is from Irving Strickstein, having an address of 2267 Shankin Drive, Walled Lake, Michigan 48088, and Nolet Associates, having an address of 4460 Dow Ridge, Orchard Lake, Michigan 48324, (both referred to herein as the "Secured Party"), to and in favor of Infinity Oil & Gas of Wyoming, Inc., a Wyoming Corporation ("Debtor") with an address at 950 Seventeenth Street, Suite 800, Denver, Colorado 80202.

Recitals

A. The Debtor and the Secured Party are parties to a Bridge Loan Agreement dated November 25, 2002 (as amended, modified, supplemented or restated to date, the "Credit Agreement").

B. Pursuant to the Credit Agreement, the Debtor executed and delivered the mortgage instrument described on Exhibit A attached hereto and incorporated herein by this reference, each of which was dated as of the date and filed of record in the jurisdiction and with the recording information set forth on Exhibit A, with all such instruments referred to collectively as the "Released Mortgages".

C. Debtor has repaid all principal, interest and other amounts owing under the Credit Agreement and related loan documents and has satisfied in full all of its obligations thereunder, all in accordance with the terms of the Credit Agreement and the related loan documents.

D. The parties hereto desire to acknowledge the repayment of the Credit Agreement, terminate and release the Released Mortgage and any related financing statements ("Released Financing Statements") effective as of the Effective Time, and release Debtor of all obligations and liabilities thereunder.

[redacted] [redacted] [redacted]

Agreement

NOW THEREFORE, in consideration of the foregoing and the terms and conditions set forth below, the parties hereto agree as follows:

1. Release and Termination of Released Mortgage and Released Financing Statements. Effective as of the Effective Time, the Secured Party hereby (i) releases all right, title and interest in the Released Mortgages and the Released Financing Statements, (ii) terminates the Released Mortgage and the Released Financing Statements, and (iii) releases Debtor from all obligations, responsibilities and liabilities under the Released Mortgage and the Released Financing Statements. The Secured Party does hereby RELEASE, DISCHARGE, REMISE, CONVEY, ASSIGN AND QUIT-CLAIM to Debtor and its successors and assigns, all right, title, interest in and to and all liens and encumbrances arising under the Released Mortgages and to all collateral covered thereby to the extent the collateral covered thereby secured obligations under the Credit Agreement and the Released Mortgage and does hereby acknowledge that the said Released Mortgage has been FULLY SATISFIED AND DISCHARGED, and does hereby authorize and direct the said County Auditor to enter full satisfaction thereof of record.

2. Termination Statements. The Secured Party hereby authorizes the Debtor to prepare and file UCC Financing Statement Amendments to terminate and release any and all Released Financing Statements.

3. Further Assurances. The Secured Party shall from time to time at the Debtor's reasonable request and at the Debtor's expense execute and deliver, or cause to be executed and delivered, such further instruments or documents, and perform such further acts, as the Debtor may reasonably require in order to fully release and terminate the Released Mortgage as set forth herein and to acknowledge repayment and termination of the Credit Agreement.

4. Binding Nature. This Release is binding upon and shall inure to each of the parties hereto and their respective successors and assigns.

5. Counterparts. This Release may be executed in multiple counterparts, each counterpart considered an original, and all counterparts together comprising this Release.

IN WITNESS WHEREOF, the Secured Party has executed this Release as of the date first set forth above.

Irving Strickstein

NOLET ASSOCIATES

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENTS

STATE OF Florida)
) .ss
COUNTY OF Palm Beach)

The foregoing instrument was acknowledge before me, a Notary Public, on this 11 day of January, 2005, by Irving Strickstein.

Witness my hand and official seal.

Janet W. White
Notary Public

Residing at: Boca Raton Fla.

My Commission expires:

Janet W. White
Commission #DD183196
Expires: Mar 16, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

STATE OF _____)
) .ss
COUNTY OF _____)

The foregoing instrument was acknowledge before me, a Notary Public, on this _____ day of _____, 20___, by _____, _____of NOLET ASSOCIATES.

Witness my hand and official seal.

_____
Notary Public

Residing at: _____

My Commission expires: _____

[redacted] [redacted] [redacted]

Exhibit A

1. Mortgage, Deed of Trust, Security Agreement, Assignment of Production and Financing Statement dated May 1, 2004, recorded in Moffat County, State of Colorado, on June 7, 2004, in document number 2004-L-2734, covering real and personal property including without limitation the leases and lands described therein.

2. Mortgage, Security Agreement, Assignment of Production and Financing Statement dated July 2, 2003, recorded in Routt County, State of Colorado, on July 25, 2003, at Reception No. 587049, and Amendment to Mortgage dated September 4, 2003, recorded in Routt County, on September 18, 2003, at Reception No. 590551, covering real and personal property including without limitation the leases and lands described therein.

3. Mortgage, Deed of Trust, Security Agreement, Assignment of Production and Financing Statement dated July 2, 2003, recorded in Sublette County, State of Wyoming, on August 6, 2003, in Book 125 at Page 258, and Amendment to Mortgage dated September 4, 2003, recorded in Sublette County, on September 18, 2003, in Book 105 at Page 331, covering real and personal property including without limitation the leases and lands described therein.

4. Mortgage, Deed of Trust, Security Agreement, Assignment of production and Financing Statement dated July 2, 2003, recorded in Sweetwater County, State of Wyoming, on July 25, 2003, in Book 980 at Page 338, and Amendment to Mortgage dated September 4, 2003, recorded in Sweetwater County, on September 18, 2003, in Book 984 at Page 1759, covering real and personal property including without limitation the leases and lands described therein.

308812

RECORDED June 14 2005 3:00 PM
IN BOOK 129 Misc PAGE 312
FEES $ 17.00 M. [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by L. Greene

AFTER RECORDING MAIL TO:
DAVIS GRAHAM & STUBBS LLP
1550 Seventeenth Street, Suite 500
Denver, Colorado 80202
Attn: Gregory R. Danielson

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

THIS SATISFACTION OF RELEASE OF MORTGAGE, DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF PRODUCTION AND FINANCING STATEMENT (this "Release"), dated December 23, 2004, (the "Effective Time"), is from Irving Strickstein, having an address of 2267 Shankin Drive, Walled Lake, Michigan 48088, and Nolet Associates, having an address of 4460 Dow Ridge, Orchard Lake, Michigan 48324, (both referred to herein as the "Secured Party"), to and in favor of Infinity Oil & Gas of Wyoming, Inc., a Wyoming Corporation ("Debtor") with an address at 950 Seventeenth Street, Suite 800, Denver, Colorado 80202.

Recitals

A. The Debtor and the Secured Party are parties to a Bridge Loan Agreement dated November 25, 2002 (as amended, modified, supplemented or restated to date, the "Credit Agreement").

B. Pursuant to the Credit Agreement, the Debtor executed and delivered the mortgage instrument described on Exhibit A attached hereto and incorporated herein by this reference, each of which was dated as of the date and filed of record in the jurisdiction and with the recording information set forth on Exhibit A, with all such instruments referred to collectively as the "Released Mortgages".

C. Debtor has repaid all principal, interest and other amounts owing under the Credit Agreement and related loan documents and has satisfied in full all of its obligations thereunder, all in accordance with the terms of the Credit Agreement and the related loan documents.

D. The parties hereto desire to acknowledge the repayment of the Credit Agreement, terminate and release the Released Mortgage and any related financing statements ("Released Financing Statements") effective as of the Effective Time, and release Debtor of all obligations and liabilities thereunder.

[redacted] [redacted] [redacted]

Agreement

NOW THEREFORE, in consideration of the foregoing and the terms and conditions set forth below, the parties hereto agree as follows:

1. Release and Termination of Released Mortgage and Released Financing Statements. Effective as of the Effective Time, the Secured Party hereby (i) releases all right, title and interest in the Released Mortgages and the Released Financing Statements, (ii) terminates the Released Mortgage and the Released Financing Statements, and (iii) releases Debtor from all obligations, responsibilities and liabilities under the Released Mortgage and the Released Financing Statements. The Secured Party does hereby RELEASE, DISCHARGE, REMISE, CONVEY, ASSIGN AND QUIT-CLAIM to Debtor and its successors and assigns, all right, title, interest in and to and all liens and encumbrances arising under the Released Mortgages and to all collateral covered thereby to the extent the collateral covered thereby secured obligations under the Credit Agreement and the Released Mortgage and does hereby acknowledge that the said Released Mortgage has been FULLY SATISFIED AND DISCHARGED, and does hereby authorize and direct the said County Auditor to enter full satisfaction thereof of record.

2. Termination Statements. The Secured Party hereby authorizes the Debtor to prepare and file UCC Financing Statement Amendments to terminate and release any and all Released Financing Statements.

3. Further Assurances. The Secured Party shall from time to time at the Debtor's reasonable request and at the Debtor's expense execute and deliver, or cause to be executed and delivered, such further instruments or documents, and perform such further acts, as the Debtor may reasonably require in order to fully release and terminate the Released Mortgage as set forth herein and to acknowledge repayment and termination of the Credit Agreement.

4. Binding Nature. This Release is binding upon and shall inure to each of the parties hereto and their respective successors and assigns.

5. Counterparts. This Release may be executed in multiple counterparts, each counterpart considered an original, and all counterparts together comprising this Release.

IN WITNESS WHEREOF, the Secured Party has executed this Release as of the date first set forth above.

NOLET ASSOCIATES

Irving Strickstein

By: Denise M. Lachman
Name: DENISE M. Lachman
Title: pres.

ACKNOWLEDGMENTS

STATE OF _____)
) .ss
COUNTY OF _____)

The foregoing instrument was acknowledge before me, a Notary Public, on this _____ day of _____, 20____, by Irving Strickstein.

Witness my hand and official seal.

_____
Notary Public

Residing at: _____

My Commission expires: _____

STATE OF MICHIGAN)
) .ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledge before me, a Notary Public, on this 11th day of JANUARY, 2005, by DENISE LACHMAN, _____ of NOLET ASSOCIATES.

Witness my hand and official seal.

_____
Notary Public

SHEEL J. DESAI
Notary Public, Oakland County, MI
My Commission Expires Apr. 15, 2008

Residing at: OAKLAND, MI

My Commission expires: 4-15-08

[redacted] [redacted] [redacted]

Exhibit A

1. Mortgage, Deed of Trust, Security Agreement, Assignment of Production and Financing Statement dated May 1, 2004, recorded in Moffat County, State of Colorado, on June 7, 2004, in document number 2004-L-2734, covering real and personal property including without limitation the leases and lands described therein.

2. Mortgage, Security Agreement, Assignment of Production and Financing Statement dated July 2, 2003, recorded in Routt County, State of Colorado, on July 25, 2003, at Reception No. 587049, and Amendment to Mortgage dated September 4, 2003, recorded in Routt County, on September 18, 2003, at Reception No. 590551, covering real and personal property including without limitation the leases and lands described therein.

3. Mortgage, Deed of Trust, Security Agreement, Assignment of Production and Financing Statement dated July 2, 2003, recorded in **Sublette County**, State of Wyoming, on August 6, 2003, in Book 125 at Page 258, and Amendment to Mortgage dated September 4, 2003, recorded in Sublette County, on September 18, 2003, in Book 105 at Page 331, covering real and personal property including without limitation the leases and lands described therein.

4. Mortgage, Deed of Trust, Security Agreement, Assignment of production and Financing Statement dated July 2, 2003, recorded in Sweetwater County, State of Wyoming, on July 25, 2003, in Book 980 at Page 338, and Amendment to Mortgage dated September 4, 2003, recorded in Sweetwater County, on September 18, 2003, in Book 984 at Page 1759, covering real and personal property including without limitation the leases and lands described therein.

Form 3000-3
(June 1988)

308532

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Jan. 18 2:05 10:24AM
129 Rx 9 PAGE 316
FEES 11.00 COUNTY CLERK
CAMPBELL COUNTY, GILLETTE, WYOMING
by L. Freeman

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-118159

Lease Effective Date
(Anniversary Date)
~~11-06-89~~ 12-01-89

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* CNG PRODUCING COMPANY 100%
   Street 1450 Poydras Street
   City, State, ZIP Code New Orleans, LA 70112

Pinedale
L0-0569

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North - Range 108 West Sec 27 W/2NE, W/2 SE 28 All 33 E/2E/2, SWNE, NWSE 34 All 35 W/2W/2 2,240.00 acres	100%	100%	0	0	0

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective AUG 1 1990

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

/s/ BEVERLY J. POTEET
(Authorized Officer)

SUPERVISORY LAND LAW EXAMINER
(Title)

SEP 13 1990
(Date)

FOR ASSIGNEE

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in 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 16th day of June, 19 90

Name of Assignor as shown on current lease ONAGER ENTERPRISES
Please type or print

Assignor _____ (Signature)
or
Attorney-in-fact John F. Kelly (Signature)
Contract Steps Bldg
1535 Sherman St.
(Assignor's Address)
Denver Co 80203
(City) (State) (Zip Code)

Executed this 18 day of June, 1990

CNG PRODUCING COMPANY

Assignee _____ (Signature)
or
Attorney-in-fact Gordon L. Wogan (Signature)
Gordon L. Wogan
Agent & Attorney-in-fact

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.

148214-1 KAA
WHEN RECORDED RETURN TO:

Corporation Service Company
P.O. Box 2969
Springfield, IL 62708

308903

RECORDED Jan. 19 2015 2:10 PM
IN BOOK 129 Adj PAGE 318
FEES $122.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

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

FROM

INFINITY OIL & GAS OF WYOMING, INC.

TO

LAWYERS TITLE REALTY SERVICES, INC., AS TRUSTEE

FOR THE BENEFIT OF

PROMETHEAN ASSET MANAGEMENT L.L.C.

A CARBON, PHOTOGRAPHIC, FACSIMILE OR OTHER REPRODUCTION OF THIS INSTRUMENT IS SUFFICIENT AS A FINANCING STATEMENT.

A POWER OF SALE HAS BEEN GRANTED IN THIS INSTRUMENT. IN CERTAIN STATES, A POWER OF SALE MAY ALLOW THE TRUSTEE OR THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS INSTRUMENT.

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES.

THIS INSTRUMENT COVERS PROCEEDS OF MORTGAGED PROPERTY.

THIS INSTRUMENT COVERS MINERALS AND OTHER SUBSTANCES OF VALUE WHICH MAY BE EXTRACTED FROM THE EARTH (INCLUDING WITHOUT LIMITATION OIL AND GAS) AND WHICH WILL BE FINANCED AT THE WELLHEADS OF THE WELL OR WELLS LOCATED ON THE PROPERTIES DESCRIBED IN EXHIBIT A HERETO. THIS FINANCING STATEMENT IS TO BE FILED OR FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS OR SIMILAR 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 A ATTACHED HERETO.

PORTIONS OF THE MORTGAGED PROPERTY ARE GOODS WHICH ARE OR ARE TO BECOME AFFIXED TO OR FIXTURES ON THE LAND DESCRIBED IN OR REFERRED TO IN EXHIBIT A HERETO. THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD OR RECORDED, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS OR SIMILAR RECORDS OF EACH COUNTY IN WHICH SAID LAND OR ANY PORTION THEREOF IS LOCATED. THE MORTGAGOR IS THE OWNER OF RECORD INTEREST IN THE REAL ESTATE CONCERNED. THIS INSTRUMENT IS ALSO TO BE INDEXED IN THE INDEX OF FINANCING STATEMENTS.

[redacted] [redacted] [redacted]

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[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

This **MORTGAGE, DEED OF TRUST, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT** (this "Mortgage") is entered into as of the Effective Date (as hereinafter defined) by **INFINITY OIL & GAS OF WYOMING, INC.**, a Wyoming corporation, 950 17th Street, Suite 800, Denver, Colorado 80202 ("Mortgagor"), to **LAWYERS TITLE REALTY SERVICES, INC.**, as Trustee, whose address for notice is 101 Gateway Centre Parkway, Richmond, Virginia 23235 ("Trustee"), for the benefit of **PROMETHEAN ASSET MANAGEMENT L.L.C.**, a Delaware limited liability company, 750 Lexington, 22nd Floor, New York, New York 10022, on its own behalf and in its capacity as collateral agent for the benefit of the holders of the Notes (as defined below) (together with its successors and assigns, the "Mortgagee").

RECITALS:

A. Pursuant to that certain Securities Purchase Agreement dated as of January 13, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), between Infinity, Inc., a Colorado corporation ("Infinity") and the investors listed on the Schedule of Buyers thereto, each of which is a holder of a Note (together with their respective successors and assigns, and including each holder of an Additional Note (as defined below), the "Holders"), each initial Holder made loans and certain other financial accommodations (collectively, the "Initial Loans") to Infinity, as evidenced by those certain Senior Secured Notes, dated as of January 13, 2005, made by Infinity payable to each applicable Holder in the original aggregate principal amount of $30,000,000 (such notes, together with any promissory notes or other securities issued in exchange or substitution therefor or replacement thereof, and as any of the same may be amended, restated, modified or supplemented and in effect from time to time, being herein referred to as the "Initial Notes") and each initial Holder (or any subsequent person or entity set forth on said Schedule of Buyers) may make such additional loans and certain other financial accommodations (the "Additional Loans" and, together with the Initial Loans, the "Loans") available to Infinity after the Effective Date under the Purchase Agreement, as evidenced by certain Senior Secured Notes made by Infinity payable to each applicable Holder in the original aggregate principal amount of up to $45,000,000 (such notes, together with any promissory notes or other securities issued in exchange or substitution therefor or replacement thereof, and as any of the same may be amended, restated, modified or supplemented and in effect from time to time, being herein referred to as the "Additional Notes" and, together with the Initial Notes, the "Notes").

B. Mortgagor has executed and delivered to Mortgagee that certain Guaranty dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty"), pursuant to which Mortgagor has guaranteed all of the "Obligations" under (and as defined in) the Guaranty.

C. Mortgagor has agreed that all of the Indebtedness (as defined in Section 1.03 hereof) is intended to be secured in part by this Mortgage and recorded in those jurisdictions as set forth on, Exhibit A of this Mortgage.

D. Each Holder has conditioned its obligation to make the Loans upon the execution and delivery by Mortgagor of this Mortgage, and Mortgagor has agreed to enter into this Mortgage.

THEREFORE, in order to comply with the terms and conditions of the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby agrees with Trustee and Mortgagee as follows:

ARTICLE I
Grant of Lien and Indebtedness Secured

Section 1.01 Grant of Liens. To secure payment of the Indebtedness and the performance of the covenants and obligations herein contained and contained in the Guaranty and any other Loan Document to which Mortgagor is a party, Mortgagor does by these presents hereby GRANT, BARGAIN, SELL, ASSIGN, MORTGAGE, PLEDGE, HYPOTHECATE, TRANSFER and CONVEY unto Trustee and Trustee's successors and substitutes in trust hereunder, WITH A POWER OF SALE, for the use and benefit of Mortgagee, the real and personal property, rights, titles, interests and estates described in the following paragraphs (a) through (g) (collectively called the "Mortgaged Property"):

(a) All rights, titles, interests and estates now owned or hereafter acquired by Mortgagor in and to the oil and gas leases and/or oil, gas and other mineral leases, other mineral properties, mineral servitudes and/or mineral rights, "as extracted collateral" as defined in the Applicable UCC (as defined in Section 1.02) and other interests and estates and the lands and premises covered or affected thereby which are described on Exhibit A hereto without regard to any limitations (but in any event excluding the three "Project Wells" (as defined in the JVEA) set forth on Exhibit C to Schedule VIII of the Security Agreement to the extent same are excluded as "Collateral" under Section 3 of the Security Agreement) as to specific lands or depths that may be set forth in Exhibit A (collectively called the "Hydrocarbon Property") or which Hydrocarbon Property is otherwise referred to herein, and specifically, but without limitation, the undivided interests of Mortgagor which are more particularly described on attached Exhibit A. For purposes of this subsection (a) the term "JVEA" shall have the meaning ascribed to such term in the Security Agreement.

(b) All rights, titles, interests and estates now owned or hereafter acquired by Mortgagor in and to (i) the properties now or hereafter pooled or unitized with any Hydrocarbon Property; (ii) all presently existing or future unitization, communitization, pooling agreements and designations, orders or declarations of pooled units and the units created thereby (including, without limitation, all units created under orders, regulations, rules or other official acts of any Federal, State or other governmental body or agency having jurisdiction and any units created solely among working interest owners pursuant to operating agreements or otherwise) which may affect all or any portion of the Hydrocarbon Property including, without limitation, those units which may be described or referred to on attached Exhibit A; (iii) all operating agreements, production sales or other contracts, processing agreements, transportation agreements, gas balancing agreements, farmout agreements, farm-in agreements, salt water disposal agreements, area of mutual interest agreements, equipment leases and other agreements described or referred to in this Mortgage or which relate to any of the Hydrocarbon Property or interests in the Hydrocarbon Property described or referred to herein or on attached Exhibit A or to the production, sale, purchase, exchange, processing, handling, storage, transporting or marketing of the Hydrocarbons (as defined in Section 1.01(c) hereof) from or attributable to such Hydrocarbon Property or interests; (iv) all geological, geophysical, engineering, accounting, title, legal, and other technical or business data concerning the Hydrocarbon Property, the Hydrocarbons, or any other item of Hydrocarbon Property which are in the possession of Mortgagor or in which Mortgagor can otherwise grant a security interest, and all books, files, records, magnetic media, computer records, and other forms of recording or obtaining access to such data; and (v) the Hydrocarbon Property described on attached Exhibit A and covered by this Mortgage even though Mortgagor's interests therein be incorrectly described or a description of a part

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or all of such Hydrocarbon Property or Mortgagor's interests therein be omitted; it being intended by Mortgagor and Mortgagee herein to cover and affect hereby all interests which Mortgagor may now own or may hereafter acquire in and to the Hydrocarbon Property notwithstanding that the interests as specified on Exhibit A may be limited to particular lands, specified depths or particular types of property interests.

(c) All rights, titles, interests and estates now owned or hereafter acquired by Mortgagor in and to all oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products refined therefrom and all other minerals (collectively called the "Hydrocarbons") in and under and which may be produced and saved from or attributable to the Hydrocarbon Property, the lands pooled or unitized therewith and Mortgagor's interests therein, including all oil in tanks and all rents, issues, profits, proceeds, products, revenues and other income from or attributable to the Hydrocarbons, the Hydrocarbon Property, the lands pooled or unitized therewith and Mortgagor's interests therein.

(d) All tenements, hereditaments, appurtenances and properties in anywise appertaining, belonging, affixed or incidental to the Hydrocarbon Property, rights, titles, interests and estates described or referred to in paragraphs (a) and (b) above, which are now owned or which may hereafter be acquired by Mortgagor, including, without limitation, any and all property, real or personal, now owned or hereafter acquired and situated upon, used, held for use, or useful in connection with the operating, working, extraction, treatment, marketing, gathering, transmission or development of any of such Hydrocarbon Property or the lands pooled or unitized therewith (excluding drilling rigs, trucks, automotive equipment or other personal property which may be taken to the premises for the purpose of drilling a well or for other similar temporary uses) and including any and all oil wells, gas wells, injection wells or other wells, buildings, structures, field separators, liquid extraction plants, plant compressors, pumps, pumping units, pipelines, sales and flow lines, gathering systems, field gathering systems, salt water disposal facilities, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, goods, inventory, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements, servitudes, licenses and other surface and subsurface rights together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing properties.

(e) Any property that may from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien and security interest hereof by Mortgagor or by anyone on Mortgagor's behalf; and Trustee or Mortgagee is hereby authorized to receive the same at any time as additional security hereunder.

(f) All of the rights, titles and interests of every nature whatsoever now owned or hereafter acquired by Mortgagor in and to the Hydrocarbon Property rights, titles, interests and estates and every part and parcel thereof, including, without limitation, the Hydrocarbon Property rights, titles, interests and estates as the same may be enlarged by the discharge of any payments out of production or by the removal of any charges or Permitted Liens to which any of the Hydrocarbon Property rights, titles, interests or estates are subject, or otherwise; all rights of Mortgagor to liens and security interests securing payment of proceeds from the sale of production from the Mortgaged Property, including, but not limited to, those liens and security interests provided in §9.319 of the Applicable UCC, as amended from time to time, any other statute enacted in the jurisdiction in which the Hydrocarbon Property is located or statute made applicable to the Hydrocarbon Property under federal law (or some combination of federal and state law); together with any and all renewals and extensions of any of the Hydrocarbon Property rights, titles, interests or estates; all contracts and agreements supplemental to or amendatory of or in substitution for the contracts and agreements described or mentioned above; and any and all additional interests of any kind hereafter acquired by Mortgagor in and to the Hydrocarbon Property rights, titles, interests or estates.

(g) All accounts, contract rights, inventory, choses in action (i.e., rights to enforce contracts or to bring claims thereunder), commercial tort claims, general intangibles, insurance contracts and insurance proceeds (regardless of whether the same arose, and/or the events which gave rise to the same occurred, on or before or after the date hereof) and all proceeds and products of all such portions of the Hydrocarbon Property and payments in lieu of production, whether such proceeds or payments are goods, money, documents, instruments, chattel paper, securities, accounts, general intangibles, fixtures, real property, or other assets and regardless of whether such payments accrued, and/or the events which gave rise to such payments occurred, on or before or after the date hereof, including, without limitation, "take or pay" payments and similar payments, payments received in settlement of or pursuant to a judgment rendered with respect to take or pay or similar obligations or other obligations under a production sales contract, payments received in buyout or buydown or other settlement of a production sales contract, and payments received under a gas balancing or similar agreement as a result of (or received otherwise in settlement of or pursuant to judgment rendered with respect to) rights held by Mortgagor as a result of Mortgagor (and/or its predecessors in title) taking or having taken less gas from lands covered by a Hydrocarbon Property (or lands pooled or unitized therewith) than its ownership of such Hydrocarbon Property would entitle it to receive.

(h) Without limitation of the generality of the foregoing, any rights and interests of Mortgagor under any present or future hedge or swap agreements, cap, floor, collar, exchange, forward or other hedge or protection agreements or transactions relating to crude oil, natural gas or other Hydrocarbons, or any option with respect to any such agreement or transaction now existing or hereafter entered into by or on behalf of Mortgagor.

(i) All licenses, permits and other regulatory approvals held by Mortgagor relating to the Mortgaged Property.

(j) All proceeds of all of the rights, titles and interests of Mortgagor described in the foregoing paragraphs (a) through (i) whether such proceeds or payments are goods, money, documents, instruments, chattel paper, securities, accounts, payment intangibles, general intangibles, fixtures, real/immovable property, personal/movable property or other assets.

(k) In addition to the rights granted to Trustee and/or Mortgagee in Section 1.01(f) of this Mortgage, any and all liens, security interests, financing statements or similar interests of Mortgagor attributable to its interest in the Hydrocarbons and proceeds of runs therefrom arising under or created by any statutory provision, judicial decision or otherwise.

(l) All of Mortgagor's rights and interests pursuant to the provisions of § 9.319 of the Applicable UCC, of the Oil and Gas Owners Lien Act, 52 O.S. § 548.2 and of any similar state or local jurisdiction statute in any state wherein the Mortgaged Property is located, hereby vesting in Trustee and/or Mortgagee all of Mortgagor's rights as an interest owner to the continuing security interest in and liens upon the Mortgaged Property.

Any fractions or percentages specified on attached Exhibit A in referring to Mortgagor's interests are solely for purposes of the warranties made by Mortgagor pursuant to Sections 3.01 and 3.05 hereof and shall in no manner limit the quantum of interest affected by this Section 1.01 with respect to any Hydrocarbon Property or with respect to any unit or well identified on said Exhibit A.

TO HAVE AND TO HOLD the Mortgaged Property unto Trustee and to his successors and assigns forever to secure the payment of the Indebtedness and to secure the performance of the covenants, agreements, and obligations of Mortgagor herein contained.

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Section 1.02 Grant of Security Interest. To further secure the Indebtedness, Mortgagor hereby grants to Mortgagee a security interest in and to the Mortgaged Property (whether now or hereafter acquired by operation of law or otherwise) insofar as the Mortgaged Property consists of equipment, accounts, contract rights, general intangibles, insurance contracts, insurance proceeds, inventory, Hydrocarbons, fixtures and any and all other personal property of any kind or character defined in and subject to the provisions of the Uniform Commercial Code presently in effect in the jurisdiction in which the Mortgaged Property is situated ("Applicable UCC"), including the proceeds and products from any and all of such personal property. Upon the happening of any of the Events of Default (as defined in Section 4.01), Mortgagee is and shall be entitled to all of the rights, powers and remedies afforded a secured party by the Applicable UCC with reference to the personal property and fixtures in which Mortgagee has been granted a security interest herein, or Trustee or Mortgagee may proceed as to both the real and personal property covered hereby in accordance with the rights and remedies granted under this Mortgage in respect of the real property covered hereby. Such rights, powers and remedies shall be cumulative and in addition to those granted to Trustee or Mortgagee under any other provision of this Mortgage or under any other security instrument. Written notice mailed to Mortgagor as provided herein at least five (5) Business Days (as defined in the Notes) prior to the date of public sale of any part of the Mortgaged Property which is personal property subject to the provisions of the Applicable UCC, or prior to the date after which private sale of any such part of the Mortgaged Property will be made, shall constitute reasonable notice. Except as otherwise expressly provided in this Mortgage, all terms in this Mortgage relating to the Mortgaged Property and the grant of the foregoing security interest which are defined in the Applicable UCC shall have the meanings assigned to them in Article 9 (or, absent definition in Article 9, in any other Article) of the Applicable UCC, as those meanings may be amended, revised or replaced from time to time. Notwithstanding the foregoing, the parties intend that the terms used herein which are defined in the Applicable UCC have, at all times, the broadest and most inclusive meanings possible.

Section 1.03 Indebtedness Secured. This Mortgage is executed and delivered by Mortgagor to secure and enforce the following (the "Indebtedness"):

(a) Payment of and performance of any and all indebtedness, obligations and liabilities of Mortgagor pursuant to the Guaranty including the "Obligations" under and as defined in such Guaranty.

(b) Payment of and performance of any and all other indebtedness, obligations and liabilities of Mortgagor, Infinity and any direct or indirect subsidiary of Infinity (collectively, the "Infinity Parties" and each individually an "Infinity Party") pursuant to the Purchase Agreement, the Notes, the Warrants, the Registration Rights Agreement, the Guaranty, the other Security Documents (as defined in the Notes) and all of the other agreements, documents and instruments contemplated thereby and executed in connection therewith (collectively, the "Loan Documents"), including, without limitation, (i) principal and interest (including without limitation, interest accruing subsequent to the filing of a petition or other action concerning bankruptcy or other similar proceeding, whether or not an allowed claim) on the Notes, (ii) reimbursement obligations under any letters of credit, (iii) obligations under any hedging agreements with any Holder or their respective affiliates, and (iv) obligations owing under any other Loan Document; and all renewals, extensions, rearrangements and/or other modifications of any of the foregoing.

(c) Any sums which may be advanced or paid by Mortgagee, Trustee or any Holder under the terms hereof or under any other Loan Document on account of the failure of Mortgagor or any other Infinity Party to comply with the covenants contained herein or in any other Loan Document; and all other indebtedness of Infinity Parties arising pursuant to the provisions of the Loan Documents, this Mortgage and any other documents or instruments executed in connection therewith.

(d) Without limiting the generality of the foregoing, all post-petition interest, expenses and other duties and liabilities with respect to indebtedness or other obligations described above in this Section 1.03, which would be owed but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding.

Section 1.04 Fixture Filing, Etc. Without in any manner limiting the generality of any of the other provisions of this Mortgage: (i) some portions of the goods described or to which reference is made herein are or are to become fixtures on the land described or to which reference is made herein or on attached Exhibit A; (ii) the security interests created hereby under applicable provisions of the Applicable UCC will attach to Hydrocarbons (minerals including oil and gas), as extracted collateral or the accounts resulting from the sale thereof at the wellhead or minehead located on the land described or to which reference is made herein; (iii) this Mortgage is to be filed of record in the real estate records as a financing statement, and (iv) Mortgagor is the record owner of the real estate or interests in the real estate comprised of the Mortgaged Property.

Section 1.05 Defined Terms. Any capitalized term used in this Mortgage and not defined in this Mortgage shall have the meaning assigned to such term in the Purchase Agreement.

ARTICLE II
Assignment of Production, Accounts and Proceeds

Section 2.01 Assignment. Mortgagor has absolutely and unconditionally assigned, transferred, and conveyed, and does hereby absolutely and unconditionally assign, transfer and convey unto Mortgagee, its successors and assigns, all of the Hydrocarbons and all products obtained or processed therefrom, and the revenues and proceeds now and hereafter attributable to the Hydrocarbons and said products and all accounts arising therefrom or in connection therewith and all payments in lieu of the Hydrocarbons such as "take or pay" payments or settlements (all of the foregoing, the "Production Proceeds"), together with the immediate and continuing right to collect and receive such Production Proceeds. The Hydrocarbons and products are to be delivered into pipe lines connected with the Mortgaged Property, or to the purchaser thereof, to the credit of Mortgagee (to the extent of the Mortgagor's interest therein); and all such Production Proceeds shall be paid directly to a Deposit Account subject to an Account Control Agreement (in each case, as defined in that certain Security Agreement of even date herewith (as same may be amended, restated, supplemented or otherwise modified from time to time) entered into among Mortgagor, the other "Debtors" party thereto and Mortgagee), with no duty or obligation of any party paying the same to inquire into the rights of Mortgagee to receive the same, what application is made thereof, or as to any other matter. Mortgagor directs and instructs any and all purchasers of any Hydrocarbons to pay to such Deposit Accounts all of the Production Proceeds accruing to Mortgagor's interest until such time as such purchasers have been furnished with evidence that all Indebtedness has been paid in full in cash and that this Mortgage has been released. Mortgagor agrees that no purchasers of the Hydrocarbons shall have any responsibility for the application of any funds paid to Mortgagee. Mortgagor agrees to perform all such acts, and to execute all such further assignments, transfer orders and division orders, and other instruments as may be required or desired by Mortgagee or any party in order to have the Production Proceeds paid to Mortgagee. Upon the occurrence of an Event of Default, Mortgagee is fully authorized to receive and receipt for the Production Proceeds; to endorse and cash any and all checks and drafts payable to the order of Mortgagor or Mortgagee for the account of Mortgagor received from or in connection with the Production Proceeds and to hold the Production Proceeds in a bank account as additional collateral securing the Indebtedness; and to execute transfer and division orders in the name of Mortgagor, or otherwise, with warranties binding Mortgagor. All Production Proceeds received by Mortgagee pursuant to this assignment shall be applied

as provided in the other Loan Documents. Mortgagee shall not be liable for any delay, neglect or failure to effect collection of any Production Proceeds or to take any other action in connection therewith or hereunder; but Mortgagee shall have the right, exercisable at its election at any time after an Event of Default has occurred and is continuing, in the name of Mortgagor or otherwise, to prosecute and defend any and all actions or legal proceedings deemed advisable by Mortgagee in order to collect such funds and to protect the interests of Mortgagee and/or Mortgagor, with all costs, expenses and attorneys' fees incurred in connection therewith being paid by Mortgagor and until so paid being a part of the Indebtedness secured by this Mortgage. Mortgagor hereby appoints Mortgagee as its attorney-in-fact to pursue any and all rights of Mortgagor to liens on and security interests in the Hydrocarbons securing payment of proceeds of runs attributable to the Hydrocarbons, provided Mortgagee shall only be permitted to exercise such power of attorney granted pursuant to this sentence after the occurrence and during the continuance of an Event of Default. The power of attorney granted to Mortgagee in this Section 2.01, being coupled with an interest, shall be irrevocable so long as the Indebtedness or any part thereof remains unpaid.

Section 2.02 [Reserved].

Section 2.03 No Modification of Payment Obligations. Nothing herein contained shall modify or otherwise alter, limit or modify the absolute obligation of Mortgagor and the other Infinity Parties to make prompt payment of all principal, interest and other amounts owing on the Indebtedness when and as the same become due regardless of whether the Production Proceeds are sufficient to pay the same and the rights provided in accordance with the foregoing assignment provision shall be cumulative of all other security of any and every character now or hereafter existing to secure payment of the Indebtedness.

Section 2.04 Effectuating Payment of Production Proceeds to Mortgagee. If under any existing sales agreements, other than division orders or transfer orders, any Production Proceeds are required to be paid by the purchaser to Mortgagor so that under such existing agreements payment cannot be made of such Production Proceeds to Mortgagee, Mortgagor's interest in all Production Proceeds under such sales agreements and in all other Production Proceeds which for any reason may be paid to Mortgagor shall, when received by Mortgagor, constitute trust funds in Mortgagor's hands and shall be immediately paid over to Mortgagee. Without limitation upon any of the foregoing, Mortgagor hereby constitutes and appoints Mortgagee as Mortgagor's special attorney-in-fact (with full power of substitution, either generally or for such periods or purposes as Mortgagee may from time to time prescribe) in the name, place and stead of Mortgagor to do any and every act and exercise any and every power that Mortgagor might or could do or exercise personally with respect to all Hydrocarbons and Production Proceeds expressly inclusive, but not limited to, giving and granting unto said attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever necessary and requisite to be done as fully and to all intents and purposes, as Mortgagor might or could do if personally present (provided such power of attorney granted pursuant to this sentence shall only be exercisable by Mortgagee upon the occurrence and during the continuance of an Event of Default); and Mortgagor shall be bound thereby as fully and effectively as if Mortgagor had personally executed, acknowledged and delivered any of the foregoing certificates or documents. The powers and authorities herein conferred upon Mortgagee may be exercised by Mortgagee through any person who, at the time of the execution of the particular instrument, is an officer of Mortgagee. The power of attorney herein conferred is granted for valuable consideration and hence is coupled with an interest and is irrevocable so long as the Indebtedness, or any part thereof, shall remain unpaid or any commitment to lend under the Purchase Agreement remains outstanding. All persons dealing with Mortgagee or any substitute shall be fully protected in treating the powers and authorities conferred by this paragraph as continuing in full force and effect until advised by Mortgagee that all the Indebtedness is fully and totally paid. Mortgagee may, but shall not be obligated to, in accordance with the provisions of Section 2.01 above, take such action as it

deems appropriate in an effort to collect the Production Proceeds and any reasonable expenses (including reasonable attorney's fees) so incurred by Mortgagee shall be a demand obligation of Mortgagor and shall be part of the Indebtedness, and shall bear interest each day, from the date of such expenditure or payment until paid, at a per annum rate equal to the rate of interest charged under the Notes after an Event of Default plus 2%.

Section 2.05 Application of Production Proceeds. The Production Proceeds received by Mortgagee during each calendar month shall be paid directly into a Deposit Account in accordance with Section 2.01 hereof. After an Event of Default hereunder has occurred, all Production Proceeds from time to time in the hands of Mortgagee shall be applied to the payment of the Indebtedness at such times and in such manner and order as Mortgagee determines in Mortgagee's sole and absolute discretion.

Section 2.06 Release from Liability; Indemnification. Mortgagee and its successors and assigns are hereby released and absolved from all liability for failure to enforce collection of the Production Proceeds and from all other responsibility in connection therewith, except the responsibility to account to Mortgagor for funds actually received. Mortgagor agrees to indemnify and hold harmless Mortgagee (for purposes of this paragraph, the term "Mortgagee" shall include the directors, officers, partners, employees and agents of Mortgagee and any persons or entities owned or controlled by or affiliated with Mortgagee and any other Indemnified Party as defined in Section 4.16 hereof) from and against all claims, demands, liabilities, losses, damages (including without limitation consequential damages), causes of action, judgments, penalties, costs and expenses (including without limitation reasonable attorneys' fees and expenses) imposed upon, asserted against or incurred or paid by Mortgagee by reason of the assertion that Mortgagee received, either before or after payment in full of the Indebtedness, funds from the production of oil, gas, other hydrocarbons or other minerals claimed by third persons (and/or funds attributable to sales of production which were made in violation of laws, rules, regulations and/or orders governing such sales), and Mortgagee shall have the right to defend against any such claims or actions, employing attorneys of its own selection, and if not furnished with indemnity satisfactory to it, Mortgagee shall have the right to compromise and adjust any such claims, actions and judgments, and in addition to the rights to be indemnified as herein provided, all amounts paid by Mortgagee in compromise, satisfaction or discharge of any such claim, action or judgment, and all court costs, reasonable attorneys' fees and other expenses of every character expended by Mortgagee pursuant to the provisions of this section shall be a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to Mortgagee and shall bear interest, from the date expended until paid, at a per annum rate equal to the rate of interest charged under the Notes after an Event of Default plus 2%. The foregoing indemnities shall not terminate upon the release, foreclosure or other termination of this Mortgage but will survive the release, foreclosure of this Mortgage or conveyance in lieu of foreclosure, and the repayment of the Indebtedness and the discharge and release of this Mortgage and the other documents evidencing and/or securing the Indebtedness. **WITHOUT LIMITATION, IT IS THE INTENTION OF MORTGAGOR AND MORTGAGOR AGREES THAT THE FOREGOING RELEASES AND INDEMNITIES SHALL APPLY TO EACH INDEMNIFIED PARTY WITH RESPECT TO ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES (INCLUDING WITHOUT LIMITATION CONSEQUENTIAL DAMAGES), CAUSES OF ACTION, JUDGMENTS, PENALTIES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND EXPENSES) WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF THE NEGLIGENCE OF SUCH (AND/OR ANY OTHER) INDEMNIFIED PARTY.** However, such indemnities shall not apply to any particular indemnified party (but shall apply to the other indemnified parties) to the extent the subject of the indemnification is caused by or arises out of the gross negligence or willful misconduct of such particular indemnified party.

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ARTICLE III
Representations, Warranties and Covenants

Mortgagor hereby represents, warrants and covenants as follows:

Section 3.01 Title. Mortgagor owns an undivided working interest in each well included in the Mortgaged Property of not more than the working interest set forth in Exhibit A attached hereto (to the extent the interest of Mortgagor is a working interest as opposed to a royalty interest) and Mortgagor owns an undivided net revenue interest or royalty interest in each well included in the Mortgaged Property of not less than the net revenue or royalty interest set forth in Exhibit A attached hereto. With respect to the Mortgaged Property, Mortgagor represents and warrants that (i) Mortgagor has good, marketable and indefeasible title in fee simple to all Mortgaged Property constituting real property owned (rather than leased) by it, in each case free and clear of all Liens other than Permitted Liens, except as set forth in Exhibit A, (ii) Mortgagor has good and valid title to all Mortgaged Property constituting personal property owned by it that is material to the business of the Mortgagor, free and clear of all Liens other than Permitted Liens, (iii) Mortgagor is the legal and equitable owner of a leasehold interest in all of the leased Mortgaged Property that is producing oil, gas, minerals and/or other Hydrocarbons, and possesses good, marketable and defensible title thereto, free and clear of all Liens (other than Permitted Liens) and other matters affecting title to such leasehold that could impair the ability of the Mortgagor to realize the benefits of the rights provided to it under any lease pertaining thereto and (iv) Mortgagor is the legal and equitable owner of a leasehold interest in all of the leased Mortgaged Property that is not producing oil, gas, minerals and/or other Hydrocarbons and, except as could not reasonably be expected, individually or in the aggregate, to have any of a Material Adverse Effect, a Property Material Adverse Effect or a Services Business Material Adverse Effect, possesses good, marketable and defensible title thereto, free and clear of all Liens (other than Permitted Liens) and other matters affecting title to such leasehold that could impair the ability of Mortgagor to realize the benefits of the rights provided to it under any lease pertaining thereto.

Section 3.02 Defend Title. This Mortgage is, and always will be kept, a direct first lien and security interest upon the Mortgaged Property subject only to Permitted Liens and Mortgagor will not create or suffer to be created or permit to exist any lien, security interest or charge prior or junior to or on a parity with the lien and security interest of this Mortgage upon the Mortgaged Property or any part thereof or upon the rents, issues, revenues, profits and other income therefrom. Mortgagor will warrant and defend the title to the Mortgaged Property against the claims and demands of all other persons whomsoever and will maintain and preserve the lien created hereby so long as any of the Indebtedness secured hereby remains unpaid. Should an adverse claim be made against or a cloud develop upon the title to any part of the Mortgaged Property, Mortgagor agrees it will immediately defend against such adverse claim or take appropriate action to remove such cloud at Mortgagor's cost and expense, and Mortgagor further agrees that Trustee and/or Mortgagee may take such other action as they deem advisable to protect and preserve their interests in the Mortgaged Property, and in such event Mortgagor will indemnify Trustee and Mortgagee against any and all cost, attorney's fees and other expenses which they may incur in defending against any such adverse claim or taking action to remove any such cloud.

Section 3.03 Not a Foreign Person. Mortgagor is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended (hereinafter called the "Code"), Sections 1445 and 7701 (i.e. Mortgagor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and any regulations promulgated thereunder).

Section 3.04 Rentals, Taxes, Insurance and Fees Paid; Leases in Effect. All rentals and royalties due and payable in accordance with the terms of any leases or subleases comprising a part of the

Hydrocarbon Property and all severance and production taxes payable with respect to the production therefrom have been duly paid or provided for and all leases or subleases comprising a part of the Hydrocarbon Property are in full force and effect. In addition to the foregoing, Mortgagee shall or shall cause to be paid when due, all taxes, permits, licenses, insurance premiums and other similar amounts with respect to the Mortgaged Property, the Hydrocarbon Property and the Hydrocarbons.

Section 3.05 Operation By Third Parties. As to any part of the Mortgaged Property which is not a working interest (if any), Mortgagor agrees to take all such action and to exercise all rights and remedies as are available to Mortgagor to cause the owner or owners of the working interest in such properties to comply with the covenants and agreements contained herein; and as to any part of the Mortgaged Property which is a working interest but which is operated by a party other than Mortgagor, Mortgagor agrees to take all such action and to exercise all rights and remedies as are reasonably available to Mortgagor (including, but not limited to, all rights under any operating agreement) to cause the party who is the operator of such property to comply with the covenants and agreements contained herein.

Section 3.06 Failure to Perform. Mortgagor agrees that if Mortgagor fails to perform any act or to take any action which Mortgagor is required to perform or take hereunder or pay any money which Mortgagor is required to pay hereunder, each of Mortgagee and Trustee in Mortgagor's name or its or their own name may, but shall not be obligated to, perform or cause to be performed such act or take such action or pay such money, and any expenses so incurred by either of them and any money so paid by either of them shall be a demand obligation owing by Mortgagor to Mortgagee or Trustee, as the case may be, and each of Mortgagee and Trustee, upon making such payment, shall be subrogated to all of the rights of the Person receiving such payment. Each amount due and owing by Mortgagor to each of Mortgagee and Trustee pursuant to this Mortgage shall bear interest from the date of such expenditure or payment or other occurrence which gives rise to such amount being owed to such Person until paid at a rate per annum equal to the rate of interest charged under the Notes after an Event of Default plus 2%, and all such amounts together with such interest thereon shall be a part of the Indebtedness described in Section 1.03 hereof.

Section 3.07 Sale, Encumbrance or Removal. Mortgagor will not at any time during the existence hereof, sell, assign, transfer, mortgage, encumber, or otherwise dispose of any Mortgaged Property, except (i) sales of Hydrocarbons in the ordinary course of business and only then in compliance with the terms of this Mortgage, (ii) the sale of obsolete or worn out equipment or personal property in the ordinary course of business, and Mortgagor shall not remove or permit to be removed, any personal or other removable property at any time covered hereby from the premises upon which the same may be situated unless moved to other portions of the Mortgaged Property or is replaced with property of equal value and which Lender has a first priority perfected security interest therein and (iii) the sale of Hydrocarbon Property if and to the extent all of the following conditions are satisfied: (A) such Hydrocarbon Property to be sold is not currently producing Hydrocarbons and such Hydrocarbon Property has not been proven, consistent with prudent customs and practices in the industry in which Mortgagor operates, to contain Hydrocarbons which may be extracted in the ordinary course of Mortgagor's business, (B) such sale occurs in the ordinary course of Mortgagor's business in connection with the disposition of non-producing and non-proven Hydrocarbon Property, (C) no Event of Default has occurred and is continuing at the time of such sale and no event has occurred which, with the passing of time or the giving of notice, would constitute an Event of Default, (D) such sale is to a third-party not affiliated with the Mortgagor and on an arms-length basis, (E) if Mortgagor or any other Infinity Party is the operator with respect to such Hydrocarbon Property, such Infinity Party remains the operator with respect thereto, and (F) Mortgagee has given its prior written consent to such sale, such consent not to be unreasonably withheld.

Section 3.08 Sale of Production. No Mortgaged Property is or will become subject to any contractual or other arrangement (a) whereby payment for production is or can be deferred for a substantial period after the month in which such production is delivered (i.e., in the case of oil, not in excess of sixty (60) days, and in the case of gas, not in excess of ninety (90) days) or (b) whereby payments are made to Mortgagor other than by checks, drafts, wire transfer advises or other similar writings, instruments or communications for the immediate payment of money. Except for transportation, gathering, processing, compression or dehydration agreements (or other agreements relating to the marketing of Hydrocarbons) from time to time disclosed to Mortgagee in writing (in connection with the Mortgaged Property to which they relate), and, with respect to the immediately succeeding clause (i), except for agreements entered into by Mortgagor in the ordinary course of business consistent with prudent customs and practices in the industry in which Mortgagor operates or as required to comply with Section 4(t) of the Purchase Agreement, (i) no Mortgaged Property is or will become subject to any contractual or other arrangement for the sale, processing or transportation of production (or otherwise related to the marketing of Hydrocarbons) which cannot be cancelled on ninety (90) days' (or less) notice and (ii) all contractual or other arrangements for the sale, processing or transportation of Hydrocarbons (or otherwise related to the marketing of Hydrocarbons) shall be bona fide arm's length transactions and shall be at generally prevailing market prices. Mortgagor is presently receiving a price for all production from (or attributable to) each Mortgaged Property covered by a production sales contract disclosed in writing to Mortgagee as computed in accordance with the terms of such contract, and is not having deliveries of production from such Mortgaged Property curtailed substantially below such property's delivery capacity. Neither Mortgagor, nor any of its predecessors in title, has received prepayments (including, but not limited to, payments for gas not taken pursuant to "take or pay" or other similar arrangements) for any Hydrocarbons produced or to be produced from the Mortgaged Properties after the date hereof, and Mortgagor hereby covenants not to enter into any such advance or prepayment arrangements whereby it accepts consideration for Hydrocarbons not yet produced. No Mortgaged Property is or will become subject to any "take or pay" or other similar arrangement (y) which can be satisfied in whole or in part by the production or transportation of gas from other properties or (z) as a result of which production from the Mortgaged Properties may be required to be delivered to one or more third parties without payment (or without full payment) therefor as a result of payments made, or other actions taken, with respect to other properties. There is no Mortgaged Property with respect to which Mortgagor, or its predecessors in title, has, prior to the date hereof, taken more ("overproduced"), or less ("underproduced"), gas from the lands covered thereby (or pooled or unitized therewith) than its ownership interest in such Mortgaged Property would entitle it to take. Mortgagor will not after the date hereof become "overproduced" (as above defined) with respect to any well on the Mortgaged Property (or on any unit in which the Mortgaged Property participate), in an amount in excess of Mortgagor's share of gas produced from such well, except in the ordinary course of business consistent with prudent customs and practices in the industry in which Mortgagor operates,. No Mortgaged Property is or will become subject to a gas balancing arrangement under which one or more third parties may take a portion of the production attributable to such Mortgaged Property without payment (or without full payment) therefor as a result of production having been taken from, or as a result of other actions or inactions with respect to, other properties, except for any such gas balancing arrangement entered into in the ordinary course of business consistent with prudent customs and practices in the industry in which Mortgagor operates. No Mortgaged Property is subject at the present time to any regulatory refund obligation and, to the best of Mortgagor's knowledge, no facts exist which might cause the same to be imposed.

Section 3.09 Operation of Mortgaged Property. Each Mortgaged Property (and properties unitized therewith) is being (and, to the extent the same could adversely affect the ownership or operation of such Mortgaged Property after the date hereof, have in the past been), and hereafter will be, maintained, operated and developed in a good and workmanlike manner, in accordance with prudent industry standards and in conformity with all applicable laws and all rules, regulations and orders of all

duly constituted authorities having jurisdiction and in substantial conformity with all oil, gas and/or other mineral leases and other contracts and agreements forming a part of the Mortgaged Property and in conformity with all Permitted Liens; specifically in this connection, (i) no Mortgaged Property is subject to having allowable production after the date hereof reduced below the full and regular allowable (including the maximum permissible tolerance) because of any overproduction (whether or not the same was permissible at the time) prior to the date hereof and (ii) none of the wells located on the Mortgaged Property (or properties unitized therewith) are or will be deviated from the vertical more than the maximum permitted by applicable laws, regulations, rules and orders, and such wells are, and will remain, bottomed under and producing from, with the well bores wholly within, the Mortgaged Property (or, in the case of wells located on properties unitized therewith, such unitized properties). With respect to any Mortgaged Property in which Mortgagor is the operator in connection therewith or in which Mortgagor has a majority working interest (and to the best of Mortgagor's knowledge with respect to any Mortgaged Property in which Mortgagor has a minority working interest and is not an operator in connection therewith), there are no dry holes, or otherwise inactive wells, located on any Mortgaged Property or on lands pooled or unitized therewith, except for wells that have been properly plugged and abandoned or inactive and being maintained in accordance with local, state and federal law. Except as disclosed under the Purchase Agreement, the Mortgagor has, and will in the future, possess all certificates, authorizations, approvals, licenses and permits issued by the appropriate federal, state or foreign regulatory authorities (collectively, "Permits") necessary to produce, extract, transport and sell the oil, gas, minerals and/or other Hydrocarbons in that portion of the Mortgaged Property that is producing oil, gas, minerals and/or other Hydrocarbons. Except as disclosed under the Purchase Agreement or as could not reasonably be expected to have a Material Adverse Effect or a Property Material Adverse Effect, Mortgagor has no reason to believe that it will not be able to obtain Permits as and when necessary to enable the Mortgagor to produce, extract, transport and sell the oil, gas, minerals and other Hydrocarbons in the Mortgaged Property. Mortgagor has not received notice of any violations in respect of any such licenses or permits described in the foregoing provisions of this Section 3.09 except for notices of violations received prior to the date hereof that have been remedied by Mortgagor.

Section 3.10 Suits and Claims. Except to the extent disclosed in the Schedules to the Purchase Agreement, there are no suits, actions, claims, investigations, inquiries, proceedings or demands pending (or, to Mortgagor's knowledge, threatened) which affect the Mortgaged Property (including, without limitation, any which challenge or otherwise pertain to Mortgagor's title to the Mortgaged Property) and no judicial or administrative actions, suits or proceedings pending (or, to Mortgagor's knowledge, threatened) against Mortgagor.

Section 3.11 Environmental.

(a) Current Status. The Mortgaged Property and Mortgagor are not in violation of Applicable Environmental Laws (as hereinafter defined), or subject to any existing, pending or, to the best knowledge of Mortgagor, threatened investigation or inquiry by any governmental authority or any other person under or with respect to Applicable Environmental Laws, or subject to any remedial obligations under Applicable Environmental Laws, and are in compliance with all permits and licenses required under Applicable Environmental Laws, other than with respect to any such violation, investigation, inquiry or remedial obligations that could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect and, to the best knowledge of Mortgagor, this representation will continue to be true and correct following disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to the Mortgaged Property and Mortgagor. "Applicable Environmental Laws" shall mean any applicable laws, orders, rules, or regulations pertaining to safety, health or the environment, as such laws, orders, rules or regulations now exist or are hereafter enacted and/or amended (including without limitation the Comprehensive Environmental Response,

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Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended, hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984 (as amended, hereinafter called "RCRA") and applicable state and local law). Mortgagor undertook, at the time of acquisition of the Mortgaged Property, all appropriate inquiry into the previous ownership and uses of the Mortgaged Property consistent with good commercial or customary practice. Mortgagor has taken reasonable steps necessary, consistent with customary practice in the industry in which it operates its business, to determine and has determined that no hazardous substances or solid wastes have been disposed of or otherwise released at, into, upon or under the Mortgaged Property. The use which Mortgagor makes and intends to make of the Mortgaged Property will not result in the use, treatment, storage or disposal or other release of any hazardous substance or solid waste at, into, upon or under the Mortgaged Property, except such usage, and temporary storage in anticipation of usage, as is in the ordinary course of business and in compliance with Applicable Environmental Laws. The terms "hazardous substance" and "release" as used in this Mortgage shall have the meanings specified in CERCLA, and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in RCRA; provided, in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment and provided further, to the extent that the laws of the states in which the Mortgaged Properties are located establish a meaning for "hazardous substance," "release," "solid waste," or "disposal" which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply. The "Associated Property" (as such term is hereinafter defined) is not in violation of any Applicable Environmental Laws for which Mortgagor or its predecessors in title to the Mortgaged Property would be responsible (to the best of Mortgagor's knowledge with respect to Associated Property not owned or operated by Mortgagor). The term "Associated Property" as used in this Mortgage shall mean any and all interests in and to (and/or carved out of) the lands which are described or referred to in Exhibit A hereto, or which are otherwise described in any of the oil, gas and/or mineral leases or other instruments described in or referred to in such Exhibit A, whether or not such property interests are owned by Mortgagor.

(b) Future Performance. Mortgagor will not cause or permit the Mortgaged Property or Mortgagor to be in violation of, or do anything or permit anything to be done which will subject the Mortgaged Property to any remedial obligations under, or result in noncompliance with applicable permits and licenses under, any Applicable Environmental Laws, assuming disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to the Mortgaged Property and Mortgagor will promptly notify Mortgagee in writing of any existing, pending or, to the best knowledge of Mortgagor, threatened investigation, claim, suit or inquiry by any governmental authority or any person in connection with any Applicable Environmental Laws. Mortgagor will take steps necessary to determine that no hazardous substances or solid wastes have been disposed of or otherwise released on or to the Mortgaged Property. Mortgagor will not cause or permit the disposal or other release of any hazardous substance or solid waste at, into, upon or under the Mortgaged Property and covenants and agrees to keep or cause the Mortgaged Property to be kept free of any hazardous substance or solid waste (except such use, and temporary storage in anticipation of use, as is required in the ordinary course of business, all while in compliance with Applicable Environmental Laws), and to remove the same (or if removal is prohibited by law, to take whatever action is required by law), promptly upon discovery at its sole expense. Upon Mortgagee's reasonable request, at any time and from time to time during the existence of this Mortgage, but not more often than once every calendar year (so long as no Event of Default or Triggering Event has occurred), Mortgagor will provide at Mortgagor's sole expense an inspection or audit of the Mortgaged Property from an engineering or consulting firm approved by Mortgagee, indicating the presence or absence of hazardous substances and solid waste on the Mortgaged Property and compliance with Applicable Environmental Laws.

Section 3.12 Not Abandon Wells; Participate in Operations. Mortgagor will not, without prior written consent of Mortgagee, abandon, or consent to the abandonment of, any well producing from the Mortgaged Property (or properties unitized therewith) so long as such well is capable (or is subject to being made capable through drilling, reworking or other operations which it would be commercially feasible to conduct) of producing oil, gas, or other Hydrocarbons or other minerals in commercial quantities (as determined without considering the effect of this Mortgage).

Section 3.13 Condemnation Awards. If at any time all or any portion of the Mortgaged Property shall be taken or damaged under the power of eminent domain, the award received by condemnation proceedings for any property so taken or any payment received in lieu of such condemnation proceedings shall be paid directly to Mortgagee as agent for Mortgagor and all or any portion of such award or payment, at the option of Mortgagee, shall be applied to the Secured Indebtedness in payment of the last maturing installments of the Secured Indebtedness or paid over, wholly or in part, to Mortgagor for any purpose or object satisfactory to Mortgagee; provided that Mortgagee shall not be obligated to see to the application of any amount paid over to Mortgagor. Mortgagor immediately upon obtaining knowledge of the institution of any proceedings or negotiations for the condemnation of the Mortgaged Property, or any portion thereof, will notify Mortgagee of the pendency of such negotiations or proceedings. Mortgagee may participate in any such negotiations or proceedings, and Mortgagor from time to time will execute and deliver to Mortgagee all instruments requested by Mortgagee to permit such participation.

Section 3.14 Insurance. Mortgagor will maintain with financially sound and reputable insurance companies insurance on all its property in at least such amounts and against at least such risks (but including in any event general liability) as are usually insured against in the same general area by companies engaged in the same or a similar business and in any case no less comprehensive in scope than that maintained by the Mortgager as of the date hereof. In the event of any loss under any insurance policies so carried by Mortgagor, Mortgagee shall have the right (but not the obligation) to make proof of loss and collect the same, and all amounts so received shall be applied toward costs, charges and expenses (including reasonable attorneys' fees), if any, incurred in the collection thereof, then to the payment, in the order determined by Mortgagee in its own discretion, of the Indebtedness, and any balance remaining shall be subject to the order of Mortgagor. Mortgagee is hereby authorized but not obligated to enforce in its name or in the name of Mortgagor payment of any or all of said policies or settle or compromise any claim in respect thereof, and to collect and make receipts for the proceeds thereof and Mortgagee is hereby appointed Mortgagor's agent and attorney-in-fact to endorse any check or draft payable to Mortgagor in order to collect the proceeds of insurance (provided Mortgagee shall only be entitled to enforce the power of attorney provided in this sentence after the occurrence and during the continuance of an Event of Default). In the event of foreclosure of this Mortgage, or other transfer of title to the Mortgaged Property in extinguishment in whole or in part of the Indebtedness, all right, title and interest of Mortgagor in and to such policies then in force concerning the Mortgaged Property and all proceeds payable thereunder shall thereupon vest in the purchaser at such foreclosure or other transferee in the event of such other transfer of title.

Section 3.15 Compliance with Leases. Mortgagor will observe and comply with all of the terms and provisions, express or implied, of the oil, gas and mineral leases covered by this Mortgage, and any other agreements or instruments applicable thereto; and, except with the prior written consent of Mortgagee, will not amend (in any manner adverse to Mortgagor, Mortgagee, or Mortgagor's or Mortgagee's interest in the Mortgaged Property or in any manner that could reasonably be expected to result in a Material Adverse Effect) or terminate any of such agreements or surrender, abandon or release any of such leases in whole or in part so long as any well situated thereon, or located on any unit containing all or any part of such leases, is capable of producing oil, gas, casinghead gas or other

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hydrocarbons in paying quantities. Mortgagor will cause all obligations to the holders of royalty interests and all other interests in the Mortgaged Properties to be promptly discharged and all covenants and conditions, express or implied, imposed upon the original lessee or his assigns by every such lease and every other agreement relative thereto to be fully and promptly performed and to cause all acts necessary or proper to accomplish the foregoing and prevent the breach or forfeiture of any such lease to be fully and promptly performed. Mortgagor will furnish to Mortgagee ten (10) day advance written notice of any intention not to pay (or immediately at such time that it anticipates that it will be unable to pay) any delay rentals on the due date thereof under any such lease; provided that if such lease is for Mortgaged Property not producing Hydrocarbons, such advance written notice shall only be required if such lease covers more than six hundred forty (640) acres.

Section 3.16 Further Assurance. Mortgagor will, on request of Mortgagee, (i) promptly correct any defect, error or omission which may be discovered in the contents of this Mortgage, or in any other document or instrument executed in connection with any of the Loan Documents, or in the execution or acknowledgment of this Mortgage or any other document; (ii) execute, acknowledge, deliver and record and/or file such further instruments (including, without limitation, further deeds of trust, mortgages, security agreements, financing statements, continuation statements, and assignments of production, accounts, funds, contract rights, general intangibles, and proceeds) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Mortgage and to more fully identify and subject to the liens and security interests hereof any property intended to be covered hereby, including specifically, but without limitation, any renewals, additions, substitutions, replacements, or appurtenances to the Mortgaged Property; and (iii) execute, acknowledge, deliver, and file and/or record any document or instrument (including specifically any financing statement) desired by Mortgagee to protect the lien or the security interest hereunder against the rights or interests of third persons. Mortgagor shall pay all costs connected with any of the foregoing.

Section 3.17 Name and Place of Business. Except as disclosed in writing to Mortgagee, Mortgagor has not during the preceding five (5) years been known by or used any other corporate or partnership, trade or fictitious name. Mortgagor will not cause or permit any change to be made in its name, identity, state of formation or corporate or partnership structure, or its federal employer identification number unless Mortgagor shall have notified Mortgagee of such change at least thirty (30) days prior to the effective date of such change, and shall have first taken all action required by Mortgagee for the purpose of further perfecting or protecting the liens and security interests in the Mortgaged Property created hereby. Mortgagor's exact name is the name set forth in this Mortgage. Mortgagor is a registered organization which is organized under the laws of one of the states comprising the United States (e.g. corporation, limited partnership, registered limited liability partnership or limited liability company). Mortgagor is located (as determined pursuant to the UCC) in the state under which it is organized, which is as set forth in the preamble to this Mortgage. Mortgagor's principal place of business and chief executive office, and the place where Mortgagor keeps its books and records concerning the Mortgaged Property (including, particularly, the records with respect to Production Proceeds from the Mortgaged Property) has for the preceding four months, been, and will continue to be (unless Mortgagor notifies Mortgagee of any change in writing at least thirty (30) days prior to the date of such change), the address set forth on the signature page of this Mortgage.

Section 3.18 Compliance with Laws and Agreements. Mortgagor is in compliance with all governmental requirements applicable to it or its property, including, without limitation, all FERC regulations and the USA Patriot Act, and all indentures, agreements and other instruments binding upon it or its property. The execution and performance of the Loan Documents, this Mortgage and the other documents and instruments contemplated hereby and thereby will not violate the Trading with the Enemy Act, as amended, any of the foreign assets control regulations of the United States Treasury Department

(31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto, the Executive Order referred to in the following sentence or the U.S. Bank Secrecy Act (31 U.S.C. §§ 5311 et seq.). Mortgagor is not a Person described by section 1 of Executive Order 13224 of September 24, 2001 entitled Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit or Support Terrorism, 66 Fed. Reg. 49,079 (2001), as amended, and Mortgagor does not engage in any transactions or dealings, or is otherwise associated with any such Persons. Mortgagor is not bound by any agreement, document, instrument, judgment, decree, order, statute, law, rule or regulation that limits or could reasonably be expected to limit its performance under the Loan Documents or this Mortgage.

Section 3.19 Inspection; Management. Mortgagee and any persons authorized by Mortgagee shall have the right to enter and inspect the Mortgaged Property at all reasonable times. If, at any time after an Event of Default by Mortgagor, the management or maintenance of the Mortgaged Property is determined by Mortgagee to be unsatisfactory and is not corrected within thirty (30) days after notice to Mortgagor, Mortgagor will, to the extent Mortgagor is entitled under third party agreements affecting the same, employ, for the duration of such Event of Default, as managing agent of the Mortgaged Property, any person from time to time designated or approved by Mortgagee.

ARTICLE IV
Rights and Remedies

Section 4.01 Event of Default. As used in this Mortgage, an "Event of Default" means the failure by Mortgagor for ten (10) days from the date Mortgagor knew or should have known of such failure to comply with any covenant, agreement, warranty or condition herein required to be observed, kept or performed or the occurrence of an "Event of Default" or Triggering Event, each as defined under the Notes.

Section 4.02 Foreclosure and Sale.

(a) If an Event of Default shall occur and be continuing, Mortgagee shall have the right and option to proceed with foreclosure by directing Trustee, or his successors or substitutes in trust, to proceed with foreclosure and to sell, to the extent permitted by law, all or any portion of the Mortgaged Property at one or more sales, as an entirety or in parcels, at such place or places in otherwise such manner and upon such notice as may be required by law, or, in the absence of any such requirement, as Mortgagee may deem appropriate, and to make conveyance to the purchaser or purchasers. Where the Mortgaged Property is situated in more than one jurisdiction, notice as above provided shall be posted and filed in all such jurisdictions (if such notices are required by law), and all such Mortgaged Property may be sold in any such jurisdiction and any such notice shall designate the jurisdiction where such Mortgaged Property is to be sold. Nothing contained in this Section 4.02 shall be construed so as to limit in any way Trustee's rights to sell the Mortgaged Property, or any portion thereof, by private sale if, and to the extent that, such private sale is permitted under the laws of the applicable jurisdiction or by public or private sale after entry of a judgment by any court of competent jurisdiction so ordering. Mortgagor hereby irrevocably appoints Trustee to be the attorney of Mortgagor and in the name and on behalf of Mortgagor to execute and deliver any deeds, transfers, conveyances, assignments, assurances and notices which Mortgagor ought to execute and deliver and do and perform any and all such acts and things which Mortgagor ought to do and perform under the covenants herein contained and generally, to use the name of Mortgagor in the exercise of all or any of the powers hereby conferred on Trustee. At any such sale: (i) whether made under the power herein contained or any other legal enactment, or by virtue of any judicial proceedings or any other legal right, remedy or recourse, it shall not be necessary for Trustee to have physically present, or to have constructive possession of, the Mortgaged Property (Mortgagor hereby

covenanting and agreeing to deliver to Trustee any portion of the Mortgaged Property not actually or constructively possessed by Trustee immediately upon demand by Trustee) and the title to and right of possession of any such property shall pass to the purchaser thereof as completely as if the same had been actually present and delivered to purchaser at such sale, (ii) each instrument of conveyance executed by Trustee shall contain a general warranty of title, binding upon Mortgagor and its successors and assigns, (iii) each and every recital contained in any instrument of conveyance made by Trustee shall conclusively establish the truth and accuracy of the matters recited therein, including, without limitation, nonpayment of the Indebtedness, advertisement and conduct of such sale in the manner provided herein and otherwise by law and appointment of any successor Trustee hereunder, (iv) any and all prerequisites to the validity thereof shall be conclusively presumed to have been performed, (v) the receipt of Trustee or of such other party or officer making the sale shall be a sufficient discharge to the purchaser or purchasers for its purchase money and no such purchaser or purchasers, or its assigns or personal representatives, shall thereafter be obligated to see to the application of such purchase money, or be in any way answerable for any loss, misapplication or nonapplication thereof, (vi) to the fullest extent permitted by law, Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Mortgagor, and against any and all other persons claiming or to claim the property sold or any part thereof, by, through or under Mortgagor, and (vii) to the extent and under such circumstances as are permitted by law, Mortgagee may be a purchaser at any such sale, and shall have the right, after paying or accounting for all costs of said sale or sales, to credit the amount of the bid upon the amount of the Indebtedness (in the order of priority set forth in Section 4.14 hereof) in lieu of cash payment.

(b) With respect to that portion, if any, of the Mortgaged Property situated in the State of Wyoming, this instrument may be foreclosed by advertisement and sale as provided by applicable Wyoming statutes.

(c) Upon the occurrence of an Event of Default, Mortgagee may exercise its rights of enforcement with respect to the Mortgaged Properties or any part thereof under the Applicable UCC of any State where any portion of the Mortgaged Properties are located or under any other statute in force in any state to the extent the same is applicable law. Cumulative of the foregoing and the other provisions of this Section 4.02: (i) to the extent permitted by law, upon the occurrence and during the continuance of an Event of Default Mortgagee may enter upon the Mortgaged Properties or otherwise upon Mortgagor's premises to take possession of, assemble and collect the personal property portion of the Mortgaged Properties or to render it unusable; (ii) upon the occurrence and during the continuance of an Event of Default Mortgagee may require Mortgagor to assemble the personal property and make it available at a place Mortgagee designates which is mutually convenient to allow Mortgagee to take possession or dispose of the personal property; (iii) written notice mailed to Mortgagor as provided herein at least five (5) days prior to the date of public sale of the personal property or prior to the date after which private sale of the personal property will be made shall constitute reasonable notice; (iv) in the event of a foreclosure of the liens, privileges and/or security interests evidenced hereby, the personal property, or any part thereof, and the Mortgaged Properties, or any part thereof, may, at the option of Mortgagee, be sold, as a whole or in parts, together or separately (including, without limitation, where a portion of the Mortgaged Properties is sold, the personal property related thereto may be sold in connection therewith); (v) upon the occurrence and during the continuance of an Event of Default, Mortgagee or the Trustee may, to the extent permitted under applicable law, elect to treat the fixtures included in the Mortgaged Properties either as real property or as personal property, or both, and proceed to exercise such rights as apply thereto; and (vi) with respect to any sale of real property included in the Mortgaged Properties made under the powers of sale herein granted and conferred, Mortgagee or the Trustee may, to the extent

permitted by applicable law, include in such sale any personal property and fixtures included in the Mortgaged Properties and relating to such real property.

Section 4.03 Agents. Trustee or his successor or substitute may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Trustee, including the posting of notices and the conduct of sale, but in the name and on behalf of Trustee, his successor or substitute. If Trustee or his successor or substitute shall have given notice of sale hereunder, any successor or substitute trustee thereafter appointed may complete the sale and the conveyance of the property pursuant thereto as if such notice had been given by the successor or substitute trustee conducting the sale.

Section 4.04 Judicial Foreclosure; Receivership. If any of the Indebtedness shall become due and payable and shall not be promptly paid, Trustee or Mortgagee shall have the right and power to proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure hereunder or for the sale of the Mortgaged Property under the judgment or decree of any court or courts of competent jurisdiction or for the enforcement of any other appropriate legal or equitable remedy. In addition to all other remedies herein provided for, Mortgagor agrees that, upon the occurrence of an Event of Default or any event or circumstance which, with the lapse of time or the giving of notice, or both, would constitute an Event of Default hereunder, Mortgagee shall as a matter of right be entitled to the appointment of a receiver or receivers for all or any part of the Mortgaged Property, whether such receivership be incident to a proposed sale (or sales) of such property or otherwise, and without regard to the value of the Mortgaged Property or the solvency of any person or persons liable for the payment of the Indebtedness secured hereby, and Mortgagor does hereby consent to the appointment of such receiver or receivers, waives any and all defenses to such appointment, and agrees not to oppose any application therefor by Mortgagee, and agrees that such appointment shall in no manner impair, prejudice or otherwise affect the rights of Mortgagee under Article II hereof. Mortgagor expressly waives notice of a hearing for appointment of a receiver and the necessity for bond or an accounting by the receiver. Nothing herein is to be construed to deprive Mortgagee of any other right, remedy or privilege it may now or hereafter have under the law to have a receiver appointed. Any money advanced by Trustee and/or Mortgagee in connection with any such receivership shall be a demand obligation (which obligation Mortgagor hereby expressly promises to pay) included in the Indebtedness owing by Mortgagor to the Trustee and/or Mortgagee and shall bear interest from the date of making such advance by Trustee and/or Mortgagee until paid at the then applicable interest rate under the Note (the "Applicable Rate").

Section 4.05 Foreclosure for Installments. Mortgagee shall also have the option to proceed with foreclosure in satisfaction of any installments of the Indebtedness which have not been paid when due either through the courts or by directing Trustee or his successors in trust to proceed with foreclosure in satisfaction of the matured but unpaid portion of the Indebtedness as if under a full foreclosure, conducting the sale as herein provided and without declaring the entire principal balance and accrued interest due; such sale may be made subject to the unmatured portion of the Indebtedness, and any such sale shall not in any manner affect the unmatured portion of the Indebtedness, but as to such unmatured portion of the Indebtedness this Mortgage shall remain in full force and effect just as though no sale had been made hereunder. It is further agreed that several sales may be made hereunder without exhausting the right of sale for any unmatured part of the Indebtedness, it being the purpose hereof to provide for a foreclosure and sale of the security for any matured portion of the Indebtedness without exhausting the power to foreclose and sell the Mortgaged Property for any subsequently maturing portion of the Indebtedness.

Section 4.06 Separate Sales. The Mortgaged Property may be sold in one or more parcels and in such manner and order as Mortgagee, in its sole discretion, may elect, it being expressly understood and agreed that the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

Section 4.07 Possession of Mortgaged Property. Mortgagor agrees to the full extent that it lawfully may, that, in case one or more of the Events of Default shall have occurred and shall not have been remedied, then, and in every such case, Trustee or Mortgagee shall have the right and power to enter into and upon and take possession of all or any part of the Mortgaged Property in the possession of Mortgagor, its successors or assigns, or its or their agents or servants, and may exclude Mortgagor, its successors or assigns, and all persons claiming under Mortgagor, and its or their agents or servants wholly or partly therefrom; and, holding the same, Trustee may use, administer, manage, operate and control the Mortgaged Property and conduct the business thereof to the same extent as Mortgagor, its successors or assigns, might at the time do and may exercise all rights and powers of Mortgagor, in the name, place and stead of Mortgagor, or otherwise as Trustee shall deem best. All costs, expenses and liabilities of every character incurred by Trustee and/or Mortgagee in administering, managing, operating, and controlling the Mortgaged Property shall constitute a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to Trustee and/or Mortgagee and shall bear interest from date of expenditure until paid at the Applicable Rate, all of which shall constitute a portion of the Indebtedness and shall be secured by this Mortgage and all other security instruments.

Section 4.08 Occupancy After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale Mortgagor or Mortgagor's representatives, successors or assigns or any other person claiming any interest in the Mortgaged Property by, through or under Mortgagor, are occupying or using the Mortgaged Property or any part thereof, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either the landlord or tenant, or at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser; to the extent permitted by applicable law, the purchaser at such sale shall, notwithstanding any language herein apparently to the contrary, have the sole option to demand immediate possession following the sale or to permit the occupants to remain as tenants at will. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the Mortgaged Property (such as an action for forcible entry and detainer) in any court having jurisdiction.

Section 4.09 Remedies Cumulative, Concurrent and Nonexclusive. Every right, power and remedy herein given to Trustee or Mortgagee shall be cumulative and in addition to every other right, power and remedy herein specifically given or now or hereafter existing in equity, at law or by statute (including specifically those granted by the Applicable UCC in effect and applicable to the Mortgaged Property or any portion thereof) each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time and so often and in such order as may be deemed expedient by Trustee or Mortgagee, and the exercise, or the beginning of the exercise, of any such right, power or remedy shall 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 Trustee or Mortgagee in the exercise of any right, power or remedy shall 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.

Section 4.10 No Release of Obligations. Neither Mortgagor, any other Infinity Party, any guarantor nor any other person hereafter obligated for payment of all or any part of the Indebtedness shall be relieved of such obligation by reason of (a) the failure of Trustee to comply with any request of Mortgagor, or any guarantor or any other person so obligated to foreclose the lien of this Mortgage or to

enforce any provision hereunder or under the any of the Loan Documents; (b) the release, regardless of consideration, of the Mortgaged Property or any portion thereof or interest therein or the addition of any other property to the Mortgaged Property; (c) any agreement or stipulation between any subsequent owner of the Mortgaged Property and Mortgagee extending, renewing, rearranging or in any other way modifying the terms of this Mortgage without first having obtained the consent of, given notice to or paid any consideration to Mortgagor, any other Infinity Party, any guarantor or such other person, and in such event Mortgagor, the Infinity Parties, guarantor and all such other persons shall continue to be liable to make payment according to the terms of any such extension or modification agreement unless expressly released and discharged in writing by Mortgagee; or (d) by any other act or occurrence save and except the complete payment of the Indebtedness and the complete fulfillment of all obligations hereunder or under the Loan Documents.

Section 4.11 Release of and Resort to Collateral. Mortgagee may release, regardless of consideration, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interest created in or evidenced by this Mortgage or its stature as a first and prior lien and security interest in and to the Mortgaged Property, and without in any way releasing or diminishing the liability of any person or entity liable for the repayment of the Indebtedness. For payment of the Indebtedness, Mortgagee may resort to any other security therefor held by Mortgagee or Trustee in such order and manner as Mortgagee may elect.

Section 4.12 Waiver of Redemption, Notice and Marshalling of Assets, Etc. To the fullest extent permitted by law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefits that might accrue to Mortgagor by virtue of any present or future moratorium law or other law exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any appraisement, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment; provided, however, that if the laws of any state do not permit the redemption period to be waived, the redemption period is specifically reduced to the minimum amount of time allowable by statute; (b) all notices of any Event of Default or of Mortgagee's intention to accelerate maturity of the Indebtedness or of Trustee's election to exercise or his actual exercise of any right, remedy or recourse provided for hereunder or under the Loan Documents; and (c) any right to a marshalling of assets or a sale in inverse order of alienation. If any law referred to in this Mortgage and now in force, of which Mortgagor or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall thereafter be deemed not to constitute any part of the contract herein contained or to preclude the operation or application of the provisions hereof.

Section 4.13 Discontinuance of Proceedings. In case Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted hereunder or under the Loan Documents and shall thereafter elect to discontinue or abandon same for any reason, Mortgagee shall have the unqualified right so to do and, in such an event, Mortgagor and Mortgagee shall be restored to their former positions with respect to the Indebtedness, this Mortgage, the Loan Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee shall continue as if same had never been invoked.

Section 4.14 Application of Proceeds. The proceeds of any sale of the Mortgaged Property or any part thereof and all other monies received by Trustee or Mortgagee in any proceedings for the enforcement hereof or otherwise, whose application has not elsewhere herein been specifically provided for, shall be applied:

(a) First, to the payment of all costs and expenses incurred by Trustee or Mortgagee incident to the enforcement of this Mortgage, the Loan Documents or any of the Indebtedness (including, without

[redacted] [redacted] [redacted]

limiting the generality of the foregoing, expenses of any entry or taking of possession, of any sale, of advertisement thereof, and of conveyances, and court costs, compensation of agents and empioyees, legal fees and a reasonable commission to Trustee acting in connection herewith or hereunder), and to the payment of all other charges, expenses, liabilities and advances incurred or made by Trustee or Mortgagee under this Mortgage or in executing any trust or power hereunder;

(b) second, to payment of the Indebtedness in such order and manner as Mortgagee may elect in Mortgagee's sole discretion; and

(c) third, to Mortgagor or such other persons as may be entitled thereto by law or as otherwise required by any court of competent jurisdiction.

Section 4.15 Resignation of Operator. In addition to all rights and remedies under this Mortgage, at law and in equity, if any Event of Default shall occur and Trustee or Mortgagee shall exercise any remedies under this Mortgage with respect to any portion of the Mortgaged Property (or Mortgagor shall transfer any Mortgaged Property "in lieu of" foreclosure), Mortgagee or Trustee shall have the right to request that any operator of any Mortgaged Property which is either Mortgagor or any affiliate of Mortgagor to resign as operator under the joint operating agreement applicable thereto, and no later than 60 days after receipt by Mortgagor of any such request, Mortgagor shall resign (or cause such other party to resign) as operator of such Mortgaged Property.

Section 4.16 **INDEMNITY**. IN CONNECTION WITH ANY ACTION TAKEN BY TRUSTEE AND/OR MORTGAGEE PURSUANT TO THIS MORTGAGE, TRUSTEE AND/OR MORTGAGEE AND THEIR OFFICERS, DIRECTORS, PARTNERS, MEMBERS, INVESTORS, EQUITY HOLDERS, EMPLOYEES, REPRESENTATIVES, AGENTS, ADVISORS, ATTORNEYS, ACCOUNTANTS AND EXPERTS AND ANY PERSONS OR ENTITIES OWNED OR CONTROLLED BY TRUSTEE, OR MORTGAGEE OR ANY SUCH OTHER PERSON OR ENTITY ("INDEMNIFIED PARTIES") SHALL NOT BE LIABLE FOR ANY LOSS SUSTAINED BY MORTGAGOR RESULTING FROM AN ASSERTION THAT MORTGAGEE HAS RECEIVED FUNDS FROM THE PRODUCTION OF HYDROCARBONS CLAIMED BY THIRD PERSONS OR ANY ACT OR OMISSION OF ANY INDEMNIFIED PARTY IN ADMINISTERING, MANAGING, OPERATING OR CONTROLLING THE MORTGAGED PROPERTY INCLUDING SUCH LOSS WHICH MAY RESULT FROM THE ORDINARY NEGLIGENCE OF AN INDEMNIFIED PARTY UNLESS SUCH LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNIFIED PARTY, NOR SHALL TRUSTEE AND/OR MORTGAGEE BE OBLIGATED TO PERFORM OR DISCHARGE ANY OBLIGATION, DUTY OR LIABILITY OF MORTGAGOR. MORTGAGOR SHALL AND DOES HEREBY AGREE TO INDEMNIFY EACH INDEMNIFIED PARTY FOR, AND TO HOLD EACH INDEMNIFIED PARTY HARMLESS FROM, ANY AND ALL LIABILITY, LOSS OR DAMAGE WHICH MAY OR MIGHT BE INCURRED BY ANY INDEMNIFIED PARTY BY REASON OF THIS MORTGAGE OR THE EXERCISE OF RIGHTS OR REMEDIES HEREUNDER; SHOULD TRUSTEE AND/OR MORTGAGEE MAKE ANY EXPENDITURE ON ACCOUNT OF ANY SUCH LIABILITY, LOSS OR DAMAGE, THE AMOUNT THEREOF, INCLUDING COSTS, EXPENSES AND REASONABLE ATTORNEYS' FEES, SHALL BE A DEMAND OBLIGATION (WHICH OBLIGATION MORTGAGOR HEREBY EXPRESSLY PROMISES TO PAY) OWING BY MORTGAGOR TO TRUSTEE AND/OR MORTGAGEE AND SHALL BEAR INTEREST FROM THE DATE EXPENDED UNTIL PAID AT A RATE PER ANNUM EQUAL TO THE RATE OF INTEREST CHARGED UNDER THE NOTES AFTER AN EVENT OF DEFAULT PLUS 2%, SHALL BE A PART OF THE INDEBTEDNESS AND SHALL BE SECURED BY THIS MORTGAGE AND ANY OTHER SECURITY INSTRUMENT. MORTGAGOR HEREBY ASSENTS TO, RATIFIES AND CONFIRMS ANY AND ALL ACTIONS OF TRUSTEE AND/OR MORTGAGEE WITH RESPECT TO THE MORTGAGED PROPERTY TAKEN UNDER THIS MORTGAGE. THE LIABILITIES OF MORTGAGOR AS SET FORTH IN THIS SECTION 4.16 SHALL SURVIVE THE TERMINATION OF THIS MORTGAGE.

ARTICLE V
Trustee

Section 5.01 Duties, Rights, and Powers of Trustee. It shall be no part of the duty of Trustee to see to any recording, filing or registration of this Mortgage or any other instrument in addition or supplemental thereto, or to give any notice thereof, or to see to the payment of or be under any duty in respect of any tax or assessment or other governmental charge which may be levied or assessed on the Mortgaged Property, or any part thereof, or against Mortgagor, or to see to the performance or observance by Mortgagor of any of the covenants and agreements contained herein. Trustee shall not be responsible for the execution, acknowledgment or validity of this Mortgage or of any instrument in addition or supplemental hereto or for the sufficiency of the security purported to be created hereby, and makes no representation in respect thereof or in respect of the rights of Mortgagee. Trustee shall have the right to advise with counsel upon any matters arising hereunder and shall be fully protected in relying as to legal matters on the advice of counsel. Trustee shall not incur any personal liability hereunder except for Trustee's own willful misconduct; and Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder, believed by him in good faith to be genuine.

Section 5.02 Successor Trustee. Trustee may resign by written notice addressed to Mortgagee or be removed at any time with or without cause by an instrument in writing duly executed on behalf of Mortgagee. In case of the death, resignation or removal of Trustee, a successor trustee may be appointed by Mortgagee by instrument of substitution complying with any applicable requirements of law, or, in the absence of any such requirement, without other formality than appointment and designation in writing. Written notice of such appointment and designation shall be given by Mortgagee to Mortgagor, but the validity of any such appointment shall not be impaired or affected by failure to give such notice or by any defect therein. Such appointment and designation shall be full evidence of the right and authority to make the same and of all the facts therein recited, and, upon the making of any such appointment and designation, this Mortgage shall vest in the successor trustee all the estate and title in and to all of the Mortgaged Property, and the successor trustee shall thereupon succeed to all of the rights, powers, privileges, immunities and duties hereby conferred upon Trustee named herein, and one such appointment and designation shall not exhaust the right to appoint and designate a successor trustee hereunder but such right may be exercised repeatedly as long as any Indebtedness remains unpaid hereunder. To facilitate the administration of the duties hereunder, Mortgagee may appoint multiple trustees to serve in such capacity or in such jurisdictions as Mortgagee may designate.

Section 5.03 Retention of Moneys. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any moneys received by him hereunder.

ARTICLE VI
Miscellaneous

Section 6.01 Instrument Construed as Mortgage, Etc. With respect to any portions of the Mortgaged Property located in any state or other jurisdiction the laws of which do not provide for the use or enforcement of a deed of trust or the office, rights and authority of Trustee as herein provided, the general language of conveyance hereof to Trustee is intended and the same shall be construed as words of mortgage unto and in favor of Mortgagee and the rights and authority granted to Trustee herein may be enforced and asserted by Mortgagee in accordance with the laws of the jurisdiction in which such portion of the Mortgaged Property is located and the same may be foreclosed at the option of Mortgagee as to any

or all such portions of the Mortgaged Property in any manner permitted by the laws of the jurisdiction in which such portions of the Mortgaged Property is situated. This Mortgage may be construed as a mortgage, deed of trust, chattel mortgage, conveyance, assignment, security agreement, pledge, financing statement, hypothecation or contract, or any one or more of them, in order fully to effectuate the lien hereof and the purposes and agreements herein set forth.

Section 6.02 Release of Mortgage. If all Indebtedness secured hereby shall be paid in full in cash and all Loan Documents terminated, Mortgagee shall forthwith cause satisfaction and discharge of this Mortgage to be entered upon the record at the expense of Mortgagor and shall execute and deliver or cause to be executed and delivered such instruments of satisfaction and reassignment as may be appropriate. Otherwise, this Mortgage shall remain and continue in full force and effect.

Section 6.03 Severability. If any provision hereof is invalid or unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction and the remaining provisions hereof shall be liberally construed in favor of Trustee and Mortgagee in order to effectuate the provisions hereof, and the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

Section 6.04 Successors and Assigns of Parties. The term "Mortgagee" as used herein shall mean and include any legal owner, holder, assignee or pledgee of any of the Indebtedness secured hereby. The terms used to designate Trustee, Mortgagee and Mortgagor shall be deemed to include the respective heirs, legal representatives, successors and assigns of such parties.

Section 6.05 Satisfaction of Prior Encumbrance. To the extent that proceeds of the Notes are used to pay indebtedness secured by any outstanding lien, security interest, charge or prior encumbrance against the Mortgaged Property, such proceeds have been advanced by Mortgagee at Mortgagor's request, and Mortgagee shall be subrogated to any and all rights, security interests and liens owned by any owner or holder of such outstanding liens, security interests, charges or encumbrances, irrespective of whether said liens, security interests, charges or encumbrances are released, and it is expressly understood that, in consideration of the payment of such other indebtedness by Mortgagee, Mortgagor hereby waives and releases all demands and causes of action for offsets and payments to, upon and in connection with the said indebtedness.

Section 6.06 Subrogation of Trustee. This Mortgage is made with full substitution and subrogation of Trustee and his successors in this trust and his and their assigns in and to all covenants and warranties by others heretofore given or made in respect of the Mortgaged Property or any part thereof.

Section 6.07 Nature of Covenants. The covenants and agreements herein contained shall constitute covenants running with the land and interests covered or affected hereby and shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

Section 6.08 Notices. All notices, requests, consents, demands and other communications required or permitted hereunder shall be given or furnished in accordance with the terms of the Purchase Agreement relating to the giving of notices (it being agreed to and understood that delivery to Infinity of any such notice request, consent, demand or other communication shall be deemed delivery to Mortgagor).

Section 6.09 Counterparts. This Mortgage is being executed in several counterparts, all of which are identical, except that to facilitate recordation, if the Mortgaged Property is situated in more than one jurisdiction descriptions of only those portions of the Mortgaged Property located in, and

descriptions of the Prior Mortgages (as defined herein) for, the jurisdiction in which a particular counterpart is recorded shall be attached as Exhibit A thereto. An Exhibit A containing a description of all Mortgaged Property wheresoever situated will be attached to that certain counterpart to be attached to a Financing Statement and filed with the Secretary of State of Wyoming in the Uniform Commercial Code Records. Each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same instrument provided that a facsimile signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile signature.

Section 6.10 Effective as a Financing Statement. This Mortgage, among other things, covers goods which are or are to become fixtures on the real property described herein and covers as-extracted collateral related to the real/immovable property described herein. This Mortgage shall be effective as a financing statement (i) filed as a fixture filing with respect to all fixtures included within the Mortgaged Property, (ii) covering as-extracted collateral with respect to all as-extracted collateral included within the Mortgaged Property (including, without limitation, all oil, gas, other minerals and other substances of value which may be extracted from the earth at the wellhead or minehead) and (iii) covering all other Mortgaged Property. This Mortgage is to be filed for record in the real/immovable property records of each county or parish where any part of the Mortgaged Property is situated and may also be filed in the offices of the Bureau of Land Management or the Minerals Management Service or any relevant state agency (or any successor agencies). The mailing address of Mortgagor is the address of Mortgagor set forth at the end of this Mortgage and the address of Mortgagee from which information concerning the security interests hereunder may be obtained is the address of Mortgagee set forth at the end of this Mortgage. Nothing contained in this paragraph shall be construed to limit the scope of this Mortgage nor its effectiveness as a financing statement covering any type of property. A carbon, photographic, facsimile or other reproduction of this Mortgage or of any financing statement relating to this Mortgage shall be sufficient as a financing statement for any of the purposes referred to this Section. Without limiting any other provision herein, Mortgagor hereby authorizes Mortgagee to file, in any filing or recording office one or more financing statements and any renewal or continuation statements thereof.

Section 6.11 No Impairment of Security. To the extent allowed by applicable law, the lien, privilege, security interest and other security rights hereunder shall not be impaired by any indulgence, moratorium or release which may be granted including, but not limited to, any renewal, extension or modification which may be granted with respect to any secured obligations, or any surrender, compromise, release, renewal, extension, exchange or substitution which may be granted in respect of the Mortgaged Property (including without limitation Production Proceeds), or any part thereof or any interest therein, or any release or indulgence granted to any borrower, endorser, guarantor or surety of any Indebtedness.

Section 6.12 Acts Not Constituting Waiver. Any Event of Default may be waived without waiving any other prior or subsequent Event of Default. Any Event of Default may be remedied without waiving the Event of Default remedied. Neither failure to exercise, nor delay in exercising, any right, power or remedy upon any Event of Default shall be construed as a waiver of such Event of Default or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise of any right, power or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right, power or remedy hereunder may be exercised at any time and from time to time. No modification or waiver of any provision hereof nor consent to any departure by Mortgagor therefrom shall in any event be effective unless the same shall be in writing and signed by Mortgagee and then such waiver or consent shall be effective only in the specific instances, for the purpose for which given and to the extent therein specified. No notice nor demand on Mortgagor in any case shall of itself entitle Mortgagor to any other or further notice or demand in similar or other

circumstances. Acceptance of any payment in an amount less than the amount then due on any Indebtedness shall be deemed an acceptance on account only and shall not in any way excuse the existence of an Event of Default hereunder.

Section 6.13 Mortgagor's Successors. In the event the ownership of any Mortgaged Property or any part thereof becomes vested in a person other than Mortgagor, then, without notice to Mortgagor, such successor or successors in interest may be dealt with, with reference to this Mortgage and to the obligations secured hereby, in the same manner as with Mortgagor, without in any way vitiating or discharging Mortgagor's liability hereunder or for the payment of the Indebtedness or performance of the obligations secured hereby. No transfer of any Mortgaged Property, no forbearance, and no extension of the time for the payment of any Indebtedness secured hereby, shall operate to release, discharge, modify, change or affect, in whole or in part, the liability of Mortgagor hereunder or for the payment of the Indebtedness or performance of the obligations secured hereby, or the liability of any other person hereunder or for the payment of the Indebtedness.

Section 6.14 Certain Consents. Except where otherwise expressly provided herein, in any instance hereunder where the approval, consent or the exercise of judgment of Mortgagee is required, the granting or denial of such approval or consent and the exercise of such judgment shall be within the sole discretion of Mortgagee, and Mortgagee shall not, for any reason or to any extent, be required to grant such approval or consent or exercise such judgment in any particular manner, regardless of the reasonableness of either the request or the judgment of such party.

Section 6.15 **GOVERNING LAW**. WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW, THIS MORTGAGE SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE AND THE LAWS OF THE UNITED STATES OF AMERICA, EXCEPT THAT TO THE EXTENT THAT THE LAW OF A STATE IN WHICH A PORTION OF THE MORTGAGED PROPERTY IS LOCATED (OR WHICH IS OTHERWISE APPLICABLE TO A PORTION OF THE MORTGAGED PROPERTY) NECESSARILY OR, IN THE SOLE DISCRETION OF THE MORTGAGEE, APPROPRIATELY GOVERNS WITH RESPECT TO PROCEDURAL AND SUBSTANTIVE MATTERS RELATING TO THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIENS, PRIVILEGES, SECURITY INTERESTS AND OTHER RIGHTS AND REMEDIES OF THE TRUSTEE OR MORTGAGEE GRANTED HEREIN, THE LAW OF SUCH STATE SHALL APPLY AS TO THAT PORTION OF THE MORTGAGED PROPERTY LOCATED IN (OR WHICH IS OTHERWISE SUBJECT TO THE LAWS OF) SUCH STATE.

Section 6.16 **EXCULPATION PROVISIONS**. EACH OF THE PARTIES HERETO SPECIFICALLY AGREES THAT IT HAS A DUTY TO READ THIS MORTGAGE; AND AGREES THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS OF THIS MORTGAGE; THAT IT HAS IN FACT READ THIS MORTGAGE AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS MORTGAGE; THAT IT HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF ITS CHOICE THROUGHOUT THE NEGOTIATIONS PRECEDING ITS EXECUTION OF THIS MORTGAGE; AND HAS RECEIVED THE ADVICE OF ITS ATTORNEY IN ENTERING INTO THIS MORTGAGE; AND THAT IT RECOGNIZES THAT CERTAIN OF THE TERMS OF THIS MORTGAGE RESULT IN ONE PARTY ASSUMING THE LIABILITY INHERENT IN SOME ASPECTS OF THE TRANSACTION AND RELIEVING THE OTHER PARTY OF ITS RESPONSIBILITY FOR SUCH LIABILITY. EACH PARTY HERETO AGREES AND COVENANTS THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEABILITY OF ANY EXCULPATORY PROVISION OF THIS MORTGAGE ON THE BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT "CONSPICUOUS.

Section 6.17 FINAL AGREEMENT. THE LOAN DOCUMENTS, THIS MORTGAGE AND THE SECURITY DOCUMENTS AND THE OTHER WRITTEN DOCUMENTS EXECUTED IN CONNECTION HEREWITH REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OR PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 6.18 Subrogation; Prior Mortgages. To the extent that proceeds of the Indebtedness are used to pay obligations secured by any outstanding lien, privilege, security interest, charge or prior encumbrance against any Mortgaged Property ("Prior Mortgages"), such proceeds have been advanced at Mortgagor's request, and the Trustee for the benefit of the Mortgagee or the Mortgagee as agent for the party or parties advancing the same shall be subrogated to any and all rights, security interests and liens owned by any owner or holder of such Prior Mortgages, privileges, security interests, charges or encumbrances, irrespective of whether said liens, privileges, security interests, charges or encumbrances are released, and it is expressly understood that, in consideration of the payment of such obligations, Mortgagor hereby waives and releases all demands and causes of action for offsets and payments to, upon and in connection with the said obligations. Mortgagor and Mortgagee acknowledge that this Mortgage amends, restates and consolidates the Prior Mortgages, and all liens, claims, rights, titles, interests and benefits created and granted by the Prior Mortgages shall continue to exist, remain valid and subsisting, shall not be impaired or released hereby, shall remain in full force and effect and are hereby renewed, extended, carried forward and conveyed as security for the Indebtedness.

Section 6.19 Compliance with Usury Laws. It is the intent of Mortgagor, Mortgagee and all other parties to the Transaction Documents to contract in strict compliance with applicable usury law from time to time in effect. In furtherance thereof, it is stipulated and agreed that none of the terms and provisions contained herein or in the other Transaction Documents shall ever be construed to create a contract to pay, for the use, forbearance or detention of money, interest in excess of the maximum amount of interest permitted to be collected, charged, taken or received by applicable law from time to time in effect.

Section 6.20 Certain Obligations of Mortgagor. Without limiting Mortgagor's obligations hereunder, Mortgagor's liability hereunder and the obligations secured hereby shall extend to and include all post petition interest, expenses and other duties and liabilities with respect to Mortgagor's obligations hereunder which would be owed but for the fact that the same may be unenforceable due to the existence of a bankruptcy, reorganization or similar proceeding.

Section 6.21 Authority of Mortgagee. The holders of the Indebtedness secured hereby may, by agreement among them, provide for and regulate the exercise of rights and remedies hereunder, but, unless and until modified to the contrary in writing signed by all such persons and recorded in the same counties as this Mortgage is recorded, (i) all persons other than Mortgagor and its affiliates shall be entitled to rely on the releases, waivers, consents, approvals, notifications and other acts (including, without limitation, or the appointment or substitution of trustees hereunder and the bidding in of all or any part of the Indebtedness held by any one or more persons, whether the same be conducted under the provisions hereof or otherwise) of Mortgagee, without inquiry into any such agreements or the existence of required consent or approval of any holders of Indebtedness and without the joinder of any party other than Mortgagee in such releases, waivers, consents, approvals, notifications or other acts and (ii) all notices, requests, consents, demands and other communications required or permitted to be given hereunder may be given to Mortgagee.

[rest of page intentionally left blank; signature page follows]

WITNESS THE EXECUTION HEREOF, this 13th day of January, 2005, to be effective as of said date (the "Effective Date").

GRANTOR:

INFINITY OIL & GAS OF WYOMING, INC.

By: James A. Tuell
Name: JAMES A. TUELL
Title: PRESIDENT

The name and address of the Debtor/Grantor is:

Infinity Oil & Gas of Wyoming, Inc.
950 17th Street, Suite 800
Denver, Colorado 80202

The name and address of the Secured Party/Beneficiary is:

Prometheus Asset Management L.L.C.
750 Lexington, 22nd Floor
New York, New York 10022

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

The foregoing instrument was acknowledged before me this 13th day of January, 2005 by James A. Tuell as President of Infinity Oil & Gas of Wyoming, Inc., a Wyoming corporation, on behalf of said corporation.

Witness my hand and official seal.

Dianne Hawk-Brown
Notary Public

My commission expires: 6-1-07

DGS-W-615589_1.DOC
1/13/2005 8:26 AM
#615589.1
01/13/05 8:26 AM

[redacted] [redacted] [redacted]

EXHIBIT A
TO SUBLETTE COUNTY,
WYOMING
MORTGAGE

EXHIBIT "A"
SCHEDULE OF LEASES

LESSOR	LEASE DATE	RECORDING VOL/PAGE	TOWNSHIP	RANGE	LEGAL DESCRIPTION	COUNTY	STATE
LA BARGE PROSPECT							
United States of America WYW-136852	7/1/1995	unrec	29	114	SECTION 1: LOTS 1-4, S2NW4,N2SW4, SECTION 2: LOTS 1,4, SE/4NE/4, SW/4NW/4, NE/4SE/4, SECTION 11: SW/4NE/4, W/2, SE/4, SECTION 12: NW/4SW/4, S/2S/2, SECTION 13: ALL, SECTION 14: ALL	Sublette	Wyoming
United States of America WYW-136855	7/1/1995	unrec	30	114	SECTION 17: SW/4, SECTION 19: SW/4NE/4, NW/4SE/4, SECTION 20: N/2SW/4, SECTION 27: N/2NNW, SECTION 30: LOTS 3 & 4, SE/4NE/4, E/2SW/4	Sublette	Wyoming
United States of America WYW-136857	7/1/1995	unrec	30	114	Section 27: S2NW,N2SW	Sublette	Wyoming
United States of America WYW-56739	12/1/1976	unrec	30	114	Sec 32: SE,SENE,E2SW,SWSW	Sublette	Wyoming
United States of America WYW-36438	10/1/1972	unrec	30	114	Sec 33: ALL	Sublette	Wyoming
United States of America WYW-38887	4/1/1973	unrec	29	114	Sec 4: Lot 4, SWNW, S/2, S/2NE; Sec 5: Lots 1-3, S2N2,NESW,SE, W/2SW, SESW	Sublette	Wyoming
Robert V. Thompson	4/6/2001	117/597	29	113 114	Sec. 7: Lots 1,2, W2NE, E2NW, Sec 8: NENW;R114W, Sec 1: Lots 5-7, SWNE, W2SE, Sec 11: SENE, Sec 12: NE, N2SE,NESW, S2NW	Sublette	Wyoming
Gordon M. Mickelson	4/6/2001	118/144	29	113	Sec 5: Lots 2,3, S2NW,SWNE,SW,W2SE, Sec 6: Lots 5-7, SE,E2SW,SENW,S2NE	Sublette	Wyoming

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EXHIBIT "A"
SCHEDULE OF LEASES

LESSOR	LEASE DATE	RECORDING VOL/PAGE	TOWNSHIP	RANGE	LEGAL DESCRIPTION	COUNTY	STATE
LA BARGE PROSPECT							
May Brown Jones	1/24/2002	121/111	30	114	Sec 15: SW; Sec 21: E2NE; Sec 22: SENE,W2NE,NW; Sec 23: SENE,W2NE,NW,N2S2	Sublette	Wyoming
Kathleen King	1/22/2002	121/138	30	114	Sec 15: SW; Sec 21: E2NE; Sec 22: SENE,W2NE,NW; Sec 23: SENE,W2NE,NW,N2S2	Sublette	Wyoming
Beulah Riggan	6/20/2002	121/105	30	114	Sec 15: SW; Sec 21: E2NE; Sec 22: SENE,W2NE,NW; Sec 23: SENE,W2NE,NW,N2S2	Sublette	Wyoming
Kathleen King, Trustee	1/24/2002	121/107	30	114	Sec 15: SW; Sec 21: E2NE; Sec 22: SENE,W2NE,NW; Sec 23: SENE,W2NE,NW,N2S2	Sublette	Wyoming
United States of America WYW-136357	5/1/1995	unrec	29	113	Sec 6: Lots 1-4	Sublette	Wyoming
United States of America WYW-157634	7/1/1995	unrec	30	114	SECTION 6: LOTS 1-7, S/2NE/4,SE/4NW/4,E/2SW/4,SE/4, SECTION 7: E/2SW/4, N/2SE/4, SECTION 22: S/2, SECTION 23: S/2SW/4, SW/4SE/4, SECTION 27: N/2NW/4	Sublette	Wyoming

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EXHIBIT "A"
SCHEDULE OF LEASES

LESSOR	LEASE DATE	RECORDING VOL/PAGE	TOWNSHIP	RANGE	LEGAL DESCRIPTION	COUNTY	STATE
LA BARGE PROSPECT							
United States of America 157636	7/1/1995	unrec	30	114	Section 27: S2NE/4,SE	Sublette	Wyoming
State of Wyoming ST-97-00213	5/2/1998	unrec	30	114	Sec 36: E2,SW	Sublette	Wyoming
United States of America WYW-136564	10/1/1999	unrec	30	113	Sec 31: Lots 2,3,4, E2SW,SWSE	Sublette	Wyoming
United States of America WYW-118393	12/1/1976	unrec	30	114	Sec 32: NW,N/2NE,SWNE,NWSW	Sublette	Wyoming
United States of America WYW-49663	4/1/1975	unrec	29	114	Sec 4: Lots 1,2,3,SENW	Sublette	Wyoming
United States of America WYW-60620	4/1/1976	unrec	29	114	Sec 5: Lot 4	Sublette	Wyoming
State of Wyoming 03-00220	6/2/2003	unrec	30	114	Sec 23: SESE	Sublette	Wyoming
Luce Ranch LP-ROW	12/20/1999	unrec	30	114	33: SESW	Sublette	Wyoming
Tanner Enterprises, LLC-ROW	12/20/1999	unrec	30	114	33: SWSE	Sublette	Wyoming
Miller, Mike (67 family ltd. ptnshp)	12/20/1999	unrec	30	114	33: SWSW	Sublette	Wyoming
ROW Wold	3/12/2001	unrec	29	114	16: NENE, W2NE, SENW, NWSW	Sublette	Wyoming
Cross Lazy Two L&L - SUA	9/27/2002	unrec	29	113	5,6,7,8	Sublette	Wyoming
			29	114	1,11,12		
Cross Lazy Two L&L - SUA	12/12/2002	unrec	29	114	1:SWNE	Sublette	Wyoming
Tanner Enterprises, LLC-ROW	8/26/2002	unrec	30	114	Sec 28: SW Sec 32: E2SE Sec 33: N2, W2SW	Sublette	Wyoming
67 Family LP	8/21/2002	unrec	30	114	Sec 29: SESW	Sublette	Wyoming
USA-WYW157050-ROW	2/18/003	unrec	29	114	Sec 5: S2NE	Sublette	Wyoming
USA-3X-17-ROW (not apprv'd yet)		unrec	29	114	17: SWSE	Sublette	Wyoming
Tanner Enterprises, LLC-ROW	7/30/2001	unrec	30	114	33: S2SW	Sublette	Wyoming
Tanner Enterprises, LLC-ROW	7/30/2001	unrec	30	114	32: S2SESE 33: S2SW	Sublette	Wyoming
Budd & Sons Land Co. - SUA	10/1/2004	unrec	29	113	5,6	Sublette	Wyoming
			29	114	1-4,9,10,15		
			30	113	31		
			30	[illegible]	[illegible]		

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EXHIBIT "A"
SCHEDULE OF LEASES

LESSOR	LEASE DATE	RECORDING VOL/PAGE	TOWNSHIP	RANGE	LEGAL DESCRIPTION	COUNTY	STATE
LA BARGE PROSPECT EXCLUDING AND EXCEPTING FROM THE LEASES AND LANDS DESCRIBED HEREIN THE FOLLOWING: The leasehold interests constituting the drillsite of the Riley Ridge Federal # 11-4 well, Riley Ridge Federal # 14-33 well and the Thompson # 6-1-29-113 well including any reworking, deepening, sidetracking or recompleting of such wells							

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EXHIBIT "A"
LIST OF WELLS

WELL NAME	LOCATION	WI	NRI
SWEETWATER COUNTY, WYOMING			
Pipeline 1-1-18-100	NENW Sec 1-T18N-R100W	100.000000%	78.500000%
Pipeline 1-2-18-100	NWNE Sec 1-T18N-R100W	100.000000%	78.500000%
Pipeline 1-3-18-100	NESE Sec 1-T18N-R100W	100.000000%	78.500000%
Pipeline 1-4-18-100	SWSW Sec 1-T18N-R100W	100.000000%	78.500000%
Pipeline 1-5-18-100	NESW Sec 1-T18N-R100W	100.000000%	78.500000%
Pipeline 1-6-18-100	NENW Sec 1-T18N-R100W	100.000000%	78.500000%
Pipeline 1-7-18-100	NWNE Sec 1-T18N-R100W	100.000000%	78.500000%
Pipeline 1-8-18-100	SESE Sec 1-T18N-R100W	100.000000%	78.500000%
Pipeline 1-9-18-100	NWSW Sec 1-T18N-R100W	100.000000%	78.500000%
Pipeline 1-11-18-100	C Sec 1-T18N-R100W	100.000000%	78.500000%
Pipeline 1-12-18-100	SE Sec 1-T18N-R100W	100.000000%	78.500000%
Ver Brugge # 2	CNE Sec 2-T18N-R100W	50.000000%	38.876000%
DeBrugge #1	SE Sec 2-T18N-R100W	50.000000%	38.876000%
Pipeline 11-2-18-100	NE Sec 11-T18N-R100W	100.000000%	78.500000%
Pipeline 11-3-18-100	SE Sec 11-T18N-R100W	100.000000%	78.500000%
Pipeline 11-4-18-100	SW Sec 11-T18N-R100W	100.000000%	78.500000%
Pipeline 12-1-18-100	NWNW Sec 12-T18N-R100W	100.000000%	83.500000%
Pipeline 12-2-18-100	SWNE Sec 12-T18N-R100W	100.000000%	83.500000%
Pipeline 12-3-18-100	SESE Sec 12-T18N-R100W	100.000000%	83.500000%
Pipeline 12-4-18-100	SESW Sec 12-T18N-R100W	100.000000%	83.500000%
Pipeline 13-1-18-100	SWNW Sec. 13-T18N-R100W	100.000000%	78.500000%
Pipeline 13-2-18-100	NENE Sec. 13-T18N-R100W	100.000000%	78.500000%
Pipeline 13-3-18-100	NESE Sec 13-T18N-R100W	100.000000%	78.500000%
Pipeline 13-4R-18-100	SESW Sec 13-T18N-R100W	100.000000%	78.500000%
Pipeline 13-11-18-100	NE Sec 13-T18N-R100W	100.000000%	78.500000%
Pipeline 13-12-18-100	NE Sec 13-T18N-R100W	100.000000%	78.500000%
Wolf Govt #1	NWNW Sec 14-T18N-R100W	50.000000%	38.84000%
Black Bear #1	NE Sec 14-T18N-R100W	50.000000%	38.84000%
Pipeline 23-1-19-100	NWNW Sec 23-T19N-R100W	100.000000%	78.500000%
Pipeline 23-2-19-100	SWNE Sec 23-T19N-R100W	100.000000%	78.500000%
[illegible]	[illegible]	[illegible]	[illegible]

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EXHIBIT "A"
LIST OF WELLS

WELL NAME	LOCATION	WI	NRI
Pipeline 23-4-19-100	SESW Sec 23-T19N-R100W	100.000000%	78.500000%
Pipeline 23-5-19-100	NESW Sec 23-T19N-R100W	100.000000%	78.500000%
Pipeline 23-11-19-100	C Sec 23-T19N-R100W	100.000000%	78.500000%
Pipeline 24-1-18-100	NWNW Sec 24-T18N-R100W	100.000000%	87.500000%
Pipeline 36-3-19-100	SE Sec 36-T19N-R100W	100.000000%	83.300000%
Tenmile12-3-20-100	SWSE Sec 12-T20N-R100W	100.000000%	87.500000%
SUBLETTE COUNTY, WYOMING			
Thompson 6-2-29-113	SWNE Sec 6-T29N-R113W	100.000000%	80.000000%
Thompson 6-4-29-113	NESW Sec 6-T29N-R113W	100.000000%	80.000000%
Thompson 1-2-29-114	SENE Sec 1-29N-114W	100.000000%	80.000000%
Thompson 1-3-29-114	SWSE Sec 1-29N-114W	100.000000%	80.000000%
Thompson 1-11-29-114	SWSE-1-29N-114W		
Riley Ridge PA "A"	Lots 2, 3, 4, S2NW, N2SW Sec 4-T29N-R114W	99.997448% BPO	79.998016% BPO
Riley Ridge PA "A"	Lots 1, 2, 3, S2NE, SENW, NESW, N2SE Sec 5-T29N-R114W	99.997448% BPO	79.998016% BPO
Riley Ridge PA "A"	SE, SESW Sec. 32-T30N-R114W	99.997448% BPO	79.998016% BPO
Riley Ridge PA "A"	SW, W2SE Sec. 33-T30N-R114W	99.997448% BPO	79.998016% BPO
Riley Ridge Fed 5-1	SWNE-5-29N-114W	99.997448% BPO	79.998016% BPO
Riley Ridge Fed 5-2	SWNE Sec 5-29N-114W	99.997448% BPO	79.998016% BPO
Riley Ridge Fed 41-5	NENE Sec 5-29N-114W	99.997448% BPO	79.998016% BPO
Riley Ridge Fed 44-32	SESE Sec 32-30N-114W	99.997448% BPO	79.998016% BPO

EXHIBIT "A"
LIST OF WELLS

WELL NAME	LOCATION	WI	NRI
ROUTT COUNTY, COLORADO			
State 36-8-88 No. 1	SWNW Sec 36-8N-88W	100.000000% BPO	82.350000% BPO
State 36-8-88 No. 2	SENW Sec 36-8N-88W	100.000000% BPO	82.350000% BPO
State 36-8-88 No. 3	NESE Sec 36-8N-88W	100.000000% BPO	82.350000% BPO
State 36-8-88 No. 4	NESW Sec 36-8N-88W	100.000000% BPO	82.350000% BPO
MOFFAT COUNTY, COLORADO			
West Fork 1-2-3-94	SWNE Sec 1-3N-94W	100.000000%	81.550000%
ERATH COUNTY, TEXAS			
Traylor #1-H	Three tracts out of the E.J. Johnson Survey, A-448 and Richard Disney Survey, A-211	90.000000%	72.000000%
Gaskey #1-H	One tract out of the M. F. Hernandez Survey, A-348	90.000000%	72.000000%
Koernel #1-H	Two tracts out of the E.J. Johnson Survey, A-448	90.000000%	72.000000%

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306936

RECORDED Jan 31 2005 11:25AM
IN BOOK 129 Q & G PAGE 357
FEES $ 11.00 Mary L. Lythgoe CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By L. Freeman

RELEASE AND RECONVEYANCE

THIS RELEASE AND RECONVEYANCE (this "Instrument"), dated as of December 30, 2004, is from U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Secured Party"), 918 Seventeenth Street, DN-CO-BB3E, Denver, Colorado 80202, to INFINITY OIL & GAS OF WYOMING, INC., a Wyoming corporation ("Debtor"), 950 Seventeenth Street, Suite 800, Denver, Colorado 80202.

RECITALS

A. Debtor executed and delivered to Secured Party a Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing dated as of September 4, 2003 (the "Mortgage"), covering the property and lands described therein, which description is incorporated herein by this reference. The Mortgage was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Wyoming	Sublette	09/17/03	105 Mtg.	242
Wyoming	Sweetwater	09/16/03	984	1380

B. Debtor and Secured Party desire that the Mortgage be released in its entirety.

RELEASE AND RECONVEYANCE

In consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party does hereby remise, release, reconvey and forever quitclaim to Debtor and its successors and assigns, all of the right, title and interest which Secured Party may have under the Mortgage, in and to any and all property covered by the Mortgage.

With respect to the recordation and proper indexing of this Instrument in the records of Sublette and Sweetwater Counties, Wyoming, this Instrument should be indexed against any and all lands described in the Mortgage, as originally recorded in said counties.

This Instrument is executed without warranty of any kind, whether express, implied or statutory.

EXECUTED as of the date first above written.

U.S. BANK NATIONAL ASSOCIATION

By: _____
Mark E. Thompson,
Vice President

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

The foregoing instrument was acknowledged before me this 31st day of December, 2004, by Mark E. Thompson, as Vice President of U.S. BANK NATIONAL ASSOCIATION, a national banking association, on behalf of said national banking association.

Witness my hand and official seal.

CINDY R. REUTTER NOTARY PUBLIC STATE OF COLORADO

Cindy R. Reutter
Notary Public

My commission expires: 1-2-, 2008

308939

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
2005 JAN 10 AM 9:00
RECEIVED
CHEYENNE, WYOMING

RECORDED Jan. 20 2005 1:15PM
IN BOOK 129 OR 2 PAGE 359
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SERIAL NO. W67808
EFFECTIVE DATE: JUNE 1, 1979

ASSIGNMENT OF OVERRIDING
ROYALTY UNDER U. S. OIL AND GAS LEASE

The undersigned, Richard L. Williams, owner of an overriding royalty under U.S. Oil and Gas Lease W-67808 comprising 3.75% of 100% (0.00375 decimal interest), which lease covers the following described lands:

T27N, R111W, 6th P.M.
Section 6: N½NE¼
Section 7: SE¼
Section 18: E½E½
Section 19: E½E½
Sublette County, Wyoming,

does hereby sell, assign, set over and convey the said overriding royalty in its entirety to:

Richard L. Williams and JoAnn Williams, as tenants by the entireties
823 Oakcrest Avenue
Casper, Wyoming 82601

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17-½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

This Assignment is subject to the following described Communitization Agreements:

1. Communitization Agreement dated January 1, 1990, covering the Frontier and Bear River formations in the:

NE¼ of Section 6, T27N, R111W, 6th P.M.
Sublette County, Wyoming, containing 160 acres, more or less;

approved by Mineral Management Service, effective February 1, 1982, designated Communitization Agreement NCR440;

2. Communitization Agreement dated February 20, 1987, covering the Bear River and Frontier formations in the:

NE¼ of Section 18, T27N, R111W, 6th P.M.
Sublette County, Wyoming, containing 160 acres, more or less;

approved by Bureau of Land Management, Division of Mineral Resources, effective March 1, 1984, Contract No. WYO 49P56-87C861:

approved by the Bureau of Land Management, Division of Mineral Resources, effective March 1984, Contract No. WYO 49P56-87C860;

4. Communitization Agreement dated February 20, 1987, covering the Bear River and Frontier formations in the:

NE¼ of Section 19, T27N, R111W, 6th P.M.
Sublette County, Wyoming, containing 160 acres, more or less;

approved by the Bureau of Land Management, Division of Mineral Resources, effective March 1, 1984, Contract No. WYO 49P56-87C862.

Dated this 21st day of December, 2004.

Richard L. Williams
Richard L. Williams

STATE OF WYOMING)
) *ss.*
COUNTY OF NATRONA)

Acknowledged before me by Richard L. Williams on this 21st day of December, 2004.

Witness my hand and official seal.

Carol A. Leslie
Notary Public

My Commission Expires:

29 SEP 2007
NOTARY PUBLIC
CAROL A. LESLIE
COUNTY OF NATRONA
STATE OF WYOMING

RECEIVED
CHEYENNE, WYOMING
2005 JAN 10 AM 9:00
BUREAU OF LAND MANAGEMENT

305964

RECORDED Jan. 21 2005 8:54 A...
IN BOOK 120-02 PAGE 361
FEES $ 41.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Liz D. Sherman

ASSIGNMENT OF INTEREST IN OIL AND GAS LEASES

THIS ASSIGNMENT OF INTEREST IN OIL AND GAS LEASES (the "Assignment"), dated effective 12:01 a.m. local time, October 20, 2003 (the Effective Time"), is from McLish Resources L..P. 633 Seventeenth Street, Suite 1650, Denver, Colorado 80202, Gasconade Oil Co. 410 Seventeenth Street, Suite 1180, Denver, Colorado 80202, The W. Clifton Arbuckle Trust 410 Seventeenth Street, Suite 1180, Denver, Colorado 80202, Helm Energy, L.L.C. One DTC, 5251 DTC Parkway Street, Suite 425, Englewood, Colorado 80111 and Elliott A. Riggs Trust P.O. Box 711, Farmington, New Mexico 87499 ("Assignor") to Williams Production Rocky Mountain Company, One Williams Center, P.O. Box 3102, Tulsa, Oklahoma 74101-3102 ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, grants, bargains, and conveys to Assignee the real and personal property interests described below, located in Sublette County, Wyoming (the "Assigned Interests"):

1. Seventy five percent (75%) of Assignor's right, title and interest in and to the oil and gas leases described on Exhibit A attached hereto (the "Leases"), insofar and only insofar as the Leases cover the lands described on Exhibit A (the "Lands") as to all depths.

2. One hundred percent (100%) of Assignor's right, title and interest in the W/2SW/4 of Section 20, T36N, R112W and the working interest in the Sage Flat Federal 17-20 Well derived these Lands as associated with the 160 acre unit for the well comprising the SW/4, together with all personal property and equipment associated with said well as to this interest.

3. Rights in and to all existing and effective pooling and communitization agreements, and other contracts, agreements and instruments to the extent only that they relate to or affect the interest described in Sections 1 and 2 above.

4. Concurrent rights of ingress and egress to the Lands, and in and to surface use agreements, rights-of-way, easements, surface leases and other surface rights, if any, held by Assignor in connection with ownership or operation of the Leases and Lands.

RESERVING AND EXCEPTING in favor of Assignor, an overriding royalty interest in the production from the Lands and Leases equal to the difference between applicable royalties, overriding royalties, production payments and other like payments that were in effect as of October 31, 2000 and 19.0%, proportionate to Assignor's interests in the Lands and Leases .

TO HAVE AND TO HOLD the Assigned Interests unto Assignee and its successors and assigns forever.

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

A. **THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF ANY KIND,**

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

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 ASSIGNOR, BUT NOT OTHERWISE.

B. This Assignment is subject to the terms and provisions of the Development Agreement as amended, between Assignors and Assignee (the "Farmin Agreement"). If there is a conflict between the terms of this Assignment and the Farmin Agreement, the terms of the Farmin Agreement shall control in all respects and not be deemed to have merged into the terms of this Assignment.

D. Assignee agrees to perform all obligations, express or implied, of Assignor under the Leases insofar as such obligations are applicable to the Assigned Interests.

E. To the extent permitted by law, Assignee shall be subrogated to Assignor's rights to the extent of the Assigned Interests, in and to representations, warranties and covenants given with respect to the Leases. Assignor grants and transfers to Assignee, its successors and assigns to the extent so transferable and permitted by law, the benefit of and the right to enforce the covenants. representations and warranties, if any, which Assignor is entitled to enforce with respect to the Leases, but only to the extent not enforced by Assignor.

F. Unless provided otherwise, all recording references in Exhibit A hereto are to the official real property records of the Sublette County, Wyoming.

G. Separate governmental forms of assignment of the Assigned Interests 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, power 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 Assigned Interests conveyed herein.

H. This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successor and assigns.

I. This Assignment may be executed in counterparts, each of which shall be deemed to be an original instrument, but, all of which together shall constitute but one instrument.

J. The references herein to liens, encumbrances, burdens, defects and other matters shall not be deemed to ratify or create any rights in *third* parties or merge with, modify or limit the rights of Assignor or Assignee as between themselves, as set forth in the Farmout Agreement.

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

[redacted] [redacted] [redacted]

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

ASSIGNOR:
MCLISH PETROLEUM COMPANY

_____
_____
_____

ASSIGNOR:
GASCONADE OIL CO.

_____
_____
_____

ASSIGNOR:
THE W. CLIFTON ARBUCKLE TRUST

_____
_____
_____

ASSIGNOR:
ELLIOT A. RIGGS TRUST

_____
_____
_____

ASSIGNOR:
HELM ENERGY, L.L.C.

Joseph H. Brinkman, President

ASSIGNEE
WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY

Vice President

ASSIGNOR:
FOSSIL ASSOCIATES II

_____
_____
_____

ASSIGNOR:
MCLISH RESOURCES, L.P.

ASSIGNOR:
GASCONADE OIL CO.

ASSIGNOR:
THE W. CLIFTON ARBUCKLE TRUST

ASSIGNOR:
ELLIOT A. RIGGS TRUST

ASSIGNOR:
HELM ENERGY, L.L.C.

ASSIGNEE
WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY

Vice President

[redacted] [redacted] [redacted]

ASSIGNOR:
MCLISH RESOURCES, L.P.

_____
_____
_____

ASSIGNOR:
GASCONADE OIL CO.

_____
_____
_____

ASSIGNOR:
THE W. CLIFTON ARBUCKLE TRUST

_____
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ASSIGNOR:
ELLIOT A. RIGGS TRUST

_____
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ASSIGNOR:
HELM ENERGY, L.L.C.

_____
_____
_____

ASSIGNEE
WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY

Vice President

ASSIGNOR:
MCLISH RESOURCES, L.P.

_____

_____

_____

ASSIGNOR:
GASCONADE OIL CO.

W. Clifton Arbuckle
Pres.

_____

_____

ASSIGNOR:
THE W. CLIFTON ARBUCKLE TRUST

W. Clifton Arbuckle
Trustee

_____

_____

ASSIGNOR:
ELLIOT A. RIGGS TRUST

_____

_____

_____

ASSIGNOR:
HELM ENERGY, L.L.C.

_____

_____

_____

ASSIGNEE
WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY

Vice President

_____

_____

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Acknowledgements

STATE OF Oklahoma)
)§
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me this 8th day of November ,2004

By Bryan Guderian as Vice President of **Williams Production Rocky Mountain Company**, a Delaware corporation, on behalf of the corporation.

Witness my hand and official seal.

Twyla D Croff
Notary Public

My commission expires: March 4, 2005

Notary Public Oklahoma
OFFICIAL SEAL
TWYLA D. CROFF
ROGERS COUNTY
COMMISSION #01001993
Comm. Exp. 03-04-2005

****

STATE OF Colorado)
)§
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 27th day of Dec. ,2004

By Joseph H. Brinkman as President of **Helm Energy, LLC**, a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

Florence Sherwood
Notary Public

My commission expires: 1/24/06

****

STATE OF Colorado)
)§
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 12th day of Nov. ,2004 By Holmes P. McLish as Pres. of **McLish Resources, L.P.**, a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

W. Clifton Adcock
Notary Public

My commission expires: 6-29-07

****

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____day of _____ _____,2004 before me the undersigned Notary Public in and for said county and state, personally appeared **Elliott A. Riggs as Trustee of the Elliott A. Riggs Trust** known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged that the same was executed and delivered as his free and voluntary act for the purposes therein.

Witness my hand and official seal.

_____
Notary Public

My commission expires: _____

****

****

STATE OF_____)
)§
COUNTY OF_____)

The foregoing instrument was acknowledged before me this_____day of_____
,2004
_____,2004
By_____ as _____of **McLish Resources, L.P.**, a __
_____ corporation, on behalf of the corporation.
Witness my hand and official seal.

_____
Notary Public

My commission expires: _____

****

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of November
_____,2004 before me the undersigned Notary Public in and for said county and state, personally appeared **Elliott A. Riggs as Trustee of the Elliott A. Riggs Trust** known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged that the same was executed and delivered as his free and voluntary act for the purposes therein.

Witness my hand and official seal.

JAXCENE L. HEINZE NOTARY PUBLIC STATE OF COLORADO

Jaxcene A Heinze
Notary Public

My commission expires: 1/4/08

****

STATE OF Colorado)
)§
COUNTY OF Lnier)

The foregoing instrument was acknowledged before me this 9th day of November ,2004

By W. Clifton Arbuckle as President of **Gasconade Oil Co.**, a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

Dawnene L. Heinze
Notary Public

My commission expires: 1/4/08

JAXCENE L. HEINZE NOTARY PUBLIC STATE OF COLORADO

****

STATE OF Colorado)
)§
COUNTY OF Denver)

On this 1 day of November ,2004, before me the undersigned Notary Public in and for said county and state, personally appeared **W. Clifton Arbuckle as Trustee of the W. Clifton Arbuckle Revocable Trust under Trust Agreement dated January 1, 1996** known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged that the same was executed and delivered as his free and voluntary act for the purposes therein.

Witness my hand and official seal.

Dawnene L. Heinze
Notary Public

My commission expires: 1/4/08

JAXCENE L. HEINZE NOTARY PUBLIC STATE OF COLORADO

EXHIBIT "A"

Attached to and made a part hereof that certain Assignment dated effective October 20, 2003 between McLish Resources L.P. et al as Assignors and Williams Production Rocky Mountain Company as Assignee.

OIL AND GAS LEASES
SUBLETTE COUNTY, WYOMING

Lessor:	USA, WYW-136841
Lessee:	Ann M. Trujillo
Date:	7-1-95
Primary Term:	10 years
Royalty:	12.5%
Overriding Royalty:	None
Mineral Interest:	100%
Recording Data:	
Description:	Township 36 North, Range 112 West, 6th P.M. Section 19: Lots 1-4 Section 20: NW/4, S/2 NE/4, W/2 SW/4

Lessor:	USA, WYW-136842
Lessee:	Ann M. Trujillo
Date:	7-1-95
Primary Term:	10 years
Royalty:	12.5%
Overriding Royalty:	None
Mineral Interest:	100%
Recording Data:	
Description:	Township 36 North, Range 112 West, 6th P.M. Section 22: W/2 SW/4

Lessor:	USA, WYW-136843
Lessee:	Ann M. Trujillo
Date:	7-1-95
Primary Term:	10 years
Royalty:	12.5%
Overriding Royalty:	None
Mineral Interest:	100%
Recording Data:	
Description:	Township 36 North, Range 112 West, 6th P.M. Section 27: SW/4 NE/4, W/2 NW/4, SE/4 NW/4, SW/4, W/2 SE/4, Section 31: Lots 1-4 Section 32: E/2, E/2 W/2 Section 33: All Section 34: All

Section 2:	Lots 3, 4, SW/4 NE/4, S/2 NW/4
Section 3:	Lots 1, 2, S/2 NE/4
Section 4:	Lots 2, 3, 4, S/2 NW/4

Lessor:	USA, WYW-136837
Lessee:	Ann M. Trujillo
Date:	7-1-95
Primary Term:	10 years
Royalty:	12.5%
Overriding Royalty:	None
Mineral Interest:	100%
Recording Data:	
Description:	Township 36 North, Range 112 West, 6th P.M.
Section 5:	Lots 1-4, S/2 N/2, S/2
Section 6:	Lots 1-7, S/2 NE/4, SE/4 NW/4, E/2 SW/4, SE/4
Section 8:	S/2
Section 9:	SW/4

Lessor:	USA, WYW-136344
Lessee:	Ann M. Trujillo
Date:	5-1-95
Primary Term:	10 years
Royalty:	12/5%
Overriding Royalty:	None
Mineral Interest:	100%
Recording Data:	
Description:	Township 35 North, Range 112 West, 6th P.M.
Section 2:	Lot 2
Section 10:	SW/4 NE/4, W/2 NW/4, SE/4 NW/4, S/2
Section 11:	N/2 N/2, W/2 SW/4, SE/4 SW/4, SW/4 SE/4
Section 12:	E/2 NW/4, NW/4 SE/4
Section 14:	NW/4 NW/4
Section 15:	N/2 N/2

308966

RECORDED Jan. 21, 2005 8:54 A.M.
IN BOOK 129 Misc PAGE 373
FEES $ 14.00
SUBLETTE COUNTY CLERK
PINEDALE, WYOMING
Kay L. Freeman

ASSIGNMENT OF INTEREST IN OIL AND GAS LEASES

THIS ASSIGNMENT OF INTEREST IN OIL AND GAS LEASES (the "Assignment"), dated effective 12:01 a.m. local time, October 20, 2003 (the Effective Time"), is from McLish Petroleum Company 633 Seventeenth Street, Suite 1650, Denver, Colorado 80202, Fossil Associates II 410 Seventeenth Street, Suite 1180, Denver, Colorado 80202, Gasconade Oil Co. 410 Seventeenth Street, Suite 1180, Denver, Colorado 80202, The W. Clifton Arbuckle Trust 410 Seventeenth Street, Suite 1180, Denver, Colorado 80202, Helm Energy, L.L.C. One DTC, 5251 DTC Parkway Street, Suite 425, Englewood, Colorado 80111 and Elliott A. Riggs Trust P.O. Box 711, Farmington, New Mexico 87499 ("Assignor") to Williams Production Rocky Mountain Company, One Williams Center, P.O. Box 3102, Tulsa, Oklahoma 74101-3102 ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, grants, bargains, and conveys to Assignee the real and personal property interests described below, located in Sublette County, Wyoming (the "Assigned Interests"):

1. Seventy five percent (75%) of Assignor's right, title and interest in and to the oil and gas leases described on Exhibit A attached hereto (the "Leases"), insofar and only insofar as the Leases cover the lands described on Exhibit A (the "Lands") as to all depths.

2. Rights in and to all existing and effective pooling and communitization agreements, and other contracts, agreements and instruments to the extent only that they relate to or affect the interest described in Section 1 above.

3. Concurrent rights of ingress and egress to the Lands, and in and to surface use agreements, rights-of-way, easements, surface leases and other surface rights, if any, held by Assignor in connection with ownership or operation of the Leases and Lands.

RESERVING AND EXCEPTING in favor of Assignor, an overriding royalty interest in the production from the Lands and Leases equal to the difference between applicable royalties, overriding royalties, production payments and other like payments that were in effect as of October 31, 2000 and 19.0%, proportionate to Assignor's interests in the Lands and Leases .

TO HAVE AND TO HOLD the Assigned Interests unto Assignee and its successors and assigns forever.

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

A. **THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF 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 ASSIGNOR, BUT NOT OTHERWISE.**

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

B. This Assignment is subject to the terms and provisions of the Development Agreement as amended, between Assignors and Assignee (the "Farmin Agreement"). If there is a conflict between the terms of this Assignment and the Farmin Agreement, the terms of the Farmin Agreement shall control in all respects and not be deemed to have merged into the terms of this Assignment.

D. Assignee agrees to perform all obligations, express or implied, of Assignor under the Leases insofar as such obligations are applicable to the Assigned Interests.

E. To the extent permitted by law, Assignee shall be subrogated to Assignor's rights to the extent of the Assigned Interests, in and to representations, warranties and covenants given with respect to the Leases. Assignor grants and transfers to Assignee, its successors and assigns to the extent so transferable and permitted by law, the benefit of and the right to enforce the covenants. representations and warranties, if any, which Assignor is entitled to enforce with respect to the Leases, but only to the extent not enforced by Assignor.

F. Unless provided otherwise, all recording references in Exhibit A hereto are to the official real property records of the Sublette County, Wyoming.

G. Separate governmental forms of assignment of the Assigned Interests 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, power 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 Assigned Interests conveyed herein.

H. This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successor and assigns.

I. This Assignment may be executed in counterparts, each of which shall be deemed to be an original instrument, but, all of which together shall constitute but one instrument.

J. The references herein to liens, encumbrances, burdens, defects and other matters shall not be deemed to ratify or create any rights in *third* parties or merge with, modify or limit the rights of Assignor or Assignee as between themselves, as set forth in the Farmout Agreement.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

ASSIGNOR:
MCLISH RESOURCES, L.P.

ASSIGNOR:
GASCONADE OIL CO.

ASSIGNOR:
THE W. CLIFTON ARBUCKLE TRUST

ASSIGNOR:
ELLIOT A. RIGGS TRUST

ASSIGNOR:
HELM ENERGY, L.L.C.

Joseph H. Brinkman, President

ASSIGNEE
WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY

Vice President

CB

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

ASSIGNOR:
MCLISH PETROLEUM COMPANY

ASSIGNOR:
GASCONADE OIL CO.

ASSIGNOR:
THE W. CLIFTON ARBUCKLE TRUST

ASSIGNOR:
ELLIOT A. RIGGS TRUST

ASSIGNOR:
HELM ENERGY, L.L.C.

ASSIGNEE
WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY

Vice President

ASSIGNOR:
FOSSIL ASSOCIATES II

[redacted] [redacted] [redacted]

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

ASSIGNOR:
MCLISH PETROLEUM COMPANY

_____
_____
_____

ASSIGNOR:
GASCONADE OIL CO.

_____
_____
_____

ASSIGNOR:
THE W. CLIFTON ARBUCKLE TRUST

_____
_____
_____

ASSIGNOR:
ELLIOT A. RIGGS TRUST

_____
_____
_____

ASSIGNOR:
HELM ENERGY, L.L.C.

_____
_____
_____

ASSIGNEE
WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY

_____
Vice President
_____

ASSIGNOR:
FOSSIL ASSOCIATES II

_____
_____
_____

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

ASSIGNOR:
MCLISH PETROLEUM COMPANY

_____

ASSIGNOR:
GASCONADE OIL CO.

W. Clifton Arbuckle
Pres.

ASSIGNOR:
THE W. CLIFTON ARBUCKLE TRUST

W. Clifton Arbuckle
Trustee

ASSIGNOR:
ELLIOT A. RIGGS TRUST

_____

ASSIGNOR:
HELM ENERGY, L.L.C.

_____

ASSIGNEE
WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY

Vice President

ASSIGNOR:
FOSSIL ASSOCIATES II

Member of the Joint Venture

[redacted] [redacted] [redacted]

Acknowledgements

STATE OF Oklahoma)
)§
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me this 8th day of November ,2004

By Bryan Guderian as Vice President of **Williams Production Rocky Mountain Company**, a Delaware corporation, on behalf of the corporation.

Witness my hand and official seal.

Twyla D. Croff
Notary Public

My commission expires: March 4, 2005

Notary Public Oklahoma
OFFICIAL SEAL
TWYLA D CROFF
ROGERS COUNTY
COMMISSION #01001993
Comm. Exp. 03-04-2005

****

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ ,2004

By _____ as _____ of **Helm Energy, LLC**, a _____ corporation, on behalf of the corporation.

Witness my hand and official seal.

_____
Notary Public

My commission expires: _____

****

Acknowledgements

STATE OF Oklahoma)
)§
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me this_____day of_____
_____,2004

By _____ as _____of **Williams Production Rocky Mountain Company**, a Delaware corporation, on behalf of the corporation.

Witness my hand and official seal.

_____
Notary Public

My commission expires: _____

****

STATE OF Colorado)
)§
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 27th day of Dec.
_____,2004

By Joseph F. Brinkman as President of **Helm Energy, LLC**, a Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

Florence Sherwood
Notary Public

My commission expires: 1/24/06

****

STATE OF Colorado)
)§
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 12th day of Nov. ,2004
By Holmes P. McLish as Pres. of **McLish Petroleum Company**, a Colorado corporation, on behalf of the corporation.
Witness my hand and official seal.

W. Clayton Ashcraft
Notary Public

My commission expires: 6-29-07

****

STATE OF _____)
)§
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ ,2004 before me the undersigned Notary Public in and for said county and state, personally appeared **Elliott A. Riggs as Trustee of the Elliott A. Riggs Trust** known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged that the same was executed and delivered as his free and voluntary act for the purposes therein.

Witness my hand and official seal.

_____
Notary Public

My commission expires: _____

****

STATE OF_____)
)§
COUNTY OF_____)

The foregoing instrument was acknowledged before me this_____day of_____
_____,2004
By_____ as _____of **McLish Petroleum Company**, a _____ corporation, on behalf of the corporation.
Witness my hand and official seal.

_____
Notary Public

My commission expires: _____

****

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of November _____,2004 before me the undersigned Notary Public in and for said county and state, personally appeared **Elliott A. Riggs as Trustee of the Elliott A. Riggs Trust** known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged that the same was executed and delivered as his free and voluntary act for the purposes therein.

Witness my hand and official seal.

JAYNE L. MINZE NOTARY PUBLIC STATE OF COLORADO

Jayne L. Minze
Notary Public

My commission expires: 1/4/09

****

[redacted] [redacted] [redacted]

STATE OF COLORADO)
)§
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 9th day of November ,2004

By W. Clifton Arbuckle as President of **Gasconade Oil Co., a** Colorado corporation, on behalf of the corporation.

Witness my hand and official seal.

JAYCENE L. HEINZE NOTARY PUBLIC STATE OF COLORADO

Jaycene L. Heinze
Notary Public

My commission expires: 1/4/08

****

STATE OF COLORADO)
)§
COUNTY OF DENVER)

On this 8th day of November ,2004, before me the undersigned Notary Public in and for said county and state, personally appeared **W. Clifton Arbuckle as Trustee of the W. Clifton Arbuckle Revocable Trust under Trust Agreement dated January 1, 1996** known to me to be the person whose name is subscribed to the forgoing instrument, and acknowledged that the same was executed and delivered as his free and voluntary act for the purposes therein.

Witness my hand and official seal.

Jaycene L. Heinze
Notary Public

My commission expires: 1/4/08

JAYCENE L. HEINZE NOTARY PUBLIC STATE OF COLORADO

STATE OF Colorado)
)§
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 9th day of November ,2004

By Walter K Arbuckle as A Member of **Fossil Associates II**, a Joint Venture ~~corporation, on behalf of the corporation~~.

Witness my hard and official seal.

Jaxcene L. Heinze
Notary Public

My commission expires: 1/4/08

JAXCENE L. HEINZE NOTARY PUBLIC STATE OF COLORADO

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part hereof that certain Assignment dated effective October 20, 2003 between McIlish Resources L.P. et al as Assignors and Williams Production Rocky Mountain Company as Assignee.

OIL AND GAS LEASES
SUBLETTE COUNTY, WYOMING

Lessor:	USA, WYW-143143
Lessee:	Chevron U.S.A. Production Company
Date:	2-1-95
Primary Term:	10 years
Royalty:	12.5%
Overriding Royalty:	3.5%
Mineral Interest:	100%
Recording Data:	
Description:	Township 36 North, Range 112 West, 6th P.M.
	Among other lands:
	Section 15: SW/4, W/2 SE/4
	Section 22: N/2, E/2 SW/4, SE/4

Lessor:	USA, WYW-143142
Lessee:	Thomas J. Noonan
Date:	2-1-95
Primary Term:	10 years
Royalty:	12.5%
Overriding Royalty:	3.5%
Mineral Interest:	100%
Recording Data:	
Description:	Township 36 North, Range 112 West, 6th P.M.
	Among other lands:
	Section 32: W/2 W/2

386

308995

308995

RECORDED Jan. 21 2005 4:20PM
IN BOOK 1290-Y PAGE 386
FEES $ 35.00 Mary Lou Bobbitt CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by L. Treseder

SURFACE LEASE

STATE OF WYOMING

COUNTY OF SUBLETTE

THIS SURFACE LEASE ("Agreement" or "Lease") made and entered into effective the first day of December, 2004, by and between CHEVRON U.S.A. INC., a Pennsylvania corporation, Post Office Box 36366, Houston, Texas 77236 (hereinafter referred to as Lessor), and TAYLOR TRANSFER SERVICES, P. O. Box 21446, Cheyenne, Wyoming 82003 (hereinafter referred to as Lessee);

WITNESSETH:

1. Lessor, for the consideration and on the terms and conditions hereinafter stipulated, does, by these presents, lease, let and grant unto Lessee for a term of one (1) year, and so long thereafter as the lands subject to this Agreement are used in full compliance with the terms hereof for the purpose herein stated. This Agreement covers 2.05 acres of land, more or less, out of the Northwest Quarter (NW/4) of Section 34, Township 27 North, Range 113 West, Sublette County, Wyoming, and more particularly described on Exhibit "A-1" and depicted on the survey plat shown on Exhibit "A-3", both attached hereto and made a part hereof.

2. Lessor grants to Lessee the right to use the leased premises for the purpose of constructing, improving, repairing, maintaining and operating a crude oil transfer station on the above described lands for the purpose of transporting crude oil into the Rocky Mountain Pipeline.

3. Lessor grants to Lessee the right to utilize, improve, repair, maintain and operate the existing access road described on Exhibit "A-2" attached hereto and made a part hereof and shown on Exhibit "A-3". Lessee agrees to perform at its sole cost and expense all road maintenance and repair to said access road including, but not limited to, the following:

   a. Keeping ditches and culverts clean;
   b. Repairing road bed surface break-up;
   c. Grading to maintain smooth road surface;
   d. Adding road gravel to maintain sound road base;
   e. Adding water to harden road surface and dust control;
   f. Repairing soft spots and pot holes;
   g. Removing snow.

4. At all times that Lessee's, its agents', contractors', or representatives' vehicles are on the leased premises and access road, such vehicles shall not exceed a speed of fifteen (15) miles per hour.

5. It is hereby understood and agreed that Lessee is obligated to keep the leased premises free and clear of any and all trash and unsightly debris. Under no circumstances will Lessor be allowed to bury any trash or debris of any nature on the lands covered hereby.

6. It is further agreed that Lessee, its agents, contractors, or representatives ***shall not be allowed to*** hunt, fish, carry firearms, consume drugs or alcohol or bring dogs on the leased premises. Nor shall Lessor be allowed to remove any plants, wood, arrowheads, artifacts and/or other archeological material or any objects from Lessor's lands. Furthermore, Lessor shall have the right at all times to inspect any vehicle for the purposes of verifying compliance with this paragraph and shall have the right to confiscate and retain possession of any such prohibited item which may be found.

7. In the event Lessor considers that any obligation of Lessee is not being complied with, Lessor shall notify Lessee in writing, via certified mail, of the facts constituting a breach of this Lease and Lessee shall have sixty (60) days after receipt of such notice in which to cure such breach or non-compliance of its obligation hereunder. Failure to cure such breach or non-compliance of obligation hereunder within said sixty (60) day time period shall result in the termination of this Agreement and the forfeiture by Lessee of all rights hereunder with no obligation by Lessor to refund of any portion of the rental paid hereunder.

8. Upon execution of this Agreement, Lessee shall pay to Lessor the sum of Two Thousand Four Hundred Dollars and No/100 ($2,400.00). After the first annual period, from December 1, 2004 to November 30, 2005, this Lease may be renewed each succeeding annual period upon the payment by Lessee to Lessor of the sum of Eight Hundred Dollars ($800.00), on or before the 1st day of December, 2005, and Lessee shall pay a like amount to Lessor on or before the 1st day of December, of each year thereafter as long as this Agreement remains in effect. The acceptance of said rental by Lessor on or before the 1st of December of each year shall automatically be deemed a renewal of this Lease for a subsequent annual period.

9. The payment or tender of rentals in advance shall be made to Chevron U.S.A. Inc., c/o Land Manager, Post Office Box 36366, Houston, Texas 77236, or at any other address that Lessor may designate from time to time upon thirty (30) days written notice to Lessee. Failure to make timely and proper payment of such advance annual rental shall result in the ipso facto termination of this Lease. However, at Lessor's option, this Lease may be renewed by the payment of such annual rental plus ten percent (10%) thereof as late payment penalty.

10. Lessee accepts the leased premises in its present condition and assumes full responsibility for the condition of same without any liability or obligation of any kind whatsoever upon the part of Lessor, and agrees to fully protect, indemnify and hold Lessor, its employees, agents, servants, affiliates, successors and assigns free and harmless from and against each and every claim, demand, liability or cause of action, including, but not limited to, any costs, expenses, damages, attorney's fees or losses in connection therewith, which may be made or asserted by Lessee, Lessee's employees, agents, servants, affiliates, successors or assigns, or by Lessor, its employees, agents, servants, affiliates, successors or assigns, or by any third persons, on account of personal injury or property damage arising out of, in connection with or in any way attributable to the use and occupancy of the leased premises or to the exercise by Lessee, Lessee's employees, agents, servants, affiliates, or any persons acting for Lessee or under Lessee's authority, direction or control, of the rights herein granted, **even though the negligence, fault, omissions or acts of Lessor, its employees, agents, servants, affiliates, successors or assigns contribute to or are the sole cause of such injuries, damages or liabilities**.

11. In Lessee's operations on the leased premises, Lessee will maintain the following insurance:

    a. Worker's compensation and employer's liability insurance as prescribed by applicable law. The limit of liability for employer's liability insurance will not be less than one million dollars ($1,000,000.00) per occurrence;

    b. Commercial general liability (bodily injury and property damage) insurance, including contractual liability to cover the liabilities assumed under this Agreement, products and completed operations coverage, sudden and accidental pollution coverage, and coverage for explosion, collapse and underground hazards. The limits of such insurance will not be less than one million dollars ($1,000,000.00) combined single limit per occurrence;

c. Automobile public liability and property damage insurance covering all owned, non-owned, and hired vehicles used in the performance of this Agreement. The limits of such insurance will not be less than one million dollars ($1,000,000.00) per occurrence.

d. Operator's extra expense insurance including, but not limited to: coverage for seepage, pollution, clean-up and contamination; evacuation expense; making facilities safe; and care, custody and control. The limits for such insurance will not be less than five million dollars ($5,000,000.00) combined single limit per occurrence.

The insurance in (b), (c), and (d) will name Lessor and its affiliates as additional insureds and the insurance in (a) will contain a waiver of subrogation in favor of Lessor and its affiliates. The insurance will contain a requirement that the insurer provide Lessor with at least ten (10) days prior written notice of any material change or cancellation, and will be endorsed to be primary to any insurance carried by Lessor. Lessee will furnish Lessor a certificate of insurance evidencing the coverages required herein and/or at Lessor's request, copies of the insurance policies providing the above coverages and endorsements.

12. At all times Lessee's use of the lands covered hereby shall be in full compliance with all applicable laws, statutes, rules and regulations of any governmental authority having jurisdiction, including but not limited to those pertaining to safety and the environment. Specifically, and without limiting the foregoing, Lessee agrees that Lessee will not engage in any activity with respect to the leased premises which would (a) cause a release or a threatened release of a hazardous substance from or on the leased premises or adjoining property of Lessor within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as now or hereafter amended or any similar state law or local ordinance or any other environmental law, or (b) the discharge of pollutants or effluents into any water source or system or the discharge into the air of any emissions, without a permit under the Federal Water Pollution Control Act or the Clean Air Act or any similar state or local ordinance or other environmental law. Further, Lessee shall not permit or dispose of any substance or permit any conditions in or on the leased premises or the adjoining property of Lessor which might support a claim or cause of action under the Resource Conservation and Recovery Act (RCRA), CERCLA, or other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements. As used in this Lease, the terms "hazardous substance(s)" and "release" shall have the meanings specified in CERCLA, and the terms "dispose" or "disposal" shall have the meanings specified in RCRA; provided that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined hereby, such amendments shall apply to Lessee's covenants contained herein, and provided further to the extent that the laws of the State of Wyoming establish a meaning for such terms which are broader than those specified in either CERCLA or RCRA, the broader meanings or definitions shall apply.

13. Lessee shall have a Spill Prevention Control and Countermeasure Plan (SPCC) covering its facilities, which provides that the oil storage containments (berm, firewall) shall meet all SPCC registered professional engineer calculations. Upon request, Lessee shall furnish Lessor evidence of its compliance with this Paragraph 13.

14. Furthermore, as used in this Lease, the term "Remedial Work" is defined as any site investigation or monitoring, any cleanup, containment, remedial, removal, or restoration work performed in response to any federal, state or local government authority or private or general action, or pursuant to any federal, state or local statute, rule, regulation or other laws. Lessee agrees (1) to remove from the leased premises or adjoining property of Lessor, if, as and when required by law, any hazardous substances placed or released thereon by Lessee or its employees,

[redacted] [redacted] [redacted]

agents, servants, contractors, affiliates, and assigns, (2) to perform Remedial Work where the need therefor is caused by and results from Lessee's operations or activities on the leased premises or those of Lessee's employees, agents, servants, contractors, affiliates, and assigns, and (3) to comply in all respects with all federal, state and local governmental laws and regulations governing operations by Lessee and its employees, agents, servants, contractors, affiliates and assigns and Remedial Work on or associated with the leased premises. Such Remedial Work shall be performed by one or more contractors selected by Lessee and approved in advance by Lessor, and under the supervision of a consulting engineer selected by Lessee and approved in advance by Lessor. All costs and expenses of Remedial Work caused by and resulting from Lessee's operations (including those of Lessee's employees, agents, servants, contractors, affiliates, and assigns) shall be paid by Lessee, including, without limitation, the charges of contractors who perform the Remedial Work and/or the consulting engineer, and Lessor's reasonable attorneys' fees and costs incurred in connection with the monitoring or review of Remedial Work. If Lessee fails to timely commence or cause to be commenced, or fails to diligently prosecute to completion such Remedial Work, then Lessor may, but shall not be required to, cause such Remedial Work to be performed for the account of Lessee.

15. Lessee agrees to indemnify, pay and protect, defend and save harmless Lessor and its employees, agents, servants, affiliates, successors and assigns from all claims, liabilities, fees and expenses of any kind that arise from the actual presence or release of any hazardous substance(s) which is caused by and results from Lessee's operations (including the operations of Lessee's employees, agents, servants, contractors, affiliates, and assigns) on Lessor's lands. This indemnification shall also include costs in connection with any Remedial Work when performed by Lessor or any third party in response to any federal, state or local governmental authority, laws or regulations, which costs shall be due and payable by Lessee upon demand therefor by Lessor.

16. Lessee agrees to notify Lessor of any claim or other action by any governmental agency or other third party involving the actual or alleged existence of hazardous substances on the leased premises or on Lessor's adjoining property, and to provide Lessor with copies of (1) any notice of any release of hazardous substances given to Lessee pursuant to any law or regulation and (2) any response to any such incident.

17. Notwithstanding any other provisions of this Lease, Lessee warrants and agrees that it will comply with any and all laws, ordinances, orders, rules, regulations, standards, licensing requirements or otherwise of any state, federal, municipal or local authority or agency thereof, now in force and effect, or which may be passed, enacted, issued, revised, required or promulgated hereinafter, incident to, arising out of or in any way connected with the utilization of the leased premises and/or any activities conducted under, pursuant to or by virtue of this Lease. Not by way of limitation of the foregoing obligations, but in furtherance thereof, Lessee warrants that it will in no way discharge, dump, bury or store on the leased premises or in or on any water or waters on, adjacent to or in the area of the leased premises, for purposes of disposal, pollutants of any nature or kind, including but not limited to pollutants such as oil, chemicals, toxic substances or materials, and hazardous wastes or substances. Accordingly, Lessee specifically agrees to fully indemnify and hold harmless Lessor and its employees, agents, servants, affiliates, successors, and assigns from and against any and all claims, demands, losses, judgments, causes of action, fines, penalties and costs, including but not limited to attorney's fees and costs of court, arising out of or connected with the non-compliance with or violation by Lessee of any of the provisions of this paragraph, and any such non-compliance or violation shall result in the termination of this Lease.

18. Lessee will maintain at its sole expense all facilities, including sewerage, drainage, electrical and gas service and any other service, which may be hereafter established

in connection with Lessee's operations on the leased premises and further agrees to reimburse Lessor for any expenses it might incur in relation thereto.

19. Lessee further agrees to pay promptly all taxes applicable to the improvements placed by Lessee on the leased premises. Lessee will not permit any tax or other liens to be affixed or filed against the leased premises. Lessor will pay all ad valorem taxes attributable to the surface of the leased premises that are attributable to improvements placed by Lessor on the leased premises.

20. Lessee will maintain at its sole expense all improvements and fences now located on the leased premises or which may be placed thereon by Lessee, and will build and erect all additional fences as reasonably required by Lessor for the purposes hereof. Lessee will notify trespassers to keep off the leased premises by posting signs at its sole expense unless same have been posted by Lessor, in which event Lessee agrees to maintain such existing signs during the term hereof. In the event any trespassers refuse to vacate the leased premises or to cease trespassing thereon, Lessee shall promptly notify Lessor thereof. Lessee will compensate Lessor for any damage occurring or caused to timber growing on the leased premises or to improvements located thereon, resulting from the act or acts of Lessee, its agents, servants, employees, contractors, successors or assigns or such person or persons acting under or through Lessee's authority and direction or from the omission by Lessee or its agents, servants, employees, contractors, successors or assigns of any act required of Lessee or those persons acting under or through its authority.

21. Further, at the termination of this Lease, whether by the expiration of its term or otherwise, Lessee will surrender and return the leased premises to Lessor in as good condition as when received, usual wear and tear excepted, and without the necessity of Lessor putting Lessee in default. Prior to the termination of this Lease, Lessee will have the right to remove any and all personal property and improvements, except fences, placed by it on the leased premises; provided, however, in the event of termination, should Lessee fail to remove such personal property and improvements, Lessor may, at its option, require Lessee to remove any or all of such personal property and improvements by giving Lessee thirty (30) days written notice to do so. If such personal property and improvements have not been removed during said notice period, Lessor may at its option have same removed, and all expenses, including reasonable attorney's fees incident thereto, will be borne by Lessee. In the alternative, should Lessor elect not to remove Lessee's personal property or improvements, same shall become the property of Lessor without any liability for payment therefor whatsoever.

22. Lessor hereby reserves to itself, its employees, agents, servants, contractors, successors and assigns, the right of ingress to and egress from the leased premises for the purpose of laying, constructing, operating, repairing and removing a pipeline or pipelines, of cutting and removing any and all timber standing, growing and being upon the leased premises, of engaging in a program of reforestation by the planting, seeding and cultivation of additional trees thereon, of testing, by seismographic methods or any other method, similar or dissimilar, and of prospecting and/or drilling for oil, gas and other minerals, with the right to produce, store, treat, distill and extract the contents of same on the leased premises. Lessor further reserves the right to erect such structures or buildings and make such excavations as it deems necessary and proper for any and all purposes contained in this reservation, without any liability whatsoever to Lessee for any acts done by it in carrying out such purposes and in performing any acts incidental to same.

23. Lessor expressly reserves the right to sell or transfer all or any portion of the leased premises, in which event Lessee agrees to immediately surrender to Lessor the affected portion of the leased premises upon written notice to Lessee by Lessor, and upon Lessor having reimbursed Lessee the pro rata part of any rental having previously been made in advance, it being fully understood that any liability of Lessor shall be limited to and shall not exceed the amount of one (1) such rental as herein stipulated.

24. The violation of any of the terms and conditions hereof, including, but not by way of limitation, the failure of Lessee to make timely and proper payment of advance rentals and taxes hereunder, shall result in the ipso facto termination of this Lease without the necessity of any putting in default or of any giving of any notice by Lessor. All costs, expenses and attorney's fees incurred by Lessor in connection with or incident to any default or termination, shall be fully borne and paid for by Lessee.

25. This Lease also may be terminated by Lessor upon giving thirty (30) days written notice to Lessee. If Lessor exercises its rights to terminate this Lease after having received an advance rental, Lessee is entitled to a pro rata part of any rental having previously been made in advance, it being fully understood that any liability of Lessor shall be limited to and shall not exceed the amount of one (1) such rental as herein stipulated, it being also understood that neither party accepts any other liability whatsoever unless same arises under other provisions hereof.

26. Upon the execution hereof, Lessee obligates itself to place the original of this Agreement of public record, to bear the cost of such recordation and to furnish Lessor with the recording references at the address recited hereinabove within thirty (30) days from the date hereof. Failure to comply with the conditions of this paragraph shall result in the termination of this Agreement and the forfeiture by Lessee of all rights hereunder with no obligation by Lessor to refund any portion of the first rental paid hereunder.

27. This lease is granted only for the personal use of Lessee and may not be subleased, subdivided or assigned without Lessor's prior written consent.

IN WITNESS WHEREOF, this instrument is executed by the undersigned parties effective as of the day and date first hereinabove written.

CHEVRON U.S.A. INC.

By _____
Attorney in Fact

TAYLOR TRANSFER SERVICES

BY: _____

NAME: James Ballenger

TITLE: VP

Acknowledgement Page to
Surface Lease effective December 1, 2004,
between Chevron U.S.A. Inc. and Taylor Transfer Services.

STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 3rd day of January, 2005 by Tyler Hahn, Attorney-in-Fact for Chevron U.S.A. Inc., a Pennsylvania corporation, on behalf of said corporation.

CATHY SUE DEVINE
MY COMMISSION EXPIRES
August 11, 2006

Cathy Sue DeVine
Notary Public for the State of Texas
My Commission Expires: August 11, 2006

STATE OF TEXAS §
§
COUNTY OF WOOD §

This instrument was acknowledged before me on the 17 day of December, by James Ballenger for Taylor Transfer Services, a Texas corporation, on behalf of said corporation.

Notary Public for the State of TEXAS

My Commission Expires: -
8-27-06

PATSY A. MOORE
Notary Public, State of Texas
My Commission Expires
August 27, 2006

Exhibit "A-1" attached to and made a part of
Surface Lease effective December 1, 2004,
between Chevron U.S.A. Inc. and Taylor Transfer Services.

Description for 2.05 acres of land out of NW/4 of Section 34, T27N, R113W, Sublette County, Wyoming.

To-wit:

BEGINNING at a point, S38°-51'-06"E, 919.01 feet from the northwest corner of said Section 34, found as described in the Corner Record filed in the Office of the Clerk of Sublette County:

Thence East, 140.00 feet to a point;

Thence S54°-00'-00"E, 138.90 feet to a point;

Thence continuing S54°-00'-00"E, 40.10 feet to an intersection with the center-line of a gravel roadway;

Thence S15°-25'-55"E, 53.09 feet along said center-line and leave said roadway;

Thence S86°-10'-45"W, 25.52 feet to a point;

Thence continuing S86°-10'-45"W, 72.62 feet to a point;

Thence S00°-27'-04"W, 50.47 feet to a point;

Thence S84°-22'-31"E, 42.43 feet to a point;

Thence S59°-17'-46"E, 65.45 feet to a point;

Thence continuing S59°-17'-46"E, 36.08 feet to an intersection with the center-line of a gravel roadway;

Thence S15°-25'-55"E, 98.14 feet along said center-line and leave said roadway;

Thence West, 26.25 feet to a point;

Thence continuing West, 205.00 feet to a point;

Thence N45°-00'-OO"W, 176.78 feet to a point;

Thence North, 239.00 feet to the POINT OF BEGINNING;

Each point marked by a 5/8x24 ins, steel reinforcing rod with aluminum cap inscribed, "SURVEYOR SCHERBEL LTD PLS 164 BIG PINEY WY" and appropriate details;

ENCOMPASSING an area of 2.05 acres, more or less;

all in accordance with attached Exhibit "A-3" which accompanies this description and is a part thereof.

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Exhibit "A-2" attached to and made a part of
Surface Lease effective December 1, 2004,
between Chevron U.S.A. Inc. and Taylor Transfer Services.

Description of Access Road to that certain 2.05 acre tract of land out of NW/4 of Section 34, T27N, R113W, Sublette County, Wyoming.

To-wit:

A strip of land 30 feet in width, being part of the NWI/4 of Section 34, T27N, R113W, Sublette County, Wyoming, being 15 feet each side of the following described centerline:

BEGINNING on the center-line of an existing gravel road, S48°-13'-48"E, 1,129.49 feet from the northwest corner of said NW 1/4, found as described in the Corner Record filed in the Office of the Clerk of Sublette County:

Thence S15°-25'-55"E, 366.41 feet;

Thence S15°-29'-30"E, 274.06 feet;

Thence S11°-50'-20"E, 248.59 feet;

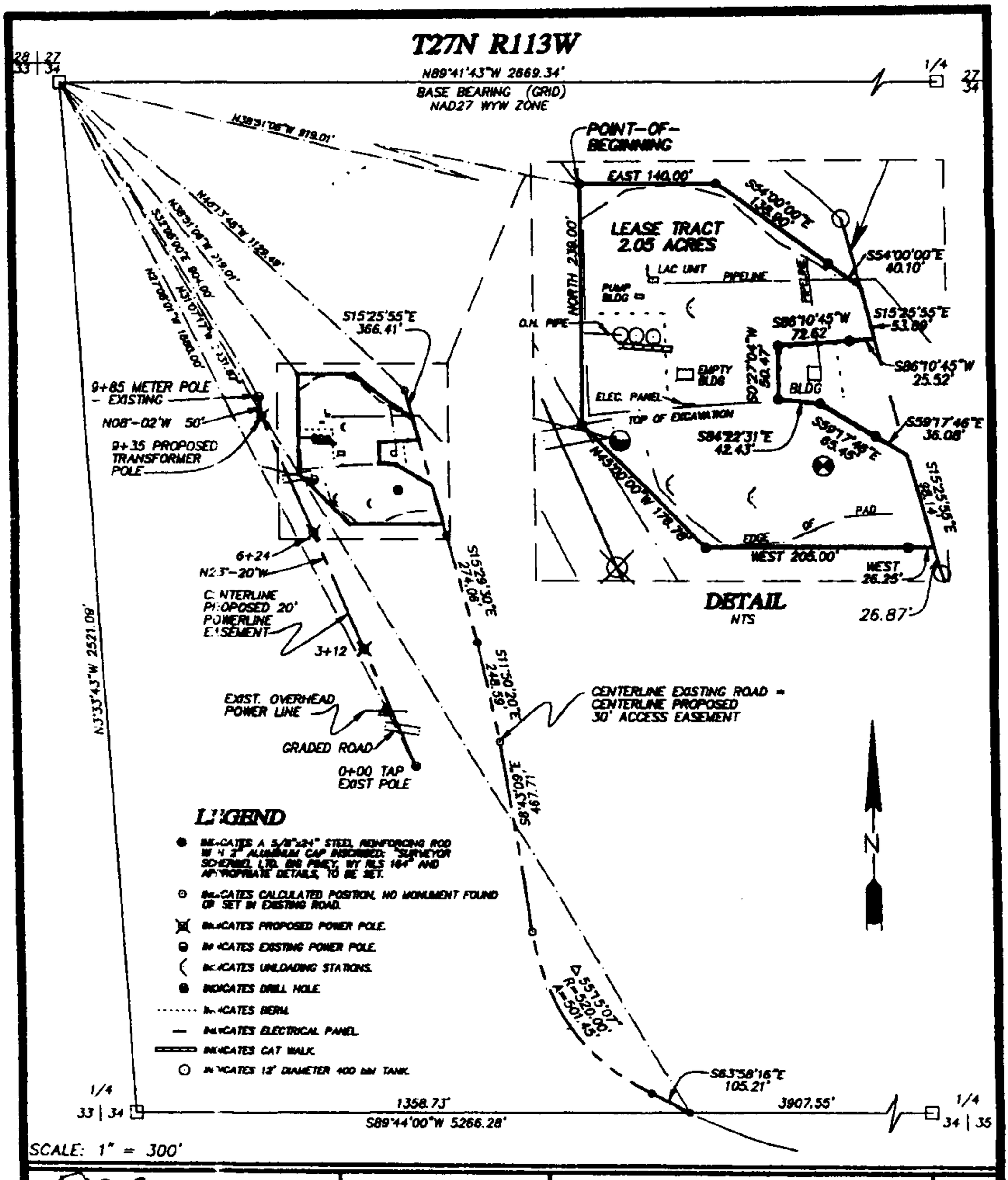
Thence S08°-43'-09"E, 467.71 feet;

Thence Southeasterly, 501.45 feet along the arc of a circular curve to the left through a central angle of 55°-15'-07" with radius of 520.00 feet;

Thence S63°-58'-16"E, 105.21 feet, more or less, to an intersection with the south line of said NW/4, N89°-44'E, 1358.73 feet, more or less, from the west one-quarter corner of said Section 34 found as described in the Corner Record filed in said Office.

All in accordance with attached Exhibit "A-3" which accompanies this description and is a part thereof.

Exhibit "A-3" attached to and made a part of
Surface Lease effective December 1, 2004,
between Chevron U.S.A. Inc. and Taylor Transfer Services.



SURVEY-CAR SCHERBEL, LTD.
PROFESSIONAL LAND SURVEYORS
BOX 4288 BIG PINEY, WY 83113 -- MARBLETON, WYO
TELEPHONE 307-276-3347

DRAWN BY: DARREN DAVISON
PORT: BE
CATEGORY: LTR
DATE: 4 OCTOBER 2004
FIELD BOOK:
FILE: C:\MAP\SURVEY\PIPELINE

Moonglow graphics
(307) 276-3374
DRAFTING & DESIGN
P.O. BOX 4287
MARBLETON, WY 83113

EXHIBIT "A"
TAYLOR TRANSFER SERVICES
PROPOSED POWERLINE, LEASE TRACT AND ACCESS EASEMENT
NW1/4 SECTION 34, T27N, R113W
SUBLETTE COUNTY, WYOMING

SHEET 1 OF 1

396

Form 3000-3
(January 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No. **WYW-143644**

Lease Effective Date (Anniversary Date) **DECEMBER 1, 1997**

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **MOUNTAIN ENERGY, LLC**
   Street **1801 BROADWAY, SUITE 1250**
   City, State, ZIP Code **DENVER, CO 80202**

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 29 NORTH, RANGE 106 WEST, 6th P.M. SECTION 6: LOTS 1-7, S1/2NE1/4, SE1/4NW1/4, E1/2SW1/4, SE1/4; SECTION 7: LOTS 1-4, E1/2, E1/2W1/2; SECTION 8: ALL; SUBLETTE COUNTY, WYOMING CONTAINING 1874.57 ACRES, MORE OR LESS	100.00%	100.00%	0.00%	NONE	THOSE OF RECORD

309007

RECORDED Jan. 24 2005 8:20 AM
IN BOOK 129 Rev 4 PAGE 396
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By D. Freeman

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

Assignment approved effective _____

By _____
(Authorized Officer)

☐ Assignment approved for attached land description

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

_____
(Title) (Date)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 1st day of JANUARY, 20 05

Name of Assignor as shown on current lease: JOHN P. LOCKRIDGE
Please type or print

Assignor or Attorney-in-fact: John P. Lockridge
(Signature)

1801 BROADWAY, SUITE 1250
(Assignor's Address)

DENVER (City) CO (State) 80202 (Zip Code)

Executed this 1st day of JANUARY, 20 05

MOUNTAIN ENERGY, LLC

Assignee or Attorney-in-fact: H. R. Mathis
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 (W)-630), Mail Stop 401 LS, 1849 C Street, N.W., Washington, D.C. 20240.

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

ATTACHED TO AND MADE A PART OF THAT CERTAIN
ASSIGNMENT OF RECORD TITLE INTEREST
Serial Number WYW-143644

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared John P. Lockridge, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 1st day of January, 2005.

Rebecca L Henderson
Notary Public

MY COMMISSION EXPIRES 11/15/08

REBECCA L. HENDERSON NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 11/15/2008

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared Steven R. Matre, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 1st day of January, 2005.

Rebecca L Henderson
Notary Public

MY COMMISSION EXPIRES 11/15/08

REBECCA L. HENDERSON NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 11/15/2008

[redacted] [redacted] [redacted]

Form 3000-3
(January 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
WYW-143645

Lease Effective Date
(Anniversary Date)
DECEMBER 1, 1997

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **MOUNTAIN ENERGY, LLC**
Street **1801 BROADWAY, SUITE 1250**
City, State, ZIP Code **DENVER, CO 80202**

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 29 NORTH, RANGE 106 WEST, 6th P.M. SECTION 19: LOTS 1-4, SE, E2NW SECTION 20: NWSW SECTION 30: LOTS 1,2, E2NW, NE SUBLETTE COUNTY, WYOMING CONTAINING 727.12 ACRES, MORE OR LESS	7.5%	7.5%	0.00%	NONE	THOSE OF RECORD

309006

RECORDED Jan. 24 2005 8:20 A M
IN BOOK 129 O. G PAGE 399
FEES $ 14.00 Mary L. [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lydia Freeman

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)

399

400

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 1st day of JANUARY, 20 05

Name of Assignor as shown on current lease: JOHN P. LOCKRIDGE
Please type or print

Assignor or Attorney-in-fact: John P. Lockridge (Signature)

1801 BROADWAY, SUITE 1250
(Assignor's Address)

DENVER (City) CO (State) 80202 (Zip Code)

Executed this 1st day of JANUARY, 20 05

Assignee or Attorney-in-fact: MOUNTAIN ENERGY, LLC
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 (W)-630), Mail Stop 401 LS, 1849 C Street, N.W., Washington, D.C. 20240.

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

[redacted] [redacted] [redacted]

ATTACHED TO AND MADE A PART OF THAT CERTAIN
ASSIGNMENT OF RECORD TITLE INTEREST
Serial Number WYW-143645

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared John P. Lockridge, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 1st day of January, 2005.

Rebecca L Henderson
Notary Public

MY COMMISSION EXPIRES 11/15/08

REBECCA L. HENDERSON NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/15/2008

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared Steven R. Matre. known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 1st day of January, 2005.

Rebecca L Henderson
Notary Public

MY COMMISSION EXPIRES 11/15/08

REBECCA L. HENDERSON NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/15/2008

402

Form 3000-3
(January 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No. **WYW-143645**

Lease Effective Date (Anniversary Date) **DECEMBER 1, 1997**

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **MOUNTAIN ENERGY, LLC**
   Street **1801 BROADWAY, SUITE 1250**
   City, State, ZIP Code **DENVER, CO 80202**

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

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

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

2. This assignment conveys the following interest:

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. a	Percent of Interest Owned b	 Conveyed c	 Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	 Previously reserved or conveyed f
TOWNSHIP 29 NORTH, RANGE 106 WEST, 6th P.M. SECTION 19: LOTS 1-4, SE, E2NW SECTION 20: NWSW SECTION 30: LOTS 1,2, E2NW, NE SUBLETTE COUNTY, WYOMING CONTAINING 727.12 ACRES, MORE OR LESS	25.00%	25.00%	0.00%	NONE	THOSE OF RECORD

309005

RECORDED Jan. 24 2005 8:20 A M
IN BOOK 129 Misc PAGE 402
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by L. Freeman

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

Assignment approved effective _____

By _____
(Authorized Officer)

☐ Assignment approved for attached land description

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

_____
(Title) (Date)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 1st day of JANUARY, 20 05

Name of Assignor as shown on current lease: JOHN P. LOCKRIDGE
Please type or print

Assignor or Attorney-in-fact: John P. Lockridge (Signature)

1801 BROADWAY, SUITE 1250
(Assignor's Address)

DENVER (City) CO (State) 80202 (Zip Code)

Executed this 1st day of JANUARY, 20 05

MOUNTAIN ENERGY, LLC

Assignee or Attorney-in-fact: [signature] 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 (W)-630), Mail Stop 401 LS, 1849 C Street, N.W., Washington, D.C. 20240.

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

ATTACHED TO AND MADE A PART OF THAT CERTAIN
ASSIGNMENT OF RECORD TITLE INTEREST
Serial Number WYW-143645

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared John P. Lockridge, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 1st day of January, 2005.

Rebecca L Henderson
Notary Public

MY COMMISSION EXPIRES 11/15/08

REBECCA L. HENDERSON NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/15/2008

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared Steven R. Matre, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 1st day of January, 2005.

Rebecca L Henderson
Notary Public

MY COMMISSION EXPIRES 11/15/08

REBECCA L. HENDERSON NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/15/2008

Form 3000-3
(January 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
WYW-143645

Lease Effective Date
(Anniversary Date)
DECEMBER 1, 1997

New Serial No.

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

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

Type or print plainly in ink,and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **MOUNTAIN ENERGY, LLC**
   Street **1801 BROADWAY, SUITE 1250**
   City, State, ZIP Code **DENVER, CO 80202**

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 29 NORTH, RANGE 106 WEST, 6th P.M. SECTION 17: ALL SECTION 18: LOTS 1-4, E2, E2W2 SECTION 19: NE SECTION 30: LOTS 3,4, E2SW, SE SUBLETTE COUNTY, WYOMING CONTAINING 1723.80 ACRES, MORE OR LESS	100.00%	100.00%	0.00%	NONE	THOSE OF RECORD

309004

RECORDED Jan. 24 2005 8:20A M
IN BOOK 129 Qx 4 PAGE 405
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

Assignment approved effective _____

By _____
(Authorized Officer)

☐ Assignment approved for attached land description

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

_____
(Title) (Date)

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 1st day of JANUARY, 20 05

Name of Assignor as shown on current lease: JOHN P. LOCKRIDGE
Please type or print

Assignor or Attorney-in-fact: John P. Lockridge (Signature)

1801 BROADWAY, SUITE 1250
(Assignor's Address)

DENVER (City) CO (State) 80202 (Zip Code)

Executed this 1st day of JANUARY, 20 05

MOUNTAIN ENERGY, LLC

Assignee or Attorney-in-fact: 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 (W)-630), Mail Stop 401 LS, 1849 C Street, N.W., Washington, D.C. 20240.

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

ATTACHED TO AND MADE A PART OF THAT CERTAIN
ASSIGNMENT OF RECORD TITLE INTEREST
Serial Number WYW-143645

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared John P. Lockridge, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 1st day of January, 2005.

Rebecca L Henderson
Notary Public

MY COMMISSION EXPIRES 11/15/08

REBECCA L. HENDERSON NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/15/2008

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared Steven R. Matre, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 1st day of January, 2005.

Rebecca L Henderson
Notary Public

MY COMMISSION EXPIRES 11/15/08

REBECCA L. HENDERSON NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/15/2008

408

Form 3000-3
(January 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No. **WYW-143646**

Lease Effective Date (Anniversary Date) **DECEMBER 1, 1997**

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **MOUNTAIN ENERGY, LLC**
   Street **1801 BROADWAY, SUITE 1250**
   City, State, ZIP Code **DENVER, CO 80202**

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 29 NORTH, RANGE 106 WEST, 6th P.M. SECTION 20: SE SECTION 21: S2 SECTION 28: N2 SECTION 29: NE SUBLETTE COUNTY, WYOMING CONTAINING 960.00 ACRES, MORE OR LESS	7.5%	7.5%	0.00%	NONE	THOSE OF RECORD

309003

RECORDED Jan. 24 2005 8:20A M
IN BOOK 129 Adv 4 PAGE 408
FEES $ 14.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
[illegible]

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

Assignment approved effective _____

By _____
(Authorized Officer)

☐ Assignment approved for attached land description

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

_____
(Title) (Date)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 1st day of JANUARY, 20 05

Name of Assignor as shown on current lease: JOHN P. LOCKRIDGE
Please type or print

Assignor or Attorney-in-fact: John P. Lockridge (Signature)

(Signature)

1801 BROADWAY, SUITE 1250
(Assignor's Address)

DENVER (City) CO (State) 80202 (Zip Code)

Executed this 1st day of JANUARY, 20 05

MOUNTAIN ENERGY, LLC

Assignee or Attorney-in-fact: [signature] MANAGER (Signature)

(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0034), Bureau Clearance Officer (W)-630), Mail Stop 401 LS, 1849 C Street, N.W., Washington, D.C. 20240.

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

ATTACHED TO AND MADE A PART OF THAT CERTAIN
ASSIGNMENT OF RECORD TITLE INTEREST
Serial Number WYW-143646

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared John P. Lockridge, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 1st day of January, 2005.

Rebecca L Henderson
Notary Public

MY COMMISSION EXPIRES 11/15/08

REBECCA L. HENDERSON NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/15/2008

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared Steven R. Matre, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 1st day of January, 2005.

Rebecca L Henderson
Notary Public

MY COMMISSION EXPIRES 11/15/08

REBECCA L. HENDERSON NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/15/2008

[redacted] [redacted] [redacted]

Form 3000-3
(January 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
WYW-143646

Lease Effective Date
(Anniversary Date)
DECEMBER 1, 1997

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **MOUNTAIN ENERGY, LLC**
Street **1801 BROADWAY, SUITE 1250**
City, State, ZIP Code **DENVER, CO 80202**

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 29 NORTH, RANGE 106 WEST, 6th P.M. SECTION 20: SE SECTION 21: S2 SECTION 28: N2 SECTION 29: NE SUBLETTE COUNTY, WYOMING CONTAINING 960.00 ACRES, MORE OR LESS	25.00%	25.00%	0.00%	NONE	THOSE OF RECORD

309002

RECORDED Jan. 24, 2005 8:20 A M
IN BOOK 129 D-4 PAGE 411
FEES $ 14.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by L. Freeman

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)

411

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 1st day of JANUARY, 20 05

Name of Assignor as shown on current lease: JOHN P. LOCKRIDGE
Please type or print

Assignor or Attorney-in-fact: John P. Lockridge (Signature)

1801 BROADWAY, SUITE 1250
(Assignor's Address)

DENVER (City) CO (State) 80202 (Zip Code)

Executed this 1st day of JANUARY, 20 05

Assignee or Attorney-in-fact: MOUNTAIN ENERGY, LLC
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 (W)-630), Mail Stop 401 LS, 1849 C Street, N.W., Washington, D.C. 20240.

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

[redacted] [redacted] [redacted]

ATTACHED TO AND MADE A PART OF THAT CERTAIN
ASSIGNMENT OF RECORD TITLE INTEREST
Serial Number WYW-143646

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared John P. Lockridge, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 1st day of January, 2005.

Rebecca L Henderson
Notary Public

MY COMMISSION EXPIRES 11/15/08

REBECCA L. HENDERSON NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/15/2008

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared Steven R. Matre, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 1st day of January, 2005.

Rebecca L Henderson
Notary Public

MY COMMISSION EXPIRES 11/15/08

REBECCA L. HENDERSON NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/15/2008

414

Form 3000-3
(January 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No. **WYW-143646**

Lease Effective Date (Anniversary Date) **DECEMBER 1, 1997**

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **MOUNTAIN ENERGY, LLC**
   Street **1801 BROADWAY, SUITE 1250**
   City, State, ZIP Code **DENVER, CO 80202**

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

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

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

2. This assignment conveys the following interest:

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. a	Percent of Interest Owned b	 Conveyed c	 Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	 Previously reserved or conveyed f
TOWNSHIP 29 NORTH, RANGE 106 WEST, 6th P.M. SECTION 20: NE, N2NW, SENW SECTION 21: N2 SECTION 28: S2 SECTION 29: SE SUBLETTE COUNTY, WYOMING CONTAINING 1080.00 ACRES, MORE OR LESS	100.00%	100.00%	0.00%	NONE	THOSE OF RECORD

309001

RECORDED Jan 24 2005 8:20 AM
IN BOOK 129 Misc PAGE 414
FEES $ 14.00 M L [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By L Freeman

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 1st day of JANUARY, 20 05

Name of Assignor as shown on current lease: JOHN P. LOCKRIDGE
Please type or print

Assignor or Attorney-in-fact: John P. Lockridge (Signature)

1801 BROADWAY, SUITE 1250
(Assignor's Address)

DENVER (City) CO (State) 80202 (Zip Code)

Executed this 1st day of JANUARY, 20 05

MOUNTAIN ENERGY, LLC

Assignee or Attorney-in-fact: R. Mathis 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 (W)-630), Mail Stop 401 LS, 1849 C Street, N.W., Washington, D.C. 20240.

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

ATTACHED TO AND MADE A PART OF THAT CERTAIN
ASSIGNMENT OF RECORD TITLE INTEREST
Serial Number WYW-143646

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared John P. Lockridge, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 1st day of January, 2005.

Rebecca L Henderson
Notary Public

MY COMMISSION EXPIRES 11/15/08

REBECCA L. HENDERSON NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/15/2008

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared Steven R. Matre, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 1st day of January, 2005.

Rebecca L Henderson
Notary Public

MY COMMISSION EXPIRES 11/15/08

REBECCA L. HENDERSON NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/15/2008

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Form 3000-3
(January 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
WYW-143651

Lease Effective Date
(Anniversary Date)
DECEMBER 1, 1997

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **MOUNTAIN ENERGY, LLC**
   Street **1801 BROADWAY, SUITE 1250**
   City, State, ZIP Code **DENVER, CO 80202**

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M. SECTION 24: W2 SECTION 25: N2 SECTION 26: N2 SUBLETTE COUNTY, WYOMING CONTAINING 960.00 ACRES, MORE OR LESS	7.5%	7.5%	0.00%	NONE	THOSE OF RECORD

363000

RECORDED Jan. 24 2005 8:20A M
IN BOOK 129 O.Y PAGE 417
FEES $ 14.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
[illegible]

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)

417

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

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

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

Executed this 1st day of JANUARY, 20 05

Name of Assignor as shown on current lease: JOHN P. LOCKRIDGE
Please type or print

Assignor or Attorney-in-fact: [signature] (Signature)

1801 BROADWAY, SUITE 1250
(Assignor's Address)

DENVER (City) CO (State) 80202 (Zip Code)

Executed this 1st day of JANUARY, 20 05

MOUNTAIN ENERGY, LLC

Assignee or Attorney-in-fact: [signature] (Signature)

MANAGER

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0034), Bureau Clearance Officer (W)-630), Mail Stop 401 LS, 1849 C Street, N.W., Washington, D.C. 20240.

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

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

ATTACHED TO AND MADE A PART OF THAT CERTAIN
ASSIGNMENT OF RECORD TITLE INTEREST
Serial Number WYW-143651

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared John P. Lockridge, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 1st day of January, 2005.

Rebecca Henderson
Notary Public

MY COMMISSION EXPIRES 11/15/08

REBECCA L. HENDERSON NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/15/2008

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared Steven R. Matre, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 1st day of January, 2005.

Rebecca Henderson
Notary Public

MY COMMISSION EXPIRES 11/15/08

REBECCA L. HENDERSON NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/15/2008

420

Form 3000-3
(January 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
WYW-143651

Lease Effective Date
(Anniversary Date)
DECEMBER 1, 1997

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **MOUNTAIN ENERGY, LLC**
Street **1801 BROADWAY, SUITE 1250**
City, State, ZIP Code **DENVER, CO 80202**

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M. SECTION 24: W2 SECTION 25: N2 SECTION 26: N2 SUBLETTE COUNTY, WYOMING CONTAINING 960.00 ACRES, MORE OR LESS	25.00%	25.00%	0.00%	NONE	THOSE OF RECORD

308999

RECORDED Jan. 24 2005 8:20A M
IN BOOK 129 Q, 4 PAGE 420
FEES $ 14.00 Mary L. Goodman CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by L. Freeman

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

By _____
(Authorized Officer)

_____
(Title) (Date)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 1st day of JANUARY, 20 05

Name of Assignor as shown on current lease: JOHN P. LOCKRIDGE
Please type or print

Assignor or Attorney-in-fact: John P. Lockridge
(Signature)

1801 BROADWAY, SUITE 1250
(Assignor's Address)

DENVER (City) CO (State) 80202 (Zip Code)

Executed this 1st day of JANUARY, 20 05

Assignee: MOUNTAIN ENERGY, LLC

Assignee or Attorney-in-fact: [signature] 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 (W)-630), Mail Stop 401 LS, 1849 C Street, N.W., Washington, D.C. 20240.

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

ATTACHED TO AND MADE A PART OF THAT CERTAIN
ASSIGNMENT OF RECORD TITLE INTEREST
Serial Number WYW-143651

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared John P. Lockridge, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 10th day of January, 2005.

Rebecca L Henderson
Notary Public

REBECCA L. HENDERSON NOTARY PUBLIC STATE OF COLORADO

MY COMMISSION EXPIRES 11/15/08

My Commission Expires 11/15/2008

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared Steven R. Matre, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 10th day of January, 2005.

Rebecca L Henderson
Notary Public

REBECCA L. HENDERSON NOTARY PUBLIC STATE OF COLORADO

MY COMMISSION EXPIRES 11/15/08

My Commission Expires 11/15/2008

Form 3000-3
(January 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
WYW-143651

Lease Effective Date
(Anniversary Date)
DECEMBER 1, 1997

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. **Assignee*** **MOUNTAIN ENERGY, LLC**
Street **1801 BROADWAY, SUITE 1250**
City, State, ZIP Code **DENVER, CO 80202**

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

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

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

2. This assignment conveys the following interest:

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 29 NORTH, RANGE 107 WEST, 6th P.M. ; SECTION 25: S2 SECTION 26: S2 SUBLETTE COUNTY, WYOMING CONTAINING 640.00 ACRES, MORE OR LESS	100.00%	100.00%	0.00%	NONE	THOSE OF RECORD

308398

RECORDED Jan. 24 2005 8:20A M
IN BOOK 1290-4 PAGE 423
FEES $ 14.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By L. Freeman

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

Assignment approved effective _____

By _____
(Authorized Officer)

☐ Assignment approved for attached land description

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

_____
(Title) (Date)

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 1st day of JANUARY, 20 05

Name of Assignor as shown on current lease: JOHN P. LOCKRIDGE
Please type or print

Assignor or Attorney-in-fact: John P. Lockridge (Signature)

(Signature)

1801 BROADWAY, SUITE 1250
(Assignor's Address)

DENVER (City) CO (State) 80202 (Zip Code)

Executed this 1st day of JANUARY, 20 05

MOUNTAIN ENERGY, LLC

Assignee or MANAGER: (Signature)

Attorney-in-fact

(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0034), Bureau Clearance Officer (W)-630), Mail Stop 401 LS, 1849 C Street, N.W., Washington, D.C. 20240.

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

ATTACHED TO AND MADE A PART OF THAT CERTAIN
ASSIGNMENT OF RECORD TITLE INTEREST
Serial Number WYW-143651

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared John P. Lockridge, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 1st day of January, 2005.

Rebecca L Henderson
Notary Public

MY COMMISSION EXPIRES 11/15/08

REBECCA L. HENDERSON NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/15/2006

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared Steven R. Matre, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 1st day of January, 2005.

Rebecca L Henderson
Notary Public

MY COMMISSION EXPIRES 11/15/08

REBECCA L. HENDERSON NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/15/2006

426

Form 3000-3
(January 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

Lease Serial No.
WYW-153633

Lease Effective Date
(Anniversary Date)
SEPTEMBER 1, 2001

New Serial No.

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

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

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* MOUNTAIN ENERGY, LLC
   Street 1801 BROADWAY, SUITE 1250
   City, State, ZIP Code DENVER, CO 80202

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

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

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

2. This assignment conveys the following interest:

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. a	Percent of Interest Owned b	 Conveyed c	 Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	 Previously reserved or conveyed f
TOWNSHIP 29 NORTH, RANGE 106 WEST, 6th P.M. SECTION 19: E2SW SUBLETTE COUNTY, WYOMING CONTAINING 80.00 ACRES, MORE OR LESS	2.8125%	2.8125%	0.00%	NONE	THOSE OF RECORD

308997

RECORDED Jan. 24 2005 8:20 A M
IN BOOK 139 O+G PAGE 426
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by D. Freeman

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

[redacted] [redacted] [redacted]

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 1st day of JANUARY, 20 05

Name of Assignor as shown on current lease: JOHN P. LOCKRIDGE
Please type or print

Assignor or Attorney-in-fact: John P. Lockridge (Signature)

1801 BROADWAY, SUITE 1250
(Assignor's Address)

DENVER (City) CO (State) 80202 (Zip Code)

Executed this 1st day of JANUARY, 20 05

Assignee or Attorney-in-fact: MOUNTAIN ENERGY, LLC
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 (W)-630), Mail Stop 401 LS, 1849 C Street, N.W., Washington, D.C. 20240.

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

ATTACHED TO AND MADE A PART OF THAT CERTAIN
ASSIGNMENT OF RECORD TITLE INTEREST
Serial Number WYW-153633

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared John P. Lockridge, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 1st day of January, 2005.

Rebecca L Henderson
Notary Public

MY COMMISSION EXPIRES 11/15/08

REBECCA L. HENDERSON NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/15/2008

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared Steven R. Matre, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 1st day of January, 2005.

Rebecca L Henderson
Notary Public

REBECCA L. HENDERSON NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/15/2008

MY COMMISSION EXPIRES 11/15/08

Form 3000-3
(January 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No. **WYW-153633**

Lease Effective Date (Anniversary Date) **SEPTEMBER 1, 2001**

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **MOUNTAIN ENERGY, LLC**
   Street **1801 BROADWAY, SUITE 1250**
   City, State, ZIP Code **DENVER, CO 80202**

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

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

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

2. This assignment conveys the following interest:

Land Description (Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.)	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 29 NORTH, RANGE 106 WEST, 6th P.M. SECTION 19: E2SW SUBLETTE COUNTY, WYOMING CONTAINING 80.00 ACRES, MORE OR LESS	12.5%	12.5%	0.00%	NONE	THOSE OF RECORD

308996

RECORDED Jan 24 2005 8:20 AM
IN BOOK 129 Or 4 PAGE 429
FEES $ 14.00 [signature] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
[signature]

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

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

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 1st day of JANUARY, 20 05

Name of Assignor as shown on current lease: JOHN P. LOCKRIDGE
Please type or print

Assignor or Attorney-in-fact: John P. Lockridge (Signature)

(Signature)

1801 BROADWAY, SUITE 1250
(Assignor's Address)

DENVER (City) CO (State) 80202 (Zip Code)

Executed this 1st day of JANUARY, 20 05

MOUNTAIN ENERGY, LLC

Assignee or Attorney-in-fact: MANAGER (Signature)

(Signature)

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0034), Bureau Clearance Officer (W)-630), Mail Stop 401 LS, 1849 C Street, N.W., Washington, D.C. 20240.

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

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

ATTACHED TO AND MADE A PART OF THAT CERTAIN
ASSIGNMENT OF RECORD TITLE INTEREST
Serial Number WYW-153633

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared John P. Lockridge, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 17 day of January, 2005.

Rebecca L Henderson
Notary Public

MY COMMISSION EXPIRES 11/15/08

REBECCA L. HENDERSON NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/15/2008

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared Steven R. Matre, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 17 day of January, 2005.

Rebecca L Henderson
Notary Public

REBECCA L. HENDERSON NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/15/2008

MY COMMISSION EXPIRES 11/15/08

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-06269

WY 09706

309022

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.

RECORDED Jan. 24 05 4:00P
IN BOOK 129 Mg PAGE 432
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Grace Mingus Deputy

PART A: TRANSFER

Transferee (Sublessee)* Shell Rocky Mountain Production, LLC
Street 4582 S. Ulster Street Parkway, Suite 500
City, State, ZIP Code Denver, Colorado 80237

*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 14: NW/4NE/4 containing 40 acres, more or less Limited to those rights from the stratgraphic equivalent of 9,931' being 200 feet below the total depth drilled in the Pinedale Federal #1-14 Well in the NE/4NE/4 of Section 14, T31N, R109W to a depth of 12,725' being 200' below the total depth drilled in the Riverside #2-14 Well in the NW/4NE/4 of Section 14, T31N, R109 W 6th P.M. Subject to the terms and conditions of that certain Leasehold Exchange Agreement dated January 26, 1999, by and between ST Oil Company, III Exploration Company and McMurry Oil Company, and as ratified on March 19, 1999, by Fort Collins Consolidated Royalties, Inc. Nerd Enterprises, Inc. and Edward M. Warner, and amended July 5, 2001 The interest assigned herein is created out of and through that certain chain of title from Atlantic Richfield Company to McMurry Oil Company, dated November 12, 1992, approved effective January 1, 1993, and not that chain of title from any other party	5.9375%	2.6125%	3.325%	None	OfRecord

RECEIVED
04 JUL 12 AM 9:00
CHEYENNE, WYOMING
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA **FOR ASSIGNEE**

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

☒ Transfer approved effective AUG 01 2004

By /S/ LINDA GOOKIN (Authorized Officer)

LAND LAW EXAMINER (Title) SEP 15 2004 (Date)

(Continued on reverse)

Filed
by
BK

[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.

SEE ATTACHED

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 7th day of May 20 04
SWEPI LP

Name of Transferor as shown on current lease _____
(Please type or print)

Transferor _____
or
Attorney-in-fact J.M. Hoggard
(Signature)

P.O. Box 576
(Transferor's Address)

Houston TX 77001
(City) (State) (Zip Code)

Executed this 7TH day of MAY 20 04
Shell Rocky Mountain Production, LLC

Transferee By: D. O. Stanley
or
Attorney-in-fact
(Signature)

30-057

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 FROM
SWEPI LP TO SHELL ROCKY MOUNTAIN PRODUCTION, LLC

Dated May 7, 2004

STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on this 7th day of May, 2004, by J. M. Hazzard as Attorney-in-Fact for SWEPI LP, a Delaware limited partnership, on behalf of the partnership.

Witness my hand and official seal.

My commission expires:

[SEAL]

GAYLE KACAL
Notary Public, State of Texas
My Commission Expires
June 14, 2007

Gayle Kacal
Notary Public

STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on this 7th day of May, 2004, by B. O. Eubanks as Attorney-in-Fact for Shell Rocky Mountain Production, LLC, a Delaware limited liability company, on behalf of the company.

Witness my hand and official seal.

My commission expires:

[SEAL]

GAYLE KACAL
Notary Public, State of Texas
My Commission Expires
June 14, 2007

Gayle Kacal
Notary Public

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
04 JUL 12 AM 9:00
RECEIVED
CHEYENNE, WYOMING

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-06269
WY09706

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. 309023

PART A: TRANSFER

RECORDED Jan. 24 20[illegible] [illegible]
IN BOOK 129 Misc PAGE 435
FEES $ 14.00 COUNTY CLERK
SWEETWATER COUNTY, WYOMING
Lucy L. Freeman

Transferee (Sublessee)* Shell Rocky Mountain Production, LLC
Street 4582 S Ulster Street Parkway, Suite 500
City, State, ZIP Code Denver, Colorado 80237

*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 14: NW/4NE/4 containing 40 acres, more or less Limited to those rights from the stratgraphic equivalent of 9,931' being 200 feet below the total depth drilled in the Pinedale Federal #1-14 Well in the NE/4NE/4 of Section 14, T31N, R109W to a depth of 12,725' being 200' below the total depth drilled in the Riverside #2-14 Well in the NW/4NE/4 of Section 14, T31N, R109 W 6th P.M. Subject to the terms and conditions of that certain Leasehold Exchange Agreement dated January 26, 1999, by and between ST Oil Company, III Exploration Company and McMurry Oil Company, and as ratified on March 19, 1999, by Fort Collins Consolidated Royalties, Inc. Nerd Enterprises, Inc. and Edward M. Warner, and amended July 5, 2001 The interest assigned herein is created out of and through that certain chain of title from Atlantic Richfield Company to McMurry Oil Company, dated November 12, 1992, approved effective January 1, 1993, and not that chain of title from any other party	.5000%	.2200%	.2800%	None	OfRecord

RECEIVED
04 JUL 12 AM 9:00
CHEYENNE, WYOMING
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA **FOR ASSIGNEE**

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

☒ Transfer approved effective AUG 01 2004

By /S/ LINDA GOOKIN (Authorized Officer) LAND LAW EXAMINER (Title) SEP 15 2004 (Date)

(Continued on reverse)

Filed
by
BK

435

436

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.

SEE ATTACHED

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 17th day of May 20 04

Name of Transferor as shown on current lease: Williams Production Rocky Mountain Company (Please type or print)

Transferor or Attorney-in-fact: Darla Pace (Signature)

P.O. Box 3102 (Transferor's Address)

Tulsa (City) OK (State) 74101 (Zip Code)

Executed this 7TH day of May 20 04

Transferee: Shell Rocky Mountain Production, LLC

Transferee or Attorney-in-fact: BY: B. O. Eustaquio (Signature)

300053

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 FROM
WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY TO
SHELL ROCKY MOUNTAIN PRODUCTION, LLC

Dated May 7, 2004

STATE OF OKLAHOMA)
) ss
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me on this 17th day of May, 2004, by Dorsey T. Roach as Attorney in Fact for Williams Production Rocky Mountain Company, a Delaware corporation, on behalf of the corporation.

Witness my hand and official seal.

My commission expires:

[SEAL]

Notary Public Oklahoma
OFFICIAL SEAL
SUSAN A. TYLER
TULSA COUNTY
COMMISSION #01011090
Comm. Exp. 07-17-2005

Susan A. Tyler
Notary Public

STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on this 7th day of May, 2004, by B. O. Eubanks as Attorney-in-Fact for Shell Rocky Mountain Production, LLC, a Delaware limited liability company, on behalf of the company.

Witness my hand and official seal.

My commission expires:

[SEAL]

GAYLE KACAL
Notary Public, State of Texas
My Commission Expires
June 14, 2007

Gayle Kacal
Notary Public

RECEIVED
04 JUL 12 AM 9:00
CHEYENNE, WYOMING
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

438

Wy3057

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2, 94CR

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 14th day of January, 2005, by and between THE ILIFF SCHOOL OF THEOLOGY, a Colorado non-profit corporation, whose address is 2345 E. Iliff Ave., Denver, CO 80210, hereinafter called Lessor (whether one or more) and QUESTAR EXPLORATION AND PRODUCTION COMPANY whose address is 1050 17TH St., Suite 500, Denver, CO 80265, hereinafter called Lessee:

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

309061

TOWNSHIP 31 NORTH, RANGE 109 WEST, 6TH P.M.
Section 15: Lots 3, 4, 5, 6, 9, SW¼SW¼
Section 20: SE¼SE¼
Section 21: Lots 1, 4, 5, 7, 8, 10, E½NE¼
Section 29: Lot 1

TOWNSHIP 31 NORTH, RANGE 108 WEST, 6TH PM.
Section 23: SE¼SE¼
Section 24: SW¼SW¼
Section 25: N½NW¼

RECORDED Jan. 26 '05 3:15 P
IN BOOK 129 Q 9 PAGE 438
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Mary L Lyford

Together with all accretion and riparian rights thereto and all right, title and interest to the bed of the New Fork River.

and containing 690.02 acres, more or less, 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.

1. It is agreed that this lease shall remain in force for a term three (3) years and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

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

3. In consideration of the premises the said Lessee covenants and agrees:
1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8th) part of all oil produced and saved from the leased premises.
2nd. To pay Lessor one-eighth (1/8th) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8th), payable monthly at the prevailing market rate for gas.
3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8th) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

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

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

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and Lessor hereby agrees that any such payments made by Lessee for the Lessor may be deducted from any amounts of money which may become due the Lessor under the terms of this lease. 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.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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

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

THE ILIFF SCHOOL OF THEOLOGY, a Colorado non-profit corporation

By: _____
Kelly L. McCormick, Vice President

STATE of Colorado
} ss. ACKNOWLEDGMENT-INDIVIDUAL
COUNTY of Denver

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 19th day of January, 2005, personally appeared Kelly L. McCormick the Vice President of The Iliff School of Theology, a Colorado non-profit corporation .

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

My Commission Expires: 2-1-08

MARILYN J. LAFFERTY NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 02/01/2008

_____
Notary Public:

Address:
2201 S University Blvd
Denver, Co 80210

440.

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

KNOW ALL MEN BY THESE PRESENTS:

That **Merrion Oil & Gas Corporation** whose address is, 610 Reilly Ave., Farmington, NM 87401, 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 quitclaim, convey, transfer, assign and set over unto the **J. Gregory Merrion Marital Trust A2,** whose address is 610 Reilly Ave., Farmington, NM 87401, hereinafter referred to as "Assignee", ten percent (10%) of Assignor's overriding royalty interest, free and clear of all cost and expense of development and operation, in all oil, gas, casinghead gas, and other hydrocarbon substances produced, saved and marketed from the land described on "Exhibit A" pursuant to the associated oil and gas leases and assignments.

TO HAVE AND TO HOLD the interest herein transferred and assigned unto assignee, their heirs, devisees, personal representatives, successors and assigns, forever, subject only to the following terms and provisions: That,

A. The overriding royalty interests herein are subject to any oil and gas leases and associated assignments.

B. All of the overriding royalty interests herein transferred are payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of the oil and gas lease or associated agreements.

C. The overriding royalty interests 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 subject lands or unavoidably lost; and no overriding royalty shall be paid upon gas used for re-pressuring or recycling operations or pressure maintenance operations benefiting said lands.

D. This Assignment of Overriding Royalty Interests is made without warranty of title, either express or implied.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment of Overriding Royalty Interests as of this 10th day of January, 2005, but shall be effective for all purposes January 1, 2003.

ASSIGNOR:
MERRION OIL AND GAS CORPORATION

By: T Greg Merrion

T. Greg Merrion, President

ASSIGNEE:
J GREGORY MERRION MARITAL TRUST A2

By: Thomas Gregory Merrion

Thomas Gregory Merrion, Trustee

309131

RECORDED Jan 31 2005 4:30 PM
IN BOOK 129 O+G PAGE 440
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by L Truman

ACKNOWLEDGMENTS

STATE OF NEW MEXICO)
)ss
COUNTY OF SAN JUAN)

The foregoing instrument was acknowledged before me this 10th day of January 2005, by **T. Greg Merrion**, in his capacity as **President of Merrion Oil & Gas Corporation**, a New Mexico corporation, on behalf of said corporation.

My commission expires: 10-20-2008

Heidi A. McKenzie
Notary Public

STATE OF NEW MEXICO)
)ss
COUNTY OF SAN JUAN)

The foregoing instrument was acknowledged before me this 10th day of January, 2005, by **Thomas Gregory Merrion**, in his capacity as Trustee of the **J. Gregory Merrion Marital Trust A2**, on behalf of said Trust.

My commission expires: 10-20-2008

Heidi A. McKenzie.
Notary Public

Exhibit "A"
Attached to and made part of that certain Assignment of Overriding Royalty Interests
By and between Merrion Oil & Gas Corporation as Assignor and
the J. Gregory Merrion Marital Trust A2 as Assignee

Lease:	**W-102717**
Lessor:	**USA**
Original Lessee:	**Eugene Waite**
Date:	**12/01/1986**
Description:	**Township 29 North, Range 107 West, 6thPM** **Section 30: Lots 1-4, E/2, E/2W/2 (All)** **Section 31: Lots 1-4, E/2, E/2W/2 (All)** **Sublette County, Wyoming** **Containing 1284.80 acres more or less**

Currently existing wells:

Cabrito Unit

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY

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

NAME	ADDRESS	PERCENT
Gasconade Oil Company	410 17th Street, Suite 1180 Denver, CO 80202	1.66666%
The Roy H. Dubitzky Trust dated June 28, 1986 Roy H. Dubitzky, Trustee	6663 So. Prescott Way Littleton, CO 80120	1.66667%
Riggs Oil & Gas Corporation	P. O. Box 711 Farmington, NM 87499	1.66667%

BEING in all a total of an undivided 5% overriding royalty proportionately reduced by that interest conveyed to Assignor by "Transfer of Operating Rights" dated November 30, 2000 from Questar Exploration and Production Company, approved effective March 1, 2001, recorded in Sublette County, Wyoming in Book 117 O & G at Page 549, in 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:

WYW-015315

INSOFAR AND ONLY INSOFAR AS LEASE COVERS:
Township 32 North, Range 109 West, 6th P.M.
Section 19: E/2
Section 20: All
Sublette County, Wyoming

309133

RECORDED Feb. 1 2005 8:45 AM
IN BOOK 129 O & G PAGE 442
FEES $ 8.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by L. Thomas

WITNESS my hand on this 19th day of January 2005.

ULTRA RESOURCES, INC.

Robin Benko

Robin Benko, Attorney-in-Fact

STATE OF COLORADO)
) SS
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 19th day of January 2005, before me, the undersigned authority, personally came and appeared Robin Benko, appearing in her capacity as Attorney-in-Fact of **ULTRA RESOURCES, INC.**, to me personally known to the identical person whose name is subscribed to the foregoing instrument as the said President of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

Nicki M. Smaldone
Notary Public

My commission expires:
4·10·06

NICKI M. SMALDONE NOTARY PUBLIC STATE OF COLORADO

Page 442 was used twice

442a

443

(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

98 MAR 30 AM 9:00

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

Lease Serial No.
W-118158

Lease Effective Date
(Anniversary Date)
12/1/89

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee*
   Street
   City, State, ZIP Code

ULTRA RESOURCES, INC.
304 INVERNESS WAY SOUTH, SUITE 295
ENGLEWOOD, CO 80112

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

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

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

This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 108 West Section 17: N/2, SE/4 Section 20: E/2 Section 21: All Section 7: NE/4NE/4, S/2NE/4, SE/4 Section 8: S/2NW/4, SW/4, SW/4SE/4 2,000.00 acres Sublette County, WY	100%	100%	-0-	-0-	-0-

309134

RECORDED Jan. 1 2005 8:45 AM
IN BOOK 129 Or 4 PAGE 443
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

CERTIFIED
to be a true and comparative copy
of the official records on file
JAN 13 2005
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 for land description indicated on reverse of this form

Assignment approved effective APR 1 1998

By _____ (Authorized Officer)

LAND LAW EXAMINER (Title)

SEP 10 1998 (Date)

WY-1153

ORIGINAL

[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; © 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 tire Mineral Leasing Act.

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

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

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

Executed this 25th day of March, 1998

Name of Assignor as shown on current lease ULTRA PETROLEUM (USA), INC.
Please type or print

Assignor BY: Charlotte Kauffmen
(Signature)

or Attorney-in-fact Charlotte Kauffmen, General Counsel
(Signature)

1112 Bonnie Brae
(Assignor's Address)

Casper, Wyoming 82601
(City) (State) Zip Code)

Executed this 25th day of March, 1998

ULTRA RESOURCES, INC.

Assignee BY: R. G. Albertus
(Signature)

or Attorney-in-fact R. G. Albertus, President
(Signature)

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

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

☆ U.S. GPO: 1996-774-004/41005

44+7(a)

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

Lease Serial No.
WYW-142265

Lease Effective Date
(Anniversary Date)
08/01/97

New Serial No.

97 NOV -3 AM 9:00

CHEYENNE, WYOMING

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

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* ULTRA RESOURCES, INC.
Street 304 INVERNESS WAY SOUTH, SUITE 295
City, State, ZIP Code ENGLEWOOD, CO 80112

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 108 West Section 7: Lots 3-5, SE¼NW¼, E½SW¼ Section 18: Lots 1-4, E½W½ Township 32 North, Range 108 West Section 30: Lots 1-4, E½W½ Section 31: Lots 1, 2, E½NW¼ Sublette County, Wyoming	100%	100%	-0-	-0-	-0-

309135

RECORDED Jan. 1 2005 8:45 AM
IN BOOK 129 of M PAGE 444
FEES $ 50.00 M. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by: L. Freeman

CERTIFIED
to be a true and comparative copy
of the official records on file
JAN 13 2005
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 DEC 01 1997

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

By Marian N. Stevens
(Authorized Officer)

LAND LAW EXAMINER
(Title)

MAR 19 1998
(Date)

ORIGINAL

WY-1017

[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; © 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 tire Mineral Leasing Act.

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

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

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

Executed this 10th day of October, 1997

Name of Assignor as shown on current lease ULTRA PETROLEUM (USA), INC.
Please type or print

Assignor BY: Charlotte Kauffman
(Signature)

or Charlotte Kauffman, General Counsel
Attorney-in-fact
(Signature)

1112 Bonnie Brae
(Assignor's Address)

Casper, Wyoming 82601
(City) (State) Zip Code)

Executed this 10/28/97 day of October, 1997

ULTRA RESOURCES, INC.

Assignee BY: R. G. Albertus
(Signature)

or R. G. Albertus, President
Attorney-in-fact
(Signature)

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

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

☆ U.S. GPO: 1996-774-004/41005

Page 444 was used twice

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Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No.
WYW142265

OFFER TO LEASE AND LEASE FOR OIL AND GAS

The undersigned *(reverse)* offers to lease all or any of the lands in Item 2 that are available for lease pursuant to the Mineral Leasing Act of 1920, as amended and supplemented (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands of 1947, as amended (30 U.S.C. 351-359), the Attorney General's Opinion of April 2, 1941 (40 Op. Atty. Gen. 41), or the

READ INSTRUCTIONS BEFORE COMPLETING

1. Name Ultra Petro USA Inc
   Street 1112 Bonnie Brae
   City, State, Zip Code Casper, WY 82601

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)
   Surface managing agency if other than BLM: _____ Unit/Project _____
   Legal description of land requested: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____
   *SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.
   T. R. Meridian State County

CERTIFIED
to be a true and comparative copy
of the official records on file
JAN 13 2005
BUREAU OF LAND MANAGEMENT

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total acres applied for _____
Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 0310N R. 108OW 06th Meridian WY State Sublette County
sec 007 LOTS 3-5;
007 SENW,E2SW;
018 LOTS 1-4;
018 E2W2;
0320N 108OW 06th WY
sec 030 LOTS 1-4;
030 E2W2;
031 LOTS 1,2;
031 E2NW;

Total acres in lease 756.160
Rental retained $ 1135.50

This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas *(except helium)* in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☒ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA
by Pamela J. Lewis
(Signing Officer)
Chief, Leasable Minerals Section (Title)
JUL 11 1997 (Date)
EFFECTIVE DATE OF LEASE AUG 01 1997

ORIGINAL

(Continued on reverse)

[redacted] [redacted] [redacted]

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments. 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Duly executed this _____ day of _____, 19 ____. _____

(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease, $1.50 for the first 5 years; thereafter $2.00;
(b) Competitive lease, $1.50; for the first 5 years; thereafter $2.00;
(c) Other, see attachment, or
as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or
as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

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WYW142265

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0074
Expires: November 30, 1996

COMPETITIVE OIL AND GAS OR GEOTHERMAL RESOURCES LEASE BID

30 U.S.C. 181 et seq.; 30 U.S.C. 351-359;
30 U.S.C. 1001-1025; 42 U.S.C. 6508

State	Date of sale
WY	6/3/97

PARCEL NUMBER	AMOUNT OF BID *(See Instructions below)*	
	TOTAL BID	PAYMENT SUBMITTED WITH BID
THE BID IS FOR *(Check one)*: ☒ Oil and Gas Parcel Number 273 WYW142265		CERTIFIED to be a true and comparative copy of the official records on file
☐ Geothermal Parcel Number _____ Name of Known Geothermal Resource Area (KGRA) _____		JAN 13 2005 BUREAU OF LAND MANAGEMENT

The appropriate regulations applicable to this bid are: (1) for oil and gas leases—43 CFR 3120; (2) for National Petroleum Reserve-Alaska (NPR-A) leases—43 CFR 3132; and (3) for Geothermal resources leases—43 CFR 3220. *(See details concerning lease qualifications on reverse.)*

I CERTIFY THAT I have read and am in compliance with, and not in violation of, the lessee qualification requirements under the applicable regulations for this bid.

I CERTIFY THAT this bid is not in violation of 18 U.S.C. 1860 which prohibits unlawful combination or intimidation of bidders. I further certify that this bid was arrived at independently and is tendered without collusion with any other bidder for the purpose of restricting competition.

IMPORTANT NOTICE: Execution of this form, where the offer is the high bid, constitutes a binding lease offer, including all applicable terms and conditions. Failure to comply with the applicable laws and regulations under which this bid is made shall result in rejection of the bid and forfeiture of all monies submitted.

ULTRA PETR USA INC
Print or Type Name of Lessee

Signature of Lessee or Bidder

1112 BONNIE BRAE
Address of Lessee

CASPER WY 82601
City State Zip Code

INSTRUCTIONS

INSTRUCTIONS FOR OIL AND GAS BID *(Except NPR-A)*

1. Separate bid for each parcel is required. Identify parcel by the parcel number assigned in the *Notice of Competitive Lease Sale.*
2. Bid **must** be accompanied by the national minimum acceptable bid, the first year's rental and the administrative fee. The remittance **must** be in the form specified in 43 CFR 3103.1-1. The remainder of the bonus bid, if any, **must** be submitted to the proper BLM office within 10 working days after the last day of the oral auction. **Failure to submit the remainder of the bonus bid within 10 working days will result in rejection of the bid offer and forfeiture of all monies paid.**
3. If bidder is **not** the sole party in interest in the lease for which the bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.
4. This bid may be executed *(signed)* before the oral auction. If signed before the oral auction, this form cannot be modified without being executed again.
5. In view of the above requirement (4), bidder may wish to leave AMOUNT OF BID section blank so that final bid amount may be either completed by the bidder or the Bureau of Land Management at the oral auction.

INSTRUCTIONS FOR GEOTHERMAL OR NPR-A OIL AND GAS BID

1. Separate bid for each parcel is required. Identify parcel by the number assigned to a tract.
2. Bid **must** be accompanied by one-fifth of the total amount of bid. The remittance **must** be in the form specified in 43 CFR 3220.4 for a Geothermal Resources bid and 3132.2 for a NPR-A lease bid.
3. Mark envelope Bid for Geothermal Resources Lease in *(Name of KGRA)* or Bid for NPR-A Lease, as appropriate. Be sure correct parcel number of tract on which bid is submitted and date of bid opening are noted plainly on envelope. No bid may be modified or withdrawn unless such modification or withdrawal is received prior to time fixed for opening of bids.
4. Mail or deliver bid to the proper BLM office or place indicated in the *Notice of Competitive Lease Sale.*
5. If bidder is **not** the sole party in interest in the lease for which bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.

Title 18 U.S.C. Section 1001, 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.

(Continued on reverse)

QUALIFICATIONS

For leases that may be issued as a result of this sale under the Mineral Leasing Act (The Act) of 1920, as amended, the oral bidder must: (1) Be a citizen of the United States; an association *(including partnerships and trusts)* of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) Be in compliance with acreage limitation requirements wherein the bidder's interests, direct and indirect, in oil and gas leases in the State identified do not exceed 246,080 acres each in public domain or acquired lands including acreage covered by this bid, of which not more than 200,000 acres are under options. If this bid is submitted for lands in Alaska, the bidder's holdings in each of the Alaska leasing districts do not exceed 300,000 acres, of which no more than 200,000 acres are under options in each district; (3) Be in compliance with Federal coal lease holdings as provided in sec. 2(a)(2)(A) of the Act; (4) Be in compliance with reclamation requirements for all Federal oil and gas holdings as required by sec. 17 of the Act; (5) Not be in violation of sec. 41 of the Act; and (6) Certify that all parties in interest in this bid are in compliance with 43 CFR Groups 3000 and 3100 and the leasing authorities cited herein.

For leases that may be issued as a result of this sale under the Geothermal Steam Act of 1970, as amended, the bidder must: (1) Be a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; and (2) Be in compliance with acreage limitation requirements wherein the bidder's interests, direct and indirect, do not exceed 51,200 acres; and (3) Certify that all parties in interest in this bid are in compliance with 43 CFR Group 3200 and the leasing authority cited herein.

For leases that may be issued as a result of this sale under the Department of the Interior Appropriations Act of 1981, the bidder must: (1) Be a citizen or national of the United States; an alien lawfully admitted for permanent residence; a private, public or municipal corporation organized under the laws of the United States or of any State or Territory thereof; an association of such citizens, nationals, resident aliens or private, public or municipal corporations, and (2) Certify that all parties in interest in this bid are in compliance with 43 CFR Part 3130 and the leasing authorities cited herein.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this bid for a Competitive Oil and Gas or Geothermal Resources Lease.

AUTHORITY: 30 U.S.C. 181 et seq.; 30 U.S.C. 351-359; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPLE PURPOSE: The information is to be used to process your bid.

ROUTINE USES: (1) The adjudication of the bidder's right to the resources for which this bid is made. (2) Documentation for public information. (3) Transfer to appropriate Federal agencies when comment or concurrence is required prior to granting a right in public lands or resources. (4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION: Disclosure of the information is voluntary. If all the information is not provided, your bid may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

This information is being collected in accordance with 43 CFR 3120, 43 CFR 3130, or 43 CFR 3220.
This information will be used to determine the bidder submitting the highest bid.
Response to this request is required to obtain a benefit.

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 2 hours per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 1849 C Street, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0074), Washington, D.C. 20503.

WYW142265

MULTIPLE MINERAL DEVELOPMENT STIPULATION

Operations will not be approved which, in the opinion of the authorized officer, would unreasonably interfere with the orderly development and/or production from a valid existing mineral lease issued prior to this one for the same lands.

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

JAN 13 2005

BUREAU OF LAND MANAGEMENT

WYW142265

LEASE NOTICE NO. 1

Under Regulation 43 CFR 3101.1-2 and terms of the lease (BLM Form 3100-11), the authorized officer may require reasonable measures to minimize adverse impacts to other resource values, land uses, and users not addressed in lease stipulations at the time operations are proposed. Such reasonable measures may include, but are not limited to, modification of siting or design of facilities, timing of operations, and specification of interim and final reclamation measures, which may require relocating proposed operations up to 200 meters, but not off the leasehold, and prohibiting surface disturbance activities for up to 60 days.

The lands within this lease may include areas not specifically addressed by lease stipulations that may contain special values, may be needed for special purposes, or may require special attention to prevent damage to surface and/or other resources. Possible special areas are identified below. Any surface use or occupancy within such special areas will be strictly controlled or, if absolutely necessary, prohibited. Appropriate modifications to imposed restrictions will be made for the maintenance and operation of producing wells.

1. Slopes in excess of 25 percent.

2. Within 500 feet of surface water and/or riparian areas.

3. Construction with frozen material or during periods when the soil material is saturated or when watershed damage is likely to occur.

4. Within 500 feet of Interstate highways and 200 feet of other existing rights-of-way (i.e., U.S. and State highways, roads, railroads, pipelines, powerlines).

5. Within 1/4 mile of occupied dwellings.

6. Material sites.

GUIDANCE:

The intent of this notice is to inform interested parties (potential lessees, permittees, operators) that when one or more of the above conditions exist, surface disturbing activities will be prohibited unless or until the permittee or the designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water).

The referenced oil and gas leases on these lands are hereby made subject to the stipulation that the exploration or drilling activities will not interfere materially with the use of the area as a materials site/free use permit. At the time operations on the above lands are commenced, notification will be made to the appropriate agency. The name of the appropriate agency may be obtained from the proper BLM District Office.

CERTIFIED
to be a true and comperative copy
of the official records on file
JAN 13 2005
BUREAU OF LAND MANAGEMENT

WYW142265

SPECIAL LEASE NOTICE

THREATENED, ENDANGERED, CANDIDATE, OR OTHER SPECIAL STATUS PLANT AND ANIMAL SPECIES

The lease area may contain habitat for the threatened, endangered, candidate, or other special status plant and animal species listed below. Exploration and development proposals may be limited, or modifications required, if activity is planned within the habitat boundaries of a threatened, endangered, candidate, or other special status plant/animal species as it then exists. Upon receipt of a site specific proposal, the authorized officer will review current inventory records of each location and may require that further localized surveys be performed to assure no threatened, endangered, candidate (category 1 or 2), proposed, or other special status species are present. (Endangered Species Act of 1973 as amended, Sections 2 and 7.)

SPECIES: Astragalus drabelliformis (bastard draba milkvetch);

CERTIFIED
to be a true and comparative copy
of the official records on file
JAN 13 2005
BUREAU OF LAND MANAGEMENT

WYW142265

NO SURFACE OCCUPANCY STIPULATION - NSO

No surface occupancy or use is allowed on the lands described below (legal subdivision or other description).

(1) T31N,R108W, Sec 7: Lot 3,SENW;

CERTIFIED
to be a true and comparative copy
of the official records on file
JAN 13 2005
BUREAU OF LAND MANAGEMENT

For the purpose of:

(2) protecting HUD designated Zone A (100 year) flood hazard area on perennial water courses.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

WYW142265

TIMING LIMITATION STIPULATION - TLS

No surface use is allowed during the following time period(s). This stipulation does not apply to operation and maintenance of production facilities.

(1) Nov 15 to Apr 30;

On the lands described below:

(2) entire lease, excluding area protected by NSO;

For the purpose of (reasons):

(3) protecting big game crucial winter range.

CERTIFIED
to be a true and comparative copy
of the official records on file
JAN 13 2005
BUREAU OF LAND MANAGEMENT

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

WYW142265

TIMING LIMITATION STIPULATION - TLS

No surface use is allowed during the following time period(s). This stipulation does not apply to operation and maintenance of production facilities.

(1) Feb 1 to Jul 31;

On the lands described below:

(2) as mapped on the Pinedale RMP Oil and Gas Lease Stipulation Overlay #2, excluding area protected by NSO;

For the purpose of (reasons):

(3) protecting sage grouse nesting habitat.

CERTIFIED
to be a true and comparative copy
of the official records on file
JAN 13 2005
BUREAU OF LAND MANAGEMENT

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

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WYW142265

CONTROLLED SURFACE USE STIPULATION - CSU

Surface occupancy or use is subject to the following special operating constraints.

(1) Surface occupancy or use between Feb 1 and July 31 within a radius of up to 1 mile of occupied or active raptor nest sites will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts;

On the lands described below:

(2) as mapped on the Pinedale RMP Oil and Gas Lease Stipulation Overlay #2, or as determined by a pre-disturbance raptor survey, excluding area protected by NSO;

For the purpose of:

(3) protecting raptor nesting habitat.

CERTIFIED
to be a true and comparative copy
of the official records on file
JAN 13 2005
BUREAU OF LAND MANAGEMEN

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

WYW142265

CONTROLLED SURFACE USE STIPULATION - CSU

Surface occupancy or use is subject to the following special operating constraints.

(1) Surface occupancy or use within HUD designated Zone A (100 Year) flood hazard areas not protected by NSO will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts;

On the lands described below:

(2) as mapped on the Pinedale RMP Flood Hazard Overlay;

CERTIFIED
to be a true and comparative copy
of the official records on file
JAN 13 2005
BUREAU OF LAND MANAGEMENT

For the purpose of:

(3) protecting riparian, water quality and floodplain values.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

WYW142265

NOTICE TO LESSEE

Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201 (a)(2)(A), requires that any entity that holds and has held a Federal coal lease for 10 years beginning on or after August 4, 1976, and who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.

In accordance with the terms of this oil and gas lease, with respect to compliance by the initial lessee with qualifications concerning Federal coal lease holdings, all assignees and transferees are hereby notified that this oil and gas lease is subject to cancellation if: (1) the initial lessee as assignor or as transferor has falsely certified compliance with Section 2(a)(2)(A), or (2) because of a denial or disapproval by a State Office of a pending coal action, i.e., arms-length assignment, relinquishment, or logical mining unit, the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A). The assignee, sublessee or transferee does not qualify as a bona fide purchaser and, thus, has no rights to bona fide purchaser protection in the event of cancellation of this lease due to noncompliance with Section 2(a)(2)(A).

Information regarding assignor, sublessor or transferor compliance with Section 2(a)(2)(A) is contained in the lease case file as well as in other Bureau of Land Management records available through the State Office issuing this lease.

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

JAN 13 2005

BUREAU OF LAND MANAGEMENT

309226

RECORDED Feb. 2 2005 4:10 PM
IN BOOK 129 O+G PAGE 459
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Lee L. Freeman

Upon Recording Return to:
Dolar Energy, L.L.C.
935 E. South Union Ave. Ste. D-202
Midvale, UT 84047-2393

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That **DOLAR ENERGY, L.L.C.** whose address is 935 East South Union Avenue, Suite D-202, Midvale, Utah 84047-2393 hereinafter called Assignor, for and in consideration of the sum of One Dollar ($1.00) the receipt of which is hereby acknowledged, does hereby assign, transfer, sell and convey unto **Questar Exploration and Production Company, Inc.,** whose address is 1050 17th Street, Suite 500, Denver, CO 80265, hereinafter called Assignee, all right title and interest in and to the Oil and Gas Lease located in Sublette County, Wyoming; being more particularly described as follows:

LESSOR: Purdue Alumni Association Inc., as Trustee
LESSEE: Dolar Energy, L.L.C.
DATE: October 26, 2004
RECORDING: Book 129 O&G, Page 84
DESCRIPTION:

Township 31 North, Range 109 West, 6th PM
Section 15: Lots 3, 4, 5, 6, 9, SW¼SW¼
Section 20: SE¼SE¼
Section 21: Lots 1, 4, 5, 7, 8, 10, E½NE¼
Section 29: Lot 1

Township 31 North, Range 108 West, 6th PM
Section 23: SE¼SE¼
Section 24: SW¼SW¼
Section 25: N½NW¼

Together with all accretion and riparian rights thereto and all right, title and interest to the bed of the New Fork River

Containing 690.02 acres, more or less.

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

The Assignor herein reserves unto itself, its heirs, successors or assigns, and excepts from this assignment an overriding royalty interest of an undivided three and one-third percent of eight-eighths (3.33% of 8/8ths proportionatly reduced) of all oil, gas or other hydrocarbons produced, saved and sold from the above described lands under the terms of said Oil and Gas Lease, if, as and when produced, saved and sold, but not otherwise. Such overriding royalty interest shall be free of all development, production, marketing and operating expenses and charges of any other nature; however, said interest shall bear and pay currently its share of gross production and/or pipe line taxes. It is agreed that the reservation and exception herein made imposes upon Assignee herein, its heirs, successors and assigns, no duty or obligation to develop or operate the leased premises for oil, gas or other hydrocarbons not imposed by the provisions of said Lease. If the interest herein assigned is less than the full and undivided leasehold estate in and to the lands herein above described then the overriding royalty interest herein reserved and excepted shall be reduced proportionately to correspond with the leasehold interest actually assigned hereby.

Dolar Energy, L.L.C.

By_____
Mark S. Dolar

Title: Managing Member

CORPORATE NOTARY

STATE OF UTAH)
)ss
COUNTY OF SALT LAKE)

Before me, the undersigned, on this day personally appeared Mark S. Dolar to me known to be the person whose name is subscribed to the foregoing instrument as the Managing Member of Dolar Energy, L.L.C. and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office the day and year last above written.

01-05-08
My commission expires

Kathleen M. VanWart
Notary Public

Notary Public
KATHLEEN M VAN WART
8174 South 2660 East
Sandy, UT 84093
My Commission Expires
January 5, 2008
State of Utah

201-137

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

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

Return To
State Land & Farm Loan Office
122 West 25th Street, 3 West
Herschler Building
Cheyenne, WY 1 82002-0600

Wyoming Oil & Gas Lease Serial Number 04-00181 Assignment Approval Date -

12-10-04P12:42 FILE

ASSIGNOR, with name and address at, James E. Sullivan
P.O. Box 1441
Denver, CO 80201-1441

being the owner of 100.00 percent Leasehold and Operating Rights
(Type Interest: Leasehold & Operating Rights)
interest in this lease, described in particular if less than the total leasehold as:

309248

Township 27 North, Range 110 West, 6th P.M.
Section 36: All
Containing 640.00 acres
Sublette County, Wyoming

RECORDED Feb. 4 2005 8:24 M
IN BOOK 129 Rec'd PAGE 461
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

For good and valuable consideration, hereby assigns

1) ASSIGNEE, with name and address at: EnCana Oil & Gas (USA), Inc.
950 17th Street, Suite 2600
Denver, CO 80202

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

2) ASSIGNEE, with name and address at:

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

3) ASSIGNEE, with name and address at:

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

4) ASSIGNEE, with name and address at:

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

5) ASSIGNEE, with name and address at:

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

And reserving unto ASSIGNOR, **No interest, but subject to Exhibit "A" attached hereto.**

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

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

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

462

201-137 State No.04-00181

SIGNED AS TO TRANSFER AND ACCEPTANCE this 20th day of September, 2004.

INDEXED 2004 OCT 4 AM 11:24

ASSIGNOR – James E. Sullivan	ASSIGNEE (1) – EnCana Oil & Gas (USA) Inc.
By –	By – Don E. Sch
Title – James E. Sullivan, a single man	Title – Attorney in Fact
Attest –	Attest –

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, on this 30th day of June, 2004, personally appeared James E. Sullivan to me known to be the identical person described in and who executed the within and forgoing instrument.

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

My commission expires_____

Notary Public
Address:

KIM MANGHAM NOTARY PUBLIC STATE OF COLORADO My Commission Expires 4/9/07

Assignment Requirements

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

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

201-137

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL & GAS LEASE INTEREST ASSIGNMENT FOR LEASE 04-00181 DATED JUNE 30, 2004, FROM JAMES E. SULLIVAN, ASSIGNOR, TO ENCANA OIL & GAS (USA) INC., ASSIGNEE.

This assignment is made without any covenants or any warranties, either expressed or implied. By acceptance of this assignment for the Oil and Gas Lease(s) described herein Assignee agrees to assume any and all liabilities and responsibilities contained in said leases or created by the existence of said leases, and further, hold harmless Assignor of and from any and all claims, demands, causes of actions, suits, damages and liabilities in any manner arising out of, or in connection with, Assignee's operation pursuant to the terms and provisions of said leases.

The provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of Assignees.

Signed for identification:

ASSIGNOR:

By: _____
James E. Sullivan

ASSIGNEE: ENCANA OIL & GAS (USA) INC.

By: Don E. Schr
Name: Don E. Schroeder
Title: Attorney in Fact

201-110

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

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

Return To
State Land & Farm Loan Office
122 West 25th Street, 3 West
Herschler Building
Cheyenne, WY 1 82002-0600

Wyoming Oil & Gas Lease Serial Number 03-00323 Assignment Approval Date -

12-10-04P12:56 FILE

ASSIGNOR, with name and address at, James E. Sullivan
P.O. Box 1441
Denver, CO 80201-1441

being the owner of 100.00 percent Leasehold and Operating Rights
(Type Interest: Leasehold & Operating Rights)
interest in this lease, described in particular if less than the total leasehold as:

309249

Township 28 North, Range 104 West, 6th P.M.
Section 16: All
Containing 640.00 acres
Sublette County, Wyoming

RECORDED Jan. 4 2005 8:20 AM
IN BOOK 129 Misc 4 PAGE 464
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

For good and valuable consideration, hereby assigns

1) ASSIGNEE, with name and address at: EnCana Oil & Gas (USA), Inc
950 17th Street, Suite 2600
Denver, CO 80202

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

2) ASSIGNEE, with name and address at:

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

3) ASSIGNEE, with name and address at:

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

4) ASSIGNEE, with name and address at:

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

5) ASSIGNEE, with name and address at:

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

And reserving unto ASSIGNOR, **No interest, but subject to Exhibit "A" attached hereto.**

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

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

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

201-110

State No.03-00323

SIGNED AS TO TRANSFER AND ACCEPTANCE this 20th day of September, 2004.

ASSIGNOR – James E. Sullivan	ASSIGNEE (1) – EnCana Oil & Gas (USA) Inc.
By –	By – Don E. Sell
Title – James E. Sullivan, a single man	Title – Attorney in Fact
Attest –	Attest –

2004 OCT 4 AM 11 23

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, on this 30th day of June, 2004, personally appeared James E. Sullivan to me known to be the identical person described in and who executed the within and forgoing instrument.

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

My commission expires_____

Notary Public
Address:

KIM MANGHAM NOTARY PUBLIC STATE OF COLORADO My Commission Expires 4/9/07

Assignment Requirements

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

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

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

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

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

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

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

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

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

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

201-110

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL & GAS LEASE INTEREST ASSIGNMENT FOR LEASE 03-00323 DATED JUNE 30, 2004, FROM JAMES E. SULLIVAN, ASSIGNOR, TO ENCANA OIL & GAS (USA) INC., ASSIGNEE.

This assignment is made without any covenants or any warranties, either expressed or implied. By acceptance of this assignment for the Oil and Gas Lease(s) described herein Assignee agrees to assume any and all liabilities and responsibilities contained in said leases or created by the existence of said leases, and further, hold harmless Assignor of and from any and all claims, demands, causes of actions, suits, damages and liabilities in any manner arising out of, or in connection with, Assignee's operation pursuant to the terms and provisions of said leases.

The provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of Assignees.

Signed for identification:

ASSIGNOR:

By: _____
James E. Sullivan

ASSIGNEE: ENCANA OIL & GAS (USA) INC.

By: Don E. Schr
Name: Don E Schroeder
Title: Attorney in Fact

201-111

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

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

Return To
State Land & Farm Loan Office
122 West 25th Street, 3 West
Herschler Building
Cheyenne, WY 1 82002-0600

12-10-04P12:57 FILE

Wyoming Oil & Gas Lease Serial Number 03-00324 Assignment Approval Date -

ASSIGNOR, with name and address at, James E. Sullivan
P.O. Box 1441
Denver, CO 80201-1441

being the owner of 100.00 percent Leasehold and Operating Rights
(Type Interest: Leasehold & Operating Rights)
interest in this lease, described in particular if less than the total leasehold as:

309250

Township 28 North, Range 104 West, 6th P.M.
Section 20: SWNE
Containing 40.00 acres
Sublette County, Wyoming

RECORDED Jun. 4 2005 8:20 A M
IN BOOK 129 O.R. PAGE 467
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

For good and valuable consideration, hereby assigns

1) ASSIGNEE, with name and address at: EnCana Oil & Gas (USA), Inc
950 17th Street, Suite 2600
Denver, CO 80202

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

2) ASSIGNEE, with name and address at:

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

3) ASSIGNEE, with name and address at:

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

4) ASSIGNEE, with name and address at:

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

5) ASSIGNEE, with name and address at:

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

And reserving unto ASSIGNOR, **No interest, but subject to Exhibit "A" attached hereto.**

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

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

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

201-111 State No.03-00324

SIGNED AS TO TRANSFER AND ACCEPTANCE this 24th day of September, 2004.

ASSIGNOR – James E. Sullivan	ASSIGNEE (1) – EnCana Oil & Gas (USA) Inc.
By –	By – Don E. Sch
Title – James E. Sullivan, a single man	Title – Attorney in Fact
Attest –	Attest –

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, on this 30th day of June, 2004, personally appeared James E. Sullivan to me known to be the identical person described in and who executed the within and forgoing instrument.

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

My commission expires_____

Notary Public
Address:

KIM MANGHAM NOTARY PUBLIC STATE OF COLORADO My Commission Expires 4/9/07

Assignment Requirements

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

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

201-111

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL & GAS LEASE INTEREST ASSIGNMENT FOR LEASE 03-00324 DATED JUNE 30, 2004, FROM JAMES E. SULLIVAN, ASSIGNOR, TO ENCANA OIL & GAS (USA) INC., ASSIGNEE.

This assignment is made without any covenants or any warranties, either expressed or implied. By acceptance of this assignment for the Oil and Gas Lease(s) described herein Assignee agrees to assume any and all liabilities and responsibilities contained in said leases or created by the existence of said leases, and further, hold harmless Assignor of and from any and all claims, demands, causes of actions, suits, damages and liabilities in any manner arising out of, or in connection with, Assignee's operation pursuant to the terms and provisions of said leases.

The provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of Assignees.

Signed for identification:

ASSIGNOR:

By: _____
James E. Sullivan

ASSIGNEE: ENCANA OIL & GAS (USA) INC.

By: Don E. Schr
Name: Don E Schroeder
Title: Attorney in Fact

470

201-113

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

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

Return To
State Land & Farm Loan Office
122 West 25th Street, 3 West
Herschler Building
Cheyenne, WY 1 82002-0600

12-10-04P12:54 FILE

Wyoming Oil & Gas Lease Serial Number 03-00335 Assignment Approval Date -

ASSIGNOR, with name and address at, James E. Sullivan
P.O. Box 1441
Denver, CO 80201-1441

being the owner of 100.00 percent Leasehold and Operating Rights
(Type Interest: Leasehold & Operating Rights)

309251

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

Township 28 North, Range 108 West, 6th P.M.
Section 36: NENW
Containing 40.00 acres
Sublette County, Wyoming

RECORDED 12. 4 2005 8:20A M
IN BOOK 129 of M PAGE 470
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By L. Freeman

For good and valuable consideration, hereby assigns

1) ASSIGNEE, with name and address at: EnCana Oil & Gas (USA), Inc
950 17th Street, Suite 2600
Denver, CO 80202

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

2) ASSIGNEE, with name and address at:

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

3) ASSIGNEE, with name and address at:

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

4) ASSIGNEE, with name and address at:

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

5) ASSIGNEE, with name and address at:

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

And reserving unto ASSIGNOR, **No interest, but subject to Exhibit "A" attached hereto.**

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

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

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

[redacted] [redacted] [redacted]

201-113

State No.03-00335

SIGNED AS TO TRANSFER AND ACCEPTANCE this 20th day of September, 2004.

ASSIGNOR – James E. Sullivan	ASSIGNEE (1) – EnCana Oil & Gas (USA) Inc.
By –	By – Don E. Schl
Title – James E. Sullivan, a single man	Title – Attorney in Fact
Attest –	Attest –

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, on this 30th day of June, 2004, personally appeared James E. Sullivan to me known to be the identical person described in and who executed the within and forgoing instrument.

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

My commission expires_____

Notary Public
Address:

KIM MANGHAM NOTARY PUBLIC STATE OF COLORADO My Commission Expires 4/9/07

Assignment Requirements

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

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

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

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

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

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

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

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

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

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

472

201-113

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL & GAS LEASE INTEREST ASSIGNMENT FOR LEASE 03-00335 DATED JUNE 30, 2004, FROM JAMES E. SULLIVAN, ASSIGNOR, TO ENCANA OIL & GAS (USA) INC., ASSIGNEE.

This assignment is made without any covenants or any warranties, either expressed or implied. By acceptance of this assignment for the Oil and Gas Lease(s) described herein Assignee agrees to assume any and all liabilities and responsibilities contained in said leases or created by the existence of said leases, and further, hold harmless Assignor of and from any and all claims, demands, causes of actions, suits, damages and liabilities in any manner arising out of, or in connection with, Assignee's operation pursuant to the terms and provisions of said leases.

The provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of Assignees.

Signed for identification:

ASSIGNOR:

By: _____
James E. Sullivan

ASSIGNEE: ENCANA OIL & GAS (USA) INC.

By: Don E. Schneider
Name: Don E. Schneider
Title: Attorney in Fact

[redacted] [redacted] [redacted]

201-103

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

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

Return To
State Land & Farm Loan Office
122 West 25th Street, 3 West
Herschler Building
Cheyenne, WY 1 82002-0600

Wyoming Oil & Gas Lease Serial Number 03-00212 Assignment Approval Date -

12-10-04P01:04 FILE

ASSIGNOR, with name and address at, James E. Sullivan
P.O. Box 1441
Denver, CO 80201-1441

being the owner of 100.00 percent Leasehold and Operating Rights
(Type Interest: Leasehold & Operating Rights)
interest in this lease, described in particular if less than the total leasehold as:

309252

Township 28 North, Range 108 West, 6th P.M.
Section 36: NE, NWNW, S2NW, S2
Containing 600.00 acres
Sublette County, Wyoming

RECORDED Feb. 4 2005 8:24 A.M.
IN BOOK 129 Misc. PAGE 473
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By L. Freeman

For good and valuable consideration, hereby assigns

1) ASSIGNEE, with name and address at: EnCana Oil & Gas (USA), Inc.
950 17th Street, Suite 2600
Denver, CO 80202

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

2) ASSIGNEE, with name and address at:

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

3) ASSIGNEE, with name and address at:

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

4) ASSIGNEE, with name and address at:

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

5) ASSIGNEE, with name and address at:

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

And reserving unto ASSIGNOR, **No interest, but subject to Exhibit "A" attached hereto.**

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

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

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

201-103

State No.03-00212

SIGNED AS TO TRANSFER AND ACCEPTANCE this 1st day of July, 2004.

ASSIGNOR – James E. Sullivan	ASSIGNEE (1) – EnCana Oil and Gas (USA) Inc.
By –	By –
Title – James E. Sullivan, a single man	Title – Attorney in Fact
Attest –	Attest –

2004 OCT 4 AM 11 22

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, on this 21st day of June, 2004, personally appeared James E. Sullivan to me known to be the identical person described in and who executed the within and forgoing instrument.

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

My commission expires_____

Notary Public
Address:

KIM MANGHAM NOTARY PUBLIC STATE OF COLORADO My Commission Expires 4/9/07

Assignment Requirements

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

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

201-103

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL & GAS LEASE INTEREST ASSIGNMENT FOR LEASE 03-00212 DATED JUNE 18, 2004, FROM JAMES E. SULLIVAN, ASSIGNOR, TO ENCANA OIL AND GAS (USA) INC., ASSIGNEE.

This assignment is made without any covenants or any warranties, either expressed or implied. By acceptance of this assignment for the Oil and Gas Lease(s) described herein Assignee agrees to assume any and all liabilities and responsibilities contained in said leases or created by the existence of said leases, and further, hold harmless Assignor of and from any and all claims, demands, causes of actions, suits, damages and liabilities in any manner arising out of, or in connection with, Assignee's operation pursuant to the terms and provisions of said leases.

The provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of Assignees.

Signed for identification:

ASSIGNOR:

By: _____
James E. Sullivan

ASSIGNEE: ENCANA OIL AND GAS (USA) INC.

By: _____
Name: Jonathan Grunnis
Title: Attorney in Fact

476

201-138

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

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

Return To
State Land & Farm Loan Office
122 West 25th Street, 3 West
Herschler Building
Cheyenne, WY 1 82002-0600

Wyoming Oil & Gas Lease Serial Number 04-00182 Assignment Approval Date -

12-10-04P12:39 FILE

ASSIGNOR, with name and address at, James E. Sullivan
P.O. Box 1441
Denver, CO 80201-1441

being the owner of 100.00 percent Leasehold and Operating Rights
(Type Interest: Leasehold & Operating Rights)
interest in this lease, described in particular if less than the total leasehold as:

309253

Township 28 North, Range 110 West, 6th P.M.
Section 16: All
Containing 640.00 acres
Sublette County, Wyoming

RECORDED Dec. 4 2004 8:20 AM
IN BOOK 129 Ox 4 PAGE 476
FEES $ 14 - COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

For good and valuable consideration, hereby assigns

1) ASSIGNEE, with name and address at: EnCana Oil & Gas (USA), Inc.
950 17th Street, Suite 2600
Denver, CO 80202

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

2) ASSIGNEE, with name and address at:

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

3) ASSIGNEE, with name and address at:

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

4) ASSIGNEE, with name and address at:

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

5) ASSIGNEE, with name and address at:

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

And reserving unto ASSIGNOR, **No interest, but subject to Exhibit "A" attached hereto.**

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

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

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

201-138

State No.04-00182

SIGNED AS TO TRANSFER AND ACCEPTANCE this 20th day of September, 2004.

ASSIGNOR – James E. Sullivan	ASSIGNEE (1) – EnCana Oil & Gas (USA) Inc.
By –	By – Don E. Sehr
Title – James E. Sullivan, a single man	Title – Attorney in Fact
Attest –	Attest –

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, on this 30th day of June, 2004, personally appeared James E. Sullivan to me known to be the identical person described in and who executed the within and forgoing instrument.

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

My commission expires_____

Notary Public
Address:

KIM MANGHAM NOTARY PUBLIC STATE OF COLORADO My Commission Expires 4/8/07

Assignment Requirements

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

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

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

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

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

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

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

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

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

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

478

201-138

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL & GAS LEASE INTEREST ASSIGNMENT FOR LEASE 04-00182 DATED JUNE 30, 2004, FROM JAMES E. SULLIVAN, ASSIGNOR, TO ENCANA OIL & GAS (USA) INC., ASSIGNEE.

This assignment is made without any covenants or any warranties, either expressed or implied. By acceptance of this assignment for the Oil and Gas Lease(s) described herein Assignee agrees to assume any and all liabilities and responsibilities contained in said leases or created by the existence of said leases, and further, hold harmless Assignor of and from any and all claims, demands, causes of actions, suits, damages and liabilities in any manner arising out of, or in connection with, Assignee's operation pursuant to the terms and provisions of said leases.

The provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of Assignees.

Signed for identification:

ASSIGNOR:

By: _____
James E. Sullivan

ASSIGNEE: ENCANA OIL & GAS (USA) INC.

By: Don E. Schroeder
Name: Don E. Schroeder
Title: Attorney in Fact

201-139

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

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

Return To
State Land & Farm Loan Office
122 West 25th Street, 3 West
Herschler Building
Cheyenne, WY 1 82002-0600

Wyoming Oil & Gas Lease Serial Number 04-00186 Assignment Approval Date -

12-10-04P12:38 FILE

ASSIGNOR, with name and address at, James E. Sullivan
P.O. Box 1441
Denver, CO 80201-1441

being the owner of 100.00 percent Leasehold and Operating Rights
(Type Interest: Leasehold & Operating Rights)
interest in this lease, described in particular if less than the total leasehold as:

309254

Township 28 North, Range 111 West, 6th P.M.
Section 36: All
Containing 640.00 acres
Sublette County, Wyoming

RECORDED Dec. 14 2004 8:30 AM
IN BOOK 129 Ex 4 PAGE 479
FEES $ 14.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Kay L. Freeman

For good and valuable consideration, hereby assigns

1) ASSIGNEE, with name and address at: EnCana Oil & Gas (USA), Inc
950 17th Street, Suite 2600
Denver, CO 80202

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

2) ASSIGNEE, with name and address at:

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

3) ASSIGNEE, with name and address at:

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

4) ASSIGNEE, with name and address at:

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

5) ASSIGNEE, with name and address at:

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

And reserving unto ASSIGNOR, **No interest, but subject to Exhibit "A" attached hereto.**

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

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

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

201-139

State No.04-00186

SIGNED AS TO TRANSFER AND ACCEPTANCE this 20th day of September, 2004.

ASSIGNOR – James E. Sullivan	ASSIGNEE (1) – EnCana Oil & Gas (USA) Inc.
By –	By – Don E. Schl
Title – James E. Sullivan, a single man	Title – Attorney in Fact
Attest –	Attest –

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, on this 30th day of June, 2004, personally appeared James E. Sullivan to me known to be the identical person described in and who executed the within and forgoing instrument.

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

My commission expires_____

Notary Public
Address:

KIM MANGHAM NOTARY PUBLIC STATE OF COLORADO My Commission Expires 4/8/07

Assignment Requirements

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

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

201-139

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL & GAS LEASE INTEREST ASSIGNMENT FOR LEASE 04-00186 DATED JUNE 30, 2004, FROM JAMES E. SULLIVAN, ASSIGNOR, TO ENCANA OIL & GAS (USA) INC., ASSIGNEE.

This assignment is made without any covenants or any warranties, either expressed or implied. By acceptance of this assignment for the Oil and Gas Lease(s) described herein Assignee agrees to assume any and all liabilities and responsibilities contained in said leases or created by the existence of said leases, and further, hold harmless Assignor of and from any and all claims, demands, causes of actions, suits, damages and liabilities in any manner arising out of, or in connection with, Assignee's operation pursuant to the terms and provisions of said leases.

The provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of Assignees.

Signed for identification:

ASSIGNOR:

By: _____
James E. Sullivan

ASSIGNEE: ENCANA OIL & GAS (USA) INC.

By: Don E. Schr
Name: Don E. Schroeder
Title: Attorney in Fact

201-102

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

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

Return To
State Land & Farm Loan Office
122 West 25th Street, 3 West
Herschler Building
Cheyenne, WY 1 82002-0600

Wyoming Oil & Gas Lease Serial Number 03-00211 Assignment Approval Date -

12-10-04P01:08 FILE

ASSIGNOR, with name and address at, James E. Sullivan
P.O. Box 1441
Denver, CO 80201-1441

being the owner of 100.00 percent Leasehold and Operating Rights
(Type Interest: Leasehold & Operating Rights)
interest in this lease, described in particular if less than the total leasehold as:

309255

Township 29 North, Range 105 West, 6th P.M.
Section 36: All
Containing 640.00 acres
Sublette County, Wyoming

RECORDED Dec. 4 2004 8:20A M
IN BOOK 129 Rec'd PAGE 482
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By L. Freeman

For good and valuable consideration, hereby assigns

1) ASSIGNEE, with name and address at: EnCana Oil & Gas (USA), Inc
950 17th Street, Suite 2600
Denver, CO 80202

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

2) ASSIGNEE, with name and address at:

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

3) ASSIGNEE, with name and address at:

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

4) ASSIGNEE, with name and address at:

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

5) ASSIGNEE, with name and address at:

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

And reserving unto ASSIGNOR, **No interest, but subject to Exhibit "A" attached hereto.**

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

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

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

201-102 State No.03-00211

SIGNED AS TO TRANSFER AND ACCEPTANCE this 1st day of July, 2004.

ASSIGNOR – James E. Sullivan	ASSIGNEE (1) – EnCana Oil & Gas (USA) Inc.
By –	By –
Title – James E. Sullivan, a single man	Title – Attorney in Fact
Attest –	Attest –

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, on this 21st day of June, 2004, personally appeared James E. Sullivan to me known to be the identical person described in and who executed the within and forgoing instrument.

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

My commission expires_____

Notary Public
Address:

KIM MANGHAM NOTARY PUBLIC STATE OF COLORADO My Commission Expires 4/9/07

Assignment Requirements

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

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

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

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

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

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

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

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

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

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

201-102

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL & GAS LEASE INTEREST ASSIGNMENT FOR LEASE 03-00211 DATED JUNE 18, 2004, FROM JAMES E. SULLIVAN, ASSIGNOR, TO ENCANA OIL AND GAS (USA) INC., ASSIGNEE.

This assignment is made without any covenants or any warranties, either expressed or implied. By acceptance of this assignment for the Oil and Gas Lease(s) described herein Assignee agrees to assume any and all liabilities and responsibilities contained in said leases or created by the existence of said leases, and further, hold harmless Assignor of and from any and all claims, demands, causes of actions, suits, damages and liabilities in any manner arising out of, or in connection with, Assignee's operation pursuant to the terms and provisions of said leases.

The provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of Assignees.

Signed for identification:

ASSIGNOR:

By: _____
James E. Sullivan

ASSIGNEE: ENCANA OIL AND GAS (USA) INC.

By: _____
Name: Jonathan L. Grannis
Title: Attorney in Fact

[redacted] [redacted] [redacted]

201-044

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

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

Return To
State Land & Farm Loan Office
122 West 25th Street, 3 West
Herschler Building
Cheyenne, WY 1 82002-0600

Wyoming Oil & Gas Lease Serial Number 01-00190 Assignment Approval Date -

12-10-04P01:21 FILE

ASSIGNOR, with name and address at, James E. Sullivan
P.O. Box 1441
Denver, CO 80201-1441

being the owner of 100.00 percent Leasehold and Operating Rights
(Type Interest: Leasehold & Operating Rights)
interest in this lease, described in particular if less than the total leasehold as:

309256

Township 29 North, Range 111 West, 6th P.M.
Section 36: All
Containing 640.00 acres
Sublette County, Wyoming

RECORDED 12-4 2004 8:20 AM
IN BOOK 129 Misc PAGE 485
FEES $14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

For good and valuable consideration, hereby assigns

1) ASSIGNEE, with name and address at: EnCana Oil & Gas (USA), Inc.
950 17th Street, Suite 2600
Denver, CO 80202

100.00 percent interest in the total leasehold, or as described in particular above.

2) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

And reserving unto ASSIGNOR, **No interest, but subject to Exhibit "A" attached hereto.**

This assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.

ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.

This form may be duplicated. If space is needed for additional, assignors or assignees submit copies of this form only.

201-044

State No.01-00190

SIGNED AS TO TRANSFER AND ACCEPTANCE this 1st day of July, 2004.

ASSIGNOR – James E. Sullivan	ASSIGNEE (1) – EnCana Oil ~~and~~ & Gas (USA) Inc.
By –	By –
Title – James E. Sullivan, a single man	Title – Attorney in Fact
Attest –	Attest –

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, on this 21st day of June, 2004, personally appeared James E. Sullivan to me known to be the identical person described in and who executed the within and forgoing instrument.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires_____

Notary Public
Address:

KIM MANGHAM NOTARY PUBLIC STATE OF COLORADO My Commission Expires 4/9/07

Assignment Requirements

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as per State Oil & Gas Lease Terms, and approval is solely for administrative purposes and should not be interpreted as a warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved.

1) This form must be completed and submitted for any assignment of State Oil & Gas Lease leasehold interest, undivided or divided as to separate tracts, formations, zones or deposits, and for overriding royalty interest.

2) Assignments of less than a 100% leasehold interest, do not relieve the assignor of the **obligations as a lessee** under the terms of the lease regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under the lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or recision of the obligations of any surety bonding parties under the requirements of the State oil and gas lease, Board Rules or this assignment. (All lessees are ultimately responsible for the performance under the lease, and default subjects the entire lease to forfeiture not just the interest related to any performance obligation considered to be in default.)

3) A signed original and one copy of each assignment must be filed with the Wyoming State Land and Farm Loan Office.

4) Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. Adequate bond must be furnished covering any and all productive zones prior to approval of any assignment of interest in an operating State oil and gas lease, whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones under operating leases, begin without a bond first being in place.

5) If there is more than one party in interest to this assignment, then all such parties in interest must sign the document before assignment approval will be given.

6) The appropriate legal description of the conveyed lands interests must be given.

7) Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Lease do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effective date of the original lease. (See Board Rules, Chapter 6, Section A.)

8) Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of State's Office, and general partnership papers are required to be filed with the State Land and Farm Loan Office prior to, and as a condition of Board approval of any assignment.

9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

[redacted] [redacted] [redacted]

201-044

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL & GAS LEASE INTEREST ASSIGNMENT FOR LEASE 01-00190 DATED JUNE 18, 2004, FROM JAMES E. SULLIVAN, ASSIGNOR, TO ENCANA OIL AND GAS (USA) INC., ASSIGNEE.

This assignment is made without any covenants or any warranties, either expressed or implied. By acceptance of this assignment for the Oil and Gas Lease(s) described herein Assignee agrees to assume any and all liabilities and responsibilities contained in said leases or created by the existence of said leases, and further, hold harmless Assignor of and from any and all claims, demands, causes of actions, suits, damages and liabilities in any manner arising out of, or in connection with, Assignee's operation pursuant to the terms and provisions of said leases.

The provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of Assignees.

Signed for identification:

ASSIGNOR:

By: _____
James E. Sullivan

ASSIGNEE: ENCANA OIL AND GAS (USA) INC.

By: _____
Name: Jonathan L. Grannis
Title: Attorney in Fact

201-051

Effective 11 -86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 - Non Refundable

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL & GAS LEASE INTEREST ASSIGNMENT

Return To
State Land & Farm Loan Office
122 West 25th Street, 3 West
Herschler Building
Cheyenne, WY 1 82002-0600

Wyoming Oil & Gas Lease Serial Number 01-00386 Assignment Approval Date -

12-10-04P01:19 FILED

ASSIGNOR, with name and address at, James E. Sullivan
P.O. Box 1441
Denver, CO 80201-1441

being the owner of 100.00 percent Leasehold and Operating Rights
(Type Interest: Leasehold & Operating Rights)
interest in this lease, described in particular if less than the total leasehold as:

309257

Township 30 North, Range 105 West, 6th P.M.
Section 17: SW/4SW/4
Containing 40.00 acres
Sublette County, Wyoming

RECORDED Dec. 4 2004 8:20 A M
IN BOOK 129 of M PAGE 488
FEES $ 14.00 Mary L. Lobato CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by L. Freeman

For good and valuable consideration, hereby assigns

1) ASSIGNEE, with name and address at: EnCana Oil & Gas (USA), Inc
950 17th Street, Suite 2600
Denver, CO 80202

100.00 percent interest in the total leasehold, or as described in particular above.

2) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

And reserving unto ASSIGNOR, **No interest, but subject to Exhibit "A" attached hereto.**

This assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.

ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.

This form may be duplicated. If space is needed for additional, assignors or assignees submit copies of this form only.

201-051

State No.01-00386

SIGNED AS TO TRANSFER AND ACCEPTANCE this 1st day of July, 2004.

ASSIGNOR – James E. Sullivan	ASSIGNEE (1) – EnCana Oil and Gas (USA) Inc.
By –	By –
Title – James E. Sullivan, a single man	Title – Attorney in Fact
Attest –	Attest –

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, on this 21st day of June, 2004, personally appeared James E. Sullivan to me known to be the identical person described in and who executed the within and forgoing instrument.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires_____

Notary Public
Address:

KIM MANGHAM NOTARY PUBLIC STATE OF COLORADO My Commission Expires 4/2007

Assignment Requirements

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as per State Oil & Gas Lease Terms, and approval is solely for administrative purposes and should not be interpreted as a warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved.

1) This form must be completed and submitted for any assignment of State Oil & Gas Lease leasehold interest, undivided or divided as to separate tracts, formations, zones or deposits, and for overriding royalty interest.

2) Assignments of less than a 100% leasehold interest, do not relieve the assignor of the **obligations as a lessee** under the terms of the lease regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under the lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or recision of the obligations of any surety bonding parties under the requirements of the State oil and gas lease, Board Rules or this assignment. (All lessees are ultimately responsible for the performance under the lease, and default subjects the entire lease to forfeiture not just the interest related to any performance obligation considered to be in default.)

3) A signed original and one copy of each assignment must be filed with the Wyoming State Land and Farm Loan Office.

4) Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. Adequate bond must be furnished covering any and all productive zones prior to approval of any assignment of interest in an operating State oil and gas lease, whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones under operating leases, begin without a bond first being in place.

5) If there is more than one party in interest to this assignment, then all such parties in interest must sign the document before assignment approval will be given.

6) The appropriate legal description of the conveyed lands interests must be given.

7) Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Lease do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effective date of the original lease. (See Board Rules, Chapter 6, Section A.)

8) Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of State's Office, and general partnership papers are required to be filed with the State Land and Farm Loan Office prior to, and as a condition of Board approval of any assignment.

9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

201-051

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL & GAS LEASE INTEREST ASSIGNMENT FOR LEASE 01-00386 DATED JUNE 18, 2004, FROM JAMES E. SULLIVAN, ASSIGNOR, TO ENCANA OIL AND GAS (USA) INC., ASSIGNEE.

This assignment is made without any covenants or any warranties, either expressed or implied. By acceptance of this assignment for the Oil and Gas Lease(s) described herein Assignee agrees to assume any and all liabilities and responsibilities contained in said leases or created by the existence of said leases, and further, hold harmless Assignor of and from any and all claims, demands, causes of actions, suits, damages and liabilities in any manner arising out of, or in connection with, Assignee's operation pursuant to the terms and provisions of said leases.

The provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of Assignees.

Signed for identification:

ASSIGNOR:

By: _____
James E. Sullivan

ASSIGNEE: ENCANA OIL AND GAS (USA) INC.

By: _____
Name: Jonathan L. Grannis
Title: Attorney in Fact

201-052

Effective 11 -86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 - Non Refundable

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL & GAS LEASE INTEREST ASSIGNMENT

Return To
State Land & Farm Loan Office
122 West 25th Street, 3 West
Herschler Building
Cheyenne, WY 1 82002-0600

Wyoming Oil & Gas Lease Serial Number 01-00387 Assignment Approval Date -

12-10-04P01:19 FILE

ASSIGNOR, with name and address at, James E. Sullivan
P.O. Box 1441
Denver, CO 80201-1441

being the owner of 100.00 percent Leasehold and Operating Rights
(Type Interest: Leasehold & Operating Rights)
interest in this lease, described in particular if less than the total leasehold as:

309258

Township 30 North, Range 105 West, 6th P.M.
Section 19: Lots 2-4, NE/4, SE/4NW/4, NE/4SW/4
Containing 347.71 acres
Sublette County, Wyoming

RECORDED Dec. 4 2004 8:30 AM
IN BOOK 129 or 4 PAGE 491
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by L. Freeman

For good and valuable consideration, hereby assigns

1) ASSIGNEE, with name and address at: EnCana Oil & Gas (USA), Inc
950 17th Street, Suite 2600
Denver, CO 80202

100.00 percent interest in the total leasehold, or as described in particular above.

2) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

And reserving unto ASSIGNOR, **No interest, but subject to Exhibit "A" attached hereto.**

This assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.

ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.

This form may be duplicated. If space is needed for additional, assignors or assignees submit copies of this form only.

492

201-052

State No.01-00387

SIGNED AS TO TRANSFER AND ACCEPTANCE this 21st day of July, 2004.

ASSIGNOR – James E. Sullivan	ASSIGNEE (1) – EnCana Oil and Gas (USA) Inc.
By –	By –
Title – James E. Sullivan, a single man	Title Attorney in Fact
Attest –	Attest –

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, on this 21st day of June, 2004, personally appeared James E. Sullivan to me known to be the identical person described in and who executed the within and forgoing instrument.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires_____

Notary Public
Address:

KIM MANGHAM NOTARY PUBLIC STATE OF COLORADO My Commission Expires

Assignment Requirements

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as per State Oil & Gas Lease Terms, and approval is solely for administrative purposes and should not be interpreted as a warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved.

1) This form must be completed and submitted for any assignment of State Oil & Gas Lease leasehold interest, undivided or divided as to separate tracts, formations, zones or deposits, and for overriding royalty interest.

2) Assignments of less than a 100% leasehold interest, do not relieve the assignor of the **obligations as a lessee** under the terms of the lease regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under the lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or recision of the obligations of any surety bonding parties under the requirements of the State oil and gas lease, Board Rules or this assignment. (All lessees are ultimately responsible for the performance under the lease, and default subjects the entire lease to forfeiture not just the interest related to any performance obligation considered to be in default.)

3) A signed original and one copy of each assignment must be filed with the Wyoming State Land and Farm Loan Office.

4) Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. Adequate bond must be furnished covering any and all productive zones prior to approval of any assignment of interest in an operating State oil and gas lease, whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones under operating leases, begin without a bond first being in place.

5) If there is more than one party in interest to this assignment, then all such parties in interest must sign the document before assignment approval will be given.

6) The appropriate legal description of the conveyed lands interests must be given.

7) Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Lease do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effective date of the original lease. (See Board Rules, Chapter 6, Section A.)

8) Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of State's Office, and general partnership papers are required to be filed with the State Land and Farm Loan Office prior to, and as a condition of Board approval of any assignment.

9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

201-052

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL & GAS LEASE INTEREST ASSIGNMENT FOR LEASE 01-00387 DATED JUNE 18, 2004, FROM JAMES E. SULLIVAN, ASSIGNOR, TO ENCANA OIL AND GAS (USA) INC., ASSIGNEE.

This assignment is made without any covenants or any warranties, either expressed or implied. By acceptance of this assignment for the Oil and Gas Lease(s) described herein Assignee agrees to assume any and all liabilities and responsibilities contained in said leases or created by the existence of said leases, and further, hold harmless Assignor of and from any and all claims, demands, causes of actions, suits, damages and liabilities in any manner arising out of, or in connection with, Assignee's operation pursuant to the terms and provisions of said leases.

The provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of Assignees.

Signed for identification:

ASSIGNOR:

By: _____
James E. Sullivan

ASSIGNEE: ENCANA OIL AND GAS (USA) INC.

By: _____
Name: Jonathan L Grannis
Title: Attorney in Fact

494

201-053

Effective 11 -86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 - Non Refundable

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL & GAS LEASE INTEREST ASSIGNMENT

Return To
State Land & Farm Loan Office
122 West 25th Street, 3 West
Herschler Building
Cheyenne, WY 1 82002-0600

Wyoming Oil & Gas Lease Serial Number 01-00388 Assignment Approval Date - 12-10-04P01:20 FILE

ASSIGNOR, with name and address at, James E. Sullivan
P.O. Box 1441
Denver, CO 80201-1441

being the owner of 100.00 percent Leasehold and Operating Rights
(Type Interest: Leasehold & Operating Rights)
interest in this lease, described in particular if less than the total leasehold as: 309259

Township 30 North, Range 105 West, 6th P.M.
Section 20: NW/4NW/4, NW/4SW/4
Containing 80.00 acres
Sublette County, Wyoming

RECORDED Jan. 4 2005 8:20A M
IN BOOK 129 Deed PAGE 494
FEES $ 14.00 Mary L. Lybert COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by L. Freeman

For good and valuable consideration, hereby assigns

1) ASSIGNEE, with name and address at: EnCana Oil & Gas (USA), Inc.
950 17th Street, Suite 2600
Denver, CO 80202

100.00 percent interest in the total leasehold, or as described in particular above.

2) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

And reserving unto ASSIGNOR, **No interest, but subject to Exhibit "A" attached hereto.**

This assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.

ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.

This form may be duplicated. If space is needed for additional, assignors or assignees submit copies of this form only.

201-053

State No.01-00388

SIGNED AS TO TRANSFER AND ACCEPTANCE this 1st day of July, 2004.

ASSIGNOR – James E. Sullivan	ASSIGNEE (1) – EnCana Oil and Gas (USA) Inc.
By – James E. Sullivan, a single man	By –
Title	Title – Attorney in Fact
Attest –	Attest –

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, on this 21st day of June, 2004, personally appeared James E. Sullivan to me known to be the identical person described in and who executed the within and forgoing instrument.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires_____

Notary Public
Address:

KIM MANGHAM NOTARY PUBLIC STATE OF COLORADO My Commission Expires

Assignment Requirements

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as per State Oil & Gas Lease Terms, and approval is solely for administrative purposes and should not be interpreted as a warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved.

1) This form must be completed and submitted for any assignment of State Oil & Gas Lease leasehold interest, undivided or divided as to separate tracts, formations, zones or deposits, and for overriding royalty interest.

2) Assignments of less than a 100% leasehold interest, do not relieve the assignor of the **obligations as a lessee** under the terms of the lease regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under the lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or recision of the obligations of any surety bonding parties under the requirements of the State oil and gas lease, Board Rules or this assignment. (All lessees are ultimately responsible for the performance under the lease, and default subjects the entire lease to forfeiture not just the interest related to any performance obligation considered to be in default.)

3) A signed original and one copy of each assignment must be filed with the Wyoming State Land and Farm Loan Office.

4) Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. Adequate bond must be furnished covering any and all productive zones prior to approval of any assignment of interest in an operating State oil and gas lease, whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones under operating leases, begin without a bond first being in place.

5) If there is more than one party in interest to this assignment, then all such parties in interest must sign the document before assignment approval will be given.

6) The appropriate legal description of the conveyed lands interests must be given.

7) Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Lease do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effective date of the original lease. (See Board Rules, Chapter 6, Section A.)

8) Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of State's Office, and general partnership papers are required to be filed with the State Land and Farm Loan Office prior to, and as a condition of Board approval of any assignment.

9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

201-053

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL & GAS LEASE INTEREST ASSIGNMENT FOR LEASE 01-00388 DATED JUNE 18, 2004, FROM JAMES E. SULLIVAN, ASSIGNOR, TO ENCANA OIL ~~AND~~ & GAS (USA) INC., ASSIGNEE.

This assignment is made without any covenants or any warranties, either expressed or implied. By acceptance of this assignment for the Oil and Gas Lease(s) described herein Assignee agrees to assume any and all liabilities and responsibilities contained in said leases or created by the existence of said leases, and further, hold harmless Assignor of and from any and all claims, demands, causes of actions, suits, damages and liabilities in any manner arising out of, or in connection with, Assignee's operation pursuant to the terms and provisions of said leases.

The provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of Assignees.

Signed for identification:

ASSIGNOR:

By: _____
James E. Sullivan

ASSIGNEE: ENCANA OIL ~~AND~~ & GAS (USA) INC.

By: _____
Name: Jonathan L. Grannis
Title: Attorney in Fact

[redacted] [redacted] [redacted]

201-054

Effective 11 -86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 - Non Refundable

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL & GAS LEASE INTEREST ASSIGNMENT

Return To
State Land & Farm Loan Office
122 West 25th Street, 3 West
Herschler Building
Cheyenne, WY 1 82002-0600

Wyoming Oil & Gas Lease Serial Number 01-00392 Assignment Approval Date -

12-10-04P01:17 FILE

ASSIGNOR, with name and address at, James E. Sullivan
P.O. Box 1441
Denver, CO 80201-1441

being the owner of 100.00 percent Leasehold and Operating Rights
(Type Interest: Leasehold & Operating Rights)
interest in this lease, described in particular if less than the total leasehold as:

309260

Township 30 North, Range 106 West, 6th P.M.
Section 25: N/2NE/4, SW/4NE/4
Containing 120.00 acres
Sublette County, Wyoming

RECORDED Jan. 4 2005 8:20 AM
IN BOOK 129 or 6 PAGE 497
FEES $14.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
[illegible]

For good and valuable consideration, hereby assigns

1) ASSIGNEE, with name and address at: EnCana Oil & Gas (USA), Inc.
950 17th Street, Suite 2600
Denver, CO 80202

100.00 percent interest in the total leasehold, or as described in particular above.

2) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

And reserving unto ASSIGNOR, **No interest, but subject to Exhibit "A" attached hereto.**

This assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.

ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.

This form may be duplicated. If space is needed for additional, assignors or assignees submit copies of this form only.

201-054 State No.01-00392

SIGNED AS TO TRANSFER AND ACCEPTANCE this 1st day of July, 2004.

ASSIGNOR – James E. Sullivan	ASSIGNEE (1) – EnCana Oil and Gas (USA) Inc.
By –	By –
Title – James E. Sullivan, a single man	Title – Attorney in Fact
Attest –	Attest –

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, on this 21st day of June, 2004, personally appeared James E. Sullivan to me known to be the identical person described in and who executed the within and forgoing instrument.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires_____

Notary Public
Address:

KIM MANGHAM NOTARY PUBLIC STATE OF COLORADO My Commission Expires 4/9/07

Assignment Requirements

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as per State Oil & Gas Lease Terms, and approval is solely for administrative purposes and should not be interpreted as a warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved.

1) This form must be completed and submitted for any assignment of State Oil & Gas Lease leasehold interest, undivided or divided as to separate tracts, formations, zones or deposits, and for overriding royalty interest.

2) Assignments of less than a 100% leasehold interest, do not relieve the assignor of the **obligations as a lessee** under the terms of the lease regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under the lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or recision of the obligations of any surety bonding parties under the requirements of the State oil and gas lease, Board Rules or this assignment. (All lessees are ultimately responsible for the performance under the lease, and default subjects the entire lease to forfeiture not just the interest related to any performance obligation considered to be in default.)

3) A signed original and one copy of each assignment must be filed with the Wyoming State Land and Farm Loan Office.

4) Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. Adequate bond must be furnished covering any and all productive zones prior to approval of any assignment of interest in an operating State oil and gas lease, whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones under operating leases, begin without a bond first being in place.

5) If there is more than one party in interest to this assignment, then all such parties in interest must sign the document before assignment approval will be given.

6) The appropriate legal description of the conveyed lands interests must be given.

7) Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Lease do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effective date of the original lease. (See Board Rules, Chapter 6, Section A.)

8) Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of State's Office, and general partnership papers are required to be filed with the State Land and Farm Loan Office prior to, and as a condition of Board approval of any assignment.

9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

201-054

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL & GAS LEASE INTEREST ASSIGNMENT FOR LEASE 01-00392 DATED JUNE 18, 2004, FROM JAMES E. SULLIVAN, ASSIGNOR, TO ENCANA OIL ~~AND~~ & GAS (USA) INC., ASSIGNEE.

This assignment is made without any covenants or any warranties, either expressed or implied. By acceptance of this assignment for the Oil and Gas Lease(s) described herein Assignee agrees to assume any and all liabilities and responsibilities contained in said leases or created by the existence of said leases, and further, hold harmless Assignor of and from any and all claims, demands, causes of actions, suits, damages and liabilities in any manner arising out of, or in connection with, Assignee's operation pursuant to the terms and provisions of said leases.

The provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of Assignees.

Signed for identification:

ASSIGNOR:

By: _____
James E. Sullivan

ASSIGNEE: ENCANA OIL ~~AND~~ & GAS (USA) INC.

By: _____
Name: Jonathan L. Grannis
Title: Attorney in Fact

500

201-057

Effective 11 -86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 - Non Refundable

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL & GAS LEASE INTEREST ASSIGNMENT

Return To
State Land & Farm Loan Office
122 West 25th Street, 3 West
Herschler Building
Cheyenne, WY 1 82002-0600

Wyoming Oil & Gas Lease Serial Number 01-00404 Assignment Approval Date -

12-10-04P01:16 FILED

ASSIGNOR, with name and address at, James E. Sullivan
P.O. Box 1441
Denver, CO 80201-1441

being the owner of 100.00 percent Leasehold and Operating Rights
(Type Interest: Leasehold & Operating Rights)

309261

interest in this lease, described in particular if less than the total leasehold as:

Township 30 North, Range 110 West, 6th P.M.
Section 23: Lot 2
Containing 36.04 acres
Sublette County, Wyoming

RECORDED Dec. 4 2004 8:30A M
IN BOOK 129 Misc PAGE 300
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By L. Freeman

For good and valuable consideration, hereby assigns

1) ASSIGNEE, with name and address at: EnCana Oil & Gas (USA), Inc.
950 17th Street, Suite 2600
Denver, CO 80202

100.00 percent interest in the total leasehold, or as described in particular above.

2) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

And reserving unto ASSIGNOR, **No interest, but subject to Exhibit "A" attached hereto.**

This assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.

ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.

This form may be duplicated. If space is needed for additional, assignors or assignees submit copies of this form only.

201-057

State No.01-00404

SIGNED AS TO TRANSFER AND ACCEPTANCE this 1st day of July, 2004.

ASSIGNOR – James E. Sullivan	ASSIGNEE (1) – EnCana Oil and Gas (USA) Inc.
By –	By –
Title – James E. Sullivan, a single man	Title – Attorney in Fact
Attest –	Attest –

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, on this 21st day of June, 2004, personally appeared James E. Sullivan to me known to be the identical person described in and who executed the within and forgoing instrument.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires_____

Notary Public
Address:

KIM MANGHAM NOTARY PUBLIC STATE OF COLORADO My Commission Expires 4/9/07

Assignment Requirements

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as per State Oil & Gas Lease Terms, and approval is solely for administrative purposes and should not be interpreted as a warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved.

1) This form must be completed and submitted for any assignment of State Oil & Gas Lease leasehold interest, undivided or divided as to separate tracts, formations, zones or deposits, and for overriding royalty interest.

2) Assignments of less than a 100% leasehold interest, do not relieve the assignor of the **obligations as a lessee** under the terms of the lease regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under the lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or recision of the obligations of any surety bonding parties under the requirements of the State oil and gas lease, Board Rules or this assignment. (All lessees are ultimately responsible for the performance under the lease, and default subjects the entire lease to forfeiture not just the interest related to any performance obligation considered to be in default.)

3) A signed original and one copy of each assignment must be filed with the Wyoming State Land and Farm Loan Office.

4) Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. Adequate bond must be furnished covering any and all productive zones prior to approval of any assignment of interest in an operating State oil and gas lease, whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones under operating leases, begin without a bond first being in place.

5) If there is more than one party in interest to this assignment, then all such parties in interest must sign the document before assignment approval will be given.

6) The appropriate legal description of the conveyed lands interests must be given.

7) Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Lease do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effective date of the original lease. (See Board Rules, Chapter 6, Section A.)

8) Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of State's Office, and general partnership papers are required to be filed with the State Land and Farm Loan Office prior to, and as a condition of Board approval of any assignment.

9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

201-057

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL & GAS LEASE INTEREST ASSIGNMENT FOR LEASE 01-00404 DATED JUNE 18, 2004, FROM JAMES E. SULLIVAN, ASSIGNOR, TO ENCANA OIL ~~AND~~ GAS (USA) INC., ASSIGNEE.

This assignment is made without any covenants or any warranties, either expressed or implied. By acceptance of this assignment for the Oil and Gas Lease(s) described herein Assignee agrees to assume any and all liabilities and responsibilities contained in said leases or created by the existence of said leases, and further, hold harmless Assignor of and from any and all claims, demands, causes of actions, suits, damages and liabilities in any manner arising out of, or in connection with, Assignee's operation pursuant to the terms and provisions of said leases.

The provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of Assignees.

Signed for identification:

ASSIGNOR:

By: _____
~~James E. Sullivan~~

ASSIGNEE: ENCANA OIL ~~AND~~ GAS (USA) INC.

By: _____
Name: Jonathan L. Grannis
Title: Attorney in Fact

[redacted] [redacted] [redacted]

201-056

Effective 11 -86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 - Non Refundable

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL & GAS LEASE INTEREST ASSIGNMENT

Return To
State Land & Farm Loan Office
122 West 25th Street, 3 West
Herschler Building
Cheyenne, WY 1 82002-0600

Wyoming Oil & Gas Lease Serial Number 01-00403 Assignment Approval Date -

12-10-04P01:16 FILE

ASSIGNOR, with name and address at, James E. Sullivan
P.O. Box 1441
Denver, CO 80201-1441

being the owner of 100.00 percent Leasehold and Operating Rights
(Type Interest: Leasehold & Operating Rights)
interest in this lease, described in particular if less than the total leasehold as:

309262

Township 30 North, Range 110 West, 6th P.M.
Section 22: Lot 8
Containing 40.45 acres
Sublette County, Wyoming

RECORDED Dec. 4 2005 8:20 AM
IN BOOK 129 Ov H PAGE 503
FEES $14.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by L. Freeman

For good and valuable consideration, hereby assigns

1) ASSIGNEE, with name and address at: EnCana Oil & Gas (USA), Inc.
950 17th Street, Suite 2600
Denver, CO 80202

100.00 percent interest in the total leasehold, or as described in particular above.

2) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

And reserving unto ASSIGNOR, **No interest, but subject to Exhibit "A" attached hereto.**

This assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.

ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.

This form may be duplicated. If space is needed for additional, assignors or assignees submit copies of this form only.

201-056

State No.01-00403

SIGNED AS TO TRANSFER AND ACCEPTANCE this 1st day of July, 2004.

ASSIGNOR – James E. Sullivan	ASSIGNEE (1) – EnCana Oil and Gas (USA) Inc.
By –	By –
Title – James E. Sullivan, a single man	Title – Attorney in Fact
Attest –	Attest –

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, on this 21st day of June, 2004, personally appeared James E. Sullivan to me known to be the identical person described in and who executed the within and forgoing instrument.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires_____

Notary Public
Address:

KIM MANGHAM NOTARY PUBLIC STATE OF COLORADO My Commission Expires 4/9/07

Assignment Requirements

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as per State Oil & Gas Lease Terms, and approval is solely for administrative purposes and should not be interpreted as a warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved.

1) This form must be completed and submitted for any assignment of State Oil & Gas Lease leasehold interest, undivided or divided as to separate tracts, formations, zones or deposits, and for overriding royalty interest.

2) Assignments of less than a 100% leasehold interest, do not relieve the assignor of the **obligations as a lessee** under the terms of the lease regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under the lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or recision of the obligations of any surety bonding parties under the requirements of the State oil and gas lease, Board Rules or this assignment. (All lessees are ultimately responsible for the performance under the lease, and default subjects the entire lease to forfeiture not just the interest related to any performance obligation considered to be in default.)

3) A signed original and one copy of each assignment must be filed with the Wyoming State Land and Farm Loan Office.

4) Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. Adequate bond must be furnished covering any and all productive zones prior to approval of any assignment of interest in an operating State oil and gas lease, whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones under operating leases, begin without a bond first being in place.

5) If there is more than one party in interest to this assignment, then all such parties in interest must sign the document before assignment approval will be given.

6) The appropriate legal description of the conveyed lands interests must be given.

7) Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Lease do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effective date of the original lease. (See Board Rules, Chapter 6, Section A.)

8) Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of State's Office, and general partnership papers are required to be filed with the State Land and Farm Loan Office prior to, and as a condition of Board approval of any assignment.

9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

[redacted] [redacted] [redacted]

201-056

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL & GAS LEASE INTEREST ASSIGNMENT FOR LEASE 01-00403 DATED JUNE 18, 2004, FROM JAMES E. SULLIVAN, ASSIGNOR, TO ENCANA OIL AND GAS (USA) INC., ASSIGNEE.

This assignment is made without any covenants or any warranties, either expressed or implied. By acceptance of this assignment for the Oil and Gas Lease(s) described herein Assignee agrees to assume any and all liabilities and responsibilities contained in said leases or created by the existence of said leases, and further, hold harmless Assignor of and from any and all claims, demands, causes of actions, suits, damages and liabilities in any manner arising out of, or in connection with, Assignee's operation pursuant to the terms and provisions of said leases.

The provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of Assignees.

Signed for identification:

ASSIGNOR:

By: _____
James E. Sullivan

ASSIGNEE: ENCANA OIL AND GAS (USA) INC.

By: _____
Name: Jonathan L Grannis
Title: Attorney in Fact

506

201-114

Effective 11 -86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 - Non Refundable

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL & GAS LEASE INTEREST ASSIGNMENT

Return To
State Land & Farm Loan Office
122 West 25th Street, 3 West
Herschler Building
Cheyenne, WY 1 82002-0600

Wyoming Oil & Gas Lease Serial Number 03-00338 Assignment Approval Date -

12-10-04P12:50 FILE

ASSIGNOR, with name and address at, James E. Sullivan
P.O. Box 1441
Denver, CO 80201-1441

being the owner of 100.00 percent Leasehold and Operating Rights
(Type Interest: Leasehold & Operating Rights)
interest in this lease, described in particular if less than the total leasehold as:

309263

Township 30 North, Range 113 West, 6th P.M.
Section 16: N2NE
Containing 80.00 acres
Sublette County, Wyoming

RECORDED 12-14 2004 8:20AM
IN BOOK 129 Or 4 PAGE 506
FEES $14.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
[illegible]

For good and valuable consideration, hereby assigns

1) ASSIGNEE, with name and address at: EnCana Oil & Gas (USA), Inc.
950 17th Street, Suite 2600
Denver, CO 80202

100.00 percent interest in the total leasehold, or as described in particular above.

2) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

And reserving unto ASSIGNOR, **No interest, but subject to Exhibit "A" attached hereto.**

This assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.

ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.

This form may be duplicated. If space is needed for additional, assignors or assignees submit copies of this form only.

201-114 State No.03-00338

SIGNED AS TO TRANSFER AND ACCEPTANCE this 20th day of September, 2004.

ASSIGNOR – James E. Sullivan	ASSIGNEE (1) – EnCana Oil & Gas (USA) Inc.
By –	By – Don E. Sch
Title – James E. Sullivan, a single man	Title – Attorney in Fact
Attest –	Attest –

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, on this 30th day of June, 2004, personally appeared James E. Sullivan to me known to be the identical person described in and who executed the within and forgoing instrument.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires_____

Notary Public
Address:

KIM MANGHAM NOTARY PUBLIC STATE OF COLORADO My Commission Expires 4/8/07

Assignment Requirements

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as per State Oil & Gas Lease Terms, and approval is solely for administrative purposes and should not be interpreted as a warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved.

1) This form must be completed and submitted for any assignment of State Oil & Gas Lease leasehold interest, undivided or divided as to separate tracts, formations, zones or deposits, and for overriding royalty interest.

2) Assignments of less than a 100% leasehold interest, do not relieve the assignor of the **obligations as a lessee** under the terms of the lease regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under the lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or recision of the obligations of any surety bonding parties under the requirements of the State oil and gas lease, Board Rules or this assignment. (All lessees are ultimately responsible for the performance under the lease, and default subjects the entire lease to forfeiture not just the interest related to any performance obligation considered to be in default.)

3) A signed original and one copy of each assignment must be filed with the Wyoming State Land and Farm Loan Office.

4) Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. Adequate bond must be furnished covering any and all productive zones prior to approval of any assignment of interest in an operating State oil and gas lease, whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones under operating leases, begin without a bond first being in place.

5) If there is more than one party in interest to this assignment, then all such parties in interest must sign the document before assignment approval will be given.

6) The appropriate legal description of the conveyed lands interests must be given.

7) Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Lease do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effective date of the original lease. (See Board Rules, Chapter 6, Section A.)

8) Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of State's Office, and general partnership papers are required to be filed with the State Land and Farm Loan Office prior to, and as a condition of Board approval of any assignment.

9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

201-114

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL & GAS LEASE INTEREST ASSIGNMENT FOR LEASE 03-00338 DATED JUNE 30, 2004, FROM JAMES E. SULLIVAN, ASSIGNOR, TO ENCANA OIL & GAS (USA) INC., ASSIGNEE.

This assignment is made without any covenants or any warranties, either expressed or implied. By acceptance of this assignment for the Oil and Gas Lease(s) described herein Assignee agrees to assume any and all liabilities and responsibilities contained in said leases or created by the existence of said leases, and further, hold harmless Assignor of and from any and all claims, demands, causes of actions, suits, damages and liabilities in any manner arising out of, or in connection with, Assignee's operation pursuant to the terms and provisions of said leases.

The provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of Assignees.

Signed for identification:

ASSIGNOR:

By: _____
James E. Sullivan

ASSIGNEE: ENCANA OIL & GAS (USA) INC.

By: Don E. Schr
Name: Don E. Schroeder
Title: Attorney in Fact

[redacted] [redacted] [redacted]

201-055

Effective 11 -86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 - Non Refundable

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL & GAS LEASE INTEREST ASSIGNMENT

Return To
State Land & Farm Loan Office
122 West 25th Street, 3 West
Herschler Building
Cheyenne, WY 1 82002-0600

Wyoming Oil & Gas Lease Serial Number 01-00393 Assignment Approval Date -

12-10-04P01:18 FILE

ASSIGNOR, with name and address at, James E. Sullivan
P.O. Box 1441
Denver, CO 80201-1441

being the owner of 100.00 percent Leasehold and Operating Rights
(Type Interest: Leasehold & Operating Rights)
interest in this lease, described in particular if less than the total leasehold as:

309264

Township 31 North, Range 106 West, 6th P.M.
Section 28: NE/4SW/4, S/2SW/4, SE/4
Containing 280.00 acres
Sublette County, Wyoming

RECORDED 12-14-04 2005 8:20 AM
IN BOOK 129 Misc G PAGE 509
FEES $ 14 [signature] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By L. Thomas

For good and valuable consideration, hereby assigns

1) ASSIGNEE, with name and address at: EnCana Oil & Gas (USA), Inc.
950 17th Street, Suite 2600
Denver, CO 80202

100.00 percent interest in the total leasehold, or as described in particular above.

2) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

And reserving unto ASSIGNOR, **No interest, but subject to Exhibit "A" attached hereto.**

This assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.

ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.

This form may be duplicated. If space is needed for additional, assignors or assignees submit copies of this form only.

509

510

201-055 State No.01-00393

SIGNED AS TO TRANSFER AND ACCEPTANCE this 1st day of July, 2004.

ASSIGNOR – James E. Sullivan	ASSIGNEE (1) – EnCana Oil and Gas (USA) Inc.
By –	By –
Title – James E. Sullivan, a single man	Title – Attorney in Fact
Attest –	Attest –

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, on this 21st day of June, 2004, personally appeared James E. Sullivan to me known to be the identical person described in and who executed the within and forgoing instrument.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires_____

Notary Public
Address:

KIM MANGHAM NOTARY PUBLIC STATE OF COLORADO My Commission Expires 4/9/07

Assignment Requirements

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as per State Oil & Gas Lease Terms, and approval is solely for administrative purposes and should not be interpreted as a warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved.

1) This form must be completed and submitted for any assignment of State Oil & Gas Lease leasehold interest, undivided or divided as to separate tracts, formations, zones or deposits, and for overriding royalty interest.

2) Assignments of less than a 100% leasehold interest, do not relieve the assignor of the obligations as a lessee under the terms of the lease regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under the lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or recision of the obligations of any surety bonding parties under the requirements of the State oil and gas lease, Board Rules or this assignment. (All lessees are ultimately responsible for the performance under the lease, and default subjects the entire lease to forfeiture not just the interest related to any performance obligation considered to be in default.)

3) A signed original and one copy of each assignment must be filed with the Wyoming State Land and Farm Loan Office.

4) Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. Adequate bond must be furnished covering any and all productive zones prior to approval of any assignment of interest in an operating State oil and gas lease, whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones under operating leases, begin without a bond first being in place.

5) If there is more than one party in interest to this assignment, then all such parties in interest must sign the document before assignment approval will be given.

6) The appropriate legal description of the conveyed lands interests must be given.

7) Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Lease do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effective date of the original lease. (See Board Rules, Chapter 6, Section A.)

8) Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of State's Office, and general partnership papers are required to be filed with the State Land and Farm Loan Office prior to, and as a condition of Board approval of any assignment.

9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

[redacted] [redacted] [redacted]

201-055

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL & GAS LEASE INTEREST ASSIGNMENT FOR LEASE 01-00393 DATED JUNE 18, 2004, FROM JAMES E. SULLIVAN, ASSIGNOR, TO ENCANA OIL ~~AND~~ GAS (USA) INC., ASSIGNEE.

This assignment is made without any covenants or any warranties, either expressed or implied. By acceptance of this assignment for the Oil and Gas Lease(s) described herein Assignee agrees to assume any and all liabilities and responsibilities contained in said leases or created by the existence of said leases, and further, hold harmless Assignor of and from any and all claims, demands, causes of actions, suits, damages and liabilities in any manner arising out of, or in connection with, Assignee's operation pursuant to the terms and provisions of said leases.

The provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of Assignees.

Signed for identification:

ASSIGNOR:

By: _____
James E. ~~Sullivan~~

ASSIGNEE: ENCANA OIL ~~AND~~ GAS (USA) INC.

By: _____
Name: Jonathan L. Grannis
Title: Attorney in Fact

512

201-062

Effective 11 -86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 - Non Refundable

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL & GAS LEASE INTEREST ASSIGNMENT

Return To
State Land & Farm Loan Office
122 West 25th Street, 3 West
Herschler Building
Cheyenne, WY 1 82002-0600

Wyoming Oil & Gas Lease Serial Number 01-00446 Assignment Approval Date -

12-10-04P01:13 FILE

ASSIGNOR, with name and address at, James E. Sullivan
P.O. Box 1441
Denver, CO 80201-1441

being the owner of 100.00 percent Leasehold and Operating Rights
(Type Interest: Leasehold & Operating Rights)
interest in this lease, described in particular if less than the total leasehold as:

309265

Township 31 North, Range 106 West, 6th P.M.
Section 33: N/2N/2
Containing 160.00 acres
Sublette County, Wyoming

RECORDED Dec. 4 2004 8:20AM
IN BOOK 129 Misc. PAGE 512
FEES $14.00 Mary L. Lloyd COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Deputy

For good and valuable consideration, hereby assigns

1) ASSIGNEE, with name and address at: EnCana Oil & Gas (USA), Inc.
950 17th Street, Suite 2600
Denver, CO 80202

100.00 percent interest in the total leasehold, or as described in particular above.

2) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

And reserving unto ASSIGNOR, **No interest, but subject to Exhibit "A" attached hereto.**

This assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.

ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.

This form may be duplicated. If space is needed for additional, assignors or assignees submit copies of this form only.

201-062

State No.01-00446

SIGNED AS TO TRANSFER AND ACCEPTANCE this 22nd day of July, 2004.

ASSIGNOR – James E. Sullivan	ASSIGNEE (1) – EnCana Oil and Gas (USA) Inc.
By –	By –
Title – James E. Sullivan, a single man	Title – Attorney in Fact
Attest –	Attest –

2004 OCT 4 AM 11

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, on this 21st day of June, 2004, personally appeared James E. Sullivan to me known to be the identical person described in and who executed the within and forgoing instrument.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires_____

Notary Public
Address:

KIM MANGHAM NOTARY PUBLIC STATE OF COLORADO My Commission Expires 40807

Assignment Requirements

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as per State Oil & Gas Lease Terms, and approval is solely for administrative purposes and should not be interpreted as a warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved.

1) This form must be completed and submitted for any assignment of State Oil & Gas Lease leasehold interest, undivided or divided as to separate tracts, formations, zones or deposits, and for overriding royalty interest.

2) Assignments of less than a 100% leasehold interest, do not relieve the assignor of the **obligations as a lessee** under the terms of the lease regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under the lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or recision of the obligations of any surety bonding parties under the requirements of the State oil and gas lease, Board Rules or this assignment. (All lessees are ultimately responsible for the performance under the lease, and default subjects the entire lease to forfeiture not just the interest related to any performance obligation considered to be in default.)

3) A signed original and one copy of each assignment must be filed with the Wyoming State Land and Farm Loan Office.

4) Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. Adequate bond must be furnished covering any and all productive zones prior to approval of any assignment of interest in an operating State oil and gas lease, whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones under operating leases, begin without a bond first being in place.

5) If there is more than one party in interest to this assignment, then all such parties in interest must sign the document before assignment approval will be given.

6) The appropriate legal description of the conveyed lands interests must be given.

7) Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Lease do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effective date of the original lease. (See Board Rules, Chapter 6, Section A.)

8) Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of State's Office, and general partnership papers are required to be filed with the State Land and Farm Loan Office prior to, and as a condition of Board approval of any assignment.

9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

201-062

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL & GAS LEASE INTEREST ASSIGNMENT FOR LEASE 01-00446 DATED JUNE 18, 2004, FROM JAMES E. SULLIVAN, ASSIGNOR, TO ENCANA OIL AND GAS (USA) INC., ASSIGNEE.

This assignment is made without any covenants or any warranties, either expressed or implied. By acceptance of this assignment for the Oil and Gas Lease(s) described herein Assignee agrees to assume any and all liabilities and responsibilities contained in said leases or created by the existence of said leases, and further, hold harmless Assignor of and from any and all claims, demands, causes of actions, suits, damages and liabilities in any manner arising out of, or in connection with, Assignee's operation pursuant to the terms and provisions of said leases.

The provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of Assignees.

Signed for identification:

ASSIGNOR:

By: _____
James E. Sullivan

ASSIGNEE: ENCANA OIL AND GAS (USA) INC.

By: _____
Name: Jonathan L. Grannis
Title: Attorney in Fact

201-060

Effective 11 -86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 - Non Refundable

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL & GAS LEASE INTEREST ASSIGNMENT

Return To
State Land & Farm Loan Office
122 West 25th Street, 3 West
Herschler Building
Cheyenne, WY 1 82002-0600

Wyoming Oil & Gas Lease Serial Number 01-00413 Assignment Approval Date -

12-10-04P01:14 FILE

ASSIGNOR, with name and address at, James E. Sullivan
P.O. Box 1441
Denver, CO 80201-1441

being the owner of 100.00 percent Leasehold and Operating Rights
(Type Interest: Leasehold & Operating Rights)
interest in this lease, described in particular if less than the total leasehold as:

309266

Township 31 North, Range 112 West, 6th P.M.
Section 16: All
Containing 640.00 acres
Sublette County, Wyoming

RECORDED Dec. 4 2005 8:20 AM
IN BOOK 129 Misc. 4 PAGE 515
FEES 14.00 Mary L. Lybert COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Linda Freeman

For good and valuable consideration, hereby assigns

1) ASSIGNEE, with name and address at: EnCana Oil & Gas (USA), Inc.
950 17th Street, Suite 2600
Denver, CO 80202

100.00 percent interest in the total leasehold, or as described in particular above.

2) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

And reserving unto ASSIGNOR, **No interest, but subject to Exhibit "A" attached hereto.**

This assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.

ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stioulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.

This form may be duplicated. If space is needed for additional, assignors or assignees submit copies of this form only.

201-060 State No.01-00413

SIGNED AS TO TRANSFER AND ACCEPTANCE this 11 21st day of July, 2004.

ASSIGNOR – James E. Sullivan	ASSIGNEE (1) – EnCana Oil and Gas (USA) Inc.
By –	By –
Title – James E. Sullivan, a single man	Title – Attorney In Fact
Attest –	Attest –

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, on this 21st day of June, 2004, personally appeared James E. Sullivan to me known to be the identical person described in and who executed the within and forgoing instrument.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires_____

Notary Public
Address:

KIM MANGHAM NOTARY PUBLIC STATE OF COLORADO My Commission Expires 4/9/07

Assignment Requirements

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as per State Oil & Gas Lease Terms, and approval is solely for administrative purposes and should not be interpreted as a warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved.

1) This form must be completed and submitted for any assignment of State Oil & Gas Lease leasehold interest, undivided or divided as to separate tracts, formations, zones or deposits, and for overriding royalty interest.

2) Assignments of less than a 100% leasehold interest, do not relieve the assignor of the **obligations as a lessee** under the terms of the lease regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under the lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or recision of the obligations of any surety bonding parties under the requirements of the State oil and gas lease, Board Rules or this assignment. (All lessees are ultimately responsible for the performance under the lease, and default subjects the entire lease to forfeiture not just the interest related to any performance obligation considered to be in default.)

3) A signed original and one copy of each assignment must be filed with the Wyoming State Land and Farm Loan Office.

4) Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. Adequate bond must be furnished covering any and all productive zones prior to approval of any assignment of interest in an operating State oil and gas lease, whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones under operating leases, begin without a bond first being in place.

5) If there is more than one party in interest to this assignment, then all such parties in interest must sign the document before assignment approval will be given.

6) The appropriate legal description of the conveyed lands interests must be given.

7) Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Lease do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effective date of the original lease. (See Board Rules, Chapter 6, Section A.)

8) Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of State's Office, and general partnership papers are required to be filed with the State Land and Farm Loan Office prior to, and as a condition of Board approval of any assignment.

9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

[redacted] [redacted] [redacted]

201-060

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL & GAS LEASE INTEREST ASSIGNMENT FOR LEASE 01-00413 DATED JUNE 18, 2004, FROM JAMES E. SULLIVAN, ASSIGNOR, TO ENCANA OIL AND GAS (USA) INC., ASSIGNEE.

This assignment is made without any covenants or any warranties, either expressed or implied. By acceptance of this assignment for the Oil and Gas Lease(s) described herein Assignee agrees to assume any and all liabilities and responsibilities contained in said leases or created by the existence of said leases, and further, hold harmless Assignor of and from any and all claims, demands, causes of actions, suits, damages and liabilities in any manner arising out of, or in connection with, Assignee's operation pursuant to the terms and provisions of said leases.

The provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of Assignees.

Signed for identification:

ASSIGNOR:

By: _____
James E. Sullivan

ASSIGNEE: ENCANA OIL AND GAS (USA) INC.

By: _____
Name: Jonathan L. Grannis
Title: Attorney in Fact

201-115

Effective 11 -86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 - Non Refundable

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL & GAS LEASE INTEREST ASSIGNMENT

Return To
State Land & Farm Loan Office
122 West 25th Street, 3 West
Herschler Building
Cheyenne, WY 1 82002-0600

Wyoming Oil & Gas Lease Serial Number 03-00339 Assignment Approval Date - 12-10-04P12:49 FILE

ASSIGNOR, with name and address at, James E. Sullivan
P.O. Box 1441
Denver, CO 80201-1441

being the owner of 100.00 percent Leasehold and Operating Rights
(Type Interest: Leasehold & Operating Rights)
interest in this lease, described in particular if less than the total leasehold as:

309267

Township 31 North, Range 114 West, 6th P.M.
Section 22: SENE, NESE
Containing 80.00 acres
Sublette County, Wyoming

RECORDED Dec. 14 2004 8:20 AM
IN BOOK 129 Ov 4 PAGE 518
FEES 14.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By L. Freeman

For good and valuable consideration, hereby assigns

1) ASSIGNEE, with name and address at: EnCana Oil & Gas (USA), Inc.
950 17th Street, Suite 2600
Denver, CO 80202

100.00 percent interest in the total leasehold, or as described in particular above.

2) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

And reserving unto ASSIGNOR, **No interest, but subject to Exhibit "A" attached hereto.**

This assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.

ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.

This form may be duplicated. If space is needed for additional, assignors or assignees submit copies of this form only.

[redacted] [redacted] [redacted]

201-115

State No.03-00339

SIGNED AS TO TRANSFER AND ACCEPTANCE this 20th day of September, 2004.

ASSIGNOR – James E. Sullivan	ASSIGNEE (1) – EnCana Oil & Gas (USA) Inc.
By –	By – Don E. Schur
Title – James E. Sullivan, a single man	Title – Attorney in Fact
Attest –	Attest –

2004 OCT 4 AM 11 24

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, on this 30th day of June, 2004, personally appeared James E. Sullivan to me known to be the identical person described in and who executed the within and forgoing instrument.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires_____

Notary Public
Address:

KIM MANGHAM NOTARY PUBLIC STATE OF COLORADO My Commission Expires 4/8/07

Assignment Requirements

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as per State Oil & Gas Lease Terms, and approval is solely for administrative purposes and should not be interpreted as a warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved.

1) This form must be completed and submitted for any assignment of State Oil & Gas Lease leasehold interest, undivided or divided as to separate tracts, formations, zones or deposits, and for overriding royalty interest.

2) Assignments of less than a 100% leasehold interest, do not relieve the assignor of the **obligations as a lessee** under the terms of the lease regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under the lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or recision of the obligations of any surety bonding parties under the requirements of the State oil and gas lease, Board Rules or this assignment. (All lessees are ultimately responsible for the performance under the lease. and default subjects the entire lease to forfeiture not just the interest related to any performance obligation considered to be in default.)

3) A signed original and one copy of each assignment must be filed with the Wyoming State Land and Farm Loan Office.

4) Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. Adequate bond must be furnished covering any and all productive zones prior to approval of any assignment of interest in an operating State oil and gas lease, whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones under operating leases, begin without a bond first being in place.

5) If there is more than one party in interest to this assignment, then all such parties in interest must sign the document before assignment approval will be given.

6) The appropriate legal description of the conveyed lands interests must be given.

7) Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Lease do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effective date of the original lease. (See Board Rules, Chapter 6, Section A.)

8) Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of State's Office, and general partnership papers are required to be filed with the State Land and Farm Loan Office prior to, and as a condition of Board approval of any assignment.

9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

201-115

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL & GAS LEASE INTEREST ASSIGNMENT FOR LEASE 03-00339 DATED JUNE 30, 2004, FROM JAMES E. SULLIVAN, ASSIGNOR, TO ENCANA OIL & GAS (USA) INC., ASSIGNEE.

This assignment is made without any covenants or any warranties, either expressed or implied. By acceptance of this assignment for the Oil and Gas Lease(s) described herein Assignee agrees to assume any and all liabilities and responsibilities contained in said leases or created by the existence of said leases, and further, hold harmless Assignor of and from any and all claims, demands, causes of actions, suits, damages and liabilities in any manner arising out of, or in connection with, Assignee's operation pursuant to the terms and provisions of said leases.

The provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of Assignees.

Signed for identification:

ASSIGNOR:

By: _____
James E. Sullivan

ASSIGNEE: ENCANA OIL & GAS (USA) INC.

By: Don E. Schroeder
Name: Don E. Schroeder
Title: Attorney in Fact

[redacted] [redacted] [redacted]

201-140

Effective 11-86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 - Non Refundable

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL & GAS LEASE INTEREST ASSIGNMENT

Return To
State Land & Farm Loan Office
122 West 25th Street, 3 West
Herschler Building
Cheyenne, WY 1 82002-0600

Wyoming Oil & Gas Lease Serial Number 04-00188 Assignment Approval Date - 12-10-04P12:37 FILE

ASSIGNOR, with name and address at, James E. Sullivan
P.O. Box 1441
Denver, CO 80201-1441

309268

being the owner of 100.00 percent Leasehold and Operating Rights
(Type Interest: Leasehold & Operating Rights)
interest in this lease, described in particular if less than the total leasehold as:

Township 32 North, Range 113 West, 6th P.M.
Section 36: All
Containing 640.00 acres
Sublette County, Wyoming

RECORDED Jan. 4 2005 8:30 AM
IN BOOK 129 Misc PAGE 521
FEES $14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

For good and valuable consideration, hereby assigns

1) ASSIGNEE, with name and address at: EnCana Oil & Gas (USA), Inc.
950 17th Street, Suite 2600
Denver, CO 80202

100.00 percent interest in the total leasehold, or as described in particular above.

2) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

And reserving unto ASSIGNOR, **No interest, but subject to Exhibit "A" attached hereto.**

This assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.

ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.

This form may be duplicated. If space is needed for additional, assignors or assignees submit copies of this form only.

201-140

State No.04-00188

SIGNED AS TO TRANSFER AND ACCEPTANCE this 20th day of September, 2004.

ASSIGNOR – James E. Sullivan	ASSIGNEE (1) – EnCana Oil & Gas (USA) Inc.
By –	By – Don E. Schu
Title – James E. Sullivan, a single man	Title – Attorney in Fact
Attest –	Attest –

2004 OCT 4 AM 11 24

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, on this 30th day of June, 2004, personally appeared James E. Sullivan to me known to be the identical person described in and who executed the within and forgoing instrument.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires_____

Notary Public
Address:

KIM MANGHAM NOTARY PUBLIC STATE OF COLORADO My Commission Expires 4/8/07

Assignment Requirements

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as per State Oil & Gas Lease Terms, and approval is solely for administrative purposes and should not be interpreted as a warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved.

1) This form must be completed and submitted for any assignment of State Oil & Gas Lease leasehold interest, undivided or divided as to separate tracts, formations, zones or deposits, and for overriding royalty interest.

2) Assignments of less than a 100% leasehold interest, do not relieve the assignor of the **obligations as a lessee** under the terms of the lease regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under the lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or recision of the obligations of any surety bonding parties under the requirements of the State oil and gas lease, Board Rules or this assignment. (All lessees are ultimately responsible for the performance under the lease, and default subjects the entire lease to forfeiture not just the interest related to any performance obligation considered to be in default.)

3) A signed original and one copy of each assignment must be filed with the Wyoming State Land and Farm Loan Office.

4) Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. Adequate bond must be furnished covering any and all productive zones prior to approval of any assignment of interest in an operating State oil and gas lease, whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones under operating leases, begin without a bond first being in place.

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6) The appropriate legal description of the conveyed lands interests must be given.

7) Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Lease do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effective date of the original lease. (See Board Rules, Chapter 6, Section A.)

8) Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of State's Office, and general partnership papers are required to be filed with the State Land and Farm Loan Office prior to, and as a condition of Board approval of any assignment.

9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

[redacted] [redacted] [redacted]

201-140

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL & GAS LEASE INTEREST ASSIGNMENT FOR LEASE 04-00188 DATED JUNE 30, 2004, FROM JAMES E. SULLIVAN, ASSIGNOR, TO ENCANA OIL & GAS (USA) INC., ASSIGNEE.

This assignment is made without any covenants or any warranties, either expressed or implied. By acceptance of this assignment for the Oil and Gas Lease(s) described herein Assignee agrees to assume any and all liabilities and responsibilities contained in said leases or created by the existence of said leases, and further, hold harmless Assignor of and from any and all claims, demands, causes of actions, suits, damages and liabilities in any manner arising out of, or in connection with, Assignee's operation pursuant to the terms and provisions of said leases.

The provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of Assignees.

Signed for identification:

ASSIGNOR:

By: _____
James E. Sullivan

ASSIGNEE: ENCANA OIL & GAS (USA) INC.

By: Don E. Schr
Name: Don E. Schroeder
Title: Attorney in Fact

524

201-099

Effective 11 -86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 - Non Refundable

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL & GAS LEASE INTEREST ASSIGNMENT

Return To
State Land & Farm Loan Office
122 West 25th Street, 3 West
Herschler Building
Cheyenne, WY 1 82002-0600

Wyoming Oil & Gas Lease Serial Number 02-00355 Assignment Approval Date -

12-10-04P01:12 FILE

ASSIGNOR, with name and address at, James E. Sullivan
P.O. Box 1441
Denver, CO 80201-1441

309269

being the owner of 100.00 percent Leasehold and Operating Rights
(Type Interest: Leasehold & Operating Rights)
interest in this lease, described in particular if less than the total leasehold as:

Township 33 North, Range 112 West, 6th P.M.
Section 16: All
Containing 640.00 acres
Sublette County, Wyoming

RECORDED Dec. 4 2005 8:20 AM
IN BOOK 129 Misc H PAGE 524
FEES $14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By L. Freeman

For good and valuable consideration, hereby assigns

1) ASSIGNEE, with name and address at: EnCana Oil & Gas (USA), Inc.
950 17th Street, Suite 2600
Denver, CO 80202
100.00 percent interest in the total leasehold, or as described in particular above.

2) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

And reserving unto ASSIGNOR, **No interest, but subject to Exhibit "A" attached hereto.**

This assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.

ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.

This form may be duplicated. If space is needed for additional, assignors or assignees submit copies of this form only.

[redacted] [redacted] [redacted]

201-099

State No.02-00355

SIGNED AS TO TRANSFER AND ACCEPTANCE this 21st day of July, 2004.

ASSIGNOR – James E. Sullivan	ASSIGNEE (1) – EnCana Oil & Gas (USA) Inc.
By –	By –
Title – James E. Sullivan, a single man	Title – Attorney in Fact
Attest –	Attest –

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, on this 21st day of June, 2004, personally appeared James E. Sullivan to me known to be the identical person described in and who executed the within and forgoing instrument.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires_____

Notary Public
Address:

KIM MANGHAM NOTARY PUBLIC STATE OF COLORADO My Commission Expires 4/9/07

Assignment Requirements

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as per State Oil & Gas Lease Terms, and approval is solely for administrative purposes and should not be interpreted as a warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved.

1) This form must be completed and submitted for any assignment of State Oil & Gas Lease leasehold interest, undivided or divided as to separate tracts, formations, zones or deposits, and for overriding royalty interest.

2) Assignments of less than a 100% leasehold interest, do not relieve the assignor of the **obligations as a lessee** under the terms of the lease regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under the lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or recision of the obligations of any surety bonding parties under the requirements of the State oil and gas lease, Board Rules or this assignment. (All lessees are ultimately responsible for the performance under the lease, and default subjects the entire lease to forfeiture not just the interest related to any performance obligation considered to be in default.)

3) A signed original and one copy of each assignment must be filed with the Wyoming State Land and Farm Loan Office.

4) Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. Adequate bond must be furnished covering any and all productive zones prior to approval of any assignment of interest in an operating State oil and gas lease, whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones under operating leases, begin without a bond first being in place.

5) If there is more than one party in interest to this assignment, then all such parties in interest must sign the document before assignment approval will be given.

6) The appropriate legal description of the conveyed lands interests must be given.

7) Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Lease do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effective date of the original lease. (See Board Rules, Chapter 6, Section A.)

8) Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of State's Office, and general partnership papers are required to be filed with the State Land and Farm Loan Office prior to, and as a condition of Board approval of any assignment.

9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

201-099

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL & GAS LEASE INTEREST ASSIGNMENT FOR LEASE 02-00355 DATED JUNE 18, 2004, FROM JAMES E. SULLIVAN, ASSIGNOR, TO ENCANA OIL AND GAS (USA) INC., ASSIGNEE.

This assignment is made without any covenants or any warranties, either expressed or implied. By acceptance of this assignment for the Oil and Gas Lease(s) described herein Assignee agrees to assume any and all liabilities and responsibilities contained in said leases or created by the existence of said leases, and further, hold harmless Assignor of and from any and all claims, demands, causes of actions, suits, damages and liabilities in any manner arising out of, or in connection with, Assignee's operation pursuant to the terms and provisions of said leases.

The provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of Assignees.

Signed for identification:

ASSIGNOR:

By: _____
James E. Sullivan

ASSIGNEE: ENCANA OIL AND GAS (USA) INC.

By: _____
Name: Jonathan L. Grunnis
Title: Attorney in Fact

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

201-061

Effective 11 -86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 - Non Refundable

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL & GAS LEASE INTEREST ASSIGNMENT

Return To
State Land & Farm Loan Office
122 West 25th Street, 3 West
Herschler Building
Cheyenne, WY 1 82002-0600

Wyoming Oil & Gas Lease Serial Number 01-00417 Assignment Approval Date -

12-10-04P01:14 FILE

ASSIGNOR, with name and address at, James E. Sullivan
P.O. Box 1441
Denver, CO 80201-1441

being the owner of 100.00 percent Leasehold and Operating Rights
(Type Interest: Leasehold & Operating Rights)
interest in this lease, described in particular if less than the total leasehold as:

309270

Township 34 North, Range 113 West, 6th P.M.
Section 16: All
Containing 640.00 acres
Sublette County, Wyoming

RECORDED Dec. 4 2004 8:20AM
IN BOOK 129 Or 11 PAGE 527
FEES 4.00 Mary L. Lybert COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By L. Freeman

For good and valuable consideration, hereby assigns

1) ASSIGNEE, with name and address at: EnCana Oil & Gas (USA), Inc.
950 17th Street, Suite 2600
Denver, CO 80202

100.00 percent interest in the total leasehold, or as described in particular above.

2) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

And reserving unto ASSIGNOR, **No interest, but subject to Exhibit "A" attached hereto.**

This assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.

ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.

This form may be duplicated. If space is needed for additional, assignors or assignees submit copies of this form only.

201-061 State No.01-00417

SIGNED AS TO TRANSFER AND ACCEPTANCE this 1st day of July, 2004.

ASSIGNOR – James E. Sullivan	ASSIGNEE (1) – EnCana Oil & Gas (USA) Inc.
By –	By –
Title – James E. Sullivan, a single man	Title – Attorney in Fact
Attest –	Attest –

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, on this 21st day of June, 2004, personally appeared James E. Sullivan to me known to be the identical person described in and who executed the within and forgoing instrument.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires_____

Notary Public
Address:

KIM MANGHAM NOTARY PUBLIC STATE OF COLORADO My Commission Expires 4/8/07

Assignment Requirements

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as per State Oil & Gas Lease Terms, and approval is solely for administrative purposes and should not be interpreted as a warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved.

1) This form must be completed and submitted for any assignment of State Oil & Gas Lease leasehold interest, undivided or divided as to separate tracts, formations, zones or deposits, and for overriding royalty interest.

2) Assignments of less than a 100% leasehold interest, do not relieve the assignor of the **obligations as a lessee** under the terms of the lease regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under the lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or recision of the obligations of any surety bonding parties under the requirements of the State oil and gas lease, Board Rules or this assignment. (All lessees are ultimately responsible for the performance under the lease, and default subjects the entire lease to forfeiture not just the interest related to any performance obligation considered to be in default.)

3) A signed original and one copy of each assignment must be filed with the Wyoming State Land and Farm Loan Office.

4) Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. Adequate bond must be furnished covering any and all productive zones prior to approval of any assignment of interest in an operating State oil and gas lease, whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones under operating leases, begin without a bond first being in place.

5) If there is more than one party in interest to this assignment, then all such parties in interest must sign the document before assignment approval will be given.

6) The appropriate legal description of the conveyed lands interests must be given.

7) Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Lease do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effective date of the original lease. (See Board Rules, Chapter 6, Section A.)

8) Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of State's Office, and general partnership papers are required to be filed with the State Land and Farm Loan Office prior to, and as a condition of Board approval of any assignment.

9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

[redacted] [redacted] [redacted]

201-061

EXHIBIT "A"
ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL & GAS LEASE INTEREST ASSIGNMENT FOR LEASE 01-00417 DATED JUNE 18, 2004, FROM JAMES E. SULLIVAN, ASSIGNOR, TO ENCANA OIL AND GAS (USA) INC., ASSIGNEE.

This assignment is made without any covenants or any warranties, either expressed or implied. By acceptance of this assignment for the Oil and Gas Lease(s) described herein Assignee agrees to assume any and all liabilities and responsibilities contained in said leases or created by the existence of said leases, and further, hold harmless Assignor of and from any and all claims, demands, causes of actions, suits, damages and liabilities in any manner arising out of, or in connection with, Assignee's operation pursuant to the terms and provisions of said leases.

The provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of Assignees.

Signed for identification:

ASSIGNOR:

By: _____
James E. Sullivan

ASSIGNEE: ENCANA OIL AND GAS (USA) INC.

By: _____
Name: Jonathan L. Grannis
Title: Attorney in Fact

530

201-100

Effective 11 -86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 - Non Refundable

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL & GAS LEASE INTEREST ASSIGNMENT

Return To
State Land & Farm Loan Office
122 West 25th Street, 3 West
Herschler Building
Cheyenne, WY 1 82002-0600

Wyoming Oil & Gas Lease Serial Number 02-00362 Assignment Approval Date - 12-10-04P01:11 FILE

ASSIGNOR, with name and address at, James E. Sullivan
P.O. Box 1441
Denver, CO 80201-1441

309271

being the owner of 100.00 percent Leasehold and Operating Rights
(Type Interest: Leasehold & Operating Rights)
interest in this lease, described in particular if less than the total leasehold as:

Township 34 North, Range 113 West, 6th P.M.
Section 30: Lot 4, SESW
Containing 75.88 acres
Sublette County, Wyoming

RECORDED Dec. 4 2005 8:20A M.
IN BOOK 129 of M PAGE 530
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Ly L. Freeman

For good and valuable consideration, hereby assigns

1) ASSIGNEE, with name and address at: EnCana Oil & Gas (USA), Inc.
950 17th Street, Suite 2600
Denver, CO 80202

100.00 percent interest in the total leasehold, or as described in particular above.

2) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

And reserving unto ASSIGNOR, **No interest, but subject to Exhibit "A" attached hereto.**

This assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.

ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.

This form may be duplicated. If space is needed for additional, assignors or assignees submit copies of this form only.

201-100

State No.02-00362

SIGNED AS TO TRANSFER AND ACCEPTANCE this 1st day of July, 2004.

ASSIGNOR – James E. Sullivan	ASSIGNEE (1) – EnCana Oil and Gas (USA) Inc.
By –	By –
Title – James E. Sullivan, a single man	Title – Attorney in Fact
Attest –	Attest –

2004 OCT 4 AM 11 22

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, on this 21st day of June, 2004, personally appeared James E. Sullivan to me known to be the identical person described in and who executed the within and forgoing instrument.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires_____

Notary Public
Address:

KIM MANGHAM NOTARY PUBLIC STATE OF COLORADO My Commission Expires 4/28/07

Assignment Requirements

Note Assignments are not valid until approved by the Director, State Land and Farm Loan Office as per State Oil & Gas Lease Terms, and approval is solely for administrative purposes and should not be interpreted as a warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved.

1) This form must be completed and submitted for any assignment of State Oil & Gas Lease leasehold interest, undivided or divided as to separate tracts, formations, zones or deposits, and for overriding royalty interest.

2) Assignments of less than a 100% leasehold interest, do not relieve the assignor of the **obligations as a lessee** under the terms of the lease regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under the lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or recision of the obligations of any surety bonding parties under the requirements of the State oil and gas lease, Board Rules or this assignment. (All lessees are ultimately responsible for the performance under the lease, and default subjects the entire lease to forfeiture not just the interest related to any performance obligation considered to be in default.)

3) A signed original and one copy of each assignment must be filed with the Wyoming State Land and Farm Loan Office.

4) Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. Adequate bond must be furnished covering any and all productive zones prior to approval of any assignment of interest in an operating State oil and gas lease, whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones under operating leases, begin without a bond first being in place.

5) If there is more than one party in interest to this assignment, then all such parties in interest must sign the document before assignment approval will be given.

6) The appropriate legal description of the conveyed lands interests must be given.

7) Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Lease do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effective date of the original lease. (See Board Rules, Chapter 6, Section A.)

8) Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of State's Office, and general partnership papers are required to be filed with the State Land and Farm Loan Office prior to, and as a condition of Board approval of any assignment.

9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

201-100

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL & GAS LEASE INTEREST ASSIGNMENT FOR LEASE 02-00362 DATED JUNE 18, 2004, FROM JAMES E. SULLIVAN, ASSIGNOR, TO ENCANA OIL AND GAS (USA) INC., ASSIGNEE.

This assignment is made without any covenants or any warranties, either expressed or implied. By acceptance of this assignment for the Oil and Gas Lease(s) described herein Assignee agrees to assume any and all liabilities and responsibilities contained in said leases or created by the existence of said leases, and further, hold harmless Assignor of and from any and all claims, demands, causes of actions, suits, damages and liabilities in any manner arising out of, or in connection with, Assignee's operation pursuant to the terms and provisions of said leases.

The provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of Assignees.

Signed for identification:

ASSIGNOR:

By: _____
James E. Sullivan

ASSIGNEE: ENCANA OIL AND GAS (USA) INC.

By: _____
Name: Jonathan L. Grannis
Title: Attorney in Fact

[redacted] [redacted] [redacted]

201-101

Effective 11 -86
Form ML-2
(Revised 4-96)
Filing Fee - $25.00 - Non Refundable

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS
OIL & GAS LEASE INTEREST ASSIGNMENT

Return To
State Land & Farm Loan Office
122 West 25th Street, 3 West
Herschler Building
Cheyenne, WY 1 82002-0600

Wyoming Oil & Gas Lease Serial Number 02-00363 Assignment Approval Date - 12-10-04P01:10 FILE

ASSIGNOR, with name and address at, James E. Sullivan
P.O. Box 1441
Denver, CO 80201-1441

being the owner of 100.00 percent Leasehold and Operating Rights
(Type Interest: Leasehold & Operating Rights) **309272**
interest in this lease, described in particular if less than the total leasehold as:

Township 34 North, Range 113 West, 6th P.M.
Section 31: NESE
Containing 40.00 acres
Sublette County, Wyoming

RECORDED Dec. 4, 2005 8:20 A.M.
IN BOOK 129 Qt A PAGE 533
FEES 14.00 Mary L. Lythgoe COUNTY CLERK
SUBLETTE COUNTY, WYOMING
by L. Freeman

For good and valuable consideration, hereby assigns

1) ASSIGNEE, with name and address at: EnCana Oil & Gas (USA), Inc.
950 17th Street, Suite 2600
Denver, CO 80202

100.00 percent interest in the total leasehold, or as described in particular above.

2) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

3) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

4) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

5) ASSIGNEE, with name and address at:

percent interest in the total leasehold, or as described in particular above.

And reserving unto ASSIGNOR, **No interest, but subject to Exhibit "A" attached hereto.**

This assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it finds that such overriding royalties create a burden on the lease which prevents or unreasonably interferes with its development.

ASSIGNOR certifies by signature on reverse, that ASSIGNOR is the owner of the interest above herein transferred, and ASSIGNEE(S) certify(ies) by signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes governing the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.

This form may be duplicated. If space is needed for additional, assignors or assignees submit copies of this form only.

201-101

State No.02-00363

SIGNED AS TO TRANSFER AND ACCEPTANCE this 1st day of July, 2004.

ASSIGNOR – James E. Sullivan	ASSIGNEE (1) – EnCana Oil and Gas (USA) Inc.
By –	By –
Title – James E. Sullivan, a single man	Title – Attorney in Fact
Attest –	Attest –

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, on this 21st day of June, 2004, personally appeared James E. Sullivan to me known to be the identical person described in and who executed the within and forgoing instrument.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires_____

Notary Public
Address:

KIM MANGHAM NOTARY PUBLIC STATE OF COLORADO My Commission Expires 4/9/07

Assignment Requirements

Note: Assignments are not valid until approved by the Director, State Land and Farm Loan Office as per State Oil & Gas Lease Terms, and approval is solely for administrative purposes and should not be interpreted as a warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved.

1) This form must be completed and submitted for any assignment of State Oil & Gas Lease leasehold interest, undivided or divided as to separate tracts, formations, zones or deposits, and for overriding royalty interest.

2) Assignments of less than a 100% leasehold interest, do not relieve the assignor of the **obligations as a lessee** under the terms of the lease regarding the interest conveyed unless the State first has in hand, a written agreement to be bound as lessee for all obligations under the lease for the assigned portion from the assignee. This requirement should not be construed in any way as a release or recision of the obligations of any surety bonding parties under the requirements of the State oil and gas lease, Board Rules or this assignment. (All lessees are ultimately responsible for the performance under the lease, and default subjects the entire lease to forfeiture not just the interest related to any performance obligation considered to be in default.)

3) A signed original and one copy of each assignment must be filed with the Wyoming State Land and Farm Loan Office.

4) Each assignment, if approved, is recognized by the State as effective as of the date of approval by the Director. Adequate bond must be furnished covering any and all productive zones prior to approval of any assignment of interest in an operating State oil and gas lease, whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones under operating leases, begin without a bond first being in place.

5) If there is more than one party in interest to this assignment, then all such parties in interest must sign the document before assignment approval will be given.

6) The appropriate legal description of the conveyed lands interests must be given.

7) Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Lease do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effective date of the original lease. (See Board Rules, Chapter 6, Section A.)

8) Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of State's Office, and general partnership papers are required to be filed with the State Land and Farm Loan Office prior to, and as a condition of Board approval of any assignment.

9) Assignments will not be considered for approval where assignor or any assignee currently has a delinquent (late) royalty or rental payment obligation(s) for any State subsurface resource lease.

201-101

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL & GAS LEASE INTEREST ASSIGNMENT FOR LEASE 02-00363 DATED JUNE 18, 2004, FROM JAMES E. SULLIVAN, ASSIGNOR, TO ENCANA OIL AND GAS (USA) INC., ASSIGNEE.

This assignment is made without any covenants or any warranties, either expressed or implied. By acceptance of this assignment for the Oil and Gas Lease(s) described herein Assignee agrees to assume any and all liabilities and responsibilities contained in said leases or created by the existence of said leases, and further, hold harmless Assignor of and from any and all claims, demands, causes of actions, suits, damages and liabilities in any manner arising out of, or in connection with, Assignee's operation pursuant to the terms and provisions of said leases.

The provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of Assignees.

Signed for identification:

ASSIGNOR:

By: _____
James E. Sullivan

ASSIGNEE: ENCANA OIL AND GAS (USA) INC.

By: _____
Name: Jonathan L. Grannis
Title: Attorney In Fact

309322

Recorded 12-29-04 at 9:15A in
IN BOOK 129 Q-9 PAGE 536
FEES $38.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By D. Freeman

Wyoming

TO BE FILED IN SUBLETTE COUNTY, WYOMING

AMENDMENT TO DEEDS OF TRUST

This amendment ("Amendment") is effective as of the 29th day of December, 2004 by and between GULF COAST PACKAGE, LTD. (hereinafter sometimes called "Gulf Coast"), a Texas limited partnership (Federal Taxpayer Identification Number 75-2430642), with a mailing address of 8150 N. Central Expressway, Suite 400, Dallas, Texas 75206, ELAND ENERGY, INC. (hereinafter sometimes called "Eland"), a Texas corporation (Federal Taxpayer Identification Number 75-2078004), with a mailing address of 8150 N. Central Expressway, Suite 400, Dallas, Texas 75206 (Gulf Coast and Eland are hereinafter collectively referred to herein as the "Grantor"), and JPMORGAN CHASE BANK, N.A. (successor by merger to Bank One, N.A. (Illinois)), a national banking association (Federal Taxpayer Identification Number 75-2270994), as agent for itself and each and every financial institution participating as a Bank. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them pursuant to the Loan Agreement (as hereinafter defined).

RECITALS

a. Grantor and JPMorgan Chase (JPMorgan Chase in its capacity as a lender under the Loan Agreement together with each and every other lender who becomes a party to the Loan Agreement are hereinafter collectively referred to as "Banks", and individually as "Bank") and JPMorgan Chase, as Agent for Banks ("Agent"), are parties to that certain Restated Loan Agreement dated November 1, 2000, as same has been amended and restated from time-to-time (the "Loan Agreement");

b. Grantor has requested, and Agent and Banks have agreed to amend the Loan Agreement to, among other things, extend the Maturity Date to December 31, 2008.

c. As a condition to the agreement of Agent and Banks to amend the Loan Agreement, Agent and Banks have required, inter alia, that the instruments particularly referenced, identified and described on Schedule 1, attached hereto and incorporated herein (the "Deeds of Trust"), which Deeds of Trust encumber the property described in Exhibit A, attached hereto and incorporated herein, be amended by the execution of this Amendment.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, Agent and Banks, hereby agree as follows:

A. All recitals stated in paragraphs a through c above are true and correct. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them pursuant to the Loan Agreement (as hereinafter defined). For good and valuable consideration, which is hereby acknowledged, Grantor and Agent hereby amend the Deeds of Trust as follows:

1. Loan Agreement. As used in the Deeds of Trust, the term "Loan Agreement" shall mean that certain Restated Loan Agreement dated as of November 1, 2000 by and among

Gulf Coast Package, Ltd. ("Borrower") and JPMorgan Chase Bank, N.A. (successor by merger to Bank One, N.A. (Illinois)), a national banking association ("JPMorgan Chase") (JPMorgan Chase in its capacity as a lender under the Loan Agreement together with each and every other lender who becomes a party to the Loan Agreement are collectively referred to as "Banks", and individually as "Bank") and JPMorgan Chase, as Agent for Banks ("Agent") (said Restated Loan Agreement, as amended by that certain First Amendment to Restated Loan Agreement dated July 1, 2002, as amended by that certain Second Amendment to Restated Loan Agreement dated August 11, 2003, as amended by that certain Third Amendment to Restated Loan Agreement dated December 29, 2004, and as may be further amended or restated from time to time, referred to as the "Loan Agreement"; capitalized terms not defined herein shall have the meaning set forth in the Loan Agreement).

2. Secured Indebtedness. Article 2 of each of the Deeds of Trust is hereby amended in its entirety to read as follows:

2.1 This Deed of Trust is given to secure payment and performance of the following promissory notes, indebtedness, obligations and liabilities, to wit:

(a) The Commitment of Agent and Banks to make loans pursuant to the Loan Agreement to Gulf Coast, from time to time in amounts not to exceed, in the aggregate principal amount outstanding at any time, $75,000,000.00, together with any and all promissory notes at any time representing all or any part of the Commitment, any and all renewals, increases, refundings, substitutions, replacements, consolidations and/or extensions of or for any such promissory notes and without limiting the foregoing, including but not limited to, that certain Amended and Restated Revolving Note dated the 29th day of December, 2004, in the original principal amount of SEVENTY-FIVE MILLION AND NO/100 DOLLARS ($75,000,000.00), executed by Gulf Coast payable to the order of JPMorgan Chase Bank, N.A., bearing interest as provided in the Loan Agreement and containing usual and customary provisions for collection and attorneys' fees, and any and all renewals, increases, refundings, substitutions, replacements, consolidations, and/or extensions thereof or therefor, or any part thereof (the "Note");

(b) All indebtedness, obligations and liabilities of Grantor arising pursuant to the provisions of any loan agreement, including, without limitation, the Loan Documents, or any of them, whether now existing or hereafter arising, executed or to be executed between Grantor and Agent, Banks or any Bank, or any affiliate of any Bank, and all supplements, amendments, restatements, modifications and replacements thereof or therefor, together with any and all renewals, increases, refundings, substitutions, replacements, consolidations and/or extensions of or for any such indebtedness, obligations and liabilities, or any part thereof;

(c) All indebtedness, obligations and liabilities arising pursuant to the provisions of this Deed of Trust, and any and all other deeds of trust, mortgages, indentures, security agreements, pledge agreements, collateral mortgages,

collateral chattel mortgages, assignments, or other conveyances, whether now existing or hereafter arising, and all supplements, amendments, restatements, modifications and replacements thereof or therefor, executed or to be executed by Grantor or any guarantor of the Secured Indebtedness to or for the use and benefit of Agent, Banks or any Bank, or any affiliate of any Bank, together with any and all renewals, increases, refundings, substitutions, replacements, consolidations and/or extensions of or for any such indebtedness, obligations and liabilities, or any part thereof (hereinafter collectively referred to as the "Security Instruments");

(d) All loans and advances which Agent, Banks or any Bank, or any affiliate of any Bank, may hereafter make to Grantor, including, without limitation, any other debt or obligation secured hereby, this Deed of Trust shall also secure unpaid balances of advances heretofore and hereafter made with respect to the Mortgaged Properties, for the payment of taxes, assessments, insurance premiums or costs incurred for the protection of the Mortgaged Properties, and any and all renewals, increases, refundings, substitutions, replacements, consolidations and/or extensions of any and all such loans and advances, or any part thereof;

(e) Any and all obligations, contingent or otherwise, whether now existing or hereafter arising, of Grantor to Agent, Banks or any Bank, or any affiliate of any Bank, arising under or in connection with Rate Management Transactions (as hereinafter defined). For the purposes hereof, the term "Rate Management Transactions" means any transactions (including an agreement with respect thereto) now existing or hereafter entered into among Grantor with Agent, Banks or any Bank, or any affiliate of any Bank, which is a rate swap, basic swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, forward exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions) or any combination thereof, whether linked to one or more interest rates, foreign currencies, commodity prices, equity prices or other financial measures; and

(f) All other and additional debts, obligations and liabilities of every kind and character of Grantor, now existing or hereafter arising in favor of Agent, Banks or any Bank, or any affiliate of any Bank, regardless of whether such debts, obligations and liabilities are direct or indirect, primary or secondary, joint, several or joint and several, fixed or contingent, and regardless of whether such present or future debts, obligations and liabilities may, prior to their acquisition by Agent, Banks or any Bank, or any affiliate of any Bank, be or have been payable to, or be or have been in favor of, some other persons or have been acquired by Agent, Banks or any Bank, or any affiliate of any Bank, in a transaction with one other than Grantor, together with any and all renewals, increases, refundings, substitutions, replacements, consolidations and/or

extensions of or for any and all such debts, obligations, and liabilities, or any part thereof (it being contemplated that Agent, Banks or any Bank, or any affiliate of any Bank, may lend additional sums of money to Grantor from time to time, but shall not be obligated to do so, and that all such additional sums and loans shall be part of the "Secured Indebtedness" as hereinafter defined).

The term "Secured Indebtedness," as used herein, shall mean all of the indebtedness, obligations and liabilities described or referred to above in Subsections (a) through (f), inclusive, of this Section 2.1 and shall be prioritized as specified in the Loan Agreement. The term "holder", as used herein, shall mean the holder or holders of the Secured Indebtedness or any part thereof.

3. Security Agreement. Article 6 of each of the Deeds of Trust is hereby amended in its entirety to read as follows:

6.1 With respect to all personal property and fixtures comprising a part of the Mortgaged Properties, together with all proceeds and products thereof (hereinafter collectively referred to as the "Collateral"), this Deed of Trust shall likewise be a security agreement, and for a valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of further securing payment and performance of the Secured Indebtedness, Grantor hereby grants to Agent for the benefit of Banks a security interest in the Collateral including, without limitation, all rights now owned and at any time hereafter acquired by Grantor in all (a) Hydrocarbons and as-extracted collateral produced from or allocated to the Mortgaged Properties, (b) accounts, chattel paper and general intangibles arising in connection with the sale or other disposition of such production, or otherwise associated with the Mortgaged Properties, (c) equipment, inventory, materials, other personal property, and fixtures at any time used on or in connection with the Mortgaged Properties or in connection with such production, and (d) geological, geophysical, engineering, accounting, title, legal and other technical or business data concerning the Mortgaged Properties, and the Hydrocarbons which are in the possession of Grantor or in which Grantor can otherwise grant a security interest, and all books, files, records, seismic, magnetic media and other forms of recording or obtaining access to such data, together with all accessions, additions, proceeds, products, replacements, substitutions, and modifications to or for any of the foregoing.

6.2 Grantor hereby assigns to Agent for benefit of the Banks Grantor's security interests and liens and all other interests of Grantor arising pursuant to or perfected by any instrument to which Grantor is a party affecting real or immovable property in which Grantor is an interest owner by virtue of the first sale of Hydrocarbons produced from the Mortgaged Properties.

6.3 Grantor represents and warrants that, except as disclosed in the Loan Agreement, no financing statement covering the Collateral, or any part thereof, has been filed with any filing officer, and no other security interest now in force has attached or been perfected in the Collateral, or any part thereof.

6.4 This Deed of Trust shall be effective as a financing statement filed as a fixture filing with respect to all of the Collateral which is or will become fixtures related to the Lands and Leases and is to be filed for record as a financing statement in the Uniform Commercial Code records of a Wyoming county. Such of the Mortgaged Properties which constitute as-extracted collateral subject to Section 9-502(b) of the Uniform Commercial Code – Secured Transactions (and to similar provisions, if any, of the Uniform Commercial Code as enacted in any other state where the Mortgaged Properties are situated) are or will be financed at the wellhead or minehead of the well or mine located on the Lands described in Exhibit "A". This Deed of Trust shall also be effective as a financing statement covering such as-extracted collateral, and, where so permitted or required, is to be filed for record as such a financing statement in the real estate records for each county where a mortgage on the Mortgaged Properties would be filed or recorded. The above goods are or are to become fixtures on the Lands. The record owner of the real estate interests covered by this Deed of Trust is Grantor.

6.5 Grantor hereby authorizes Agent to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of Grantor at any time after the execution of this Deed of Trust.

4. Address. Section 7.3 of each of the Deeds of Trust is hereby amended in its entirety to read as follows:

7.3 For all purposes of this instrument, the address of JPMorgan Chase Bank, N.A., as Agent shall be: Mail Code IL1-0429, 21 South Clark Street, Chicago, Illinois 60670-0429, Attention: Syndication, with a copy to JPMorgan Chase Bank, N.A., 1717 Main Street, TXI-2448, Dallas, Texas 75201, Attention: Tom K. Martin, Associate Director; and the address of Grantor shall be: 8150 N. Central Expressway, Suite 400, Dallas, Texas 75206.

B. Miscellaneous.

1. Except as modified herein, the Deeds of Trust and other Loan Documents remain in full force and effect without modification thereto and are hereby ratified and affirmed.

2. This Amendment shall not constitute a novation or have the effect of discharging any liability or obligation evidenced by the Deeds of Trust or the other Loan Documents.

3. This Amendment shall be governed by, and construed in accordance with, the laws of the State of Texas; provided, however, that to the extent the mandatory provisions of the laws of another jurisdiction relating to (i) the perfection or the effect of perfection or non-perfection of the security interests in any of the Mortgaged Properties, (ii) the lien encumbrance or other interest in the Mortgaged Properties granted or conveyed by the Deeds of Trust or this Amendment, or (iii) the availability of and procedures relating to any remedy hereunder or related to the Deeds of Trust or this Amendment are required to be governed by such other jurisdiction's laws, such other laws shall be deemed to govern and control. The invalidity, illegality or unenforceability of any provision of this Amendment shall not affect or impair the

validity, legality or enforceability of the remainder of this Amendment, and to this end, the provisions of this Amendment are declared to be severable.

4. This Amendment shall be binding upon, and shall inure to the benefit of, Grantor and Agent, and their respective successors and assigns.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this instrument on the date of their respective acknowledgments, but effective December 29, 2004.

GRANTOR:

GULF COAST PACKAGE, LTD.,
a Texas limited partnership

By: Eland Energy, Inc.,
its general partner

By: _____
Name: Gregg Allen
Its: Vice President

ELAND ENERGY, INC.,
a Texas corporation

By: _____
Name: Gregg Allen
Its: Vice President

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me this 19th day of January, 2005, by Gregg Allen, Vice President of Eland Energy, Inc., a Texas corporation, the general partner of Gulf Coast Package, Ltd., a Texas limited partnership, on behalf of such partnership.

Christina Jane Geeslin
Notary Public, State of Texas

My Commission Expires:

6/10/2006

Christina Jane Geeslin
(Printed or Typed Name of Notary)

STATE OF TEXAS §
§
COUNTY OF DALLAS §

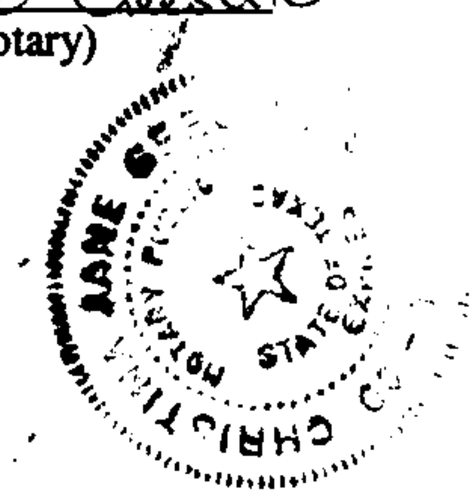
This instrument was acknowledged before me this 19th day of January, 2005, by Gregg Allen, Vice President of Eland Energy, Inc., a Texas corporation, on behalf of such corporation.

Christina Jane Geeslin
Notary Public, State of Texas

My Commission Expires:

6/10/2006

Christina Jane Geeslin
(Printed or Typed Name of Notary)



AGENT AND BANK:

JPMORGAN CHASE BANK, N.A.
(successor by merger to Bank One, N.A. (Illinois)),
a national banking association,
as a Bank and Agent

By: Tom K Martin
Name: Tom K. Martin
Title: Associate Director

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me this 25 day of January, 2005, by Tom K. Martin, Associate Director of JPMorgan Chase Bank, N.A. (successor by merger to Bank One, N.A. (Illinois)), a national banking association, on behalf of said national banking association, as Agent and as a Bank.

Ruth A. Sanchez
Notary Public, State of Texas

My Commission Expires:

_____

_____
(Printed or Typed Name of Notary)

RUTH A SANCHEZ
Notary Public, State of Texas
My Comm. Expires Feb. 29, 2008

[redacted] [redacted] [redacted]

SCHEDULE 1

Wyoming

1. Amended, Supplemented and Restated Deed of Trust, Mortgage, Security Agreement, Assignment of Production and Financing Statement, dated December 27, 1995, recorded in Book 1366 of Photos, Page 559, as file number 703770, on February 2, 1996, in the Records of Campbell County, Wyoming.

2. Deed of Trust, Security Agreement, Assignment of Production and Financing Statement, dated April 7, 1997, filed on January 14, 1998, File Number 727758, in Book 1462 of Photos, Pages 603-636, in the records of Campbell County, Wyoming.

3. Amended, Supplemented and Restated Deed of Trust, Mortgage, Security Agreement, Assignment of Production and Financing Statement, dated December 27, 1995, recorded in Book 1090 of Mortgages, Page 478, as file number 816417, on March 22, 1996, in the Records of Converse County, Wyoming.

4. Amended, Supplemented and Restated Deed of Trust, Mortgage, Security Agreement, Assignment of Production and Financing Statement, dated December 27, 1995, recorded in Book 103 Oil & Gas, Page 24, as file number 255785, on January 29, 1996, in the Records of Sublette County, Wyoming.

5. Amended, Supplemented and Restated Deed of Trust, Mortgage, Security Agreement, Assignment of Production and Financing Statement, dated December 27, 1995, recorded in Book 0873, Page 0146, as number 1209835, on March 18, 1996, in the Records of Sweetwater County, Wyoming.

6. Deed of Trust, Mortgage, Security Agreement, Assignment of Production and Financing Statement effective as of March 27, 2001, filed in the Records of Sweetwater County, Wyoming on April 10, 2001, as Receiving Number 1332254, in Book 0934, Pages 1675-1719.

EXHIBIT A

Prospect Name WY-210 - BIRD CANYON

State of WY County of SUBLETTE

Lease	Lessor	Lessee	Date Insp	Age	Sect	Description	Book	Page
WY-2087g**	ST WY 73 35783	IEBBY SHAFFER	09/02/73	28N	112W	36 S/2		
				28N	112W	36 N/2		NOI RECORDED
WY-21007**SF	BARNET JR ET UX, WILLIAM MEREDITH	ONT USA INC	11/21/92	28N	112W	26 NE/4SE/4 - ROAD ACCESS TO STATE J-1 WELL		NOI RECORDED
WY-21008**SF	USA WYW-80913	CITIES SERVICE CO	07/21.82	29N	111W	SECTIONS 27 & 34		
				28N	111W	SECTIONS 5,8,17-20,29,31 ACCESS ROAD TO STATE J #1		NOI RECORDED

Form 3000-3a
(November 1990)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

04 SEP -7 AM 9:00

RECEIVED
CHEYENNE, WYOMING

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT 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)

WY1354
FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

Lease Serial No.

WYW-114059

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)*
   Street
   City, State, ZIP Code

Production Consulting, LLC
P.O. Box 673
Pinedale, WY 82941

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* XX Oil and Gas ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* X X Operating Rights (sublease) Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 32 North, Range 111 West **Sec 33: SWNE** **Containing 40.00 acres more or less** **Sublette County, WY** **This assignment covers and is effective only as to the wellbore for the Cottonwood 32-33 located in T32N-R111W Sec 33: SWNE, Sublette County, Wyoming.**	**85%**	**85%**	**0%**		**OF RECORD**

309416

RECORDED Oct. 14 2004 at 9:45 A.M.
IN BOOK 129 Misc. PAGE 542
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING

FOR BLM USE ONLY-DO NOT WRITE BELOW THIS LINE

FOR ASSIGNEE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☑ Transfer approved effective OCT 0 1 2004

By /S/ Pamela J. Lewis (Authorized Officer) **Chief, Fluid Minerals Adjudication** (Title) NOV 0 2 2004 (Date)

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

PART B- CERTIFICATION AND REQUEST FOR APPROVAL

1 . The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2 . Transferee certifies as follows: (a) Transferee is a citizen of the United States: an association of such citizens, a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of' such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3 . Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 *CFR* 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not he less than one-fourth ('A) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 *CFR* 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this ____ day of July , 2004

Name of Transferor: **ULTRA RESOURCES INC.**

Transferor _____

or
Attorney-in-fact _____ (Signature)

(Signature)

304 Inverness Way South Englewood, CO 80112
(Transferor's Address)

(City) (State) (Zip Code)

Executed this ____ day of July , 2004

PRODUCTION CONSULTING, LLC.

Transferee _____ (Signature)

or
Attorney- i n-fact _____

(Signature)

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771). 18 and C Streets. N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

• U.S. GPO: 1990-573-016/26030

[redacted] [redacted] [redacted]

W41400

State of Wyoming
Oil and Gas Lease

Lease # **04-00529**
Parcel: **567**
Fund: **CS**

This indenture of lease entered into by and between the State of Wyoming, acting by and through its Board of Land Commissione as LESSOR, and the following as LESSEE:

ULTRA RESOURCES INC CORP

Section 1. PURPOSE. The LESSOR, in consideration of the rents and royalties to be paid and the covenants and agreements b kept and performed by the LESSEE, does hereby grant and lease to the LESSEE, the exclusive right to drill for, mine, extract, remove, and dispose of all the oil, gas and associated hydrocarbon substances and gaseous substances and elements produced therewith, including sulphur, hydrogen sulfide, sulphur dioxide, nitrogen, carbon dioxide and helium, which may be produced from following described land, to wit:

Desc: **N2NE:SENE:NW:S2**
Sec: **16** Township: **32** North Range: **110** West 6th P.M.
Acres: **600** County: **Sublette** Advanced Rental:**$ 600.00**

Together with the right of ingress and egress and the right to use so much of the surface of said lands as is necessary to constr and maintain thereupon all works, building, plants, waterways, roads, communication lines, pipe lines, reservoirs, tanks, pumping stations, or other facilities necessary to the proper conduct of operations there under.

Section 2. TERM OF LEASE. This lease shall become effective on the day and year set out below and shall remain in effect primary term of five (5) years and for so long thereafter as leased substances may be produced from the lands in paying quantitie This lease may also be extended beyond its primary term in the absence of production of leased substances as may be provided the statutes of the State of Wyoming and the regulations of the Board of Land Commissioners adopted pursuant thereto. Provide however, if drilling, completion, testing or reworking operations are being diligently conducted, either during the primary term or d any extension thereof, this lease shall continue in full force and effect so long as such operations are being conducted and so lon thereafter as oil or gas may be produced in paying quantities. This lease may be relinquished or terminated at an earlier date as herein provided.

Section 3. If the LESSOR owns an interest in oil and gas in said land less than the entire fee simple estate, then the royalties rentals to be paid LESSOR shall be reduced proportionately.

Section 4. LESSEE expressly represents that, if an individual, LESSEE is a citizen of the United States, or has declared an intention to become a citizen, and is over 19 years of age-and if a corporation, is duly qualified to transact business in Wyoming.

Section 5. This lease is issued under the authority conferred by Title 36, W.S. 1977 as to the State and School Lands, and Titl 11, W.S. 1977 as to Farm Loan lands, and shall be subject to, and operations by LESSEE hereunder shall be conducted in compliance with the specific lease terms set out on the reverse of this lease, and with all applicable state statutory requirements a the regulations issued thereunder, including those providing for: the leasing of State or Farm Loan Lands for oil and gas; the conservation of oil and gas; and the regulation of security transactions.

Section 6. HEIRS AND SUCCESSORS IN INTEREST. It is covenanted and agreed that each obligation hereunder shall exter to and be binding upon, and every benefit thereof shall inure to the heirs, executors, administrators, successors of, or assigns of t respective parties hereto.

Section 7. SOVEREIGN IMMUNITY. The State of Wyoming and the lessor do not waive sovereign immunity by entering into t lease, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute 1-39-104 (a all other state laws.

IN WITNESS WHEREOF, this lease has been executed by LESSOR and LESSEE to become effective on the 2nd day of Octob 2004 A.D.

LESSOR, STATE OF WYOMING, Acting by and through its Board of Land Commissioners.

By: Lynne Boomgaarden
Director, Office of State Lands and Investments

Ultra Resources, Inc.
LESSEE: Vicki Smaldone
Address: 304 Inverness Way South #295
City: Englewood State: Co. Zip: 80112
Phone (303) 645-9818
Signature Vicki Smaldone

309417

RECORDED Feb. 14 2005 9:00 AM
IN BOOK 129 Oil & G PAGE 549
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By L. Freeman

OIL AND GAS TERMS

Section 1. THE LESSEE AGREES:

(a) BOND. To furnish a bond with an approved corporate surety company authorized to transact business in the State of Wyoming, or such other surety as may be acceptable to the lessor, in the penal sum as required by the current rules of the State Board of Land Commissioners, conditioned upon the payment of all rentals and royalties according to the lease under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the rules and regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon where the lease covers lands the surface of which has been sold or otherwise leased. Such bond or bonds furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessor may decide upon commencement of drilling operations and after the discovery of oil or gas.

(b)PAYMENTS. To make all payments according hereunder to the Office of State Lands and Investments, 122 West 25th Street, Cheyenne, Wyoming 82002-0600.

(c)RENTALS. Prior to the discovery of oil or gas in paying quantities to pay the lessor in advance, beginning with the effective date hereof, an annual rental of $1.00 per acre or fraction thereof.

After the discovery of oil or gas in paying quantities to pay the lessor in advance beginning with the first day of the lease year succeeding the lease year in which actual discovery was made, an annual rental of $2.00 per acre or fraction thereof, unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year.

Annual rentals on all leases shall be payable in advance for the first year and each year thereafter. No notice of rental due shall be sent to the lessee. If the rental is not paid on or before the date it becomes due, notice of default will be sent to the lessee, and a penalty of $5.00 per acre for late payment will be assessed.

The lessee is not legally obligated to pay either the rental or the penalty, but if the rental and penalty are not paid within sixty (60) days after the notice of default has been received, the lease will terminate automatically by operation of law. Termination of the lease shall not relieve the lessee of any obligation incurred under the lease other than the obligation to pay rental or penalty. The lessee shall not be entitled to a credit on royalty due for any penalty paid for late payments of rental on an operating lease.

(d)ROYALTIES. The royalties to be paid by lessee are:

(i) On oil, one-sixth of that produced, saved, and sold from said land, the same to be delivered at the wells or to the credit of lessor into the pipe line to which the wells may be connected.

(ii) On gas, including casinghead gas or other hydrocarbon substances, produced from said land saved and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the well of one-sixth of the gas so sold or used, provided that on gas sold at the wells, the royalty shall be one-sixth of the amount realized from such sale.

(iii) On all other hydrocarbons of value and gaseous substances and elements produced or extracted, including sulphur, helium, sulphur, nitrogen, carbon dioxide, and helium, at such royalty as shall be mutually determined to be fair and reasonable.

(iv) For royalty purposes on gas and natural gasoline the value shall be as approved by the lessor, and in the determination of the value of natural gasoline the fair cost of extraction shall be considered as a deductible item; provided, however, that the allowance for the cost of extraction may exceed two-thirds of the amount or value only on approval of the lessor and in no event shall the price for gas, or natural gasoline, be less than that received by the United States of America for its royalties from the same field.

(v) Natural gas and oil actually used for operating purposes upon the land and, except as to the ultimate sale thereof, gas or liquid hydrocarbons returned to the sand for stimulating the production of oil or secondary recovery purposes shall be royalty free.

(e) DISPOSITION OF ROYALTY OIL AND GAS. To deliver to the lessor, or to such individual, firm or corporation as the lessor may designate, all royalty oil, gas, or other kindred hydrocarbons, free of charge on the premises where produced, or, at the option of the lessor, and in lieu of said royalties in kind, the lessee agrees to pay the lessor the field market price or value of all royalty oil, gas, or other kindred hydrocarbons produced and saved.

Where the lessor elects to take its royalty oil, gas, or other hydrocarbons in kind such as oil, gas, or other kindred hydrocarbons shall be good merchantable oil, gas, or other kindred hydrocarbons. The lessee shall if necessary furnish storage for royalty oil free of charge for thirty (30) days after the end of the calendar month in which the oil is produced, upon the leased premises, or at the such place as the lessor and the lessee may mutually agree upon, provided, that the lessee shall not be held liable for loss or destruction of royalty oil so stored from causes beyond his control.

The free storage of oil, as herein provided, shall apply only as long as the said oil is the property of the lessor.

(f) MEASUREMENTS OF PRODUCTION. To gauge, measure and correct for temperature all production from said lands in conformance with the rules and regulations adopted by the Board of Land Commissioners and report said production to the lessor in accordance therewith.

To keep books, records, and reports pertaining to the production from the land herein leased as well as those pertaining to the production from offset wells operated by the lessee, his operator, or sub-lessee on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

To furnish the lessor with original pipe line reports showing the day, month, year, amount, gravities, and temperatures of all oil run and with monthly reports showing the month, year, amount, and price of all gas and natural gas gravities and other products produced and sold from the land herein leased, and the amount of gas returned to the sand.

(g) MONTHLY PAYMENTS AND STATEMENTS. Unless the time of payment is otherwise extended by the Office of State Lands and Investments to make payment on or before the twentieth (20th) day of the calendar month succeeding the month of production and removal and sale of oil and gas from said land, and to furnish seven monthly statements therewith showing in detail the quantity and quality of the production (per well if required where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon contiguous land operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form or report prescribed by lessor.

(h) WELLS TO BE DRILLED. To drill and operate effectively all wells necessary to reasonably offset wells upon and production from adjoining lands.

To drill such additional wells at such times or places as are necessary and essential to the proper development and commercial production of the oil and gas content of said land.

(i)LOG OF WELLS AND REPORTS. To keep a log, in the form approved by the lessor, of each well drilled by the lessee on the lands herein leased, showing the strata and character of the formations, water sands and mineral deposits penetrated by the drill, amount of casing, size and where set, and such other information as the lessor may require which log or copy thereof shall be furnished to the lessor.

To file progress reports, in the form prescribed by the lessor, at the end of each thirty (30) day period while each well is being drilled.

To file annually, or at such times as the lessor may require, maps showing the development of the structure and the location of all wells, pipe lines and other works used in connection with the operations of the lessee upon said land.

To make such other reports pertaining to the production and operations by the lessee on said land, and report such other information as may be prescribed by the lessor on the wells, production or operations of others on lands on the same geologic structure that may be of importance in effecting proper development and operation of the lands herein leased, as may be called for by the lessor. All logs, maps, and reports shall be submitted in duplicate and the Office of State Lands and Investments may waive such reports as conditions may warrant.

(j)PRODUCTION. To operate the wells upon the land herein leased in a competent and efficient manner in an endeavor to recover all the oil and gas commercially possible from said land and to prevent the water drainage of the oil and gas thereunder by wells operated by the lessee or others on contiguous or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for [illegible] before the actual operation.

No production agreements limiting, restricting, providing[illegible] of oil or gas affecting the natural production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, or prorate the natural production from said lands in any way or in any event, except with the consent in writing of the lessor first had an obtained.

(k)SUSPENSION OF OPERATIONS. Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2.00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

(l)DILIGENCE-PREVENTION OF WASTE. To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless consent to suspend operations temporarily is granted by the lessor; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the prevention of waste of oil and gas, or the entrance of water to the oil or gas bearing sands or strata to the destruction or injury of such deposits, the preservation and conservation of the property for future productive operations and to the health and safety of workmen and employees; to plug securely in an approved manner any well before abandoning it, and not to abandon any well without permission of the lessor; not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to protect against drainage by wells drilled on lands adjoining less than 200 feet from the property lines thereof; to conduct all operations subject to the inspection of the lessor; to carry out at the lessee's expense all reasonable orders and requirements of the lessor relative to the prevention of waste and preservation of the property and the health and safety of workmen including the replanting and reseeding of drilling sites and other areas disturbed by drilling operations and on failure of the lessee so to do the lessor shall have the right, together with other accurate herein provided, to enter on the property to repair damage or prevent waste at the lessee's expense; to abide by and conform to valid applicable regulations prescribed to reimburse the owner of the surface, if other than the lessor, or lessee of grazing rights thereof for actual damages thereto and injury to improvements thereon, provided, that the lessee shall not be held responsible for acts of providence or actions beyond his control.

(m)TAXES AND WAGES-FREEDOM OF PURCHASE. To pay, when due all taxes lawfully assessed and levied under the laws of the State of Wyoming upon improvements, oil and gas produced from the land hereunder, or other rights, property or assets of the lessee, to accord all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in conformance with the laws of the State of Wyoming.

(n)ASSIGNMENTS OF LEASE-PRODUCTION AGREEMENTS. Not to assign this lease or any interest therein, nor sublet any portion of the leased premises, except with the consent in writing of the lessor first had and obtained.

All overriding royalties to be valid, must have the approval of the Board or by the Office of State Lands and Investments when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties where in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

(o)DELIVER PREMISES IN CASE OF FORFEITURE. To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or removal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

(a) The right to lease, sell, or otherwise dispose of the surface of the land embraced within this lease under existing laws or laws hereafter enacted, and in accordance with the rules of the Board of Land Commissioners insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

(b)The right to lease, sell, or otherwise dispose of other mineral or subsurface resources not covered by the lease, in accordance with the applicable laws and the rules of the Board of Land Commissioners.

(c)From the operation of this lease, the surface lands heretofore granted for rights-of-way and easements and reserves the right to grant such other rights-of-way and easements as provided by the statutes of the State of Wyoming, as long as such rights-of-way and easements do not conflict with the operations for oil and gas on the land herein leased.

(d)The right to refuse to commit the leased lands to a unit plan of development if the Board finds such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands a provided in Section 3(d)below.

(e)The right to alter or modify the quantity and rate of production to the end that waste may be eliminated or that production may conform to the lessee's fair share of allowable production under any system of State or National curtailment and proration authorized by law.

(f)In addition to its right to take its royalty gas in kind, the lessor reserves the right and option to purchase all other gas produced for sale or use off the leased lands. This option shall be exercised only if the Board finds that the lessee has received and is willing to accept a bona fide offer from a purchaser who intends to sell or transport the gas into interstate commerce and that one or more interstate purchasers (i.e., purchasers who will use, consume, or sell the gas for use or consumption entirely within the State of Wyoming) are willing and able to purchase the gas upon terms reasonably comparable to and at least as favorable to the lessee as those offered by the interstate purchaser. The Board shall refuse this option and permit an interstate sale if it finds that no interstate purchaser is willing and able to purchase the gas upon terms which are reasonably comparable to and at least as favorable to the lessee. As a condition to such waiver, a satisfactory agreement may be entered into by which the production of its royalty gas may be deferred until it can be produced and sold for consumption and use entirely within the State of Wyoming.

Section 3. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right subject to the provisions of Title 36, as to State and State School Lands, and Title 11, as to State Lease and Investments Board Lands, W.S. 1977, to remove any improvements owned by lessee within a reasonable time after the termination of this lease. Lessee agrees that any such improvements not removed within a reasonable time after termination of this lease shall be disposed of pursuant to the above statutes.

Section 4. FORFEITURE CLAUSE. The Board shall have the power and authority to cancel leases procured by fraud, deceit, or misrepresentations, or for the use of the lands for unlawful or illegal purposes, or for the violation of the covenants of the lease, upon proper proof thereof, in the event that the lessee shall default in the performance or observance of any of the terms, covenants, and stipulations hereof, or of the general regulations promulgated by the Board of Land Commissioners and in force on the date hereof, the lessor shall serve notice of such failure or default either by personal service or by certified or registered mail upon the lessee, and if such failure or default continues for a period of thirty (30) days after the service of such notice, then and in that event the lessor may, at its option, declare a forfeiture and cancel this lease, whereupon all rights and privileges, obtained by the lessee hereunder shall terminate and cease and the lessor may re-enter and take possession of said premises or any part thereof. These provisions shall not be construed to prevent the exercise by lessor any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause or forfeiture shall not prevent the cancellation and forfeiture of this lease by any other cause of forfeiture, or for the same cause occurring at any other time.

Section 5. RELINQUISHMENT AND SURRENDER. This lease may be relinquished and surrendered to lessor as to all or any legal subdivision of said lands as follows:

(a) If no operations have been conducted under the lease on the land to be relinquished, the lessee shall file with the State Land Board and State Loan and Investment Board, a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment so filed shall become effective on the date and hour of receipt thereof in the office of the Director or at some later date, if such be so specified by the lessee therein. If the said relinquishment fails to state that no operations have been conducted, the effective date of relinquishment shall be the date the relinquishment is approved by the Board.

(b) If operations have been conducted under the lease on land proposed to be relinquished, the lessee shall give sixty (60) days notice and shall file with the Director a written relinquishment or surrender duly acknowledged and stating therein that operations have been conducted on the land. The relinquishment shall not become effective until the land and the wells thereon shall have been placed in condition acceptable to lessor and shall have been approved by the State Oil and Gas Supervisor.

All rentals becoming due prior to a surrender or relinquishment becoming effective, shall be payable by lessee unless payment thereof shall be waived by lessor. A relinquishment having become effective there shall be no recourse by lessee and the lease as to the relinquished lands may not be reinstated.

2004 NOV 1 PM 12 29

STATE
LAND

[redacted] [redacted] [redacted]

AFFIDAVIT OF EASEMENT AND RIGHT-OF-WAY CENTERLINE DESCRIPTION

WILLIAMS FIELD SERVICES COMPANY, whose address is P.O. Box 21628, Tulsa, Oklahoma 74121, hereinafter referred to as "Affiant", is the Grantee of an Easement and Right-of-Way identified and described as follows:

Grantor: **JF Ranch**
Dated: **August 17, 2004**
Recorded: **Book 77 Misc. Page 694** **9-1-2004** **Sublette County, WY**

See attached centerline description

Affiant states that in accordance with Wyoming Statute Section 34.1-141 (1980) the description of the herein above Easement and Right-of-Way is the surveyed centerline description.

309418

RECORDED Feb 14 2005 9:05A M
IN BOOK 189 Or 4 PAGE 551
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

WILLIAMS FIELD SERVICE COMPANY

BY: Richard B. Pittenridge II
Richard B. Pittenridge
Authorized Agent

ACKNOWLEDGMENT

STATE OF WYOMING)
)
COUNTY OF SWEETWATER)

The foregoing instrument was acknowledged before me by Richard B. Pittenridge, Authorized Agent for Williams Field Service Company, this 18th day of January, 2004.

Witness my hand an official seal.

Mary M McGee
Notary Public in and for Sweetwater County, State of Wyoming

My Commission Expires:

2-17-05

MARY M. McGEE - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES 2-17-05

[redacted]
RECORDED 1/19/2005 AT 12:00 PM REC# 1431705 BK# 1018 PG# 0290
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 1 of 3

551

October 6, 2004

Williams Gas Processing

Big Piney Gathering System

Tip Top T23x-31g

Crossing a portion of Jf Ranch Property

Section 31, Township 28 North, Range 113 West, 6TH PM,

Sublette County, Wyoming

A strip of land 30 feet wide across a portion of Section 31, Township 28 North, Range 113 West, 6th PM, Sublette County, Wyoming, being 15 feet each side, measured at right angles from the following described survey line, which is the centerline of an existing 4 1/2 inch diameter pipeline:

Beginning at a point located in the Southwest quarter of the Northwest quarter of Section 31, said point bears North 9d46'27" East a distance of 3106.5 feet from the Southwest corner of said Section 31;

Thence North 56°48'40" East a distance of 35.4 feet;

Thence North 27°26'23" East a distance of 973.8 feet;

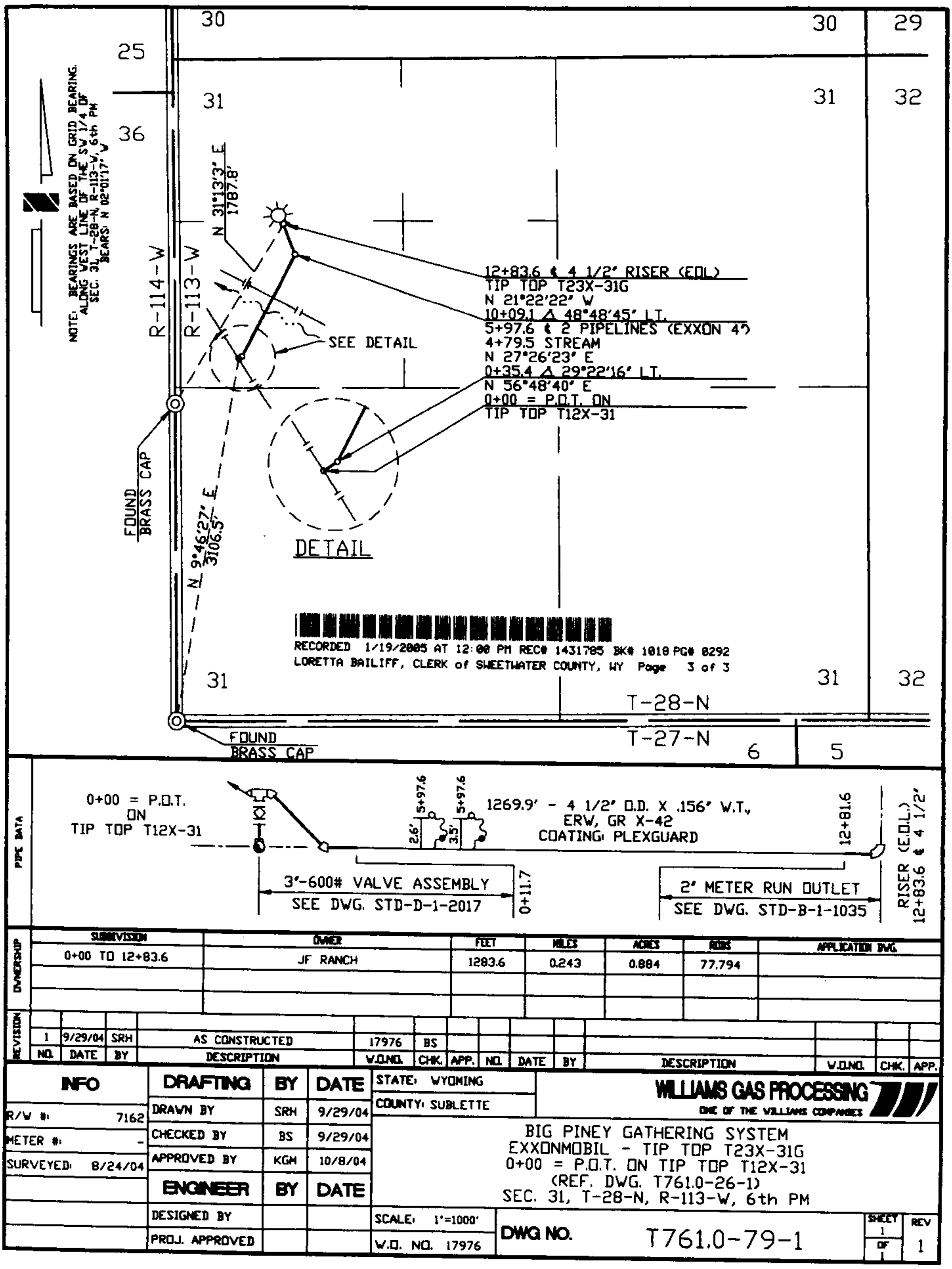
Thence North 21°22'22" West a distance of 274.4 feet to the end of the line at a point located in the Southwest quarter of the Northwest quarter of said Section 31: said point bears North 31d13'3" East a distance of 1787.8 feet from the West quarter corner of said Section 31.

The length of the above described survey line is 1283.6 feet, or 77.793 rods, or 0.243 miles.

Dwg. No. T761.0-79-1

R/W No. 7162

RECORDED 1/19/2005 AT 12:00 PM REC# 1431705 BK# 1018 PG# 0291
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 2 of 3



OWNERSHIP

SUBDIVISION	OWNER	FEET	MILES	ACRES	RODS	APPLICATION DWG.
0+00 TO 12+83.6	JF RANCH	1283.6	0.243	0.884	77.794	

REVISION

NO.	DATE	BY	DESCRIPTION	W.O.NO.	CHK.	APP.
1	9/29/04	SRH	AS CONSTRUCTED	17976	BS	

INFO		DRAFTING	BY	DATE
R/W #:	7162	DRAWN BY	SRH	9/29/04
METER #:	-	CHECKED BY	BS	9/29/04
SURVEYED:	8/24/04	APPROVED BY	KGM	10/8/04
		ENGINEER	BY	DATE
		DESIGNED BY		
		PROJ. APPROVED		

STATE: WYOMING
COUNTY: SUBLETTE

WILLIAMS GAS PROCESSING
ONE OF THE WILLIAMS COMPANIES

BIG PINEY GATHERING SYSTEM
EXXONMOBIL - TIP TOP T23X-31G
0+00 = P.O.T. ON TIP TOP T12X-31
(REF. DWG. T761.0-26-1)
SEC. 31, T-28-N, R-113-W, 6th PM

SCALE: 1"=1000'
W.O. NO. 17976

DWG NO. T761.0-79-1

SHEET 1 OF 1
REV 1

554

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

This ASSIGNMENT OF OVERRIDING ROYALTY INTEREST ("Assignment") has been executed and delivered on December 22nd, 2004, and the "Effective Date" shall be of December 22nd, 2004, at 12:01 a.m. local time in the jurisdiction in which the Properties are located ("Effective Time") from Mr. John P. Wold with an address at 307 Jersey Street, Denver Colorado 80220 and Mr. Peter I. Wold, with an address at 1615 Brookview, Casper, Wyoming 82604 ("Assignor"), to the assignees hereinafter indicated below ("Assignees").

FOR AND IN CONSIDERATION of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN, and SET OVER unto Assignees in proportions indicated, an overriding royalty, free and clear of all cost and expense of development and operation, in the amount of Twenty Five percent of one-hundred percent (25% of 100% or 1/4) of all of Assignor's overriding royalty of all oil, gas, casinghead gas, and other hydrocarbon substances, including coalbed methane, produced, saved and marketed from all horizons and from all lands described by State of Wyoming Lease # 90-00365 as all of Section 36, Township 29 North, Range 108 West of Sublette County, Wyoming, pursuant to the oil and gas leases (the "Leases") described therein, or any extensions, renewals, segregations, or substitutions of the Lease which are created using that certain Assignment of Overriding Royalty Interest from Wold Oil & Gas Company to Mr. John P. Wold and to Mr. Peter I. Wold, dated May 10th 2004 recorded in Sublette County, Wyoming at 8:15 AM, on August 18, 2004, in Book 128 O&G Page 508 as document number 306064 (Including but not limited to wells listed in Exhibit "A").

ASSIGNEE	PERCENTAGE OF ASSIGNOR'S OVERRIDING ROYALTY ASSIGNED
MAP0304, an Oklahoma general partnership c/o Mineral Acquisition Partners, Inc. 100 Park Avenue, Suite 1008 Oklahoma City, Oklahoma 73102 Tax ID. No.: 20-1263466	98%
Logan Minerals LLC 324 Garden Street Golden, CO 80403 E. ID. No.: 26-0086751	1.0%
Sigmund J. Rosenfeld 225 Dexter Street Denver, CO 80220	1.0%
TOTAL:	100%

309527

RECORDED Jul- 22 2015 9:00 AM
IN BOOK 129 O & G PAGE 554
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

TO HAVE AND TO HOLD the overriding royalty interest herein transferred and assigned unto Assignees, their successors and assigns, forever, subject only to the following terms and provisions:

1. The overriding royalty interest herein transferred is subject to all of the terms and provisions of the lease and instruments of record creating such interest.

2. 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 interest conveyed by such separate assignments are the same and not in addition to the interests herein conveyed.

3. This assignment is made without warranties of 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.

4. Regardless of the revenue or production date, Assignor shall be entitled to all revenues from the Properties received from checks, wire transfers or other payments dated prior to December 22nd, 2004. Conversely, Assignee shall be entitled to all revenues from the Properties received from checks, wire transfers or other payments dated on or after December 22nd, 2004.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment as of the date first above written, effective for all purposes as of the Effective Time.

ASSIGNOR

John P. Wold

Peter I. Wold

STATE OF COLORADO)
)ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 22nd day of December, 2004, by John P. Wold.

WITNESS my hand and seal.

My Commission Expires: 9/9/06

STATE OF COLORADO)
)ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 22nd day of December, 2004, by Peter I. Wold.

WITNESS my hand and seal.

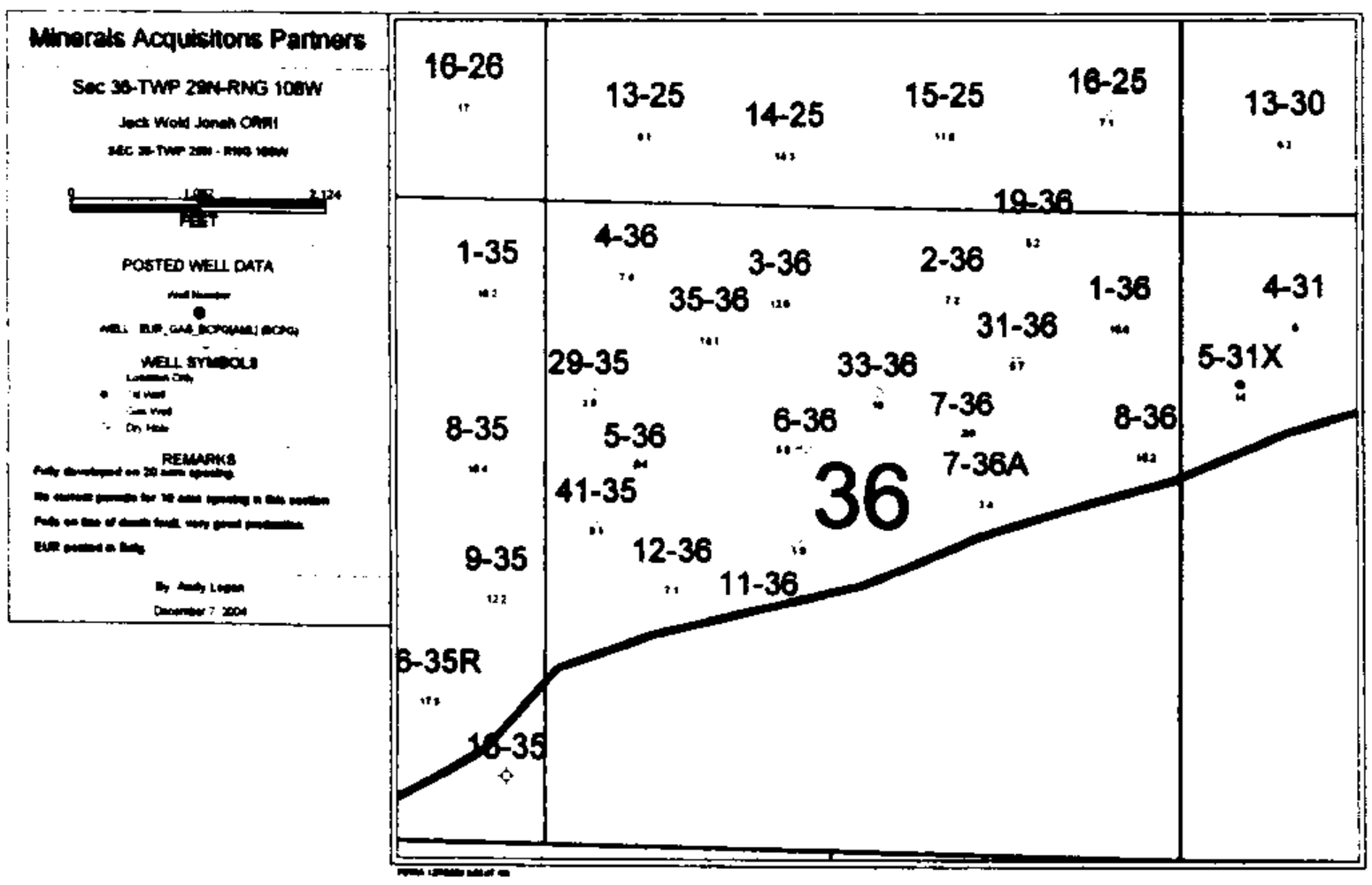
My Commission Expires: 9/9/06

Send recorded instrument to:
Mineral Acquisition Partners, Inc.
100 Park Ave., Ste. 1008
Oklahoma City, OK 73102-8009
Attention: Debbie Perkins

Exhibit "A" to Assignmnet of Overriding Royalty Interest From: John P. Wold and Peter I. Wold (seller) To: Logan Petroleum LLC et al (buyer) dated 12/10/2004: Description of lands and wells under which Seller owns an overriding royalty interest (ORRI).

State of Wyoming Lease #90-00365 Section 36, Township 29North, Range 108W, Sublette county, Wyoming including the following existing producing wells, and any additional wells that may be drilled which are attributable to the sellers ORRI. ORRI (%) below indicates actual interest that will be conveyed with this transaction, calculated as 25% of the interest conveyed to John P. and Peter I. Wold from Wold Oil & Gas Company.

LeaseName	API	Location	ORRI (%) (1/4 of interest assigned to John P. and Peter I. Wold)
STUD HORSE BUTTE # 1-36	49035224030000	(SW NE NE) S36-T29N-R108W	0.31875
STUD HORSE BUTTE # 2-36	49035215730000	(NW NE) S36-T29N-R108W	0.31875
STUD HORSE BUTTE # 3-36	49035225460000	(SW NE NW) S36-T29N-R108W	0.31875
STUD HORSE BUTTE # 4-36	49035214590000	(NW NW) S36-T29N-R108W	0.31875
STUD HORSE BUTTE # 5-36	49035220130000	(SW SW NW) S36-T29N-R108W	0.31875
STUD HORSE BUTTE # 6-36	49035215720000	(SE NW) S36-T29N-R108W	0.31875
STUD HORSE BUTTE # 7-36	49035218920100	(NW SW NE) S36-T29N-R108W	0.31875
STUD HORSE BUTTE # 7-36A	49035228180000	(SE SW NE) S36-T29N-R108W	0.31875
STUD HORSE BUTTE # 8-36	49035224040000	(NE SE NE) S36-T29N-R108W	0.31875
STUD HORSE BUTTE # 11-36	49035226460000	(NW NE SW) S36-T29N-R108W	0.31875
STUD HORSE BUTTE # 12-36	49035220640000	(NE NW SW) S36-T29N-R108W	0.31875
STUD HORSE BUTTE # 19-36	49035230360000	(NW NE) S36-T29N-R108W	0.159375
STUD HORSE BUTTE # 29-35	49035229710000	(NW SW NW) S36-T29N-R108W	0.159375
STUD HORSE BUTTE # 31-36	49035230370000	(NW NE) S36-T29N-R108W	0.31875
STUD HORSE BUTTE # 33-36	49035229690000	(SE NW) S36-T29N-R108W	0.31875
STUD HORSE BUTTE # 35-36	49035229700000	(NW NW) S36-T29N-R108W	0.31875
STUD HORSE BUTTE # 41-35	49035229720000	(SW SW NW) S36-T29N-R108W	0.159375



309600
309600

RECORDED Feb 24 2005 at 10:05 AM
IN BOOK 129 Misc PAGE 557
FEES $ 17.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Lyda Thatcher

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

CONVEYANCE
(Pinedale)

STATE OF WYOMING }
} KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF SUBLETTE }

This CONVEYANCE is dated to be effective as of February 1, 2005 for purposes of revenue distributions stemming from the properties listed herein (the "effective time"), and is by and between NOBLE ROYALTIES, INC., whose address is 13601 Preston Road, Suite 1008-W, Dallas, TX 75240 (hereinafter referred to as "Grantor"), and the following persons and in the following proportions listed below (hereinafter referred to as "Grantees"):

AVA NOBLE 13601 Preston Road, Suite 1008-W Dallas, TX 75240	16.7% of 1.00%
ANTHONY FORD NOBLE 13601 Preston Road, Suite 1008-W Dallas, TX 75240	16.6% of 1.00%
QUENTIN SCOTT NOBLE 13601 Preston Road, Suite 1008-W Dallas, TX 75240	16.7% of 1.00%
KEVIN BOSCAMP 4316 Echo Bluff Drive Plano, TX 75024	50.0% of 1.00%

WHEREAS, it is the intention of Grantor to convey to Grantees an undivided 1.00% of Grantor's interest in the properties listed on Exhibit "A" attached hereto and incorporated herein (hereinafter referred to as the "Interests"), in the proportions specified above,

Page 557
was not used

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, GRANTOR does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto GRANTEES an undivided 1.00% interest in and to the Interests, in the proportions specified above.

Notwithstanding anything contained herein to the contrary, GRANTOR and GRANTEES do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. GRANTOR HAS NOT MADE, AND GRANTOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND GRANTEES HEREBY EXPRESSLY WAIVE ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO GRANTEES BY OR ON BEHALF OF GRANTOR, (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, (g) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE QUANTITY, QUALITY, CONDITION, SIZE, WEIGHT, SERVICEABILITY OR ANY OTHER ASPECT OF THE WELLS, WELL BORE HOLES, FIXTURES, PERSONAL PROPERTY OR EQUIPMENT, IF ANY, WHICH COMPRISE THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER, AND (h) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH GRANTOR AND GRANTEES THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER, INCLUDING ALL WELLS, WELL BORE HOLES, FIXTURES, PERSONAL PROPERTY AND EQUIPMENT, IS HEREBY SOLD TO GRANTEES IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS GRANTEES ARE RELYING SOLELY UPON THEIR OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE GRANTEES WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS GRANTEES DEEM NECESSARY, ADVISABLE OR APPROPRIATE. GRANTOR AND GRANTEES AGREE THAT THIS PROVISION

HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. GRANTOR AND GRANTEES 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. 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 16th day of February, 2005, but shall be effective as of the Effective Time first above written.

NOBLE ROYALTIES, INC., Grantor

By: _____

Title: Pres/CEO

STATE OF Texas }
}
COUNTY OF Dallas }

This instrument was acknowledged before me on the 16th day of February, 2005, by A. Scott Noble, as President of Noble Royalties, Inc., and was done so specifically for the purposes herein set forth.

SEAL

PAULA BRUNSON NOTARY PUBLIC STATE OF TEXAS EXPIRES 03-23-2008

_____
Notary Public in and for State of Texas

My Commission Expires: 3/23/08

Exhibit "A" to that certain Conveyance dated February 14th, 2005, but effective as of February 1, 2005, by and between Noble Royalties, Inc., Grantor, and Ava Noble, Et al, Grantees

All right, title and interest acquired under Assignment dated effective as of November 1, 2003, which instrument was recorded in Book 127, Page 179 in the Oil and Gas Records of Sublette County, Wyoming, wherein Noble Royalties, Inc, was Assignor and Friends Investment Fund was Assignee.

[redacted] [redacted] [redacted]

309602

RECORDED Feb. 24 '05 4:00PM
IN BOOK 129 Qx9 PAGE 562
FEES $ 17.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

CONVEYANCE
(Pinedale Crest)

STATE OF WYOMING }
} KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF SUBLETTE }

This CONVEYANCE is dated to be effective as of February 1, 2005 for purposes of revenue distributions stemming from the properties listed herein (the "effective time"), and is by and between NOBLE ROYALTIES, INC., whose address is 13601 Preston Road, Suite 1008-W, Dallas, TX 75240 (hereinafter referred to as "Grantor"), and the following persons and in the following proportions listed below (hereinafter referred to as "Grantees"):

AVA NOBLE 13601 Preston Road, Suite 1008-W Dallas, TX 75240	16.7% of .00280528
ANTHONY FORD NOBLE 13601 Preston Road, Suite 1008-W Dallas, TX 75240	16.6% of .00280528
QUENTIN SCOTT NOBLE 13601 Preston Road, Suite 1008-W Dallas, TX 75240	16.7% of .00280528
KEVIN BOSCAMP 4316 Echo Bluff Drive Plano, TX 75024	50.0% of .00280528

WHEREAS, it is the intention of Grantor to convey to Grantees all of Grantor's right, title and interest in the properties listed on Exhibit "A" attached hereto and incorporated herein (hereinafter referred to as the "Interests"), in the proportions specified above,

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, GRANTOR does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto GRANTEES all of Grantor's right, title and interest in and to the Interests, in the proportions specified above.

Notwithstanding anything contained herein to the contrary, GRANTOR and GRANTEES do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. GRANTOR HAS NOT MADE, AND GRANTOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND GRANTEES HEREBY EXPRESSLY WAIVE ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO GRANTEES BY OR ON BEHALF OF GRANTOR, (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, (g) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE QUANTITY, QUALITY, CONDITION, SIZE, WEIGHT, SERVICEABILITY OR ANY OTHER ASPECT OF THE WELLS, WELL BORE HOLES, FIXTURES, PERSONAL PROPERTY OR EQUIPMENT, IF ANY, WHICH COMPRISE THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER, AND (h) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH GRANTOR AND GRANTEES THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER, INCLUDING ALL WELLS, WELL BORE HOLES, FIXTURES, PERSONAL PROPERTY AND EQUIPMENT, IS HEREBY SOLD TO GRANTEES IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS GRANTEES ARE RELYING SOLELY UPON THEIR OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE GRANTEES WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS GRANTEES DEEM NECESSARY, ADVISABLE OR APPROPRIATE. GRANTOR AND GRANTEES AGREE THAT THIS PROVISION

HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. GRANTOR AND GRANTEES 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. 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 16th day of February, 2005, but shall be effective as of the Effective Time first above written.

NOBLE ROYALTIES, INC., Grantor

By: _____

Title: President/CEO

STATE OF Texas }
COUNTY OF Dallas }

This instrument was acknowledged before me on the 16th day of February, 2005, by A. Scott Noble, as President of Noble Royalties, Inc., and was done so specifically for the purposes herein set forth.

SEAL

PAULA BRUNSON NOTARY PUBLIC STATE OF TEXAS EXPIRES 03-23-2008

_____
Notary Public in and for State of Texas

My Commission Expires: 3/23/08

Exhibit "A" to that certain Conveyance dated February 16th, 2005, but effective as of February 1, 2005, by and between Noble Royalties, Inc., Grantor, and Ava Noble, Et al, Grantees

All right, title and interest acquired under Assignment dated effective as of November 1, 2003, which instrument was recorded in Book 126, Page 181 in the Oil and Gas Records of Sublette County, Wyoming, wherein Noble Royalties, Inc, was Assignor and Friends Investment Fund was Assignee.

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.
WYW-160983

Lease Effective Date
(Anniversary Date)
September 1, 2004

New Serial No.

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **YATES DRILLING COMPANY 2.16%**
   Street 105 South Fourth Street
   City, State, ZIP Code Artesia, NM 88210

*If more than one assignee, check here [X] and list the name(s) and address(es) of all additional asignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* [X] Oil and Gas Lease, or [ ] Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* [X] Record Title, [ ] Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 107 West, 6th P.M. Section 30: Lots 1-4, E2, E2W2 Containing 626.56 acres, more or less Sublette County, Wyoming	100.00%	94.12%	5.88%	- 0 -	- 0 -

309639

RECORDED Jul. 28 -05 1:15PM
IN BOOK 129 Q+H PAGE 569
FEES $ 11.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
[signature]

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

[ ] Assignment approved for above described lands;

Assignment approved effective _____

[ ] Assignment approved for attached land description

[ ] Assignment approved for land description indicated on reverse of this form.

By _____ _____
(Authorized Officer) (Title) (Date)

(continued on page 2)

570

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.

ABO PETROLEUM CORPORATION	**2.19%**	**ENCANA OIL & GAS (USA), INC. 82.89**
MYCO INDUSTRIES, INC.	**2.16%**	950 Seventeenth St., Suite 2600
LOS CHICOS	**1.56%**	Denver, CO 80202
SHARBRO OIL LTD. CO.	**1.58%**	
SACRAMENTO PARTNERS LIMITED PARTNERSHIP	**1.55%**	
MARICO EXPLORATION, INC.	**0.03%**	

105 South Fourth Street
Artesia, NM 88210

Acknowledgment

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 20th day of December, 2004, by Randy G. Patterson, Attorney-in-Fact for Yates Petroleum Corporation, a New Mexico corporation, on behalf of said corporation.

OFFICIAL SEAL
Paula J. Baker
NOTARY PUBLIC-STATE OF NEW MEXICO

My commission expires: 8-12-05

Paula J. Baker
Notary Public

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.

2. Assignee certifies as follows: (a) Assignee is a citizen of the United 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, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 20th day of December, 20 04 Executed this _____ day of _____, 20 _____

Name of Assignor as shown on current lease **YATES PETROLEUM CORPORATION**
Please type or print

Assignor or Attorney-in-fact _____ (Signature)
By: _____
Randy G. Patterson, Attorney-in-Fact

105 South Fourth Street
(Assignor's Address)

Artesia NM 88210
(City) (State) (Zip Code)

Assignee or Attorney-in-fact _____ (Signature)
_____ (Signature)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (1004-0034), Bureau Information Collection Clearance Officer, (WO-630), 1849 C Street, N.W., Mail Stop 401 LS, 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.

[redacted] [redacted] [redacted]

ASSIGNMENT OF PROCEEDS FROM OIL & GAS WELLS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Doris McMurry Trustee of the Doris McMurry Revocable Trust, P.O. Box 50790, Casper, WY 82604 (hereinafter referred as Assignor), the owner of certain overriding royalty interests in the producing oil and gas lease, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer and set over unto Linda Slattery 3850 East 14th Street Unit V Casper, WY 82609 (hereinafter referred to as Assignee), all of her right, title and interest in and to the proceeds from the oil, gas and other hydrocarbons of whatever nature which are produced, saved and marketed from the following described oil and/or gas well in Sublette County, Wyoming, to-wit:

Riverside 13-3 ST (Shallow)
SW/4 SW/4 Section 3, T31N, R109W

This assignment is limited to Assignor's interest in the existing producing well listed above. It is not intended to include an interest in any subsequent offsetting wells or wells which may be drilled to deeper formations than those now producing in the existing wells. The interest conveyed is a well-bore interest, to the depth drilled, in the wells specifically described.

This assignment is made without warranty, expressed or implied.

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, her successors and assigns forever.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment as of this 25th day of February, 2004, to be effective as of the first day of Production, ~~200~~.

Doris McMurry, Trustee
Doris McMurry Revocable Trust

STATE OF Wyoming)
) SS
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 25th day of February, 2004, by Doris McMurry, Trustee of the Doris McMurry Revocable Trust.

Witness my hand and official seal.

JODI RAMSOUR Notary Public
County of Natrona State of Wyoming
My commission Expires October 7, 2007

Notary Public

My Commission Expires: 10-7-07

309641

RECORDED Feb. 28, 2005 1:15 PM
IN BOOK 120 4 PAGE 571
FEES $ 5.00 Clerk
SUBLETTE COUNTY PINEDALE, WYOMING
by L. Freeman

572

ASSIGNMENT OF PROCEEDS FROM OIL & GAS WELLS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, W.N. McMurry Trustee of the W.N. McMurry Revocable Trust, P.O. Box 50790, Casper, WY 82604 (hereinafter referred as Assignor), the owner of certain overriding royalty interests in the producing oil and gas lease, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer and set over unto Danny Wesley Guerttman 3541 E. 19th Street Casper, WY 82609 (hereinafter referred to as Assignee), all of his right, title and interest in and to the proceeds from the oil, gas and other hydrocarbons of whatever nature which are produced, saved and marketed from the following described oil and/or gas well in Sublette County, Wyoming, to-wit:

Stud Horse Butte 9-34
T29N, R108W
SECTION 34: NE SE

This assignment is limited to Assignor's interest in the existing producing well listed above. It is not intended to include an interest in any subsequent offsetting wells or wells which may be drilled to deeper formations than those now producing in the existing wells. The interest conveyed is a well-bore interest, to the depth drilled, in the wells specifically described.

This assignment is made without warranty, expressed or implied.

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, her successors and assigns forever.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment as of this 25th day of February, 2004, to be effective as of the first day of FEBRUARY, 2004.

W.N. McMurry, Trustee
W.N. McMurry Revocable Trust

STATE OF Wyoming)
) **SS**
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 25th day of February, 2004, by W.N. McMurry, Trustee of the W.N. McMurry Revocable Trust.

Witness my hand and official seal.

JODI RAMSOUR Notary Public
County of Natrona State of Wyoming
My commission Expires October 7, 2007

Notary Public

My Commission Expires: 10-7-07

309642

FILED: 2-28-05 1:15P
IN BOOK 129 OF R PAGE 572
FEE $ 8.00
SUBLETTE COUNTY CLERK, PINEDALE, WYOMING

[redacted] [redacted] [redacted]

RECORDED March 2005 8:15
IN BOOK 129 O & G PAGE 573
FEES $ 11.00 COUNTY CLERK
STATE OF COUNTY, SWEETWATER, WYOMING

309649

TERMINATION AND RELEASE OF MORTGAGES, LIENS AND SECURITY INTERESTS

THIS TERMINATION AND RELEASE OF MORTGAGES, LIENS AND SECURITY INTERESTS (this "Release"), dated as of December 22, 2004, is from BANK OF AMERICA, N.A. (successor to NationsBank, N.A., which was successor to Bank IV Oklahoma, N.A.), as collateral agent (the "Collateral Agent") for the Lenders (as defined in the Mortgages and Pledge Agreements referred to below).

WITNESSETH:

WHEREAS, by that certain Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of February 27, 1995 (the "1995 Mortgage"), from each of Samson Investment Company, a Nevada corporation ("Samson"), Samson Natural Gas Company (formerly Continental Drilling Company, Inc. and a/k/a Samson Exploration Company), an Oklahoma corporation ("Natural Gas"), Dyco Petroleum Corporation, a Minnesota corporation ("Dyco"), Samson Properties Incorporated, an Oklahoma corporation ("Properties"), Samson Hydrocarbons Company (formerly SNG Production Company, which was formerly Grace Petroleum Corporation), a Delaware corporation ("Production"), Samson Canada Ltd., an Alberta corporation ("Canada"), Samson-International, Ltd., an Oklahoma corporation ("International"), Samson Operating Company Limited Partnership, an Oklahoma limited partnership ("Operating"), Dyco 83 Corporation, an Oklahoma corporation ("Dyco 83"), Dyco 84 Corporation, an Oklahoma corporation ("Dyco 84"), Synergy Energy Company, an Oklahoma corporation ("Synergy"), Snyder Exploration Company, a Texas corporation ("Snyder"), Eason Services Company (formerly Eason Drilling Company, which was formerly Eason Oil Company), a Delaware corporation ("Eason"), and Geodyne Resources, Inc., a Delaware corporation ("Geodyne"); and together with Samson, Natural Gas, Dyco, Properties, Production, Canada, International, Operating, Dyco 83, Dyco 84, Synergy, Snyder, Eason, and Geodyne, (collectively, the "1995 Mortgagors"), to certain trustees named therein and Bank IV Oklahoma, N.A., each of the 1995 Mortgagors (i) granted, bargained, sold, mortgaged, warranted, assigned, transferred and conveyed unto the trustees named therein or their successors, as trustee for the Lenders, in trust, with power of sale for use and benefit of the Collateral Agent for the ratable benefit of the Lenders, all of such 1995 Mortgagor's right, title and interest in and to certain oil and gas properties and interests more particularly described in the 1995 Mortgage, (ii) granted, bargained, sold, mortgaged, warranted, assigned, transferred and conveyed unto the Collateral Agent for the ratable benefit of the Lenders a security interest in all of such 1995 Mortgagor's right, title and interest in and to certain personal properties interests appertaining thereto, and (iii) transferred, assigned, warranted and conveyed to the Collateral Agent for the pro rata and pari passu use and benefit of the Lenders the production (and proceeds thereof) from said oil and gas properties and interests; and

WHEREAS, the 1995 Mortgage was supplemented, amended and modified by that certain First Supplemental Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of January 6, 1999 (the "1999 Mortgage") from each of Samson, Samson Resources Company, an Oklahoma corporation ("Resources"), Dyco, Properties, Production, Canada, International, Samson 83 Corporation (formerly Dyco 83, "Samson 83"), Samson 84 Corporation (formerly Dyco 84, "Samson 84"), Samson Reservoir Production

[redacted]

Company (formerly Synergy, "Reservoir"), an Oklahoma corporation, Snyder, Eason, and Samson Lone Star Limited Partnership, a Texas limited partnership ("Lone Star"); and together with each of Samson, Resources, Dyco, Properties, Production, Canada, International, Samson 83, Samson 84, Reservoir, Snyder, Eason, and Lone Star, (collectively, the "1999 Mortgagors"), to certain trustees named therein and NationsBank, N.A. (successor to Bank IV Oklahoma, N.A), each of the 1999 Mortgagors (i) granted, bargained, sold, mortgaged, warranted, assigned, transferred and conveyed unto the trustees named therein or their successors, as trustee for the Lenders, in trust, with power of sale for use and benefit of the Collateral Agent for the ratable benefit of the Lenders, all of such 1999 Mortgagor's right, title and interest in and to certain oil and gas properties and interests more particularly described in the 1999 Mortgage, (ii) granted, bargained, sold, mortgaged, warranted, assigned, transferred and conveyed unto the Collateral Agent for the ratable benefit of the Lenders a security interest in all of such 1999 Mortgagor's right, title and interest in and to certain personal properties interests appertaining thereto, and (iii) transferred, assigned, warranted and conveyed to the Collateral Agent for the pro rata and pari passu use and benefit of the Lenders the production (and proceeds thereof) from said oil and gas properties and interests; and

WHEREAS, the 1995 Mortgage and the 1999 Mortgage have been recorded and filed, among other places, as set forth on Schedule I and Schedule II hereto, respectively; and

WHEREAS, by that certain Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of July 3, 2000 (the "2000 Mortgage"), from each of Samson, Resources, Dyco, Properties, Production, International, Snyder, Eason, and Lone Star (collectively, the "2000 Mortgagors"), to certain trustees named therein and Bank of America, N.A. (formerly known as NationsBank, N.A.), each of the 2000 Mortgagors (i) granted, bargained, sold, mortgaged, warranted, assigned, transferred and conveyed unto the trustees named therein or their successors, as trustee for the Lenders, in trust, with power of sale for use and benefit of the Collateral Agent for the ratable benefit of the Lenders, all of such 2000 Mortgagor's right, title and interest in and to certain oil and gas properties and interests more particularly described in the 2000 Mortgage, (ii) granted, bargained, sold, mortgaged, warranted, assigned, transferred and conveyed unto the Collateral Agent for the ratable benefit of the Lenders a security interest in all of such 2000 Mortgagor's right, title and interest in and to certain personal properties interests appertaining thereto, and (iii) transferred, assigned, warranted and conveyed to the Collateral Agent for the pro rata and pari passu use and benefit of the Lenders the production (and proceeds thereof) from said oil and gas properties and interests; and

WHEREAS, the 2000 Mortgage was supplemented, amended and modified by that certain First Amendment to Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of February 26, 2003 (the "2003A Mortgage") from each of Samson, Resources, Dyco, Properties, Production, International, Snyder, Eason, and Lone Star (collectively, the "2003A Mortgagors"), to certain trustees named therein and Bank of America, N.A., each of the 2003A Mortgagors (i) granted, bargained, sold, mortgaged, warranted, assigned, transferred and conveyed unto the trustees named therein or their successors, as trustee for the Lenders, in trust, with power of sale for use and benefit of the Collateral Agent for the ratable benefit of the Lenders, all of such 2003A Mortgagor's right, title and interest in and to certain oil and gas properties and interests more particularly described in the 2003A Mortgage,

(ii) granted, bargained, sold, mortgaged, warranted, assigned, transferred and conveyed unto the Collateral Agent for the ratable benefit of the Lenders a security interest in all of such 2003A Mortgagor's right, title and interest in and to certain personal properties interests appertaining thereto, and (iii) transferred, assigned, warranted and conveyed to the Collateral Agent for the pro rata and pari passu use and benefit of the Lenders the production (and proceeds thereof) from said oil and gas properties and interests; and

WHEREAS, the 2000 Mortgage was further supplemented, amended and modified by that certain Second Amendment and Supplement to Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of June 27, 2003 (the "2003B Mortgage") from each of Samson, Resources, Dyco, Properties, Production, International, Snyder, Eason, and Lone Star (collectively, the "2003B Mortgagors"), to certain trustees named therein and Bank of America, N.A., each of the 2003B Mortgagors (i) granted, bargained, sold, mortgaged, warranted, assigned, transferred and conveyed unto the trustees named therein or their successors, as trustee for the Lenders, in trust, with power of sale for use and benefit of the Collateral Agent for the ratable benefit of the Lenders, all of such 2003B Mortgagor's right, title and interest in and to certain oil and gas properties and interests more particularly described in the 2003B Mortgage, (ii) granted, bargained, sold, mortgaged, warranted, assigned, transferred and conveyed unto the Collateral Agent for the ratable benefit of the Lenders a security interest in all of such 2003B Mortgagor's right, title and interest in and to certain personal properties interests appertaining thereto, and (iii) transferred, assigned, warranted and conveyed to the Collateral Agent for the pro rata and pari passu use and benefit of the Lenders the production (and proceeds thereof) from said oil and gas properties and interests; and

WHEREAS, the 2000 Mortgage, the 2003A Mortgage and the 2003B Mortgage have been recorded and filed, among other places, as set forth on Schedule III, Schedule IV and Schedule V hereto, respectively; and

WHEREAS, the 1995 Mortgagors, the 1999 Mortgagors, the 2000 Mortgagors, the 2003A Mortgagors and the 2003B Mortgagors are collectively herein referred to as the "Mortgagors"; and

WHEREAS, the Mortgagors have requested that the Collateral Agent release the 1995 Mortgage, the 1999 Mortgage, the 2000 Mortgage, the 2003A Mortgage, the 2003B Mortgage (collectively, together with any other mortgage amendment or mortgage supplement with respect to any of the foregoing, the "Mortgages"), any and all liens and security interests of the Mortgages, the Pledge Agreements and any and all financing statements filed in connection therewith; and

WHEREAS, the Mortgage provides that any release of property from the lien and security interest of the Mortgage shall be effective upon execution thereof by the Collateral Agent without the joinder of any trustee or the Lenders; and

WHEREAS, (i) International executed and delivered that certain Pledge Agreement dated as of June 26, 2000, in favor of the Bank of America, N.A., as collateral agent, for the benefit of each of the Lenders (as defined therein) as security for the Senior Lender Obligations (as defined therein), as such Pledge Agreement was amended by that certain First Amendment to Pledge

Agreement dated as of June 28, 2001, and (ii) 3041774 Nova Scotia ULC executed and delivered that certain Pledge Agreement dated as of June 28, 2001, in favor of the Bank of America, N.A., as collateral agent for the benefit of each of the Lenders (as defined therein) as security for the Senior Lender Obligations (as defined therein) (collectively, the "Pledge Agreements"; and with respect to the Pledge Agreements, International and 3041774 Nova Scotia ULC herein, the "Pledgors"); and

WHEREAS, to perfect the security interests granted under the Pledge Agreements, the Collateral Agent filed the UCC financing statements described on Schedule VI in the filing jurisdictions referenced therein;

NOW, THEREFORE, in consideration of the payment of $1.00 and other good and valuable considerations, the receipt of which is hereby acknowledged:

1. The Collateral Agent, as collateral agent for the Lenders, as holders of the indebtedness secured by the Mortgages, hereby RELEASES, RELINQUISHES, QUITCLAIMS and DISCHARGES the Mortgaged Property (as defined in each applicable Mortgage) from the lien and security interest of the Mortgages and further hereby terminates the assignment of production and proceeds of production made in favor of the Collateral Agent for the benefit of the Lenders, without any representations, warranties or recourse whatsoever.

2. The Collateral Agent, as collateral agent for the Lenders, as holders of the indebtedness secured by the Pledge Agreements, hereby RELEASES, RELINQUISHES, QUITCLAIMS and DISCHARGES the Collateral (as defined in each applicable Pledge Agreement) from the security interest of the Pledge Agreements, without any representations, warranties or recourse whatsoever.

3. It is expressly understood that certain indemnification obligations and other obligations of each Mortgagor or Pledgor are, as provided in the applicable Mortgage or Pledge Agreement, to survive any release of the applicable Mortgage or Pledge Agreement, and that such obligations are not released, terminated or otherwise affected hereby.

4. This Release is executed in counterparts, all of which are identical except that, to facilitate recording of this Release in the States of Oklahoma, Wyoming and Utah, there may be attached to counterparts of this Release which are being recorded in such state copies of certain property descriptions with respect to which one or more of the Mortgages relates to facilitate the recordation of this Release in the tract filing indices of each such State. All such counterparts of this Release constitute one and the same instrument.

5. Reference is hereby made to the Mortgages and the Pledge Agreements and the recordation and filing thereof for all purposes in connection therewith. The Collateral Agent agrees to execute any and all documents or other instruments that may be reasonably necessary to effect the release of the liens and security interests related hereby upon request to do so from any Mortgagor or Pledgor (or any affiliate of a Mortgagor or Pledgor) and at such Mortgagor's or Pledgor's sole cost and expense.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

[redacted] [redacted] [redacted]

IN WITNESS WHEREOF, the Collateral Agent has caused to be executed and delivered this Release as of the date hereinabove first written.

SECURED PARTY

BANK OF AMERICA, N.A., as Collateral Agent

By: _____
Name: Michael D. Earl
Title: Senior Vice President

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BE IT REMEMBERED that I, Kellie A. Wilson, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 22nd day of December, 2004, there appeared before me severally each of the following person, being the designated officer of the corporation or association set opposite his name, and such corporation and association being a party to the foregoing instrument:

Michael D. Earl, Senior Vice President of Bank of America, N.A., a national banking association, whose address is 515 South Boulder, Tulsa, Oklahoma 74103.

ALABAMA
and
MISSISSIPPI

Before me on this day personally appeared the aforementioned person, whose name is signed to the foregoing conveyance in the capacity set forth opposite the name of such person above, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer with full authority, executed the same voluntarily for and as the act of said corporation or said association, as the case may be.

ARKANSAS

Before me on this day appeared in person the aforementioned person, to me personally well known, who stated that he held the office in the corporation or association set forth opposite his name above and was duly authorized in his capacity to execute the foregoing instrument for and in the name and on behalf of said corporation or association, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

CALIFORNIA	On this date before me personally appeared Michael D. Earl, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
COLORADO	The foregoing instrument was acknowledged before me this day by each such person on behalf of said corporation or association.
IDAHO	On this day before me personally appeared the aforementioned person known or identified to me to be the officer of the corporation or the association that executed the above instrument on behalf of said corporation or association and acknowledged to me that such corporation or association executed the same.
ILLINOIS	The foregoing instrument was acknowledged before me this day by said person as the designated officer of the corporation or association set opposite his name on behalf of said corporation or association.
INDIANA	Before me this day personally appeared the aforementioned persons who acknowledged the execution of the foregoing instrument.
KANSAS	This instrument was acknowledged to me on this day by each such person as the designated officer of the corporation or association set opposite his name, on behalf of said corporation or association.
KENTUCKY and MICHIGAN	The foregoing instrument was acknowledged before me this day by said person as the designated officer of the corporation or association set opposite his name on behalf of said corporation or association.
LOUISIANA	THUS DONE AND PASSED on the date of this notarial acknowledgment, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, duly commissioned and qualified in and for the State of Oklahoma, by the appearer named above acting in the capacity set forth opposite such appearer's name, being hereunto duly authorized, and who, after being duly sworn, did declare that the appearer executed this Release on behalf of the Collateral Agent for the purposes set forth herein, in my presence, who hereunto signed his name, together with said appearer and me, Notary, after due reading of the whole.
MONTANA	Before me personally appeared each such person, each of whom is known to me to be the officer of the corporation or association that executed the within instrument, and acknowledged to me that such corporation or association executed the same.

NEBRASKA and NEW MEXICO	The foregoing instrument was acknowledged before me this day by each such person as the designated officer of the corporation or association set opposite his name on behalf of said corporation or association.
NORTH DAKOTA	Before me personally appeared each such person, each of whom is known to me to be the officer of the corporation or association described in and that executed the within instrument, and acknowledged to me that such corporation or association executed the same.
OHIO	Before me personally appeared such person known to me to be the person who, as the officer of the corporation or association set opposite his name which executed the foregoing instrument, signed the same, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said corporation or association as such officer; that the same is their free act and deed as such officer, and the free and corporate act and deed of the corporation or association set opposite his name; that they were duly authorized thereunto by the board of directors of said corporation or association; and that the seal affixed to said instrument is the corporate seal of said corporation or association.
OKLAHOMA	Before me on this day personally appeared the aforementioned person, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument in the capacity set forth opposite the name of such person above, and each such person 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 the corporation or association set opposite his name for the uses and purposes therein set forth.
SOUTH DAKOTA	Before me personally appeared each such person, who acknowledged himself to be the designated officer of the corporation or association set opposite his name and that, as such designated officer being authorized so to do, he executed the foregoing instrument for the purposes therein contained, by signing the name of said corporation or association by himself as such designated officer.
TEXAS	This instrument was acknowledged before me on this day by each such person as the designated officer of the corporation or association set opposite his name, on behalf of said corporation or association set opposite his name.
UTAH	On this day personally appeared before me such person, who, being by me duly sworn, did say, that he is the designated officer of said corporation or association, and that said instrument was signed in behalf of said corporation or association by resolution of its Board of Directors, and said person acknowledged to me that said corporation, association or Trustee executed the same.

WYOMING

The foregoing instrument was acknowledged before me by the above individual on this day.

Witness my hand and official seal.

Notary Public
Residing at: Tulsa County, Oklahoma

Commission Number 02016201
Expiration: September 23, 2006

KELLIE A. WILSON
Notary Public. State of Oklahoma
Tulsa County
Commission # 02016201
My Commission Expires Sept. 23. 2006

[redacted] [redacted] [redacted]

The name and mailing address of the Collateral Agent and Secured Party is:

BANK OF AMERICA, N.A.

515 South Boulder Avenue
Tulsa, Oklahoma 74103

The mailing address for each of the Mortgagors is:

c/o Samson Investment Company
Two West Second Street
Samson Plaza, 21st Floor
Tulsa, Oklahoma 74103
Attention: Annabel M. Jones

This instrument was prepared by:

Tristan E. Propst, Esq.
Mayer Brown Rowe & Maw LLP
700 Louisiana
Suite 3600
Houston, Texas 77002

Schedule I

Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of February 27, 1995, from Samson Investment Company, Samson Natural Gas Company, Dyco Petroleum Corporation, Samson Properties Incorporated, Samson Hydrocarbons Company, Samson Canada, Ltd., Samson-International, Ltd., Samson Operating Company, Dyco 83 Corporation, Dyco 84 Corporation, Synergy Energy Company, Snyder Exploration Company, Eason Services Company, and Geodyne Resources, Inc., Mortgagors and Debtor, to each trustee named therein, and Bank IV Oklahoma, N.A., as Collateral Agent and Secured Party, was recorded and filed as follows:

JURISDICTION	STATE	RECORDING DATA	RECORDED DATE
Clarke	Alabama	Book No. 1016, Pg. 247	03/09/95
Lamar	Alabama	Book No. 338, Pg. 134	03/09/95
Pickens	Alabama	Book No. 74, Pg. 100	03/08/95
Columbia	Arkansas	Book No. 301, Pg. 18	03/08/95
Crawford	Arkansas	Instr. 95-005711, Book 95, Page 5711	03/08/95
Franklin	Arkansas	Book 211, Pg. 427	03/08/95
Johnson	Arkansas	Vol. 170, Pg. 1	04/24/95
Lafayette	Arkansas	Vol. N-30, Pg. 596	03/10/95
Logan	Arkansas	Instr. 489, Book ND 95-2, Pg. 651	03/08/95
Nevada	Arkansas	Vol. 460, Pg. 262	03/09/95
Sebastian	Arkansas	Book 605, Pg. 410	03/08/95
Kern	California	Document #0195041451	04/04/95
Adams	Colorado	Recept. No. C0057434, Book 4477, Pg. 0704	03/08/95
Bent	Colorado	Recpt. No. 1995 333	03/08/95
Moffat	Colorado	Recept. No. 358691, Pages 1-45	03/08/95
Rio Blanco	Colorado	Recept. No. 254141, Book 517, Pg. 364	03/08/95
Weld	Colorado	Recept. No. 2429454, Book 1482, Pg. 1126	03/09/95
Clark	Kansas	Book 85, Pg. 1	03/13/95
		UCC #95-12, BK. 29, Pg. S.	03/13/95
		UCC Fixture #95-13, Bk. 29, Pg. S	03/13/95
Meade	Kansas	Book 92, Pg. 319	03/10/95
		UCC Fixture #95-26	03/10/95
Sumner	Kansas	Book 454, Pg. 425	03/13/95
		Fixture #000189	03/13/95
Allen	Louisiana	File No. 375,433 Conv. Bk.349 Mtg. Bk. 211	03/10/95
Acadia	Louisiana	Conv. Bk. X-52, Pg. 540, Mtg. Bk. 504, Pg. 754	03/10/95

JURISDICTION	STATE	RECORDING DATA	RECORDED DATE
Bossier	Louisiana	Conv. Bk. 1075, Pg. 891 Mtg. Bk. 807, Pg. 467	03/10/95
Caldwell	Louisiana	Conv. Bk. 187, Pg. 513 Mtg. Bk. 150, Pg. 463 Oil & Gas Bk. 73, Pg. 803	03/13/95 03/13/95 03/13/95
Cameron	Louisiana	Conv. Bk. 811 Mtg. Bk. 207 File No. 239804	03/10/95
East Baton Rouge	Louisiana	Orig. 395, Bndl. 10580	03/13/95
Lafourche	Louisiana	Conv. Bk. 1235, Pg. 640, Mtg. Bk. 687, Pg. 540, Entry 778604	03/10/95
Lincoln	Louisiana	Conv. Bk. 913, Pg. 205, Mtg. Bk. 522, Pg. 77	03/10/95
Plaquemines	Louisiana	Conv. Bk. 856, Pg. 279, Mtg. Bk. 245, Pg. 201	03/10/95
Pointe Coupee	Louisiana	Conv. Bk. 395, Pg. 71, Mtg. Bk. 235, Pg. 144	03/10/95
Sabine	Louisiana	Conv. Bk. 601, Pg. 310, Mtg. Bk. 223, Pg. 129, File No. 337798	03/10/95
St. Landry	Louisiana	Conv. Bk. 921, Pg. 520, Mtg. Bk. 921, Pg. 521 Lease Bk. 551, Pg. 529	03/10/95
St. Mary	Louisiana	Conv. 37-T, Entry 248,149, Pg. 432, Mtg. 702, Entry 211,744, Pg. 581	03/10/95
Terrebonne	Louisiana	Conv. Bk. 1453, Mtg. Bk. 1008, Folio 674, Entry No. 952011	03/10/95
Alpena	Michigan	Liber 261, Pg. 760	03/08/95
Bay	Michigan	Liber, 1354, Pg. 851	03/09/95
Cheboygan	Michigan	Liber 625, Pg. 829	03/08/95
Crawford	Michigan	Liber 391, Pg. 135	03/08/95
Grand Traverse	Michigan	Liber 1042, Pg. 837	03/08/95
Kalkaska	Michigan	Liber 336, Pg. 953	03/08/95
Mecosta	Michigan	Liber 542, Pg. 1309	03/09/95
Montmorency	Michigan	(Mtg.) Liber 00112, Pg. 0032, (Deed) Liber 00358, Pg. 0470	03/09/95
Newaygo	Michigan	Liber 360, Pg. 9975	03/08/95
Oakland	Michigan	Liber 15303, Pg. 003	03/21/95
Ogemaw	Michigan	Liber 421, Pg. 619	03/17/95
Oscoda	Michigan	Liber 195, Pg. 1443	03/08/95
St. Clair	Michigan	Liber 1410, Pg. 26	03/08/95
Clay	Mississippi	File No. 95-271, Book 227/60, Pg. 11/517	03/10/95
Greene	Mississippi	Book 167, Pg. 277	03/08/95
Jefferson Davis	Mississippi	Book 449, Pg 656	2/23/99
Monroe	Mississippi	Book 15-Y, Pg. 224	03/10/95
Rankin	Mississippi	Book 1031, Pg. 124	03/8/95
Walthall	Mississippi	Book 257, Pg 561	2/16/99
Wayne	Mississippi	Book 855, Pg. 525	03/08/95
Musselshell	Montana	Book 350, Pg. 539	03/09/95
Richland	Montana	Book B145, Pg. 774	03/08/95

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JURISDICTION	STATE	RECORDING DATA	RECORDED DATE
Rosebud	Montana	Book 84, Pg. 303	03/08/95
Sheridan	Montana	Instr. No. 441625, Film 578, Ex 332 (1/6)	03/08/95
Billings	North Dakota	Vol. 081, Pg. 547	03/08/95
Golden Valley	North Dakota	Doc. No. 83349	03/08/95
McKenzie	North Dakota	Doc. No. 321836	03/08/95
Renville	North Dakota	Book 156, Pg. 581	03/08/95
Williams	North Dakota	Doc. No. 558899	03/08/95
Eddy	New Mexico	Book 213, Pg. 244	03/08/95
Lea	New Mexico	Book 626, Pg. 172	03/08/95
Alfalfa	Oklahoma	Book 510, Pg. 755	03/08/95
Beaver	Oklahoma	Book 942, Pg. 322	03/08/95
Beckham	Oklahoma	Book 1408, Pg. 148	03/08/95
Blaine	Oklahoma	Book 695, Pg. 641	03/08/95
Caddo	Oklahoma	Book 1961, Pg. 46	03/08/95
Canadian	Oklahoma	Book 1923, Pg. 278	03/08/95
Carter	Oklahoma	Book 1970, Pg. 1	03/08/95
Cimarron	Oklahoma	Book 290, Pg. 298	03/08/95
Cleveland	Oklahoma	Book 2620, Pg.798	03/08/95
Coal	Oklahoma	Book 548, Pg.483	03/08/95
Comanche	Oklahoma	Book 2516, Pg. 36	03/08/95
Custer	Oklahoma	Book 943, Pg. 42	03/08/95
Dewey	Oklahoma	Book 1025, Pg. 152	03/08/95
Ellis	Oklahoma	Book 581, Pg. 427	03/08/95
Garfield	Oklahoma	Book 1284, Pg. 843	03/08/95
Garvin	Oklahoma	Book 1413, Pg. 151	03/08/95
Grady	Oklahoma	Book 2769, Pg. 354	03/08/95
Harper	Oklahoma	Book 504, Pg. 472	03/08/95
Haskell	Oklahoma	Book 531, Pg. 252	03/09/95
Kingfisher	Oklahoma	Book 1438, Pg. 229	03/08/95
Latimer	Oklahoma	Book 462, Pg. 730	03/08/95
LeFlore	Oklahoma	Book 1141, Pg. 511	03/08/95
Logan	Oklahoma	Book 1356, Pg. 615	03/08/95
Love	Oklahoma	Book 474, Pg. 638	03/08/95
Major	Oklahoma	Book 1379, Pg. 351	03/08/95
McClain	Oklahoma	Book 1392, Pg. 934	03/08/95
Noble	Oklahoma	Vol. 478, Pg. 547	03/08/95
Oklahoma	Oklahoma	Book 6717, Pg. 1959	03/08/95
Pittsburg	Oklahoma	Book 842, Pg. 282	03/08/95
Pontotoc	Oklahoma	Book 1444, Pg. 1	03/08/95
Roger Mills	Oklahoma	Book 1458, Pg. 94	03/09/95
Sequoyah	Oklahoma	Book 762, Pg. 661	03/08/95
Stephens	Oklahoma	Book 1945, Pg. 653	03/08/95
Texas	Oklahoma	Book 903, Pg. 499	03/08/95
Washita	Oklahoma	Book 819, Pg. 593	03/08/95
Woods	Oklahoma	Book 790, Pg. 351	03/08/95
Woodward	Oklahoma	Book 1441, Pg. 171	03/09/95
Harding	South Dakota	Oil & Gas Book 86, Pg. 5	03/08/95

JURISDICTION	STATE	RECORDING DATA	RECORDED DATE
Andrews	Texas	File No. 950844, Vol. 202, Pg. 405	03/09/95
Aransas	Texas	File No. 199561	03/15/95
Borden	Texas	Vol. 80, Pg. 233	03/14/95
Brazoria	Texas	Instr. No. 95-007555	03/08/95
Brazos	Texas	File No. 575314, Vol. 2309, Pg. 293	03/09/95
Calhoun	Texas	File No. 38927, Vol. 139, Pg. 406	03/08/95
Camp	Texas	File No. 19,836, Vol. 38, Pg. 667	03/08/95
Chambers	Texas	Instr. No. 95-260308	03/08/95
Cherokee	Texas	File No. 436631, Bk. 1266, Pg. 119	03/08/95
Coke	Texas	File No. 18972, Vol. 57, Pg. 34	03/08/95
Colorado	Texas	File No. 35866, Vol. 153, Pg. 450	03/08/95
Crockett	Texas	File No. 129114 Vol. 565, Pg 556	2/8/95
Duval	Texas	File No. 052328, Vol. 185, Pg. 151	03/08/95
Ector	Texas	File No. 3333, Vol. 1225, Pg. 98	03/08/95
Freestone	Texas	File No. 1018, Vol. 952, Pg. 381	03/08/95
Gaines	Texas	File No. 1213, Vol. 206, Pg. 274	03/08/95
Galveston	Texas	Instr. No. 9508975	03/14/95
Glasscock	Texas	File No. 3231, Vol. 85, Pg. 297	03/08/95
Goliad	Texas	File No. 80053, Vol. 36, Pg. 215	03/10/95
Grayson	Texas	File No. 0053825, Vol 2749, Pg 873	2/3/99
Gregg	Texas	File No. 5062, Vol. 2796, Pg. 364	03/14/95
Hansford	Texas	File No. 49378, Vol. 230,Pg. 313	03/08/95
Hardin	Texas	File No. 46646, Vol. 1040 Pg. 794	03/08/95
Harrison	Texas	File No. 1944, Vol. 1382, Pg. 694	03/10/95
Hemphill	Texas	File No. 19045, Vol. 166, Pg. 136	03/08/95
Hidalgo	Texas	Doc. No. 439799	n/a
Hockley	Texas	File No. 95-1008, Vol. 559, Pg. 131	03/08/95
Houston	Texas	File No. R0000740, Vol. 1034, Pg. 190	03/09/95
Hutchinson	Texas	File No. 271990, Vol. 737, Pg. 66	03/08/95
Jack	Texas	Vol. 140, Pg. 615	03/08/95
Kent	Texas	File No. 250, Vol. 54, Pg. 713	03/08/95
King	Texas	File No. 95-075, Vol. 51, Pg. 850	03/10/95
Knox	Texas	Vol. 82, Pg. 778	03/09/95
Leon	Texas	File No. 250704, Vol. 898, Pg. 662	03/16/95
Liberty	Texas	File No. 2396, Vol. 1557, Pg. 1	03/10/95
Lipscomb	Texas	Vol. 351, Pg. 63	03/09/95
Live Oak	Texas	Vol. 317, Pg. 458	03/08/95
Madison	Texas	File No. 13326, Vol. 423, Pg. 236	03/13/95
Martin	Texas	File No. 375, Vol. 51, Pg. 150	03/09/95
Moore	Texas	File No. 118271, Vol. 456, Pg. 498	03/08/95
Nacogdoches	Texas	File No. 1403, Vol. 911, Pg. 544	03/08/95
Nolan	Texas	File No. 507, Vol. 322, Pg. 28	03/08/95
Nueces	Texas	Doc. No. 952963	03/08/95
Ochiltree	Texas	46232, Vol. 532, Pg. 484	03/08/95
Panola	Texas	File No. 27052, Vol. 945, Pg. 488	03/08/95
Pecos	Texas	42204, Vol. 277, Pg. 553	03/09/95
Polk	Texas	1679, Vol. 963, Pg. 97	03/08/95
Reeves	Texas	File No. 000470, Vol. 547, Pg. 755	03/10/95
Roberts	Texas	File No. 025999,Vol. 85, Pg. 344	03/08/95
Rusk	Texas	File No. 66761, Vol. 1905, Pg. 90	03/08/95
San Patricio	Texas	File No. 430021, Pg. 415997	03/08/95

JURISDICTION	STATE	RECORDING DATA	RECORDED DATE
Scurry	Texas	File No. 95-0748, Vol. 299, Pg. 539	03/09/95
Sherman	Texas	File No. 003724, Vol. 306, Pg. 144	03/09/95
Starr	Texas	File No. 175531, Vol. 716, Pg. 9	03/08/95
Sterling	Texas	File No. 6197, Vol. 61, Pg. 670	03/09/95
Sutton	Texas	File No. 40343, Vol. 277, Pg. 149	03/14/95
Terry	Texas	File No. 200697, Vol. 583, Pg. 78	03/14/95
Upton	Texas	File No. 114589, Vol. 631, Pg. 631	03/08/95
Van Zandt	Texas	File No. 1789, Vol. 1338, Pg. 762	03/08/95
Ward	Texas	File No. 534, Book No. 179, Pg. 68	03/09/95
Webb	Texas	File No. 541644, Vol. 295, Pg. 715	03/08/95
Wheeler	Texas	Vol 101, Pg. 556	03/08/95
Wilbarger	Texas	File No. 66773, Vol. 463, Pg. 494	03/08/95
Wood	Texas	File No. 64339, Vol. 1427, Pg. 787	03/08/95
Yoakum	Texas	File No. 198410, Vol. 139, Pg. 80	03/08/95
Duchesne	Utah	Entry No. 305015, Book A-248, Pg. 14	03/08/95
Grand	Utah	Entry No. 433419, Book 473, Pg. 133	03/09/95
Uintah	Utah	Entry No. 95001341, Book 591, Pg. 823	03/10/95
Campbell	Wyoming	File No. 694350, Book 1327, Pg. 504	03/15/95
Converse	Wyoming	File No. 802294, Book 1071, Pg. 423	03/08/95
Crook	Wyoming	File No. 516420, Book 334, Pg. 239	03/08/95
Freemont	Wyoming	Doc. No. 1161430, Book 676, Pg. 308	03/08/95
Johnson	Wyoming	File No. 27679, Book 260, Pg. 423	03/08/95
Subliette	Wyoming	File No. 251337, Book 101, Pg. 111	03/08/95
Washakie	Wyoming	File No. 444015, Book 68, Pg. 1396	03/08/95

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Schedule II

First Supplemental Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement from Samson Investment Company, Samson Resources Company, Dyco Petroleum Corporation, Samson Properties Incorporated, Samson Hydrocarbons Company, Samson Canada, Ltd., Samson-International, Ltd., Samson 83 Corporation, formerly known as Dyco 83 Corporation, Samson 84 Corporation, formerly known as Dyco 84 Corporation, Samson Reservoir Production Company, formerly known as Synergy Energy Company, Snyder Exploration Company, Eason Drilling & Services Company, and Samson Lone Star Limited Partnership to the trustees named therein, as trustee and NationsBank, N.A. (successor to Bank IV Oklahoma, N.A.), as Collateral Agent and Secured Party, dated as of January 6, 1999, filed as follows:

JURISDICTION	STATE	RECORDING DATA	RECORDED DATE
Lamar	Alabama	Bk. 376, Pg. 78	3/15/99
Columbia	Arkansas	Book 328, Page 509	2/8/99
Crawford	Arkansas	Book 99, Pg. 4836	2/8/99
Franklin	Arkansas	Mtg. Record, Book 37, Page 213	2/10/99
Johnson	Arkansas	Book 225, Pg. 1	2/8/99
Lafayette	Arkansas	Book B-34, Page 730	2/8/99
Logan	Arkansas	Book ND 99-2, Pg. 191	2/8/99
Nevada	Arkansas	Book 485, Page 152	2/8/99
Sebastian	Arkansas	Book 676, Pg. 096	2/5/99
Kern	California	Document #019903384	3/9/99
Glenn	California	2001-3355; Pg. 1-38	6/11/01
Adams	Colorado	Book 5644, Pg 0704	2/11/99
Bent	Colorado	Receipt #19990189; Book 5644, Page 0704-0725	2/12/99
Moffat	Colorado	Receipt #1999L, Page 1-22	2/12/99
Rio Blanco	Colorado	Receipt #264122, Book 543, Page 621	2/16/99
Weld	Colorado	Receipt #2672832, Pg. 1-22	2/11/99
Clark	Kansas	UCC Fixture #95-13, Book 29, Page S UCC #95-12, Book 29, Page S Book 89, Pg. 183	5/3/99
Meade	Kansas	Book 100, Pg. 695 UCC Fixture #99-42	4/22/99 4/22/99
Sumner	Kansas	Book 521, Pg. 157	2/16/99
Allen	Louisiana	File #398, 004 Mtg. Book 240	2/18/99
Acadia	Louisiana	Mortg. Bk. 560, Pg. 640 Conv. Bk. 156, Pg. 424; File #657845	2/17/99
Bossier	Louisiana	Conv. Bk. 1176 Mortg. Bk. 960 File #673264	2/18/99
Calcasieu	Louisiana	File #2440746	2/23/99

JURISDICTION	STATE	RECORDING DATA	RECORDED DATE
Caldwell	Louisiana	Conv. Bk. 202, Pg. 377 Mtg. Bk. 166 Pg. 790 Oil & Gas Bk. 75, Pg. 533	2/17/99
Cameron	Louisiana	File #258887 Conv. Bk. 891 Mtg. Bk. 238	2/19/99
East Baton Rouge	Louisiana	Orig. 576, Bndl 10983	2/25/99
Jackson	Louisiana	Mortg. Book 184, Pg. 341; File #328693	2/16/99
Lafourche	Louisiana	Mtg. Book 804, Folio 220 Entry #848546 Conv. Bk. 1379, Folio 167, Entry #848723	3/1/99 3/3/99
Lincoln	Louisiana	Conv. Bk. 1049, Pg. 291 Mortg. Book 668, Pg. 282; File #010597	2/17/99
Plaquemines	Louisiana	M.O.B. 287, Folio 629 COB 944, Folio 121	2/22/99
Pointe Coupee	Louisiana	M.O.B. 268, Pg. 102 COB 451, Pg. 62	2/17/99
Sabine	Louisiana	Registry #358732 Book 532/254	2/22/99
St. Landry	Louisiana	Instrument #839064, Mortg Bk. #1001, Pg. 448, Lease Bk. 574, Pg. 412	2/17/99
St. Mary	Louisiana	COB 42-D, Entry 264, 859, Pg. 521 MOB 806, Entry 232, 728, Pg. 196	2/25/99
Terrebonne	Louisiana	Mortg. Bk. 1211 File #1039767	2/17/99
Washington	Louisiana	Instrument #208988, Mtg. 588, Pg. 1 Instrument #208989, Mtg. Bk. 535, Pg. 44	2/17/99
Alpena	Michigan	Liber 377, Pg. 964	2/8/99
Bay	Michigan	Liber 1599, Pg. 933	3/24/99
Cheboygan	Michigan	Liber 715, Pg. 734	2/8/99
Crawford	Michigan	Liber 474, Pg. 548	2/18/99
Grand Traverse	Michigan	Liber 13-3, Pg. 41; File #249235	2/17/99
Kalkaska	Michigan	File #3012756	2/10/99
Mecosta	Michigan	Liber 610, Pg. 263	2/8/99
Montmorency	Michigan	Liber 149, Pg. 362	2/8/99
Newaygo	Michigan	Liber 374, Page 4860	4/12/99
Oakland	Michigan	Liber 21128, Page 684	2/23/00
Ogemaw	Michigan	File #31097	2/11/99
Oscoda	Michigan	Liber 199, Pg. 2287	3/19/99
St. Clair	Michigan	Liber 1859, Pg. 417	2/9/99
Clay	Mississippi	Book 266, Pg. 400	2/16/99
Greene	Mississippi	Book 195, Page 496	2/17/99
Jasper	Mississippi	Book 152, Page 277	2/16/99
Jefferson Davis	Mississippi	Book 449, Page 707; File #656	2/22/99
Jones	Mississippi	Record 1190, Pg. 33	2/17/99
Lamar	Mississippi	Book 525, Pg. 275	2/16/99

JURISDICTION	STATE	RECORDING DATA	RECORDED DATE
Marian	Mississippi	Book 1279, Pg. 699	2/18/99
Monroe	Mississippi	Book 19-K, Pg. 178	2/16/99
Perry	Mississippi	Book 148, Page 288	2/18/99
Rankin	Mississippi	Book 1386, Page 171	2/16/99
Walthall	Mississippi	Book 257, Pg. 540	2/16/99
Wayne	Mississippi	DT, Book 973, Pg. 410	2/17/99
Musselshell	Montana	Book 366, Page 559	2/16/99
Richland	Montana	Book B159, Page 314	2/16/99
Roosevelt	Montana	Book 595, Page 91	2/16/99
Rosebud	Montana	Book 91, Page 312; File #85399	2/16/99
Sheridan	Montana	Instr. #451808, Film 592, Exp. 1507	3/16/99
Billings	North Dakota	Book 86, Pg. 679	2/16/99
Golden Valley	North Dakota	Doc. #86743	2/16/99
McKenzie	North Dakota	Doc. #334275	2/17/99
Renville	North Dakota	Book 160, Pg. 680	2/16/99
Williams	North Dakota	Doc. #584034	2/17/99
Eddy	New Mexico	Book 343, Page 642; Reception 991744	2/16/99
Lea	New Mexico	Book 937, Page 225; File #39611	2/12/99
Alfalfa	Oklahoma	Book 539, Page 462	2/4/99
Beaver	Oklahoma	Book 1019, Page 633	2/4/99
Beckham	Oklahoma	Book, 1591, Page 0149; File #00766	2/10/99
Blaine	Oklahoma	Book 777, Page 266	2/4/99
Caddo	Oklahoma	Book 2217, Page 450; File #9901015	2/9/99
Canadian	Oklahoma	Book 2226, Pg. 192; File #002694	2/4/99
Carter	Oklahoma	Book 3362, Pg. 40; File #001352	2/4/99
Cimarron	Oklahoma	Book 306, Pg. 243	2/4/99
Cleveland	Oklahoma	Book 3029, Pg. 252; File #R-1999-4975	2/3/99
Coal	Oklahoma	Book 578, Pg. 185; File #02802	2/3/99
Comanche	Oklahoma	Book 3182, Pg. 95; File #003283	2/22/99
Custer	Oklahoma	Book 1062, Pg. 188; File #813	2/4/99
Dewey	Oklahoma	Book 1105, Pg. 602; File #000462	2/4/99
Ellis	Oklahoma	Book 626, Pg. 13-118; File #7922	2/4/99
Garfield	Oklahoma	Book 1435, Pg. 728; File #001360	2/4/99
Garvin	Oklahoma	Book 1531, Pg. 567; File #00894	2/3/99

JURISDICTION	STATE	RECORDING DATA	RECORDED DATE
Grady	Oklahoma	Book 3092, Pg. 473; File #1715	2/5/99
Harper	Oklahoma	Book 543, Pg. 163	2/4/99
Haskell	Oklahoma	Book 576, Pg. 574-661; File #275064	2/10/99
Kingfisher	Oklahoma	Book 1632, Pg. 134; File #0511	2/4/99
Latimer	Oklahoma	Book 535, Pg. 107; File #000397	2/3/99
LeFlore	Oklahoma	Book 1270, Pg. 668; File #1155	2/3/99
Logan	Oklahoma	Book 1493, Pg. 73; File #924	2/3/99
Love	Oklahoma	Book 520, Pg. 764; File #291	2/4/99
Major	Oklahoma	Book 1475, Pg. 393; File #55343	2/5/99
McClain	Oklahoma	Book 1509, Pg. 488; File #1575	2/24/99
Noble	Oklahoma	Book 525, Pg. 235; File #53969	2/4/99
Oklahoma	Oklahoma	Book 7514, Pg. 874	2/5/99
Pittsburg	Oklahoma	Book 993, Pg. 655; File #030220	2/18/99
Pontotoc	Oklahoma	Book 1532, Pg. 322; File #000796	2/4/99
Roger Mills	Oklahoma	Book 1578, Pg. 245; File #26000	2/16/99
Sequoyah	Oklahoma	Book 853, Pg. 304; File #99-824	2/5/99
Stephens	Oklahoma	Book 2229, Pg. 70; File #000070	2/4/99
Texas	Oklahoma	Book 985, Pg. 116	2/4/99
Washita	Oklahoma	Book 884, Pg. 207; File #647	2/4/99
Woods	Oklahoma	Book 869, Pg. 169; File #6847-2	2/4/99
Woodward	Oklahoma	Book 1652, Pg. 4; File #4403	2/4/99
Harding	South Dakota	Oil & Gas Book 98, Page 136	3/12/99
Andrews	Texas	Vol. 221, Pg. 477; File #990461	2/15/99
Aransas	Texas	File #224846	2/8/99
Borden	Texas	Vol. 85, Pg. 226; Inst. #990100	2/3/99
Brazoria	Texas	File #5206	2/3/99
Brazos	Texas	File #0677234, Vol. 3383, Pg. 211	2/4/99
Calhoun	Texas	File #0057096, Vol. 221, Pg. 372	2/1/99
Camp	Texas	File #30,266, Vol. 84, Pg. 669	2/4/99
Chambers	Texas	Inst. #99-400-268	2/12/99
Cherokee	Texas	Vol. 1413, Pg. 225, Inst. #474405	2/4/99
Coke	Texas	Vol. 122, Pg. 252, Inst. #002011	2/3/99

JURISDICTION	STATE	RECORDING DATA	RECORDED DATE
Colorado	Texas	Vol. 291, Pg. 314	2/2/99
Crockett	Texas	Vol. 565, Pg. 556, Inst. #129114	2/5/99
Duval	Texas	Vol. 266, Pg. 93, Inst. #067018	2/1/99
Ector	Texas	Vol. 1448, Pg. 476; Inst. #2025	2/12/99
Freestone	Texas	Document #0000583, Vol. 1071, Pg. 421	2/2/99
Gaines	Texas	Document #R0000445, Vol. 672, Pg. 578	2/1/99
Galveston	Texas	Inst. #013-30-2018	2/8/99
Glasscock	Texas	Instrument #627; Vol. 33, Pg. 792	2/1/99
Goliad	Texas	Vol. 99, Pg. 614, Inst. #0091109	2/5/99
Grayson	Texas	Inst. #0053825, Vol. 2749, Pg. 873	2/3/99
Gregg	Texas	GCC 9903690	2/15/99
Gregg	Texas	GCC 2002 00328 87 pgs.	1/4/02
Hansford	Texas	Vol. 262, Pg. 572; File #56418	2/3/99
Hardin	Texas	Vol. 1174, Pg. 388; File #80792	2/3/99
Hardin	Texas	Vol. 1301, Pg. 745-809	1/7/02
Harrison	Texas	Real #39508, Vol. 1900, Pg. 3	2/4/99
Hemphill	Texas	Vol. 497, Pg. 190; ID #028475	2/3/99
Hildago	Texas	Doc. #747426	2/10/99
Hockley	Texas	99-550; Vol. 632, Pg. 176	2/5/99
Houston	Texas	Doc. #0000350; Vol. 1120, Pg. 323	2/3/99
Hutchinson	Texas	Doc. #0291125; Vol. 928, Pg. 278	2/2/99
Jack	Texas	Vol. 647, Pg. 501	2/22/99
Jackson	Texas	Vol. 133, Pg. 68	2/17/99
Kent	Texas	Vol. 57, Pg. 648	2/3/99
King	Texas	Vol. 60, Pg. 770	2/9/99
Knox	Texas	Vol. 285, Pg. 100	2/3/99
Leon	Texas	Vol. 1015, Pg. 001; Doc. #278340	2/8/99
Liberty	Texas	Vol. 1760, Pg. 44	2/10/99
Limestone	Texas	Vol. 1004, Pg. 601; File #990424	2/2/99
Lipscomb	Texas	Vol. 382, Pg. 647, Reg. #29145	2/1/99
Live Oak	Texas	Vol. 364, Pg. 330; File #00143197	2/2/99
Madison	Texas	Vol. #494, Page 264; File #24520	2/1/99
Martin	Texas	Vol. 95, Pg. 487; Doc. #160	2/1/99
Matagorda	Texas	Vol. 530, Pg. 578; File #991222	2/22/99
Moore	Texas	Vol. 505, Pg. 948; Doc. #132393	2/5/99
Nacogdoches	Texas	Vol. 1306; Pg. 218; File #1168	2/16/99
Nolan	Texas	Vol. 455, Pg. 270, Doc. #13970	2/3/99
Nueces	Texas	Doc. #1999004603	2/4/99
Ochiltree	Texas	Vol. 569, Pg. 749; File #56694	2/8/99
Panola	Texas	Vol. 1055, Pg. 185; Doc. #54611	2/4/99
Pecos	Texas	60623, Vol. 297, Pg. 58	2/1/99
Polk	Texas	#99-1126-611	2/8/99
Reeves	Texas	Vol. 601, Pg. 62	2/3/99

JURISDICTION	STATE	RECORDING DATA	RECORDED DATE
Roberts	Texas	Vol. 94, Pg. 160; File #29321	2/1/99
Rusk	Texas	Vol. 2116, Pg. 337; File #37829	2/1/99
San Patricio	Texas	File #470334	2/3/99
Scurry	Texas	Vol. 435, Pg. 542; File #0990508	2/16/99
Shelby	Texas	Bk. 853, Pg. 148, Ins. #1999 548	2/5/99
Sherman	Texas	Vol. 226, Pg. 740; File #008445	2/5/99
Smith	Texas	Vol. 4670, Pg. 85, Ins. #99-R0005965	2/17/99
Starr	Texas	File #201289, Vol. 825, Pg. 789	2/1/99
Sterling	Texas	File #9313, Vol. 1, Pg. 290	2/1/99
Sutton	Texas	Vol 300, Pg. 866; File #044931	2/1/99
Terry	Texas	Vol. 632, Pg. 729; File #213151	2/1/99
Upton	Texas	Doc. #0122731; Vol. 677, Pg. 311	2/3/99
Van Zandt	Texas	Vol. 1499, Pg. 684	2/4/99
Ward	Texas	Vol. 192, Pg. 703; Doc. #260	2/1/99
Webb	Texas	Vol. 731, Pg. 019; Doc. #652225	2/4/99
Wharton	Texas	Vol. 310, Pg. 131; Doc. #192702	2/1/99
Wheeler	Texas	Vol. 463, Pg. 307	2/4/99
Wilbarger	Texas	Vol. 500, Pg. 668; File #077320	2/3/99
Winkler	Texas	File #B64250, Vol. 147, Pg. 841	2/3/99
Wood	Texas	File #0031200, Vol. 1653, Pg. 440	2/8/99
Yoakum	Texas	Vol. 193, Pg. 761; ID #211454	2/4/99
Zapata	Texas	Vol. 609, Pg. 792; #115767	2/4/99
Duchesne	Utah	Entry #332315, Book MO288 P166	2/17/99
Grand	Utah	Entry #447335, Book 530, P421	3/5/99
Uintah	Utah	Entry #99001340, Book 694, Pg. 239	2/22/99
Campbell	Wyoming	Book 1527, Pg. 416; File #743084	2/22/99
Carbon	Wyoming	Book 986, Page 0142	5/9/00
Converse	Wyoming	Book 1140, Pg. 543; File #854715	2/16/99
Crook	Wyoming	Book 365; Pg. 224; #538647	2/16/99
Freemont	Wyoming	Doc. #1198282	2/17/99
Johnson	Wyoming	Book 275, Pg. 256; File #067675	2/16/99
Subliette	Wyoming	Book 110 O&G, Pg. 337	2/17/99
Sweetwater	Wyoming	Rec #1311737, Book 924, Pg. 1887	5/15/00
Washakie	Wyoming	Book 80, Pg. 180, File #472272	2/22/99

[redacted] [redacted] [redacted]

Schedule III

Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of July 3, 2000, from Samson Investment Company, Samson Resources Company, Dyco Petroleum Corporation, Samson Properties Incorporated, Samson Hydrocarbons Company, Samson-International, Ltd. Snyder Exploration company, Eason Drilling & Services Company, and Samson Lone Star Limited Partnership, Mortgagors and Debtor, to each trustee named therein, and Bank of America, N.A., as Collateral Agent and Secured Party, was recorded and filed as follows:

JURISDICTION	STATE	RECORDED DATA	RECORDED DATE
Columbia	Arkansas	Bk. 331, Page 193	8/11/00
Crawford	Arkansas	Bk. 2000, Page 27292-27336	8/11/00
Franklin	Arkansas	Bk. 49, Pg. 1	8/11/00
Johnson	Arkansas	Bk. 249, Pg. 156-181	8/10/00
LaFayette	Arkansas	Bk. J-35, Pg. 145-184	8/11/00
Logan	Arkansas	Bk. ND00-12, Pg. 364	8/10/00
Pope	Arkansas	Bk. 29B, Pg. 237-280	8/11/00
Sebastian	Arkansas	Doc #7024068, BK 11, Pg. 115-172	8/11/00
Fresno	California	Doc #2000-0127928	10/17/00
Glenn	California	Bk. 2001-3355, Pg. 1	6/11/01
Kern	California	Doc #0200123907	10/3/00
Gibson	Indiana	Instrument #200000005113	8/14/00
Clark	Kansas	Bk. 90, Pg. 379	10/3/00
Meade	Kansas	Bk .103, Pg. 658-703	9/25/00
Acadia	Louisiana	Bk. 590, Pg. 556	8/31/00
Allen	Louisiana	File #408, 526, Mtg. Bk. 255, Page 572	9/12/00
Assumption	Louisiana	Bk. 248, Pg. --, Folio #197741	9/11/00
Bienville	Louisiana	Mtg. Bk. 332, Pg. 6, Registry #2000-2925	8/28/00
Bossier	Louisiana	Mtg. Vol. 1032, Pg. --, Register #708148	8/25/00
Calcasieu	Louisiana	Reg. #0002552, Recorded in UCC	9/5/00
Caldwell	Louisiana	Reg. #195649, Mg. Bk 175, Pg. 316	8/25/00
Cameron	Louisiana	File #2664022, Cony. Bk. 915, Pg. 253	8/28/00
Claiborne	Louisiana	#397693, Mortg. Bk. 391, Pg. 225	8/25/00
DeSoto	Louisiana	Reg. #582030	8/25/00
East Baton Rouge	Louisiana	Orig. 146, BNDL 11158	9/14/00
Iberia	Louisiana	Mtg. Bk. A812, Entry #00-11744	9/22/00
Iberville	Louisiana	Mtg. Bk. 396, Entry 46, Inst. #11280	9/5/00
Jefferson Davis	Louisiana	Bk. 432 of Mgs @ Pg. 880, File #573931	9/5/00
LaFourche	Louisiana	Bk. 1436, Pg. 1, Mortg. Bk. 861, Pg. 479	9/13/00
LaFayette	Louisiana	File #00-033455	9/5/00
Lincoln	Louisiana	MOB 732, Pg. 337, #022839	8/25/00

JURISDICTION	STATE	RECORDED DATA	RECORDED DATE
Plaquemines	Louisiana	MOB 308, Pg. 231, UCC 38 Folio 00-1054	9/12/00
Pointe Coupe	Louisiana	MOB 285, Pg. 89, CB 465, #37	9/12/00
St. Landry	Louisiana	MOB 1040, Pg. 920-958	9/6/00
Terrebonne	Louisiana	MOB 1312, Entry #1078806	9/5/00
Vermillion	Louisiana	Conv. & Mortg. #20009557	9/13/00
Webster	Louisiana	Bk. 485, Pg. 628, Reg. #439511	8/25/00
Alpena	Michigan	L-399, Pg. 959	8/15/00
Bay	Michigan	L-1700, Pg. 532-625	8/15/00
Cheyboygan	Michigan	L-760, Pg. 1-37	8/15/00
Crawford	Michigan	L-515, Pg. 580-617	8/22/00
Gladwin	Michigan	L-548, Pg. 855-893	8/15/00
Grand Traver	Michigan	#288563, L1430, Pg. 597-632	8/30/00
Kalkaska	Michigan	#3024886	10/31/00
Manistee	Michigan	L-734, Pg. 968-1004	8/23/00
McCosta	Michigan	L-637, Pg. 2158-2197	8/17/00
Montmorency	Michigan	L-175, Pg. 568-639	8/18/00
Newaygo	Michigan	L-379, Pg. 7814-7852	8/15/00
Oakland	Michigan	L21799, Pg. 1-37	9/13/00
Ogemaw	Michigan	#3011836	8/15/00
Osceola	Michigan	L-686, Pg. 837-873	8/15/00
Oscoda	Michigan	L-200, Pg. 7492	8/15/00
Amite	Mississippi	File #2002424, Vol. 268, Pg. 643-679	8/18/00
Clarke	Mississippi	Bk. DT233, Pg. 27-64, Receipt #2743	8/18/00
Clay	Mississippi	File #2426, LM, Record 284, Pg. 400-441	8/25/00
Greene	Mississippi	Bk. 210, Pg. 528-566	8/21/00
Hinds	Mississippi	Bk. 356, Page 764-797	8/22/00
Jasper	Mississippi	Bk. 160, Page 463-509	8/18/00
Jefferson Davis	Mississippi	File #0002433, Bk. 460, Pg. 693-758	8/21/00
Jones	Mississippi	DT, Bk. 1255, Pg. 218-254	8/18/00
Lawrence	Mississippi	Bk. 370, Pg. 38	8/21/00
Lee	Mississippi	File #0012244	8/18/00
Lowndes	Mississippi	TD #1332, Pg. 750-786	8/18/00
Marion	Mississippi	Bk. 1321, Pg. 157	8/18/00
Monroe	Mississippi	Bk. 20-V, Pg. 102-207, File #20004749	8/18/00
Perry	Mississippi	Bk. 157, Pg. 57-95	8/18/00
Pike	Mississippi	Bk. 594, Pg. 926-965	8/18/00
Rankin	Mississippi	Bk. 1543, Pg. 80-116	8/21/00
Simpson	Mississippi	Bk. 1080, Pg. 415-451, File #204290	8/23/00
Walthall	Mississippi	Bk. 267, Pg. 524-567	8/18/00
Musselshell	Montana	File #252423, Bk. 371, Pg. 676-714	8/14/00
Richland	Montana	Bk. B165, Pg. 70-106, Document #502662	8/14/00
Roosevelt	Montana	Bk. 598, Pg. 441, Doc. #356170	8/14/00
Sheridan	Montana	Doc. #454322;Film 596, exp. 1531-1568	8/14/00
Eddy	New Mexico	Bk. 390, Pg. 609, Rec. #0008014	8/15/00
Lea	New Mexico	Bk. 1032, Pg. 457-514, File #62474	8/14/00
Rio Arriba	New Mexico	Bk. 317, Pg. 697-733, File #205832	8/14/00
Billings	North Dakota	Bk. 89, Pg. 281-322, File #115736	8/14/00

JURISDICTION	STATE	RECORDED DATA	RECORDED DATE
Bowman	North Dakota	File #154274	8/14/00
Golden Valley	North Dakota	#87707	8/18/00
McKenzie	North Dakota	File #337530	8/14/00
Renville	North Dakota	File#174734, Bk. 165, Pg. 222-259	8/14/00
Williams	North Dakota	File #592390	8/14/00
Alfalfa	Oklahoma	File #20794, Bk. 550, Pg. 1-38	8/14/00
Atoka	Oklahoma	Bk. 603, Pg. 834-885, #2012	8/10/00
Beaver	Oklahoma	Bk. 1047, Pg. 40-121	8/17/00
Beckham	Oklahoma	Bk. 1657, Pg. 358-600, Bk. 1658, Pg. 1-71, File #07142	8/18/00
Blaine	Oklahoma	Bk. 810, Pg. 443-529	8/23/00
Bryan	Oklahoma	#521982, Bk. 964, Pg. 134-173	8/18/00
Caddo	Oklahoma	#006114, Bk. 2301, Pg. 85-244	8/18/00
Canadian	Oklahoma	Bk. 2367, Pg. 20-69, OC #2000017424	8/23/00
Carter	Oklahoma	Bk. 3559, Pg.91-153	8/21/00
Cimarron	Oklahoma	Bk. 312, Pg. 169-208	8/21/00
Cleveland	Oklahoma	Bk. 3190, Pg. 1462-1502, Doc. 200030650	8/21/00
Coal	Oklahoma	Bk. 589, Pg. 114-157, File #6246	8/18/00
Comanche	Oklahoma	Bk. 3455, Pg. 246-294, OC #20000013914	8/23/00
Custer	Oklahoma	Bk. 1110, Pg. 157-369, File #5076	8/24/00
Dewey	Oklahoma	Bk. 1136, Pg. 270-362, File #2509	8/18/00
Ellis	Oklahoma	Bk. 644, Pg. 576-691, File #2440	8/13/00
Garfield	Oklahoma	Bk. 1502, Pg. 87-133, File #9515	8/21/00
Garvin	Oklahoma	Bk. 1579, Pg. 511-608	10/10/00
Grady	Oklahoma	Bk. 3221, Pg. 113-310, File #11415	8/30/00
Harper	Oklahoma	Bk. 558, Pg. 74-142	8/30/00
Haskell	Oklahoma	Bk. 599, Pg. 73-190	8/24/00
Kingfisher	Oklahoma	Bk. 1716, Pg. 216-263	8/25/00
Latimer	Oklahoma	Bk. 561, Pg. 33-155	8/23/00
LeFlore	Oklahoma	Bk. 1329, Pg. 474-554	8/18/00
Logan	Oklahoma	Bk. 1557, Pg. 597-637	8/21/00
Love	Oklahoma	Bk. 542, Pg. 600-639	8/21/00
Major	Oklahoma	Bk. 1514, Pg. 238-368	8/21/00
Marshall	Oklahoma	Bk. 964, Pg. 134-173	8/18/00
McClain	Oklahoma	Bk. 1553, Pg. 28-92	8/11/00
Noble	Oklahoma	Bk. 544, Pg. 47-83	8/11/00
Oklahoma	Oklahoma	Bk. 7900, Pg. 1937-1973, Doc. #2000104763	8/14/00
Pittsburg	Oklahoma	Bk. 1075, Pg. 1-363; File #054905-A	10/2/00
Roger Mills	Oklahoma	Vol. 1621, Pg. 1-290	8/18/00
Sequoyah	Oklahoma	Bk. 891, Pg. 785-828	8/10/00
Stephens	Oklahoma	Bk. 2424, Pg. 63-149	8/14/00
Texas	Oklahoma	Bk. 1016, Pg. 518-572	8/11/00
Tulsa	Oklahoma	GCC 2002 00328, 87 Pgs.	n/a
Washita	Oklahoma	Bk. 909, Pg. 560-814	8/11/00
Woods	Oklahoma	Bk. 898, Pg. 12-73	8/11/00
Woodward	Oklahoma	Bk. 1728, Pg. 71-120	8/14/00
Harding	South Dakota	Bk. 990 O&G, Pg. 521-562	8/17/00
Anderson	Texas	0006175 VI 1637 Pg. 262	8/30/00

JURISDICTION	STATE	RECORDED DATA	RECORDED DATE
Andrews	Texas	Vol. 756, Pg. 686; #00-2701	8/31/00
Aransas	Texas	File #235329	8/30/00
Borden	Texas	Vol. 87, Pg. 284-322; #000800	9/5/00
Brazoria	Texas	File #37194	8/30/00
Calhoun	Texas	File #0064962, Vol. 260, Pg. 804-843	8/30/00
Camp	Texas	Vol. 110, Pg. 208-254; File #2095	8/31/00
Cass	Texas	Vol. 1116, Pg. 597-643	8/30/00
Cherokee	Texas	Vol. 1471,Pg. 198-289; File #488759	8/30/00
Cochran	Texas	Vol. 245, Pg. 407-443, File #1664	8/30/00
Colorado	Texas	Vol. 386, Pg. 624-711, File #208891	10/16/00
Crane	Texas	File #79051, Vol. 419, Page 187-231	9/5/00
Crockett	Texas	File#132548, Vol. 588-Page 20-56	9/8/00
Dawson	Texas	File #2424, Vol. 248, Pg. 381	9/1/00
DeWitt	Texas	Vol. 81, Pg. 847, File #20616	9/8/00
Duval	Texas	Vol. 293, Pg. 728-764, File #072234	8/31/00
Ector	Texas	File #11002,Vol. 1547, Page 839-877	9/6/00
Fisher	Texas	File #23663,Vol. 747, Pg. 315-351	9/5/00
Franklin	Texas	Vol. 39, Pg. 385-422, File #81802	9/1/00
Freestone	Texas	Doc. #0006584, OR 1130 246-293	9/1/00
Gaines	Texas	Vol. 709, Pg. 4-51, File #R0003513	9/1/00
Galveston	Texas	014-93-0058 through 145; GAC 2000048697	9/25/00
Garza	Texas	Bk. 251, Pg. 948-984, File #000968	9/1/00
Glasscock	Texas	#2888, Vol. 48, Pg. 660	8/31/00
Goliad	Texas	Doc. #0095442, OR 00128 00236-277	9/5/00
Grayson	Texas	Doc. #0101415, 02971 00767-840	9/1/00
Gregg	Texas	GCC 200019328, 42 pgs.	9/8/00
Hansford	Texas	Vol. 275, Pg. 776-812, File #59281	8/31/00
Hardin	Texas	Vol. 1240, Pg. 162-199, File #95340	9/7/00
Harris	Texas	534-43-3267 through 3303, Doc. #0601154	9/5/00
Harrison	Texas	Vol. 2137, Pg. 279-316, Real #40947	9/5/00
Hemphill	Texas	File #31551, Vol. 531, Pg. 1-126	9/11/00
Henderson	Texas	File #14537, Vol. 2022, Pg. 670-716	9/11/00
Hidalgo	Texas	File #904296	9/13/00
Hockley	Texas	File # 00-3621, Vol. 661, Pg. 548-606	9/13/00
Hopkins	Texas	Vol. 340, Pg. 841-885; File #5341	9/11/00
Houston	Texas	Vol. 3399, Pgs. 1-70	9/11/00
Howard	Texas	File #4707, Vol. 812, Pg. 341-374	9/12/00
Hutchinson	Texas	Vol. 1015, Pg. 146-183; File #298670	9/11/00
Irion	Texas	Vol. 137, Pg. 810-846; File #19548	9/11/00
Jackson	Texas	Vol. 168, Pg. 27-91, File #35106	10/19/00
Jefferson	Texas	2000034548, 52 pgs.	9/11/00
King	Texas	Bk. 63, Pg. 305-341, File #2000224	9/11/00
Lavaca	Texas	Vol. 214, Pg. 363-398,File #121101	9/8/00
Lee	Texas	Vol. 863, Pg. 818-855, File #3097	9/8/00
Leon	Texas	Vol. 1058, Pg. 25-61, Reg. #288466	9/11/00
Liberty	Texas	Vol. 1853, Pg. 672-731, Reg. #10671	9/13/00
Limestone	Texas	Vol. 1041, Pg. 721-777, Reg. #3955	9/11/00
Lipscomb	Texas	Vol. 0393, Pg. 774-837, Reg. #31346	9/14/00
Live Oak	Texas	Vol. 387, Pg. 1-59, File #00149111	9/12/00
Madison	Texas	Vol. 552, Pg. 1-40, File #29328	9/11/00

JURISDICTION	STATE	RECORDED DATA	RECORDED DATE
Marion	Texas	Vol. 624, Pg. 616-653, File #2463	9/11/00
Martin	Texas	File #1311, Vol. 111, Pg. 182	9/12/00
Matagorda	Texas	Vol. 592, Pg. 757-797, File #6059	9/12/00
Maverick	Texas	Vol. 597, Pg. 266-302, Doc. #101355	9/13/00
Midland	Texas	File #15129,Vol, 1807, Pg. 216	9/11/00
Montague	Texas	File #005377, Vol. 170, Pg. 912-950	9/12/00
Montgomery	Texas	773-00-744; 2000-078370	9/13/00
Moore	Texas	Vol. 527, Pg. 754-790, File #138207	9/13/00
Nacogdoches	Texas	#17933, Vol. 1493, Pg. 1-371	9/18/00
Newton	Texas	Vol. 459, Pg. 591-627, File #119162	9/20/00
Nolan	Texas	Vol. 522, Pg. 288-324, File #19115	9/15/00
Nueces	Texas	Doc. #2000036439	9/12/00
Ochiltree	Texas	Vol. 585, Pg. 553-596, File #67828	9/18/00
Orange	Texas	Vol. 1197, Pg. 296, Doc. #214559	9/12/00
Panola	Texas	Vol. 1103, Pg. 443-642; File #66101	10/4/00
		Vol. 1139, Pg. 1-68, File #74616	1/4/02
Pecos	Texas	Vol. 306, Pg. 628-671, File #67237	9/12/00
Polk	Texas	Vol. 2000 - 1189, Pg. 1-91, File #7398	9/18/00
Reagan	Texas	File #91742, Vol. 16, Pg. 420	9/13/00
Reeves	Texas	Vol. 624, Pg. 169	9/14/00
Roberts	Texas	Vol. 98, Pg. 53, File #030615	9/18/00
Rusk	Texas	Vol. 2220, Pg. 242-568, Doc. #57116	10/4/00
San Patricio	Texas	File #487999	9/18/00
Schleicher	Texas	File #077968, Vol. 423, Pg. 37	9/18/00
Scurry	Texas	Vol. 467, Pg. 532-569, File #997065	9/19/00
Shelby	Texas	Book 896, Pg. 430-527, Ins. #20006073	9/19/00
Sherman	Texas	Book 225, Pg. 411-448, Ins. #10502	9/25/00
Smith	Texas	Vol. 5467, Pg. 26-153	10/4/00
Starr	Texas	Vol. 872, Pg. 577-613, Doc. #211295	9/18/00
Stephens	Texas	Vol. 1500, Pg. 43-79, Doc. #2529	9/21/00
Sterling	Texas	Doc. #10421, Vol. 8, Pg. 268	9/18/00
Sutton	Texas	Vol. 309, Pg. 817-854, Doc. #046765	10/3/00
Terry	Texas	Doc. #21793, Vol. 654, Pg. 669-713	9/18/00
Trinity	Texas	Vol. 649, Pg. 425-461; Doc. #104891	9/18/00
Upshur	Texas	Vol. 384, Pg. 508-575, File #6358	9/19/00
Upton	Texas	Vol. 695, Pg. 265-348; File #125866	9/18/00
Van Zandt	Texas	Vol. 1582, Pg. 263-303, File #8264	9/18/00
Ward	Texas	File #2459, Vol. 698, Pg. 733-770	9/26/00
Webb	Texas	Vol. 970, Pg. 526-585, Doc. #709191	10/11/00
Wharton	Texas	Vol. 383, Pg. 198, Doc. #208126	9/14/00
Wheeler	Texas	Vol. 478, Pg. 660-714, Doc. #01756	9/26/00
Wichita	Texas	Vol. 2201, Pg. 688-724, File #16752	9/15/00
Wilbarger	Texas	File #081987, Vol. 517, Pg. 55	9/18/00
Winkler	Texas	Vol. 474, Pg. 429-469, File #B67668	9/14/00
Wise	Texas	Vol. 985, Pg. 76-114, File #279232	9/15/00
Wood	Texas	Vol. 1745, Pg. 1-48, File #57360	9/18/00
Yoakum	Texas	Vol. 212, Pg. 705-741, File #215658	9/18/00
Zapata	Texas	Book 638, Pg. 751-803; File #120758	9/25/00
Summit	Utah	File #00570978, Bk. 01329, Pg. 01578-01614	8/15/00
Uintah	Utah	Entry 2000004437, Bk. 736, Pg. 674-715	8/15/00

JURISDICTION	STATE	RECORDED DATA	RECORDED DATE
Campbell	Wyoming	File #766682, Bk. 1617, Pg. 372-413	8/18/00
Carbon	Wyoming	File #0890902, Bk. 991, Pg.0073	8/15/00
Converse	Wyoming	File #867387, Bk. 1167, Pg. 678	8/16/00
Crook	Wyoming	Book 377, Pg. 340-376, #546974	8/16/00
Fremont	Wyoming	Doc. #1213475	8/24/00
Johnson	Wyoming	Bk. 283, Pg. 22-61, Doc. #084011	8/14/00
Natrona	Wyoming	Doc. #657460	8/15/00
Sublette	Wyoming	Bk. 115 O&G, Pg. 710, Doc. #280003	8/17/00
Sweetwater	Wyoming	Bk. 927, Pg. 1666, Rec. #1318377	8/21/00
Washakie	Wyoming	Bk. 84, Pg. 638-674, File #482469	8/15/00

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Schedule IV

First Amendment to Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated as of February 26, 2003, from Samson Investment Company, Samson Resources Company, Dyco Petroleum Corporation, Samson Properties Incorporated, Samson Hydrocarbons Company, Samson-International, Ltd., Snyder Exploration Company, Eason Drilling & Services Company, and Samson Lone Star Limited Partnership, Mortgagors and Debtor, to each trustee named therein, and Bank of America, N.A., as Collateral Agent and Secured Party, was recorded and filed as follows:

JURISDICTION	STATE	RECORDING DATA	RECORDED DATE
Columbia	Arkansas	Bk. 335, Pg. 940	5/5/03
Crawford	Arkansas	Bk. 2003, Pg. 24810	5/5/03
Franklin	Arkansas	Bk. 61, Pg. 591	5/6/03
Johnson	Arkansas	Bk. 2003-13, Pg. 239	5/5/03
LaFayette	Arkansas	Bk. V-35, Pg. 141	5/5/03
Logan	Arkansas	Bk. ND03-6, Pg. 120	5/6/03
Pope	Arkansas	Bk. 03-32, Pg. 580	5/5/03
Sebastian	Arkansas	Doc. #7102091	5/5/03
Fresno	California	Doc. #2003-0118943	5/28/03
Glenn	California	Bk. 2003-2984, Pg. 1	5/7/03
Kern	California	Doc. #0203088555	5/6/03
Gibson	Indiana	Instrument #200300004039	5/7/03
Clark	Kansas	Bk. 95, Pg. 9	6/9/03
Meade	Kansas	Bk. 111, Pg. 632	6/9/03
Acadia	Louisiana	Bk. 656, Pg. 600	5/7/03
Allen	Louisiana	Bk. 285, Pg. 26	5/7/03
Assumption	Louisiana	Bk. 280, Entry 210351	5/9/03
Bienville	Louisiana	Registry #2003-1682	5/7/03
Bossier	Louisiana	Mtg. Vol. 1259	5/9/03
Calcasieu	Louisiana	File #2625237, Bk. 2639, Pg. 260	5/9/03
Caldwell	Louisiana	Bk. 193, Pg. 362	5/7/03
Cameron	Louisiana	Entry #280493, Conv. Bk. 964, Mtg. Bk. 279	5/7/03
Claiborne	Louisiana	Mtg. Bk. 453, Pg. 130	5/7/03
DeSoto	Louisiana	Reg. #600729	5/13/03
East Baton Rouge	Louisiana	Bk. 623, BNDL 1147	5/13/03
Iberia	Louisiana	Mtg. Bk. A944	5/9/03
Iberville	Louisiana	Inst. #27254, Mtg. Bk. 383, Entry 180	5/7/03
Jefferson Davis	Louisiana	Bk. 479, Pg. 259, File #595775	5/9/03
LaFourche	Louisiana	Bk. 1004, Pg. 370, Entry 936415	5/12/03
LaFayette	Louisiana	File #03-022717	5/9/03

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JURISDICTION	STATE	RECORDING DATA	RECORDED DATE
Lincoln	Louisiana	Bk. 814, Pg. 430	5/7/03
Plaquemines	Louisiana	Bk. 365, Pg. 860	5/12/03
Pointe Coupee	Louisiana	MOB 329, Pg. 104, CB 489, Pg. 199	5/7/03
St. Landry	Louisiana	MOB 1150, Pg. 529	5/9/03
Terrebonne	Louisiana	MOB 1548, Entry 1147313	5/13/03
Vermillion	Louisiana	Conv. & Mortg. #20305642	5/9/03
Webster	Louisiana	Bk. 543, Pg. 132, Reg. #461206	5/9/03
Alpena	Michigan	L-424, Pg. 178	5/8/03
Bay	Michigan	L-2034, Pg. 305	5/8/03
Cheyboygan	Michigan	L-888, Pg. 18	5/8/03
Crawford	Michigan	L-633, Pg. 144	5/12/03
Gladwin	Michigan	L-669, Pg. 98	5/8/03
Grand Traver	Michigan	L-1908, Pg. 442	5/9/03
Kalkaska	Michigan	#3047449	5/8/03
Manistee	Michigan	L-855, Pg. 548	5/13/03
MeCosta	Michigan	L-960, Pg. 1132	5/8/03
Montmorency	Michigan	L-229, Pg. 967	5/8/03
Newaygo	Michigan	L-398, Pg. 8420	5/9/03
Oakland	Michigan	L29855, Pg. 866	7/8/03
Ogemaw	Michigan	#3037978	5/8/03
Osceola	Michigan	L-784, Pg. 1	6/9/03
Oscoda	Michigan	L-203, Pg. 6986	5/8/03
Amite	Mississippi	File #0301316, Vol. 293, Pg. 521	5/12/03
Clarke	Mississippi	Bk. DT261, Pg. 545, Receipt #1331	5/20/03
Clay	Mississippi	File #1777, LM Record 325, Pg. 299	5/9/03
Greene	Mississippi	Bk. 236, Pg. 66	5/14/03
Hinds	Mississippi	Bk. 418, Pg. 384	5/13/03
Jasper	Mississippi	Bk. 181, Pg. 199-222	5/9/03
Jefferson Davis	Mississippi	File #0301202, Bk. 482, Pg. 741	5/13/03
Jones	Mississippi	DT, Bk. 1398, Pg. 119	5/9/03
Lawrence	Mississippi	Bk. 394, Pg. 614	5/9/03
Lee	Mississippi	File #0307671	5/9/03
Lowndes	Mississippi	TD #2003, Pg. 17663	5/14/03
Marion	Mississippi	Bk. 1412, Pg. 395	5/9/03
Monroe	Mississippi	File #20033381	5/14/03
Perry	Mississippi	Bk. 176, Pg. 517	5/12/03
Pike	Mississippi	Bk. 655, Pg. 14	5/12/03
Rankin	Mississippi	Bk. 2030, Pg. 695	5/9/03
Simpson	Mississippi	Bk. 2051, Pg. 785, File #232327	5/13/03
Walthall	Mississippi	Bk. 290, Pg. 281	5/12/03
Musselshell	Montana	File #257989, Bk. 386, Pg. 953	5/12/03
Richland	Montana	Bk. 180, Pg. 653, Document #518524	5/12/03
Roosevelt	Montana	Bk. 604, Pg. 226	5/12/03
Sheridan	Montana	Doc. #459384, Bk. 605, Pg. 1092	5/12/03
Eddy	New Mexico	Bk. 504, Pg. 141, Rec. #0305895	5/12/03
Lea	New Mexico	Bk. 1224, Pg. 330, File #38117	5/12/03
Rio Arriba	New Mexico	Bk. 447, Pg. 378, File #233502	5/29/03

JURISDICTION	STATE	RECORDING DATA	RECORDED DATE
Billings	North Dakota	Bk. 94, Pg. 285, File #119582	5/13/03
Bowman	North Dakota	File #158431	5/12/03
Golden Valley	North Dakota	#89996	5/12/03
McKenzie	North Dakota	File #345083	5/13/03
Renville	North Dakota	File #178053, Bk. 171, Pg. 355	5/13/03
Alfalfa	Oklahoma	File #26632, Bk. 568, Pg. 230	5/12/03
Atoka	Oklahoma	Bk. 640, Pg. 588, #8898	5/14/03
Beaver	Oklahoma	Bk. 1098, Pg. 757	5/12/03
Beckham	Oklahoma	Bk. 774, Pg. 772, File #1-2003-004836	5/16/03
Blaine	Oklahoma	Bk. 871, Pg. 184	5/12/03
Bryan	Oklahoma	#548028, Bk. 1027, Pg. 876	5/12/03
Caddo	Oklahoma	#034971, Bk. 2445, Pg. 640	6/6/03
Canadian	Oklahoma	Bk. 2730, Pg. 134, Doc. #2003013965	5/12/03
Carter	Oklahoma	Bk. 3987, Pg. 3, Doc. #1-2003-007340	6/24/03
Cimarron	Oklahoma	Bk. 323, Pg. 579	5/12/03
Cleveland	Oklahoma	Bk. 3623, Pg. 1418, Doc. #200331627	6/9/03
Coal	Oklahoma	Bk. 619, Pg. 709, File #15825	5/15/03
Comanche	Oklahoma	Bk. 4085, Pg. 92, OC #2003011236	6/6/03
Custer	Oklahoma	Bk. 1203, Pg. 516, File #1-2003-002983	5/12/03
Dewey	Oklahoma	Bk. 1192, Pg. 352, File #1465	5/14/03
Ellis	Oklahoma	Bk. 679, Pg. 194, File 1671	5/12/03
Garfield	Oklahoma	Bk. 1646, Pg. 436, File #5585	5/13/03
Garvin	Oklahoma	Bk. 1665, Pg. 74	6/9/03
Grady	Oklahoma	Bk. 3490, Pg. 219, File #7182	5/13/03
Harper	Oklahoma	Bk. 583, Pg. 322	5/12/03
Haskell	Oklahoma	Bk. 641, Pg. 162	5/12/03
Kingfisher	Oklahoma	Bk. 1883, Pg. 81	6/9/03
Latimer	Oklahoma	Bk. 615, Pg. 445	5/12/03
LeFlore	Oklahoma	Bk. 1460, Pg. 541	5/13/03
Logan	Oklahoma	Bk. 1719, Pg. 170	5/12/03
Love	Oklahoma	Bk. 578, Pg. 655	6/9/03
Major	Oklahoma	Bk. 1583, Pg. 189	5/14/03
Marshall	Oklahoma	Bk. 755, Pg. 450	5/13/03
McClain	Oklahoma	Bk. 1655, Pg. 614	5/13/03
Noble	Oklahoma	Bk. 580, Pg. 316	5/13/03
Oklahoma	Oklahoma	Bk. 8851, Pg. 1572, Doc. #2003082290	5/13/03
Pittsburg	Oklahoma	Bk. 1228, Pg. 430, File #096403	5/13/03
Roger Mills	Oklahoma	Bk. 1710, Pg. 43	5/13/03
Sequoyah	Oklahoma	Bk. 982, Pg. 309	5/14/03
Stephens	Oklahoma	Bk. 2823, Pg. 104	5/14/03
Texas	Oklahoma	Bk. 1072, Pg. 166	5/13/03
Tulsa	Oklahoma	Doc. #03189577, 34 pgs.	12/18/03
Washita	Oklahoma	Bk. 961, Pg. 798	5/16/03
Woods	Oklahoma	Bk. 957, Pg. 519	5/13/03
Woodward	Oklahoma	Bk. 1855, Pg. 394	5/13/03
Harding	South Dakota	Bk. 58, Pg. 379	5/13/03
Anderson	Texas	0304748 OPR 01785 Pg. 530	5/12/03
Andrews	Texas	Vol. 804, Pg. 383	5/13/03
Aransas	Texas	File #255340	5/12/03

JURISDICTION	STATE	RECORDING DATA	RECORDED DATE
Borden	Texas	Vol. 90, Pg. 546, #030308	5/13/03
Brazoria	Texas	File #0302820	5/12/03
Calhoun	Texas	File #00078893, Vol. 334, Pg. 488	5/12/03
Camp	Texas	Vol. 157, Pg. 106, File #10628	5/13/03
Cass	Texas	Vol. 1195, Pg. 813	5/14/03
Cherokee	Texas	Vol. 1598, Pg. 217, File #00515243	5/12/03
Cochran	Texas	Vol. 258, Pg. 61, File #4519	5/14/03
Colorado	Texas	Vol. 432, Pg. 103, File #1942	5/12/03
Crane	Texas	File #82953, Vol. 447, Pg. 485	5/15/03
Crockett	Texas	File #138567, Bk. 623, Pg. 41	5/12/03
Dawson	Texas	File #1225, Bk. 521, Pg. 72	5/12/03
DeWitt	Texas	Vol. 128, Pg. 145, File #32277	5/14/03
Duval	Texas	Vol. 348, Pg. 530, File #081611	5/13/03
Ector	Texas	File #7257, Vol. 1743, Pg. 487	5/12/03
Fisher	Texas	File #27580, Vol. 767, Pg. 785	5/13/03
Franklin	Texas	Vol. 83, Pg. 650, File #92559	5/13/03
Freestone	Texas	Doc. #03003041, OR 1235 00696	5/12/03
Gaines	Texas	Vol. 775, Pg. 88, File #R0002024	5/12/03
Galveston	Texas	GAC 2003030890, 018-48-2209-2233	5/12/03
Garza	Texas	Bk. 265, Pg. 466, File #030494	5/12/03
Glasscock	Texas	#6167, Vol. 69, Pg. 817	5/12/03
Goliad	Texas	Doc. #00103793, OR 00185 00001	5/12/03
Grayson	Texas	Doc. #0013037, OR 03452 00001	5/12/03
Gregg	Texas	GCC 200311357, 25 pgs.	5/13/03
Hansford	Texas	Vol. 301, Pg. 348	5/12/03
Hardin	Texas	Bk. 1369, Pg. 72, File #2003-13500	5/13/03
Harris	Texas	567-61-1528, Doc. #100145777	5/13/03
Harrison	Texas	Vol. 2621, Pg. 11, #3005770	5/12/03
Hemphill	Texas	File #36525. Vol. 557, Pg. 553	5/13/03
Henderson	Texas	File #0008467, Vol. 2296, Pg. 880	5/12/03
Hidalgo	Texas	File #1191717	5/12/03
Hockley	Texas	File #03-1853, Vol. 715, Pg. 312	5/13/03
Hopkins	Texas	Vol. 437, Pg. 559, File #3006	5/12/03
Houston	Texas	Vol. 031677, Pgs. 1-25	5/12/03
Howard	Texas	File #2694, Vol. 896, Pg. 786	5/16/03
Hutchinson	Texas	Vol. 1167, Pg. 126, File #310211	5/16/03
Irion	Texas	Vol. 149, Pg. 695, File #21535	5/19/03
Jackson	Texas	Vol. 219, Pg. 870, File #48664	5/22/00
Jefferson	Texas	2003018852, 25 pgs.	5/16/03
King	Texas	Bk. 69, Pg. 157, File #2003087	5/16/03
Lavaca	Texas	Vol. 283, Pg. 276, File #134268	5/16/03
Lee	Texas	Vol. 918, Pg. 484, File #1598	5/16/03
Leon	Texas	Vol. 1141, Pg. 103, Reg. #307053	5/19/03
Liberty	Texas	2003007225, 25 Pgs.	5/16/03
Limestone	Texas	Vol. 1112, Pg. 202, Reg. #32505	5/19/03
Lipscomb	Texas	Vol. 410, Pg. 363, Reg. #34818	5/19/03
Live Oak	Texas	Vol. 432, Pg. 374, File #00159912	5/16/03
Madison	Texas	Vol. 657, Pg. 45, File #37537	5/16/03
Marion	Texas	Vol. 663, Pg. 847	5/16/03
Martin	Texas	File #699, Vol. 137, Pg. 522	5/16/03
Matagorda	Texas	File #033251	5/16/03
Maverick	Texas	Vol. 735, Pg. 340, Doc. #116325	5/16/03

JURISDICTION	STATE	RECORDING DATA	RECORDED DATE
Midland	Texas	File #111449, Vol. 2169, Pg. 1	5/16/03
Montague	Texas	File #032652, Vol. 250, Pg. 146	5/16/03
Montgomery	Texas	315-10-2085; 2003 - 056252	5/16/03
Moore	Texas	Vol. 567, Pg. 592, File #147802	5/16/03
Nacogdoches	Texas	#49333, Vol. 1894, Pg. 169	5/16/03
Newton	Texas	Vol. 489, Pg. 932, File #125743	5/16/03
Nolan	Texas	Doc. #26365, Vol. 628, Pg. 1	5/16/03
Nueces	Texas	Doc. #2003025310	5/16/03
Ochiltree	Texas	Vol. 618, Pg. 36, File #60488	8/6/03
Orange	Texas	Vol. 1358, Pg. 851, Doc. #252072	5/16/03
Panola	Texas	Vol. 1184, Pg. 738, File #85097	5/16/03
		Vol. 1192, Pg. 559, File #86667	8/7/03
Pecos	Texas	Vol. 324, Pg. 210, File #79593	5/16/03
Polk	Texas	Vol. 2003-1327, Pg. 476, File #4784	5/16/03
Reagan	Texas	File #95722, Vol. 50, Pg. 944	5/16/03
Reeves	Texas	Vol. 664, Pg. 564	5/16/03
Roberts	Texas	Vol. 103, Pg. 168, File #032693	5/16/03
Rusk	Texas	Vol. 2390, Pg. 338, Doc. #87497	5/19/03
San Patricio	Texas	File #518539	5/19/03
Schleicher	Texas	File #080765, Vol. 434, Pg. 987	5/27/03
Scurry	Texas	Vol. 525, Pg. 653, File #00301759	5/19/03
Shelby	Texas	Bk. 962, Pg. 771, Ins. #2003-2293	5/21/03
Sherman	Texas	Bk. 248, Pg. 877, Ins. #013826	5/19/03
Smith	Texas	Vol. 7128, Pg. 134	5/19/03
Starr	Texas	Vol. 964, Pg. 61, Doc. #230190	5/19/03
Stephens	Texas	Vol. 1646, Pg. 122	5/22/03
Sterling	Texas	Doc. #11903, Vol. 17, Pg. 693	5/19/03
Sutton	Texas	Vol. 324, Pg. 706, Doc. #049687	5/19/03
Terry	Texas	Doc. #225298, Vol. 690, Pg. 27	5/19/03
Trinity	Texas	Vol. 704, Pg. 807, Doc. #114579	5/19/03
Upshur	Texas	Vol. 499, Pg. 710, File #4356	5/19/03
Upton	Texas	Vol. 731, Pg. 179, File #00131907	5/19/03
Van Zandt	Texas	Vol. 1820, Pg. 539, File #5362	5/19/03
Ward	Texas	File #939, Vol. 739, Pg. 703	5/20/03
Webb	Texas	Vol. 1396, Pg. 752, Doc. #798387	5/22/03
Wharton	Texas	Vol. 506, Pg. 379, Doc. #233817	5/19/03
Wheeler	Texas	Vol. 505, Pg. 898, Doc. #08014	5/19/03
Wichita	Texas	Vol. 2483, Pg. 144, File #11540	5/19/03
Wilbarger	Texas	File #089083, Vol. 543, Pg. 61	5/20/03
Winkler	Texas	Vol. 500, Pg. 817, File #B73029	5/19/03
Wise	Texas	Vol. 1285, Pg. 677, File #327583	5/19/03
Wood	Texas	Vol. 1919, Pg. 721, File #1340	5/19/03
Yoakum	Texas	Vol. 246, Pg. 100, File #222340	5/19/03
Zapata	Texas	Bk. 688, Pg. 580, File #1219179	5/20/03
Summit	Utah	File #00659210, Bk. 01536, Pg. 01147	5/21/03
Uintah	Utah	Entry 2003004015, Bk. 840, Pg. 485	5/27/03
Campbell	Wyoming	File #816599, Bk. 1870, Pg. 352	5/19/03
Carbon	Wyoming	File #0903497, Bk. 1037, Pg. 0170	5/19/03
Converse	Wyoming	File #892831, Bk. 1220, Pg. 0420	5/19/03
Crook	Wyoming	Bk. 406, Pg. 481, #562273	5/20/03

JURISDICTION	STATE	RECORDING DATA	RECORDED DATE
Fremont	Wyoming	Doc. #2003-1242410	6/25/03
Johnson	Wyoming	Bk. 296, Pg. 6, Doc. #014576	5/23/03
Natrona	Wyoming	Doc. #716963	5/23/03
Sublette	Wyoming	Bk. 124 O&G, Pg. 567, Doc. #297261	5/19/03
Sweetwater	Wyoming	Bk. 975, Pg. 897, Rec. #1386863	5/27/03
Washakie	Wyoming	Bk. 93, Pg. 1790, File #500027	5/20/03

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Schedule V

Second Amendment to Supplement to Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement from Samson Investment Company, Samson Resources Company, Dyco Petroleum Corporation, Samson Properties Incorporated, Samson Hydrocarbons Company, Samson-International, Ltd., Snyder Exploration Company, Eason Drilling & Services Company, and Samson Lone Star Limited Partnership to the trustees named therein, as trustee and Bank of America, N.A., as Collateral Agent and Secured Party, dated as of February 26, 2003 , filed as follows:

JURISDICTION	STATE	RECORDING DATA	RECORDED DATE
Assumption	Louisiana	Bk 284, Entry 211717	8/6/03
Calcasieu	Louisiana	File 2637440; Bk 2694, Pg 269	8/6/03
LaFourche	Louisiana	Bk 1025; Pg 455	8/11/03
Terrebonne	Louisiana	MOB 1582; Entry 1155509	8/6/03
Montmorency	Michigan	L-237; Pg 54	8/6/03
Lea	New Mexico	Bk 1244, Pg 215, File #42545	8/6/03
Beaver	Oklahoma	Bk. 1103, Pg 741	8/6/03
Beckham	Oklahoma	Bk 1783, Pg 903, File #1-2003-008061	8/6/03
Blaine	Oklahoma	Bk 877. Pg 35	8/13/03
Bryan	Oklahoma	#550774, Bk. 1035, Pg 584	8/6/03
Caddo	Oklahoma	#036891, Bk 2452, Pg 1	8/6/03
Canadian	Oklahoma	Bk 2781, Pg 281	8/6/03
Cimarron	Oklahoma	Bk. 324, Pg 723	8/6/03
Custer	Oklahoma	Bk. 1213, Pg 519, File #1-2003-005156	8/6/03
Dewey	Oklahoma	Bk 1197, Pg 186, File #2388	8/6/03
Ellis	Oklahoma	Bk. 681, Pg 745, File #2387	8/6/03
Grady	Oklahoma	Bk. 3521, Pg 102	8/6/03
Harper	Oklahoma	Bk 586, Pg 17	8/6/03
Haskell	Oklahoma	Bk. 646, Pg 51	8/6/03
Latimer	Oklahoma	Bk 620, Pg 726	8/6/03
Major	Oklahoma	Bk 1589, Pg 76	8/6/03
McClain	Oklahoma	Bk. 1553, Pg. 28-92	8/6/03
Pittsburg	Oklahoma	Bk. 1245, Pg 163, File #100463	8/6/03
Roger Mills	Oklahoma	Bk. 1719, Pg 326	8/11/03
Texas	Oklahoma	Bk. 1078, Pg 386	8/7/03
Washita	Oklahoma	Bk 967, Pg 311	8/6/03
Woodward	Oklahoma	Bk 1864, Pg 346	8/6/03
Aransas	Texas	File #257681	8/11/03
Cherokee	Texas	Vol. 1611, Pg 33, File #00517705	8/6/03
Colorado	Texas	Vol. 438, Pg 773, File #3240	8/6/03
Crockett	Texas	Vol. 626, Pg 1, File #139067	8/6/03
Freestone	Texas	Doc. #03005392 OR 1246 00254	8/6/03

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JURISDICTION	STATE	RECORDING DATA	RECORDED DATE
Hardin	Texas	Bk. 1385, Pg 261, File #2003-16337	8/6/03
Harrison	Texas	Vol. 2675, Pg 74, File #3009785	8/6/03
Hemphill	Texas	File # 037048, Vol 560, Pg 786	8/6/03
Hidalgo	Texas	File #1229333	8/7/03
Irion	Texas	Vol 150, Pg 593, File #21717	8/7/03
Jackson	Texas	Vol 225, Pg 418, File #49790	8/28/03
Limestone	Texas	Vol 1119, Pg 126, Reg. #33971	8/7/03
Nacogdoches	Texas	#52509, Vol 1942, Pg 180	8/7/03
Rusk	Texas	Vol 2406, Pg 496, Doc #90323	8/6/03
Shelby	Texas	Bk 968, Pg 367, Ins. #2003-3638	8/7/03
Starr	Texas	Vol 970, Pg 71, Doc #231554	8/6/03
Sutton	Texas	Vol 326, Pg 7, Doc. #049953	8/6/03
Webb	Texas	Vol 1445, Pg 459, Doc. #807610	8/22/03
Wheeler	Texas	Vol 508, Pg 245, Doc #08597	8/6/03
Campbell	Wyoming	File #820981, Bk 1898, Pg 144	8/11/03
Fremont	Wyoming	Doc. #2003-1244385	8/13/03
Sweetwater	Wyoming	Bk. 981, Pg 948, Rec. #1392715	8/7/03

SCHEDULE VI

Financing Statements (Pledge Agreements)

Debtor:	Jurisdiction:	File Number:	File Date:
Samson International, Ltd.	Oklahoma County, OK	0037269	07/10/2000
Samson International, Ltd.	Oklahoma County OK	2001005234926	08/02/2001
3041774 Nova Scotia ULC.	Alberta Registry, Edmonton, Alberta, Canada	01062915200	06/29/2001

608

309684

RECORDED March 12 2005 8:30 AM
IN BOOK 129 M PAGE 608
FEES $17.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
[illegible]

ASSIGNMENT

THE STATE OF WYOMING

COUNTY OF SUBLETTE

This Assignment is made effective as of the 26th day of July 2004.

ASSIGNOR: CASCADE ENERGY CORPORATION
4849 Greenville Avenue, Suite 1177
Dallas, TX 75206-4144

FRAZIER ENERGY CORPORATION
1718 Greentree Avenue
Duncanville, TX 75137

ASSIGNEE: Exxon Mobil Corporation, a New Jersey Corporation
P.O. Box 4610
Houston, Texas 77210-4610

Cascade Energy Corporation, a Texas Corporation, and Frazier Energy Corporation, a Texas Corporation (hereinafter called "Assignor", whether one or more), for TEN DOLLARS ($10.00) and other valuable consideration paid by Exxon Mobil Corporation, a New Jersey Corporation, (hereinafter called "Assignee"), Assignor, does transfer and assign unto Assignee all of Assignor's right, title and interest in and to the following oil and gas leases ("said leases") insofar only as they cover and include the oil, gas, casinghead gas and other gaseous or vaporous substances in, under and which may be produced from the land described on Exhibit "A" attached hereto (said leases as to said land shall hereinafter be referred to as "Assigned Premises").

TO HAVE AND TO HOLD the Assigned Premises unto the said Assignee forever, subject to and in accordance with all the terms and provisions of said leases and subject to the limitations, exceptions, reservations, covenants and conditions set forth below:

I) Such assignment is made subject to all matters of record as of July 26, 2004, and shall be free and clear of any additional burdens placed thereon.

II) Assignor warrants title to the Assigned Premises, by through and under Assignor, but not otherwise.

III) The terms and conditions in this Assignment shall be binding on the parties heirs, successors and assigns.

This Assignment may be signed in counterparts.

[redacted] [redacted] [redacted]

EXECUTED IN DUPLICATE ORIGINALS, on the dates set forth below, but effective on the date first set forth above.

ASSIGNOR:

CASCADE ENERGY CORPORATION

By: _____
Title: President
Date: 9/20/04

FRAZIER ENERGY CORPORATION

By: _____
Title: _____
Date: _____

ASSIGNEE:

EXXON MOBIL CORPORATION

By: _____
Attorney-in-Fact

Date: October 28, 2004

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this 28th day of October 2004, by Charles T. Howell, Attorney in Fact for EXXON MOBIL CORPORATION, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:

_____

Notary Public, State of ~~Texas~~ [redacted]

KENNETH HILGER
Notary Public, State of Texas
My Commission Expires
September 17, 2008

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on this 21st day of September, 2004, by Steven C. Hallworth, President, for Cascade Energy Corporation.

My Commission Expires:
10-7-06
yc

Yvonne R. Cohen
Notary Public

YVONNE R COHEN
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
OCTOBER 7, 2006

THE STATE OF TEXAS §
§
COUNTY OF §

The foregoing instrument was acknowledged before me on this _____ day of _____, 2004, by _____, _____, for _____.

My Commission Expires:
_____

_____
Notary Public,

[redacted] [redacted] [redacted]

EXHIBIT"A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN
ASSIGNMENT EFFECTIVE JULY 26th, 2004
BETWEEN CASCADE ENERGY CORPORATION,
FRAZIER ENERGY CORPORATION AND
EXXON MOBIL CORPORATION
COVERING ACREGAE IN TOWNSHIP 28 NORTH, RANGE 114 WEST
SUBLETTE COUNTY, WYOMING

	Federal Lease	Description
Lease 1	WYW 017208	Section 32: Lots 16 thru 20
Lease 2	WYW 317227	Section 28: SW/4; W/2NW/4;
Lease 3	WYW 317227A	Section 33: NW/4; N/2SW/4;
Lease 4	WYW 317228	Section 28: E/2NW/4; Section 32: Lots 11 thru 15
Lease 5	WYW 317229	Section 29: Lots 1, 2, 9 thru 12, 19, 20 Section 32: Lots 1 thru 10
Lease 6	WYW 320213	Section 29: Lots 3 thru 8, 13 thru 15
Lease 7	WYW 322610	Section 29: Lots 16 thru 18

This Assignment excludes ASSIGNORS interest in the 1-32 wellbore located in Section 32: lot 9, T28N-R114W, and its associated production.

612

309685

ASSIGNMENT

RECORDED March 2 2005 8:30 A
IN BOOK 129 O & G PAGE 612
FEES $ 17.00 M. L. [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By L. Freeman

THE STATE OF WYOMING

COUNTY OF SUBLETTE

This Assignment is made effective as of the 26th day of July 2004.

ASSIGNOR: CASCADE ENERGY CORPORATION
4849 Greenville Avenue, Suite 1177
Dallas, TX 75206-4144

FRAZIER ENERGY CORPORATION
1718 Greentree Avenue
Duncanville, TX 75137

ASSIGNEE: Exxon Mobil Corporation, a New Jersey Corporation
P.O. Box 4610
Houston, Texas 77210-4610

Cascade Energy Corporation, a Texas Corporation, and Frazier Energy Corporation, a Texas Corporation (hereinafter called "Assignor", whether one or more), for TEN DOLLARS ($10.00) and other valuable consideration paid by Exxon Mobil Corporation, a New Jersey Corporation, (hereinafter called "Assignee"), Assignor, does transfer and assign unto Assignee all of Assignor's right, title and interest in and to the following oil and gas leases ("said leases") insofar only as they cover and include the oil, gas, casinghead gas and other gaseous or vaporous substances in, under and which may be produced from the land described on Exhibit "A" attached hereto (said leases as to said land shall hereinafter be referred to as "Assigned Premises").

TO HAVE AND TO HOLD the Assigned Premises unto the said Assignee forever, subject to and in accordance with all the terms and provisions of said leases and subject to the limitations, exceptions, reservations, covenants and conditions set forth below:

I) Such assignment is made subject to all matters of record as of July 26, 2004, and shall be free and clear of any additional burdens placed thereon.

II) Assignor warrants title to the Assigned Premises, by through and under Assignor, but not otherwise.

III) The terms and conditions in this Assignment shall be binding on the parties heirs, successors and assigns.

This Assignment may be signed in counterparts.

[redacted] [redacted] [redacted]

EXECUTED IN DUPLICATE ORIGINALS, on the dates set forth below, but effective on the date first set forth above.

ASSIGNOR:

CASCADE ENERGY CORPORATION

By:_____
Title:_____
Date:_____

FRAZIER ENERGY CORPORATION

By: Ruth R Frazier
Title: President
Date: 9/22/04

ASSIGNEE:

EXXON MOBIL CORPORATION

By: _____
Attorney-in-Fact

Date: October 28, 2004

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this 28th day of October 2004, by Charles T. Howell, Attorney in Fact for EXXON MOBIL CORPORATION, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:

_____

Notary Public, State of Texas.

KENNETH HILGER
Notary Public, State of Texas
My Commission Expires
September 17, 2005

THE STATE OF TEXAS §
§
COUNTY OF Dallas §

The foregoing instrument was acknowledged before me on this 22nd day of September, 2004, by Richard R. Frazier, for Frazier Energy Corporation.

My Commission Expires:
November 26, 2005

Annette Marty
Notary Public,

THE STATE OF TEXAS §
§
COUNTY OF §

The foregoing instrument was acknowledged before me on this _____ day of _____, 2004, by _____, for _____.

My Commission Expires:
_____

_____
Notary Public,

[redacted] [redacted] [redacted]

EXHIBIT"A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN
ASSIGNMENT EFFECTIVE JULY 26th, 2004
BETWEEN CASCADE ENERGY CORPORATION,
FRAZIER ENERGY CORPORATION AND
EXXON MOBIL CORPORATION
COVERING ACREGAE IN TOWNSHIP 28 NORTH, RANGE 114 WEST
SUBLETTE COUNTY, WYOMING

	Federal Lease	Description
Lease 1	WYW 017208	Section 32: Lots 16 thru 20
Lease 2	WYW 317227	Section 28: SW/4; W/2NW/4;
Lease 3	WYW 317227A	Section 33: NW/4; N/2SW/4;
Lease 4	WYW 317228	Section 28: E/2NW/4; Section 32: Lots 11 thru 15
Lease 5	WYW 317229	Section 29: Lots 1, 2, 9 thru 12, 19, 20 Section 32: Lots 1 thru 10
Lease 6	WYW 320213	Section 29: Lots 3 thru 8, 13 thru 15
Lease 7	WYW 322610	Section 29: Lots 16 thru 18

This Assignment excludes ASSIGNORS interest in the 1-32 wellbore located in Section 32: lot 9, T28N-R114W, and its associated production.

616

309686

ASSIGNMENT

RECORDED March 2 2005 8:30 A
IN BOOK 129 Or 4 PAGE 616
FEES $ 14.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
[illegible]

THE STATE OF WYOMING

COUNTY OF SUBLETTE

This Assignment is made effective as of Assignors notary date below.

ASSIGNOR: PenSA, Inc
609 W. Littleton Blvd.
Denver, CO 80120

ASSIGNEE: Exxon Mobil Corporation, a New Jersey Corporation
P.O. Box 4610
Houston, Texas 77210-4610

PenSA, Inc. (hereinafter called "Assignor", whether one or more), for TEN DOLLARS ($10.00) and other valuable consideration paid by Exxon Mobil Corporation, a New Jersey Corporation, (hereinafter called "Assignee"), does transfer and assign unto Assignee all of Assignor's right, title and interest in and to the Record Title and Operating Rights of those oil and gas leases ("said Leases") further described on Exhibit "A" attached hereto, reference to which being hereby made for all purposes, insofar only as they cover and include the oil, gas, casinghead gas and other gaseous or vaporous substances in, under and which may be produced from the land described on Exhibit "A" (said Leases as to said land shall hereinafter be referred to as "Assigned Premises") retaining unto Assignor an overriding royalty equal to the difference between existing burdens, including but not limited to the lease royalty burden and overriding royalty burdens existing of record as of September 1, 2004, and 20%.

TO HAVE AND TO HOLD the Assigned Premises unto the said Assignee forever, subject to and in accordance with all the terms and provisions of said Leases and subject to the limitations, exceptions, reservations, covenants and conditions set forth below:

I) That certain unrecorded Letter Agreement dated November 19, 2004 between Assignor and Assignee in which Assignor retains a 15% carried working interest election exercisable as provided in said Letter Agreement. Said Letter Agreement remains in full force and effect and does not merge with any conveyance. The covenants, conditions, and other provisions of said Letter Agreement shall endure and shall not be extinguished by the doctrine of merger by deed or any similar doctrine and, as to the Assigned Premises, shall run with the land.

II) This assignment is made subject to all matters of record as of September 8, 2004, and shall be free and clear of any additional burdens placed thereon, save and except the overriding royalty created herein. The overriding royalty retained herein shall be paid by ExxonMobil in accordance with the rules and regulations controlling the payment of Federal royalties on the Leases.

III) Assignor specially warrants title to the Assigned Premises, by through and under Assignor, but not otherwise.

IV) The terms and conditions in this Assignment shall be binding on the parties heirs, successors and assigns.

V) The assignment of interests of Record Title and Operating Rights set forth herein is in duplication of and not in addition to those assignments of Record Title and Operating Rights interests in and to the Leases prepared upon Federal forms for such assignments and filed with the appropriate Federal Agencies for approval pursuant to Federal rules and regulations, which forms likewise reference the overriding royalty retained herein and the carried working interest set forth in the Letter Agreement referenced above. This instrument is executed for the purpose of clearly stating the interests being retained by Assignor and for recording pursuant to the Laws of the State of Wyoming in the appropriate records maintained in and for the County of Sublette, Wyoming.

EXECUTED IN DUPLICATE ORIGINALS, on the dates set forth below, but effective on the date first set forth above.

ASSIGNOR:

PenSA, Inc.

By: _____
Louis Pendleton
President

Date: 11/19/04

ASSIGNEE:

EXXON MOBIL CORPORATION

By: _____
Charles T. Howell
Attorney-in-Fact

Date: November 19, 2004

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on this 19th day of November, 2004, by Charles T. Howell, Attorney in Fact for EXXON MOBIL CORPORATION, a New Jersey corporation, on behalf of said corporation.

My Commission Expires:

_____

_____
Notary Public, State of Tex[redacted]

KENNETH HILGER
Notary Public, State of Texas
My Commission Expires
September 17, 2005

THE STATE OF COLORADO §
§
COUNTY OF Denver §

The foregoing instrument was acknowledged before me on this 19 day of November, 2004, by Louis Pendleton, President, for PenSA, Inc.

My Commission Expires:
12-11-07

_____
Notary Public,

MARGARET PRICE
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 12/11/2007

EXHIBIT "A"

Attached to a made a part of that certain
Assignment between
PenSA, Inc., as Assignor, and
Exxon Mobil Corporation, as Assignee

Lease Number	Description	Lease Date	Lease Acres
WYW-121450	Township 30 North-Range 115 West Section 1: All Section 12: All Section 13: All	10/1/90	1,886.14
WYW-121451	Township 30 North-Range 115 West Section 14: All Section 15: All Section 22: All Section 23: All	10/1/90	2,560.00
WYW-121453	Township 30 North-Range 115West Section 26: All Section 27: All Section 34: All Section 35: All	10/1/90	2,560.00
WYW-121457	Township 31 North-Range 115 West Section 36: All	10/1/90	640.00
WYW-121697	Township 30 North-Range 115 West Section 2: All Section 3: E/2 Section 10: E/2 Section 11: All	9/1/91	1,926.53
WYW-121701	Township 31 North-Range 115 West Section 33: All Section 34: All Section 35: All	9/1/90	1,920.00
WYW-124447	Township 30 North-Range 115 West Section 36: All	7/1/91	635.20

[redacted] [redacted] [redacted]

ASSIGNMENT OF OIL AND GAS LEASES

This assignment is from John P. Lockridge, with offices at 1801 Broadway, Suite 1250, Denver, Colorado, 80202, hereinafter referred to as the 'Assignor',
to Mountain Energy, LLC, with offices at 1801 Broadway, Suite 1250, Denver, Colorado 80202, hereinafter referred to as 'Assignee".

For good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the Assignor does hereby GRANT, BARGAIN, SELL, TRANSFER, CONVEY, ASSIGN and SET OVER unto the Assignee the following interests:

i. All of the Assignor's right, title and interest in and to the certain oil and gas leases insofar as they cover the land more particularly described in 'Exhibit A' attached hereto and made a part hereof; and

ii. All of Assignor's right, title and interest in, to and under or derived from, all of the presently existing and valid unitization and pooling agreements, spacing units, pooling orders, and the units created thereby, including all units formed under orders, regulations, rules or other government agency having jurisdiction over the same; and

iii. All of Assignor's right, title and interest in, to and under or derived from, all of the presently existing and valid oil and gas sales, purchase and processing contracts and agreements, operating agreements, and other agreements; and

iv. All of Assignor's right, title and interest in and to all personal property, equipment, fixtures and improvements situated upon or used or useful or held for future use in connection with the operation, use or occupancy of the wells located on the leases or lands pooled therewith; including, but not limited to, all disposal wells, wellhead equipment, surface equipment, tubulars, tanks, buildings, fixtures, machinery and other equipment, pipelines, compressors, gasoline and gas processing plants, powerlines and roads.

v. It is the intent of the Assignor to convey all of his right, title and interest in and to all oil and gas leases and associated oil and gas wells located theron or on lands pooled therewith, whether or not listed or whether or not adequately described in 'Exhibit A', in which the Assignor has an interest in Sublette County.

TO HAVE AND TO HOLD unto Assignee, its successors and assigns forever.

This Assignment is made subject to all valid and existing matters that are of public record affecting Assignor's interests in any of the Leases.

This assignment is made without warranty of title, either expressed, statutory or implied. Assignor does not warrant the quality, quantity, weight, grade, fitness for particular purpose or merchantability of any materials or equipment included in this Assignment and Assignee accepts all such property "AS IS WHERE IS". Assignor hereby grants and transfers to Assignee and its successors and assigns, to the extent so transferable, the benefit of and the rights to enforce against Assignor's predecessors in title, with full rights of substitution and subrogation thereto.

309805

RECORDED March 8 2005 3:00 PM
IN BOOK 129 Or 4 PAGE 619
FEES $ 157 00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By L. Freeman

All of the covenants, terms, conditions and obligations hereof shall constitute covenants running with the lands and same shall inure to the benefit of and be binding upon the Party hereto, their heirs, legal representatives, successors, and assigns.

EXECUTED AND EFFECTIVE THIS 15TH DAY OF JANUARY, 2005.

John P. Lockridge

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared John P. Lockridge, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 15th day of January, 2005.

Notary Public

MY COMMISSION EXPIRES 11/15/08

REBECCA L. HENDERSON NOTARY PUBLIC STATE OF COLORADO

My Commission Expires 11/15/2008

ATTACHED TO AND MADE PART OF THAT CERTAIN ASSIGNMENT OF OIL & GAS LEASES,
EFFECTIVE JANUARY 15, 2005, BY AND BETWEEN
JOHN P. LOCKRIDGE, AS ASSIGNOR, AND MOUNTAIN ENERGY, LLC, AS ASSIGNEE.

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	GROSS ACRES	RECORDING DATA BOOK	RECORDING DATA PAGE	FILE LEASE #
USA WYW-132764 Bureau of Land Management	High Plains Associates, Inc.	7/1/1994	TOWNSHIP 35 NORTH, RANGE 113 WEST, 6th P.M. SECTION 11: NE¼, NE¼NW¼, SW¼, N½SE¼ SECTION 14: SW¼NE¼, E½NW¼, NE¼SW¼, S½SW¼, SE¼ SECTION 19: LOT 4 SECTION 22: ALL SECTION 23: ALL SECTION 27: N½, NE¼SE¼ SECTION 30: LOTS 1-4, E½W½, NE¼, N½SE¼, SW¼SE¼	3080.12	N/A	N/A	WY05700600
USA WYW-132828 Bureau of Land Management	High Plains Associates, Inc.	7/1/1994	TOWNSHIP 36 NORTH, RANGE 113 WEST, 6th P.M. SECTION 22: ALL SECTION 27: ALL SECTION 34: ALL	1920.00	N/A	N/A	WY05700700
USA WYW-132829 Bureau of Land Management	High Plains Associates, Inc.	7/1/1994	TOWNSHIP 37 NORTH, RANGE 113 WEST, 6th P.M. SECTION 25: W½SW¼ SECTION 26: NW¼SE¼, SE¼SE¼ SECTION 34: NE¼NE¼, S½NE¼, SE¼NW¼, NE¼SW¼, S½SW¼, SE¼ SECTION 35: LOT 2, NE¼NE¼, W½SW¼, SE¼SW¼, SE¼ SECTION 36: W½W½	1117.76	N/A	N/A	WY05700800
USA WYW-132830 Bureau of Land Management	High Plains Associates, Inc.	7/1/1994	TOWNSHIP 36 NORTH, RANGE 113 WEST, 6th P.M. SECTION 4: LOTS 1-4, S½N½, S½ SECTION 5: LOTS 1-4, S½N½, S½ SECTION 6: LOTS 1-7, S½NE¼, SE¼NW¼, E½SW¼, SE¼ SECTION 7: LOTS 1-4, E½W½, E½ SECTION 8: ALL SECTION 9: ALL SECTION 16: ALL SECTION 17: ALL SECTION 18: LOTS 1-4, E½W½, E½	7819.62	N/A	N/A	WY05700900

ATTACHED TO AND MADE PART OF THAT CERTAIN ASSIGNMENT OF OIL & GAS LEASES,
EFFECTIVE JANUARY 15, 2005, BY AND BETWEEN
JOHN P. LOCKRIDGE, AS ASSIGNOR, AND MOUNTAIN ENERGY, LLC, AS ASSIGNEE.

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	GROSS ACRES	RECORDING DATA BOOK	PAGE	FILE LEASE #
			SECTION 19: LOTS 1-4, E½W½, E½ SECTION 20: ALL SECTION 21: ALL SECTION 30: LOTS 1-2, NE¼, E½NW¼				
USA WYW-132831 Bureau of Land Management	High Plains Associates, Inc.	7/1/1994	TOWNSHIP 36 NORTH, RANGE 114 WEST, 6th P.M. SECTION 22: ALL SECTION 23: ALL SECTION 24: ALL SECTION 25: ALL SECTION 26: ALL SECTION 27: ALL SECTION 28: E½, E½W½, SW¼NW¼, W½SW¼ SECTION 33: N½ SECTION 34: N½ SECTION 35: N½	5400.00	N/A	N/A	WY05701000
USA WYW-132832 Bureau of Land Management	High Plains Associates, Inc.	7/1/1994	TOWNSHIP 36 NORTH, RANGE 114 WEST, 6th P.M. SECTION 1: LOTS 1-4, S½N½, S½ SECTION 2: LOTS 3-4, SE¼NE¼, SW¼NW¼, E½SE¼, W½SE¼ SECTION 10: S½NE¼, SE¼NW¼, S½ SECTION 11: ALL SECTION 12: ALL SECTION 13: ALL SECTION 14: ALL SECTION 15: ALL SECTION 16: E½NE¼, NE¼NE¼NW¼NE¼, S½NE¼NW¼NE¼, SE¼NW¼NE¼, E½E½SW¼NE¼, W½NE¼NW¼, W½SE¼NE¼NW¼, W½E½SE¼NW¼, W½SE¼NW¼, W½W½, W½E½NE¼SW¼, W½NE¼SW¼, SE¼SE¼NE¼SW¼, SE¼SW¼, NE¼SE¼, NE¼NE¼NW¼SE¼,	5201.50	N/A	N/A	WY05701100

622

ATTACHED TO AND MADE PART OF THAT CERTAIN ASSIGNMENT OF OIL & GAS LEASES,
EFFECTIVE JANUARY 15, 2005, BY AND BETWEEN
JOHN P. LOCKRIDGE, AS ASSIGNOR, AND MOUNTAIN ENERGY, LLC, AS ASSIGNEE.

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	GROSS ACRES	RECORDING DATA BOOK	PAGE	FILE LEASE #
			S½NE¼NW¼SE¼, E½SW¼NW¼SE¼, SW¼SW¼NW¼SE¼, SE¼NW¼SE¼, S½SE¼; SECTION 21: NE¼NE¼, N½NW¼, SW¼NW¼				
USA WYW-133112 Bureau of Land Management	High Plains Associates, Inc.	8/1/1994	TOWNSHIP 36 NORTH, RANGE 113 WEST, 6th P.M. SECTION 15: ALL	640.00	N/A	N/A	WY05701200
USA WYW-145809 Bureau of Land Management	Prima O&G Co	8/01/98	TOWNSHIP 36 NORTH, RANGE 113 WEST, 6th P.M. SECTION 3: LOTS 1-4, S½N½, S½	612.400	108	311	WY05702500
USA WYW-136834 Bureau of Land Management	Mountain States Fuels	7/01/95	TOWNSHIP 33 NORTH, RANGE 112 WEST, 6th P.M. SECTION 8: E½ SECTION 10: N½, N½SW¼, SE¼SW¼, SE¼ SECTION 22: NW¼	1080.00	N/A	N/A	WY05702800
USA WYW-136835 Bureau of Land Management	Mountain States Fuels	7/01/95	TOWNSHIP 33 NORTH, RANGE 112 WEST, 6th P.M. SECTION 18: NE¼SW¼, SW¼SE¼ SECTION 19: LOTS 1-4, S½NE¼, E½W½, SE¼ SECTION 20: SW¼NW¼, N½SW¼, NW¼SE¼ SECTION 30: LOT 1, NE¼NW¼ TOWNSHIP 33 NORTH, RANGE 113 WEST, 6th P.M. SECTION 12: E½, N½SW¼, SE¼SW¼ SECTION 13: NE¼NE¼, SW¼NW¼, SW¼, W½SE¼, SE¼SE¼ SECTION 24: ALL SECTION 25: N½NE¼, E½NW¼	2478.75	N/A	N/A	WY05702900
USA WYW-136836 Bureau of Land Management	Mountain States Fuels	7/01/95	TOWNSHIP 36 NORTH, RANGE 112 WEST, 6th P.M. SECTION 1: LOTS 3-4, S½NW¼, W½SW¼, SE¼ SECTION 2: LOTS 1-2, SE¼NE¼, S½ SECTION 3: E½SE¼ SECTION 11: W½E½, W½ SECTION 13: E½ SECTION 14: W½NE¼, W½, SE¼	2307.58	N/A	N/A	WY05703000

623

ATTACHED TO AND MADE PART OF THAT CERTAIN ASSIGNMENT OF OIL & GAS LEASES,
EFFECTIVE JANUARY 15, 2005, BY AND BETWEEN
JOHN P. LOCKRIDGE, AS ASSIGNOR, AND MOUNTAIN ENERGY, LLC, AS ASSIGNEE.

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	GROSS ACRES	RECORDING DATA BOOK	PAGE	FILE LEASE #
			SECTION 24: NW¼SW¼				
USA WYW-136839 Bureau of Land Management	Mountain States Fuels	7/01/95	TOWNSHIP 36 NORTH, RANGE 112 WEST, 6th P.M. SECTION 10: W½, SE¼ SECTION 15: NE¼, E½SE¼ SECTION 23: N½NW¼	800.00	N/A	N/A	WY05703100
USA WYW-136850 Bureau of Land Management	Mountain States Fuels	7/01/95	TOWNSHIP 36 NORTH, RANGE 113 WEST, 6th P.M. SECTION 1: LOTS 1-4, S½N½, S½ SECTION 12: E½, E½W½	1108.40	102	576	WY05703300
USA WYW-136851 Bureau of Land Management	Mountain States Fuels	7/01/95	TOWNSHIP 36 NORTH, RANGE 113 WEST, 6th P.M. ~~SECTION 13: E½~~ SECTION 14: W½ SECTION 24: W½	960.00	102	583	WY05703400
USA WYW-136343 Bureau of Land Management	Mountain States Fuels, Inc.	5/1/1995	TOWNSHIP 34 NORTH, RANGE 112 WEST, 6th P.M. SECTION 32: ALL SECTION 35: ALL	1280.00	N/A	N/A	WY05703500
USA WYW-136346 Bureau of Land Management	Mountain States Fuels, Inc.	5/1/1995	TOWNSHIP 35 NORTH, RANGE 112 WEST, 6th P.M. SECTION 7: LOT 4, SE¼SW¼, S½SE¼ SECTION 18: LOTS 1-4, E½, E½W½ SECTION 19: LOTS 1-4, E½, E½W½ SECTION 30: LOTS 1-4, E½, E½W½ SECTION 31: LOTS 1, 2, N½NE¼, SW¼NE¼, E½NW¼;	2343.07	N/A	N/A	WY05703700
USA WYW-136347 Bureau of Land Management	Mountain States Fuels, Inc.	5/1/1995	TOWNSHIP 35 NORTH, RANGE 112 WEST, 6th P.M. SECTION 8: S½SW¼, SW¼SE¼ SECTION 17: ALL SECTION 20: E½, NW¼NW¼ SECTION 21: ALL	1760.00	N/A	N/A	WY05703800
USA WYW-136348 Bureau of Land Management	Mountain States Fuels, Inc.	5/1/1995	TOWNSHIP 35 NORTH, RANGE 112 WEST, 6th P.M. SECTION 13: SE¼SW¼, SW¼SE¼ SECTION 22: S½N½, S½ SECTION 23: NE¼NE¼, S½N½, S½ SECTION 24: NW¼, NW¼SW¼, SE¼	1440.00	N/A	N/A	WY05703900
USA WYW-136349	Mountain States Fuels, Inc.	5/1/1995	TOWNSHIP 35 NORTH, RANGE 112 WEST,	2400.00	N/A	N/A	WY05704000

ATTACHED TO AND MADE PART OF THAT CERTAIN ASSIGNMENT OF OIL & GAS LEASES,
EFFECTIVE JANUARY 15, 2005, BY AND BETWEEN
JOHN P. LOCKRIDGE, AS ASSIGNOR, AND MOUNTAIN ENERGY, LLC, AS ASSIGNEE.

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	GROSS ACRES	RECORDING DATA BOOK	PAGE	FILE LEASE #
Bureau of Land Management			6th P.M. SECTION 25: NE¼, SW¼, W½SE¼ SECTION 26: ALL SECTION 27: ALL SECTION 34: N½N½ SECTION 35: N½, E½SW¼, SE¼				
USA WYW-136350 Bureau of Land Management	Mountain States Fuels, Inc.	5/1/1995	TOWNSHIP 35 NORTH, RANGE 112 WEST, 6th P.M. SECTION 28: S½ SECTION 29: S½; SECTION 32: E½, E½W½, NW¼NW¼ SECTION 33: NE¼, NE¼NW¼, S½NW¼, S½	1760.00	N/A	N/A	WY05704100
USA WYW-136358 Bureau of Land Management	Mountain States Fuels, Inc.	5/1/1995	TOWNSHIP 36 NORTH, RANGE 113 WEST, 6th P.M. SECTION 2: LOTS 1-4, S½N½, S½ SECTION 10: S½ SECTION 11: ALL	1575.20	101	677	WY05704200
USA WYW-136359 Bureau of Land Management	Mountain States Fuels, Inc.	5/1/1995	TOWNSHIP 36 NORTH, RANGE 113 WEST, 6th P.M. SECTION 14: E½ SECTION 23: ALL SECTION 26: ALL	1600.00	101	684	WY05704300
USA WYW-147054 Bureau of Land Management	Prima Oil & Gas Company	12/1/1998	TOWNSHIP 34 NORTH, RANGE 113 WEST, 6th P.M. SECTION 15: E½SE¼	80.00	N/A	N/A	WY05704900
USA WYW-145805 Bureau of Land Management	Prima Oil & Gas Company	8/1/1998	TOWNSHIP 37 NORTH, RANGE 111 WEST, 6th P.M. SECTION 24: ALL SECTION 25: ALL SECTION 26: E½, W½NW¼, SE¼NW¼, SW¼ SECTION 27: ALL	2520.00	N/A	N/A	WY05705000
USA WYW-145806 Bureau of Land Management	Prima Oil & Gas Company	8/1/1998	TOWNSHIP 37 NORTH, RANGE 111 WEST, 6th P.M. SECTION 32: E½ SECTION 33: N½, N½S½ SECTION 34: ALL SECTION 35: ALL	2080.00	N/A	N/A	WY05705100
USA WYW-145808 Bureau of Land Management	Prima Oil & Gas Company	8/1/1998	TOWNSHIP 35 NORTH, RANGE 112 WEST, 6th P.M. SECTION 6: LOTS 3-5, SE¼NW¼,	359.25	108	317	WY05705200

ATTACHED TO AND MADE PART OF THAT CERTAIN ASSIGNMENT OF OIL & GAS LEASES,
EFFECTIVE JANUARY 15, 2005, BY AND BETWEEN
JOHN P. LOCKRIDGE, AS ASSIGNOR, AND MOUNTAIN ENERGY, LLC, AS ASSIGNEE.

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	GROSS ACRES	RECORDING DATA BOOK	PAGE	FILE LEASE #
			NE¼SW¼ SECTION 29: NW¼				
USA WYW-148573 Bureau of Land Management	Prima Oil & Gas Company	8/1/1999	TOWNSHIP 33 NORTH, RANGE 112 WEST, 6th P.M. SECTION 10: SW¼SW¼ SECTION 15: ALL SECTION 21: NE¼, NE¼NW¼ SECTION 22: NE¼, N½SE¼, SE¼SE¼ SECTION 27: SE¼NE¼	1200.00	111	696	WY05705300
State of Wyoming 00-00389	Prima Oil & Gas Company	7/2/2000	TOWNSHIP 35 NORTH, RANGE 111 WEST, 6th P.M. SECTION 16: ALL	640.00	116	312	WY05705900
State of Wyoming 00-00390	Prima Oil & Gas Company	7/2/2000	TOWNSHIP 35 NORTH, RANGE 111 WEST, 6th P.M. SECTION 36: ALL	640.00	116	315	WY 5706000
State of Wyoming 00-00391	Prima Oil & Gas Company	7/2/2000	TOWNSHIP 36 NORTH, RANGE 111 WEST, 6th P.M. SECTION 36: ALL	640.00	116	318	WY 5706100
State of Wyoming 00-00392	Prima Oil & Gas Company	7/2/2000	TOWNSHIP 37 NORTH, RANGE 111 WEST, 6th P.M. SECTION 36: ALL	640.00	116	321	WY 5706200
State of Wyoming 00-00393	Prima Oil & Gas Company	7/2/2000	TOWNSHIP 35 NORTH, RANGE 112 WEST, 6th P.M. SECTION 16: ALL	640.00	116	324	WY05706300
State of Wyoming 00-00394	Prima Oil & Gas Company	7/2/2000	TOWNSHIP 35 NORTH, RANGE 113 WEST, 6th P.M. SECTION 16: ALL	640.00	116	327	WY05706400
State of Wyoming 00-00395	Prima Oil & Gas Company	7/2/2000	TOWNSHIP 36 NORTH, RANGE 113 WEST, 6th P.M. SECTION 36: ALL	640.00	116	330	WY05706500
State of Wyoming 00-00619	Prima Oil & Gas Company	10/2/2000	TOWNSHIP 36 NORTH, RANGE 111 WEST, 6th P.M. SECTION 16: ALL	640.00	116	544	WY05706600
State of Wyoming 00-00622	Prima Oil & Gas Company	10/2/2000	TOWNSHIP 35 NORTH, RANGE 112 WEST, 6th P.M. SECTION 31: SE¼NE¼, E½SW¼, SE¼, LOTS 3, 4	356.97	116	547	WY5706700
State of Wyoming 00-00623	Prima Oil & Gas Company	10/2/2000	TOWNSHIP 35 NORTH, RANGE 112 WEST, 6th P.M. SECTION 32: SW¼NW¼, W½SW¼	120.00	116	550	WY05706800

ATTACHED TO AND MADE PART OF THAT CERTAIN ASSIGNMENT OF OIL & GAS LEASES,
EFFECTIVE JANUARY 15, 2005, BY AND BETWEEN
JOHN P. LOCKRIDGE, AS ASSIGNOR, AND MOUNTAIN ENERGY, LLC, AS ASSIGNEE.

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	GROSS ACRES	RECORDING DATA BOOK	PAGE	FILE LEASE #
State of Wyoming 00-00624	Prima Oil & Gas Company	10/2/2000	TOWNSHIP 35 NORTH, RANGE 112 WEST, 6th P.M. SECTION 36: ALL	640.00	116	553	WY05706900
State of Wyoming 00-00846	Prima Oil & Gas Company	12/2/2000	TOWNSHIP 35 NORTH, RANGE 113 WEST, 6th P.M. SECTION 36: ALL	640	117	268	WY05707000
USA WYW-154252 Bureau of Land Management	LCM LTD LLC	11/1/2001	TOWNSHIP 36 NORTH, RANGE 112 WEST, 6th P.M. SECTION 18: N½NE¼, SW¼NE¼	120.00	N/A	N/A	WY05707200
State of Wyoming 02-00356	Prima Oil & Gas Company	10/02/2002	TOWNSHIP 34 NORTH, RANGE 112 WEST, 6th P.M. SECTION 4: S½NW¼, N½S½	240	N/A	N/A	WY05707300
State of Wyoming 02-00357	Prima Oil & Gas Company	10/02/2002	TOWNSHIP 34 NORTH, RANGE 112 WEST, 6th P.M. SECTION 5: LOT 4, S½N½, NE¼SW¼, N½SE¼	320.65	N/A	N/A	WY05707400
State of Wyoming 02-00358	Prima Oil & Gas Company	10/02/2002	TOWNSHIP 34 NORTH, RANGE 112 WEST, 6th P.M. SECTION 6: LOTS 1-4, S½NE¼	239.85	N/A	N/A	WY05707500
State of Wyoming 02-00359	Prima Oil & Gas Company	10/02/2002	TOWNSHIP 34 NORTH, RANGE 112 WEST, 6th P.M. SECTION 16: ALL	640	N/A	N/A	WY05707600
USA WYW-160137 Bureau of Land Management	John P Lockridge	09/01/2004	TOWNSHIP 33 NORTH, RANGE 113 WEST, 6th P.M. SECTION 31: LOT 1, NE¼NW¼	79.650	N/A	N/A	WY05707700
State of Wyoming 04-00354	John P Lockridge	06/02/2004	TOWNSHIP 34 NORTH, RANGE 111 WEST, 6th P.M. SECTION 31: LOTS 1,2, NW¼NE¼, S½NE¼, E½NW¼	276.99	N/A	N/A	WY05707800
State of Wyoming 04-00353	John P Lockridge	06/02/2004	TOWNSHIP 34 NORTH, RANGE 111 WEST, 6th P.M. SECTION 16: ALL	640	N/A	N/A	WY05707900
USA WYW-135155 Bureau of Land Management	High Plains Associates, Inc.	2/1/1995	TOWNSHIP 36 NORTH, RANGE 113 WEST, 6th P.M. SECTION 12: W½W½ SECTION 13: W½ SECTION 24: E½ SECTION 25: ALL SECTION 35: ALL	2080.00	N/A	N/A	WY05700200

627

628

Form 3000-3
(January 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: December 31, 2001

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No. **WYW-136853**

Lease Effective Date (Anniversary Date) **JULY 1, 1995**

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **MOUNTAIN ENERGY, LLC**
   Street **1801 BROADWAY, SUITE 1250**
   City, State, ZIP Code **DENVER, CO 80202**

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Record Title, ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description (Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.)	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 30 NORTH, RANGE 114 WEST, SECTION 1: LOTS 1-4, S2N2, S2 SECTION 2: LOTS 1-4, S2N2, S2 SECTION 11: NE, S2 SECTION 12: N2NE, SENE, NW, W2SW, SESW, S2SE SUBLETTE COUNTY, WYOMING CONTAINING 2244.440 ACRES, MORE OR LESS	1.25%	1.25%	0.00%	NONE	THOSE OF RECORD

309806

RECORDED March 8 2005 3:00 PM
IN BOOK 129 Qv 9 PAGE 628
FEES $14.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Peggy L. Freeman

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;

Assignment approved effective _____

By _____
(Authorized Officer)

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form.

_____
(Title) (Date)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in item No. 1, if needed, or for Land Description in Item No. 2, if needed.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies ownership of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 7TH day of FEBRUARY, 20 05

Name of Assignor as shown on current lease: JOHN P. LOCKRIDGE
Please type or print

Assignor or Attorney-in-fact: John P. Lockridge (Signature)

1801 BROADWAY, SUITE 1250
(Assignor's Address)

DENVER (City) CO (State) 80202 (Zip Code)

Executed this 7TH day of FEBRUARY, 20 05

MOUNTAIN ENERGY, LLC

Assignee or Attorney-in-fact: [signature] 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 (W)-630), Mail Stop 401 LS, 1849 C Street, N.W., Washington, D.C. 20240.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

ATTACHED TO AND MADE A PART OF THAT CERTAIN
ASSIGNMENT OF RECORD TITLE INTEREST
Serial Number WYW-136853

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared John P. Lockridge, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 7th day of February, 2005.

Rebecca Henderson
Notary Public

MY COMMISSION EXPIRES 11/15/04

REBECCA L. HENDERSON NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/15/2006

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared Steven R. Matre, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 7th day of February, 2005.

Rebecca Henderson
Notary Public

MY COMMISSION EXPIRES 11/15/08

REBECCA L. HENDERSON NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/15/2008

Form 3000-3
(January 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: December 31, 2001

Lease Serial No. WYW-136854

Lease Effective Date (Anniversary Date) JULY 1, 1995

New Serial No.

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* MOUNTAIN ENERGY, LLC
   Street 1801 BROADWAY, SUITE 1250
   City, State, ZIP Code DENVER, CO 80202

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Record Title, ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description (Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.)	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 30 NORTH, RANGE 114 WEST, SECTION 3: LOTS 1-4, S2N2, SW, W2SE, SESE SECTION 4: S2N2 SECTION 5: LOTS 1,2, S2NE SECTION 9: N2, N2SW SECTION 10: N2, SW, N2SE, SWSE SECTION 15:S2NE SUBLETTE COUNTY, WYOMING CONTAINING 2005.270 ACRES, MORE OR LESS	1.25%	1.25%	0.00%	NONE	THOSE OF RECORD

RECORDED March 8 2005 3:00 P
IN BOOK 129 OR 4 PAGE 631
FEES $14.00 Mary L. Lyon COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
Mary L. Freeman

309807

FOR BLM USE ONLY -- DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;

Assignment approved effective _____

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form.

By _____ (Authorized Officer) _____ (Title) _____ (Date)

631

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in item NO. 1, if needed, or for Lands [illegible] in item NO. 2, if needed.

[illegible]

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 7TH day of FEBRUARY, 20 05

Name of Assignor as shown on current lease: JOHN P. LOCKRIDGE
Please type or print

Assignor or Attorney-in-fact: John P. Lockridge (Signature)

1801 BROADWAY, SUITE 1250
(Assignor's Address)

DENVER (City) CO (State) 80202 (Zip Code)

Executed this 7TH day of FEBRUARY, 20 05

Assignee or Attorney-in-fact: MOUNTAIN ENERGY, LLC
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 (W)-630), Mail Stop 401 LS, 1849 C Street, N.W., Washington, D.C. 20240.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

ATTACHED TO AND MADE A PART OF THAT CERTAIN
ASSIGNMENT OF RECORD TITLE INTEREST
Serial Number WYW-136854

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared John P. Lockridge, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 7th day of February, 2005.

Rebecca L Henderson
Notary Public

MY COMMISSION EXPIRES 11/15/08

REBECCA L. HENDERSON NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/15/2008

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared Steven R. Matre, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 7th day of February, 2005.

Rebecca L Henderson
Notary Public

MY COMMISSION EXPIRES 11/15/08

REBECCA L. HENDERSON NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/15/2008

634

Form 3000-3
(January 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

FORM APPROVED
OMB NO. 1004-0034
Expires: December 31, 2001

Lease Serial No. **WYW-136860**

Lease Effective Date (Anniversary Date) **JULY 1, 1995**

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* **MOUNTAIN ENERGY, LLC**
Street **1801 BROADWAY, SUITE 1250**
City, State, ZIP Code **DENVER, CO 80202**

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.

This record title assignment is for: *(Check one)* ☒ Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Record Title, ☒ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 32 NORTH, RANGE 114 WEST, SECTION 24: E2 SUBLETTE COUNTY, WYOMING CONTAINING 320.00 ACRES, MORE OR LESS	1.25%	1.25%	0.00%	NONE	THOSE OF RECORD

309808

RECORDED March 6 2025 3:00 PM
IN BOOK 129 Misc 6 PAGE 634
FEES $ 14.00 Mary L. Young COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Ley L. Freeman

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☐ Assignment approved for above described lands;

Assignment approved effective _____

☐ Assignment approved for attached land description

☐ Assignment approved for land description indicated on reverse of this form.

By _____ _____ _____
(Authorized Officer) (Title) (Date)

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Lease Description if needed in Item No. 2, if needed.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 7TH day of FEBRUARY, 20 05

Name of Assignor as shown on current lease: JOHN P. LOCKRIDGE
Please type or print

Assignor or Attorney-in-fact: John P. Lockridge (Signature)

1801 BROADWAY, SUITE 1250
(Assignor's Address)

DENVER (City) CO (State) 80202 (Zip Code)

Executed this 7TH day of FEBRUARY, 20 05

Assignee or Attorney-in-fact: MOUNTAIN ENERGY, LLC
H. R. Nutt, 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 (W)-630), Mail Stop 401 LS, 1849 C Street, N.W., Washington, D.C. 20240.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

ATTACHED TO AND MADE A PART OF THAT CERTAIN
ASSIGNMENT OF RECORD TITLE INTEREST
Serial Number WYW-136860

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared John P. Lockridge, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 7th day of February, 2005.

Rebecca L Henderson
Notary Public

MY COMMISSION EXPIRES 11/15/08

REBECCA L HENDERSON NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/15/2008

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared Steven R. Matre, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 7th day of February, 2005.

Rebecca L Henderson
Notary Public

MY COMMISSION EXPIRES 11/15/08

REBECCA L HENDERSON NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/15/2008

FORM 3000-3a
(January 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: December 31, 2001

Lease Serial No.
WYW-137343

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. **Transferee (Sublessee)*** *MOUNTAIN ENERGY LLC*
   Street *1801 BROADWAY, SUITE 1250*
   City, State, ZIP Code *DENVER, CO 80202*

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* [X] Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) [X] 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 th this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 33 NORTH, RANGE 113 WEST, 6TH P.M. SECTION 18: LOTS 1-4, E2W2 SECTION 19: LOTS 1-4, E2W2 SECTION 30: LOTS 1,2, E2NW TOWNSHIP 33 NORTH, RANGE 114 WEST, 6TH P.M. SECTION 12: SENW, S2 SECTION 26: NW, N2SW CONTAINING 1391.12 ACRES, MORE OR LESS SUBLETTE COUNTY, WYOMING Subject to the terms and conditions of that certain Purchase and Sale Agreement dated 5-15-98 between North American Resources Company and Strachan Exploration, Inc. and John P. Lockridge.	1.25%	1.25%	0.00%	0.00%	THOSE OF RECORD

309809

RECORDED March 8 2005 3:00 PM
IN BOOK 129 Misc 4 PAGE 637
FEES $ 14.00 Mary L. [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By L. Freeman

FOR BLM USE ONLY -- DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____ _____
(Authorized Officer) (Title) (Date)

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 7TH day of FEBRUARY, 20 05 Executed this 7TH day of FEBRUARY, 20 05

Name of Transferor: JOHN P. LOCKRIDGE (Please type or print)

Transferor or Attorney-in-fact: John P. Lockridge (Signature)

(Signature)

1801 BROADWAY, SUITE 1250
(Transferor's Address)

DENVER (City) CO (State) 80202 (Zip Code)

Transferee: MOUNTAIN ENERGY, LLC

Transferee or Attorney-in-fact: R. Nutt Manager (Signature)

(Signature)

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0034), Bureau Clearance Officer (W)-630), Mail Stop 401 LS, 1849 C Street, N.W., Washington, D.C. 20240.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

ATTACHED TO AND MADE A PART OF THAT CERTAIN
TRANSFER OF OPERATING RIGHTS
Serial Number WYW-137343

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared John P. Lockridge, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 7th day of February, 2005.

Rebecca L Henderson
Notary Public

MY COMMISSION EXPIRES 11/15/08

REBECCA L HENDERSON NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/15/2008

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared Steven R. Matre, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 7th day of February, 2005.

Rebecca L Henderson
Notary Public

MY COMMISSION EXPIRES 11/15/08

REBECCA L HENDERSON NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/15/2008

640

FORM 3000-3a
(January 1999)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: December 31, 2001

Lease Serial No.

WYW-136861

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)* *MOUNTAIN ENERGY LLC*
   Street *1801 BROADWAY, SUITE 1250*
   City, State, ZIP Code *DENVER, CO 80202*

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* [X] Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* ☐ Operating Rights (sublease) [X] 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 th this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
TOWNSHIP 33 NORTH, RANGE 114 WEST, 6TH P.M. SECTION 33: N2N2, S2NW CONTAINING 240 ACRES, MORE OR LESS SUBLETTE COUNTY, WYOMING	1.25%	1.25%	0.00%	0.00%	THOSE OF RECORD

309610

RECORDED March 8 2005 3:00 PM
IN BOOK 129 Ex 4 PAGE 640
FEES 14.00 Mary Lou Holt CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by L. Freeman

FOR BLM USE ONLY -- DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____ _____
(Authorized Officer) (Title) (Date)

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 7TH day of FEBRUARY, 20 05

Name of Transferor JOHN P. LOCKRIDGE
Please type or print

Transferor or Attorney-in-fact John P. Lockridge
(Signature)

Attorney-in-fact _____
(Signature)

1801 BROADWAY, SUITE 1250
(Transferor's Address)

DENVER (City) CO (State) 80202 (Zip Code)

Executed this 7TH day of FEBRUARY, 20 05

MOUNTAIN ENERGY, LLC

Transferee or Attorney-in-fact [signature] Manager
(Signature)

(Signature)

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0034), Bureau Clearance Officer (W)-630), Mail Stop 401 LS, 1849 C Street, N.W., Washington, D.C. 20240.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

ATTACHED TO AND MADE A PART OF THAT CERTAIN
TRANSFER OF OPERATING RIGHTS
Serial Number WYW-136861

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared John P. Lockridge, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 7th day of February, 2005.

Rebecca L Henderson
Notary Public

MY COMMISSION EXPIRES 11/15/08

REBECCA L. HENDERSON NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/15/2008

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared Steven R. Matre, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 7th day of February, 2005.

Rebecca L Henderson
Notary Public

REBECCA L. HENDERSON NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 11/15/2008

MY COMMISSION EXPIRES 11/15/08

309841

RECORDED March 9 2005 3:15 P M
IN BOOK 129 Or 4 PAGE 643
FEES $ 17.00 Mary L Lloyd COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Mary L. Freeman

COUNTY OF SUBLETTE
STATE OF WYOMING

ASSIGNMENT OF ROYALTIES AND MINERALS AND BILL OF SALE

THIS ASSIGNMENT OF ROYALTIES AND MINERALS AND BILL OF SALE ("Assignment") is made this 15th day of February, 2005, and is effective at 12:01 a.m. Central Standard Time, January 1, 2005 (the "Effective Time"), by **Wynn-Crosby 1999, Ltd.** and whose address is 5500 West Plano Parkway, Suite 200, Plano, Texas 75903 (herein called "Assignor"), and **Noble Royalties, Inc. d/b/a Brown Drake Royalties**, 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 the following interests:

A. All right, title and interest of Assignor in and to the royalty, overriding royalty and mineral interests in and under the deeds, properties and 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" as more completely described on Exhibit 'A' hereof.

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 ASSIGNOR SHALL WARRANT AND DEFEND TITLE TO THE PROPERTIES AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING THE SAME OR ANY PART THEREOF BY, THROUGH, OR UNDER ASSIGNOR 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 the county and state in which the Property is located, 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 AGREEMENT: This Assignment is expressly made subject to the provisions of that certain Purchase and Sale Agreement dated effective January 1, 2005, 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 15th day of February, 2005, but effective as of the Effective Time.

ASSIGNOR:

Wynn-Crosby 1999, Ltd.
By: P-H Energy, LLC
Its General Partner

By: Floyd C. Wilson
President and Chief Executive Officer

ASSIGNEE:

Noble Royalties, Inc. d/b/a
Brown Drake Royalties

By: A. Scott Noble, President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me this 15th day of Dec., 2005, by Floyd C. Wilson, President and Chief Executive Officer of P-H Energy, LLC, which is the General Partner of Wynn-Crosby 1999, Ltd.

My Commission Expires: Nov-27, 2008

NOTARY PUBLIC

LAURA A. PLATON
MY COMMISSION EXPIRES
November 27, 2008

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me this 15th day of Dec., 2005, on behalf of Noble Royalties, Inc. d/b/a Brown Drake Royalties, by A. Scott Noble, as President of Noble Royalties, Inc. a Texas corporation.

My Commission Expires: Aug. 2006

NOTARY PUBLIC

CECILLE PYBURN
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
AUGUST 20, 2006

EXHIBIT 'A'
SUBLETTE COUNTY, WYOMING

Attached to and made a part of that certain Assignment of Royalties and Minerals and Bill of Sale dated effective January 1, 2005 by and between Wynn-Crosby 1999 , Ltd. as ASSIGNOR and Noble Royalties, Inc., d/b/a Brown Drake Royalties as ASSIGNEE, covering royalty, overriding royalty and mineral interests in various states and counties

County/State: SUBLETTE, WYOMING

A. WELL(S):

1. WARDELL FEDERAL #1

B. LANDS:

SECTION 9, T28N-R108W.

[redacted] [redacted] [redacted]

00707 45

309854

17

ASSIGNMENT OF INTEREST IN OIL AND GAS LEASES

RECORDED March 10 2005 3:20 PM
IN BOOK 1291 PAGE 647
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

The Assignor: ASSOCIATED RESOURCES INC.
403 South Cheyenne Avenue, Suite 800
Tulsa, OK 74103

in consideration of the sum of Ten Dollars ($10.00), and other valuable consideration, the receipt of which is hereby acknowledged, does sell, assign, transfer and convey unto SWEPI LP, P.O. Box 576, Houston, Texas 77001, with no Warranty of title either express or implied, all of its right, title and interest in the Oil and Gas Leases described below:

See Attached Exhibit "A"

This assignment releases Assignor of all covenants and conditions contained in the oil and gas lease(s) hereto assigned.

EXECUTED, This DECEMBER 16TH, 2004.

Associated Resources Inc.

By: _____
Lester C. McCormick, Vice President

RECEIVED 2/11/2005 at 11:29 AM
RECEIVING # **906412**
BOOK: **578** PAGE: **707**
JEANNE WAGNER
LINCOLN COUNTY CLERK, KEMMERER, WY

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 16TH day of DECEMBER, 2004, personally appeared Lester C. McCormick personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last written.

My Commission Expires 6-14-2007 Gayle Kacal
Notary Public

GAYLE KACAL
Notary Public, State of Texas
My Commission Expires
June 14, 2007

Assignment

RECORDED 12/28/2004 AT 09:00 AM REC# 1429640 BK# 1016 PG# 0594
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 1 of 3

EXHIBIT "A"

ATTACHED HERETO AND MADE A PART HEREOF THAT CERTAIN ASSIGNMENT BETWEEN ASSOCIATED RESOURCES INC. TRANSFEROR AND SWEPI LP AS TRANSFEREE

Serial No.	Township/ Range	Legal	County	Acres	PERCENT OF INTEREST Owned	Conveyed	Retained	ORRI Reserved	Previoisly Reserved
WYW-159724 WY-09807-001	T.23N, R.106.W, 06th PM, WY	Sec. 5 LOTS 1-4,S2N2,S2; Sec. 6 LOTS 1-7; S2NE, SENW, E2SW, SE; Sec. 7 LOTS 1-4;E2,E2W	Sweetwater	1,886.95	100.00%	100.00%	0%	0%	0%
WYW-159725 WY-09808-001	T.23N, R.106W, 06th PM, WY	Sec. 8 ALL; Sec. 9 W/2, Sec. 10 W2W2	Sweetwater	1,120.00	100.00%	100.00%	0%	0%	0%
WYW-159726 WY-09809-001	T.23N, R.106W, 06th PM, WY	Sec. 19 Lots 1-4, E2, E2W2; Sec. 29 S2; Sec. 32 ALL	Sweetwater	1,586.80	100.00%	100.00%	0%	0%	0%
WYW-159727 WY-09810-001	T.25N, R.106W, 06th PM, WY	Sec. 7 Lot 1, Sec. 20 Lot 2, NENE, NENW, SWSE	Sweetwater	199.58	100.00%	100.00%	0%	0%	0%
WYW-159729 WY-09811-001	T.23N, R.107W, 06th PM, WY	Sec. 4 SW, Sec. 5 Lots 1-4, S2N2, S2, Sec. 6 Lots 1,2, S2NE, SE, Sec. 8 ALL, Sec. 9 ALL	Sweetwater	2,405.87	100.00%	100.00%	0%	0%	0%
WYW-159730 WY-09812-001	T.23N, R.107W, 06th PM, WY	Sec. 13 Lots 1,2, W2NE, W2, Sec. 14 ALL, Sec. 17 N2	Sweetwater	1,436.95	100.00%	100.00%	0%	0%	0%
WYW-159731 WY-09813-001	T.23N, R.107W, 06th PM, WY	Sec. 23 ALL, Sec. 26 S2, Sec. 27 N2N2, S2NE, N2S2, S2SW	Sweetwater	1,440.00	100.00%	100.00%	0%	0%	0%
WYW-159732 WY-09814-001	T.24N, R.107W, 06th PM, WY	Sec. 025 SWNW; Sec. 30 Lots 1-4, E2, E2W2, Sec. 31 Lots 1-3	Sweetwater	766.47	100.00%	100.00%	0%	0%	0%
WYW-159738 WY-09815-001	T.23N, R.106W, 06th PM, WY	Sec. 1 Lots 1-4, E2SW, SWSW, SE; Sec. 12 ALL, Sec. 13 ALL	Sweetwater	1,720.48	100.00%	100.00%	0%	0%	0%
WYW-159739 WY-09816-001	T.24N, R.106W, 06th PM, WY	Sec. 1 Lots 1-4, S2; Sec. 2 Lots 1-4, S2, Sec. 3 Lots 1-4, S2, Sec. 12 N2	Sweetwater	1,802.92	100.00%	100.00%	0%	0%	0%
WYW-159740 WY-09817-001	T.24N, R.106W, 06th PM, WY	Sec. 4 Lots 1-4, S2N2, S2; Sec. 6 Lots 1-7, S2NE, SENW, E2SW, SE; Sec. 7 Lots 1-4, E2, E2W2; Sec. 8 ALL	Sweetwater	2,378.40	100.00%	100.00%	0%	0%	0%
WYW-159741 WY-09818-001	T.25N, R.106W, 06th PM, WY	Sec. 12 NE	Sweetwater	160.00	100.00%	100.00%	0%	0%	0%

RECORDED 12/28/2004 AT 09:00 AM REC# 1429640 BK# 1016 PG# 0595
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 2 of 3

EXHIBIT "A"

Serial No.	Township/ Range	Legal	County	Acres	PERCENT OF INTEREST Owned	Conveyed	Retained	ORRI Reserved	Previously Reserved
WYW-159743 wy-09819-001	T.26N, R.109W, 06th PM, WY	Sec. 25 N2, SE; Sec. 26 E2, W2SW	Sweetwater	880.00	100.00%	100.00%	0%	0%	0%
WYW-159755 wy-09820-001	T.25N, R.111W, 06th PM, WY	Sec. 1 Lots 5-18, 20; Sec. 5 Lots 5,6,11,12	Lincoln and Sweetwater	760.28	100.00%	100.00%	0%	0%	0%
WYW-159760 wy-09830-001	T.24N, R.113W, 06th PM, WY	Sec. 2 Lots 2-4, NESW, N2SE, SESE; Sec 11 ALL; Sec 14 ALL; Sec 24 W2	Lincoln	1,814.20	100.00%	100.00%	0%	0%	0%
WYW-159761 wy-09831-001	T.34N, R.113W, 06th PM, WY	Sec. 21 N2NE, SWNE, NW, SESW, E2SE, SWSE, Sec. 22 E2, SENW, SW; Sec 28 NE	Sublette	1,120.00	100.00%	100.00%	0%	0%	0%

0720

RECORDED 12/28/2004 AT 09:00 AM RECN 1429640 BK# 1016 PG# 0996
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 3 of 3

949

650

309875

Assignment, Bill of Sale and Conveyance

RECORDED March 14 2005 9:31 AM
IN BOOK 129 OR 6 PAGE 650
FEES $ 11.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By D. Thomas

State of Wyoming

County of Sublett

KNOW ALL MEN BY THESE PRESENTS:

John Wrather whose address is P.O. Box 2272,

Longview, Texas 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 acknowledged, does hereby Grant, Transfer, Assign and Convey without covenants or warranties of title, either express or implied, unto the herein after named Assignee, its Successors and Assigns, All Right, Title and Interest owned by Assignor in and under the lease and Properties described in Exhibit "A" attached hereto and made a part hereof for all Purposes, together with like interests in all personal property used in connection with such Oil and Gas Leases.

The Assignee and the interests being assigned in such Oil and Gas leases are as follows:

ASSIGNEE: Cherokee Minerals, L P P. O. Box 2272 Longview, Texas 75606.

The effective date of this Assignment shall be the lst day of January, 2005.

John Wrather

State of Texas
County of Gregg

This instrument was acknowledged before me on the 31st day of January 2005, by John Wrather.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31st day of January , 2005.

11-28-2006
Commission Expires

JANIE JETT TATE
MY COMMISSION EXPIRES
November 28, 2006

Janie Jett Tate
Notary Public for the
State of Texas

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Bill of Sale dated effective November 1, 1998, by and between 8 Way Oil & Gas, Inc., as Assignor, covering lands situated in Sweetwater and Sublett Counties,Wyoming

Sequoyah Well

Those valid and subsisting Oil & Gas Leases covering **Section 6: Being Lots 1-7, T-19-N, R-111-W, Sweetwater County, Wyoming, limited to the minimum proration unit for the Sequoyah well.**

.0074356	Working Interest
.0059000	Net Revenue Interest

URC 1-20 Well

Those valid and subsisting Oil & Gas Leases covering **Section 20:** NE NW, 30 N **-113-W, Sublett County, Wyoming, limited to the minimum proration unit for the URC 1-20 well.**

.02436390	Working Interest
.01825656	Net Revenue Interest

The leases above give rise to the operating interest and net revenue interest in production in the wells as specified above. Any working interests and net revenue interests set forth are provided for purposes of title examination and do not constitute and shall be interpreted to constitute warranties or covenants of title.

After Recording Please Return to:
Cherokee Minerals, LP
PO Box 2272
Longview, Texas 75606

652

22

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

THAT THE UNDERSIGNED, HANSON & STRAHN, INC., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to EOG RESOURCES, INC., P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", all of Assignor's right, title and interest in and to the oil and gas lease dated October 29, 2004, from Merrill C. Rees and Emma Rees, husband and wife, lessor, to Hanson & Strahn, Inc., lessee, recorded in Book 129 O&G, Page 234 insofar as said lease covers the following described land in Sublette County, State of Wyoming:

Township 29 North, Range 112 West, 6th P.M.
Section 07: Lots 1(13.25), 2(13.21), 3(13.15), 4(13.11), N1/2NE1/4, E1/2NW1/4, NE1/4SW1/4
Township 29 North, Range 113 West, 6th P.M.
Section 12: NE1/4, E1/2NW1/4, NE1/4SW1/4, N1/2SE1/4

and containing 612.72 acres, more or less. This Assignment is made without warranty of title except by, through and under Assignor.

TO HAVE AND HOLD unto the said Assignee, its successors, legal representatives and assigns forever.

EXECUTED and effective this 21st day of January, 2005.

Hanson & Strahn, Inc.

Kathi Hanson
Vice-President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 21st day of January, A.D. 2005, before me personally appeared KATHI HANSON, Vice-President of Hanson & Strahn, Inc., to me personally known, who, being by me duly sworn, did say that she is the Vice-President of Hanson & Strahn, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Vice-President acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 21st day of January, A.D. 2005.

PEGGY J. LOPEZ NOTARY PUBLIC COUNTY OF LARAMIE STATE OF WYOMING MY COMMISSION EXPIRES MAR 19, 2007

My Commission Expires:

Peggy J. Lopez
Notary Public
Address: Cheyenne, Wyoming

309316

March 14 05 4:00 PM
IN BOOK 129 O&G PAGE 652
FEES $8.00
SUBLETTE COUNTY, PINEDALE, WYOMING
Lu L. Freeman

Backyard 007541-002

[redacted] [redacted] [redacted]

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

THAT THE UNDERSIGNED, HANSON & STRAHN, INC., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to EOG RESOURCES, INC., P.O. Box 4362, Houston, Texas 77210-4362, hereinafter called "Assignee", all of Assignor's right, title and interest in and to the oil and gas lease dated October 29, 2004, from Gary M. Rees and Jennifer Rees, husband and wife, lessor, to Hanson & Strahn, Inc., lessee, recorded in Book 129 O&G, Page 232 insofar as said lease covers the following described land in Sublette County, State of Wyoming:

Township 29 North, Range 112 West, 6th P.M.
Section 07: Lots 1(13.25), 2(13.21), 3(13.15), 4(13.11), N1/2NE1/4, E1/2NW1/4, NE1/4SW1/4
Township 29 North, Range 113 West, 6th P.M.
Section 12: NE1/4, E1/2NW1/4, NE1/4SW1/4, N1/2SE1/4

and containing 612.72 acres, more or less. This Assignment is made without warranty of title except by, through and under Assignor.

TO HAVE AND HOLD unto the said Assignee, its successors, legal representatives and assigns forever.

EXECUTED and effective this 21st day of January, 2005.

Hanson & Strahn, Inc.

Kathi Hanson

Vice-President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 21st day of January, A.D. 2005, before me personally appeared KATHI HANSON, Vice-President of Hanson & Strahn, Inc., to me personally known, who, being by me duly sworn, did say that she is the Vice-President of Hanson & Strahn, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Vice-President acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 21st day of January, A.D. 2005.

PEGGY J. LOPEZ NOTARY PUBLIC COUNTY OF LARAMIE STATE OF WYOMING MY COMMISSION EXPIRES MAR. 19, 2007

My Commission Expires:

Peggy J. Lopez

Notary Public
Address: Cheyenne, Wyoming

309317

RECORDED March 14 2005 4:00 PM
IN BOOK 129 O & G PAGE 653
FEES $ 8.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by L. Freeman

Rockwood 0075741-003

654

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

ASSIGNMENT OF RECORD TITLE INTEREST IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.

Lease Effective Date (Anniversary Date)

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

Assignee* ACKAT, LLC
Street 3609 South Wadsworth Boulevard, Suite 112
City, State, ZIP Code Lakewood, CO 80235

*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
Township 27 North, Range 114 West, 6th P.M. Section 13: E/2E/2 Section 24: E/2E/2 containing 320 acres, more or less This Assignment shall be effective June 1, 2004. This Assignment is subject to the Unit Agreement for the Hogsback Unit Area dated November 1, 1954.and the Unit Operating Agreement for the Hogsback Unit dated September 1, 1957.	20%	20%	0	0	5%

309914

RECORDED March 14 2005 3:45 P M
IN BOOK 129 OR 4 PAGE 654
FEES $ 14.00 M L Lowry COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Lowry

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 page 2)

[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 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 19th day of Dec 2004

Executed this 19th day of Dec 2004

Name of Assignor as shown on current lease Hogsback LLC
(Please type or print)

Assignor _____
(Signature)
or
Attorney-in-fact Nancy Brock
(Signature)

3609 S. Wadsworth Blvd., Ste. 112
(Assignor's Address)

Lakewood (City) CO (State) 80235 (Zip Code)

ACKAT, LLC

Assignee Chris W. Shaver Manager
(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 Information Collection Clearance Officer, (WO-630), 1849 C Street, N.W., Mail Stop 401 LS, 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.

PART C- GENERAL INSTRUCTIONS

1. Assignor/Assignee(s) must complete Parts A1 and A2 and Part B. All parties to assignment must sign as follows: The assignor(s) must manually sign 3 original copies and the assignee(s) must manually sign at least 1 of the 3 original copies. File three (3) completed copies of this form in the proper BLM office for each assignment of record title. For a transfer of overriding royalty interest, payment out of production or other similar interest or payment, file one (1) manually signed copy of this form. The required filing fee (nonrefundable) must accompany the assignment. File assignment within ninety (90) days after date of execution of assignor.
2. Separate form must be used for each lease being affected by this assignment and for each type of interest conveyed.
3. In Item No. 2 of Part A, describe lands affected (See 43 CFR 3106, 3135, or 3241). For column b, c, d, and e, enter the interest expressed as a percentage of total interest in the lease; e.g., if assignor assigns one quarter of a 20% interest, enter 20% in column b, 5% in column c, and 15% in column d.
4. If assignment is to more than one assignee, enter each assignee's name across
5. If any payment out of production or similar interests, arrangements or payments have previously been created out of the interest being assigned, or if any such payments or interests are reserved under this assignment, include a statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106, 3135, or 3241.
6. The lease account must be in good standing before this assignment can be approved as provided under 43 CFR 3106 and 3241.
7. Assignment, if approved, takes effect on the first day of the month following the date of filing in the proper BLM office. If a bond is necessary, it must be furnished prior to approval of the assignment.
8. Approval of assignment of record title to 100% of a portion of the leased lands creates separate leases of the retained and the assigned portions, but does not change the terms and conditions of the lease anniversary date for purposes of payment of annual rental.
9. Overriding royalty, payment out of production or other similar types of transfers must be filed with BLM, but will be accepted for record purposes only. No official approval will be given.

PAPERWORK REDUCTION ACT STATEMENT

1. This information is being collected pursuant to the law.
2. This information will be used to create and maintain a record of oil and gas/geothermal lease activity.
3. Response to this request is required to obtain benefit.

BLM would like you to know that you do not have to respond to this or any other Federal agency sponsored information collection unless it displays a currently valid OMB control number.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this oil and gas/geothermal lease record title assignment application.

AUTHORITY: 30 U.S.C. 181 et seq.; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE: The information is to be used to process record title assignments for oil and gas/geothermal resources leases.

ROUTINE USES:

(1) The adjudication of the assignee's rights to the land or resources.

(2) Documentation for public information in support of notations made on land status, records for the management, disposal, and use of public lands and resources.

(3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.

(4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION - If all requested information is not provided, the assignment may not be approved. See regulations at 43 CFR Groups 3100 and 3200.

309915

RECORDED March 14 2005 3:45 PM
IN BOOK 129 Misc 2 PAGE 657
FEES $ 26.00 COUNTY CLERK
SWEETWATER COUNTY, GREEN RIVER, WYOMING

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance ("Assignment"), dated effective June 1, 2004, at 12:01a.m. Mountain Time (the "Effective Time"), is from HOGSBACK LLC, a Colorado limited liability company, 3609 South Wadsworth Boulevard, Suite 112, Lakewood, Colorado 80235 ("Assignor") to ACKAT, LLC, a Colorado limited liability company, 3609 South Wadsworth Boulevard, Suite 112, Lakewood, Colorado 80235 ("Assignee").

For $10.00 and other good and valuable consideration as provided under the Distribution and Termination Agreement dated May 17, 2004 ("Distribution and Termination Agreement"), the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, grants, bargains and conveys to Assignee an undivided twenty percent (20%) interest in the following, all of which may be referred to as the "Assets":

(a) All of Assignor's interest in the oil and gas leases described in Exhibit A (the "Leases"), covering the land described in Exhibit A (the "Land" or "Lands"), together with all the property and rights incident thereto, and Assignor's rights in, to and under the contracts and agreements relating to the Leases and Land, including without limitation, all operating agreements, exploration agreements, pooling, communitization and unitization agreements, farmout agreements, product purchase and sale contracts, transportation, processing, treatment or gathering agreements, leases, permits, rights-of-way, easements, licenses, declarations, orders, contracts, and instruments in any way relating to the Leases;

(b) All of Assignor's interest in the active and inactive wells situated on the Land or on land pooled, communitized or unitized therewith ("Wells"), together with all of Assignor's interests in and to all of the personal property, fixtures, improvements, well equipment, casing, tubing, tanks, crude oil, condensate or products in storage or in pipelines as of the Effective Time, pumps, motors, machinery, pipelines, gathering systems, roads, and other property, whether real, personal or mixed, now or as of the Effective Time (as defined above) on, appurtenant to or used or obtained by Assignor in connection with the Leases, Land or the Wells or with the production, injection, treatment, sale or disposal of hydrocarbons and all other substances produced therefrom or attributable thereto (collectively, the "Equipment");

(c) All of Assignor's interest in the overriding royalty interests, net profits interests, operating interests, reversionary interests and other interests or benefits or credits, if any, in and to the Land and the Leases or in or attributable to production therefrom and all rights, properties and interests of Assignor relating to such interests, including without limitation (i) Assignor's interests in options, farmout agreements, exploration agreements, and other agreements granting to Assignor the right to earn or otherwise acquire interests in the Lands, and (ii) all oil, gas and other minerals relating to the Leases credited to the account of or owned by Assignor for the period prior to the Effective Time pursuant to any balancing agreements relating to the Leases or otherwise arising by virtue of the fact that Assignor may not have taken or marketed its full share of oil, gas or other minerals attributable to the Leases; and

(d) All of Assignor's interest in the files, records, and data relating to the items described in subsections (a) through (c) above (the "Records").

TO HAVE AND TO HOLD the Assets unto Assignee and its successors and assigns forever.

This Assignment is made subject to the following terms and conditions:

A. ASSIGNOR WARRANTS AND AGREES TO DEFEND TITLE TO THE ASSETS FROM AND AGAINST ALL PERSONS CLAIMING BY, THROUGH AND UNDER ASSIGNOR, BUT NOT OTHERWISE, AND EXCEPT FOR THAT WARRANTY, THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY.

B. ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY WARRANTY AS TO THE CONDITION OF ANY PERSONAL PROPERTY, EQUIPMENT, FIXTURES AND ITEMS OF MOVABLE PROPERTY COMPRISING ANY PART OF THE ASSETS, INCLUDING (i) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (ii) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (iii) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (iv) ANY RIGHTS OF ASSIGNEE UNDER APPLICABLE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, AND (v) ANY CLAIM BY ASSIGNEE FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN.

C. THE PERSONAL PROPERTY (INCLUDING THE EQUIPMENT) COMPRISING PART OF THE ASSETS IS BEING CONVEYED BY ASSIGNOR, AND ASSIGNEE ACCEPTS SUCH PERSONAL PROPERTY "AS IS, WHERE IS," WITH ALL FAULTS AND IN ITS PRESENT CONDITION AND STATE OF REPAIR.

D. To the extent permitted by law, Assignee shall be subrogated to Assignor's rights in and to representations, warranties and covenants given with respect to the Assets. Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce the covenants, representations and warranties, if any, which Assignor is entitled to enforce with respect to the Assets, but only to the extent not enforced by Assignor.

E. The allocation of income and expenses attributable to the interest assigned hereunder shall be divided between Assignor and Assignee as of June 1, 2004 ("Allocation"). The Allocation shall be made (i) according to the factors described in this Section, (ii) in accordance with generally accepted accounting principles as consistently applied in the oil and gas industry, and (iii) without duplication. The Allocation shall be set forth in a Settlement Statement prepared and delivered in accordance with the Distribution and Termination Agreement.

1. For the purposes of this Assignment, the term "Property Expenses" shall mean all capital expenses, joint interest billings, lease operating expenses, lease rental and maintenance costs, royalties, overriding royalties, leasehold payments, Taxes (as defined and apportioned as of the Effective Time), drilling expenses, workover expenses, geological, geophysical and any other exploration or development expenditures chargeable under applicable operating agreements or other agreements consistent with the standards established by the Council of Petroleum Accountant Societies of North America that are attributable to the maintenance and operation of the Assets during the period in question.

2. The Allocation shall credit Assignor as follows:

a) An amount equal to all proceeds (net of royalty and Taxes not otherwise accounted for hereunder) received by the Assignor and delivered to Assignee from the sale of all hydrocarbons produced from or credited to the Assets prior to the Effective Time;

b) An amount equal to all direct and actual expenses attributable to the Assets, including, without limitation, the Property Expenses, incurred and paid by Assignor that are attributable to the period after the Effective Time; and

c) To the extent not covered in the preceding paragraph, an amount equal to all prepaid expenses attributable to the Assets after the Effective Time that were paid by or on behalf of Assignor, including without limitation, prepaid drilling and/or completion costs, applicable insurance costs, and prepaid utility charges, and prepaid production.

3. The Allocation shall credit Assignee as follows:

a) Proceeds received and retained by Assignor (net of applicable Taxes and royalties) that are attributable to production from the Assets after the Effective Time; and

b) The amount of all direct and actual expenses attributable to the Assets, including, without limitation, the Property Expenses, that remain unpaid by Assignor, or that have been paid by Assignee, that are attributable to the period prior to the Effective Time.

4. After the completion of the Settlement, the amount owed by either the Assignor or Assignee shall be included in the Settlement Statement to be provided on August 1, 2004, under the terms of the Distribution and Termination Agreement.

5. For purposes of this Assignment, the term "Taxes" shall mean all ad valorem, property, production, excise, net proceeds, severance and all other taxes and similar obligations assessed against the Assets or based upon or measured by the ownership of the Assets or the production of hydrocarbons or the receipt of proceeds therefrom, other than income taxes. All Taxes based on or attributable to the ownership of, or based on production of hydrocarbons shall be deemed attributable to the period during which such production occurred. With respect to the Assets, all Taxes shall be prorated between Assignee and Assignor as of the

Effective Time for all taxable periods that include the Effective Time. The apportionment of Taxes between the Parties shall take place in the Settlement Statement, using estimates of such Taxes if actual numbers are not available. Subject to the provisions of Section 6, Taxes are considered part of the Property Expense.

6. After the Settlement Date, those proceeds attributable to the Assets received by a Party or invoices received for or Property Expenses paid by one Party for or on behalf of the other Party with respect to the Assets which were not already included in the Final Settlement, shall be settled as follows:

a) Proceeds. Proceeds received by Assignee with respect to sales of hydrocarbons produced prior to the Effective Time shall be remitted or forwarded to Assignor. Proceeds received by Assignor with respect to sales of Hydrocarbons produced after the Effective Time shall be forwarded to Assignee.

b) Property Expenses. Invoices for Property Expenses received by Assignee which relate to operations on the Assets prior to the Effective Time shall be forwarded to Assignor by Assignee, or if already paid by Assignee, invoiced by Assignee to Assignor. Invoices for Property Expenses received by Assignor which relate to operations on the Assets after the Effective Time shall be forwarded to Assignee by Assignor, or if already paid by Assignor, invoiced by Assignor to Assignee.

c) Duration. The provisions of this Section shall apply without limitation as to time.

d) Joint Interest Audits. The provisions of this Section shall apply to any joint interest audits conducted under operating agreements or other similar agreements with respect to operations on the Assets. The Parties shall cooperate with respect to any such audits. Assignor shall remain entitled to the benefit of any refunds or credits generated as a result of such audits for the period prior to the Effective Time and shall be liable for any charges or payments owing for such period as a result of such audits. Assignee shall be entitled to the benefit of any refunds or credits generated as a result of such audits for the period following the Effective Time and shall be liable for any charges or payments owing for such period as a result of such audits.

7. The references herein to liens, encumbrances, burdens, defects and other matters shall not be deemed to ratify or create any rights in third parties or merge with, modify or limit the rights of Assignor or Assignee, as between themselves, as set forth in documents they have executed in connection herewith.

8. Separate governmental form assignments of the Assets may be executed on officially approved forms by Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, power 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 Assets conveyed herein.

9. This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment may be executed in multiple counterparts, all of which taken together shall constitute one and the same instrument.

10. This Assignment is subject to the terms and conditions of the Distribution and Termination Agreement, the Unit Agreement for the Hogsback Unit Area dated November 1, 1954, and the Unit Operating Agreement for the Hogsback Unit dated September 1,1957, as amended. Assignee shall assume and perform all obligations of the Assignor under the Unit Agreement and Unit Operating Agreement insofar as the obligations relate to the interest assigned hereunder.

EXECUTED on the dates contained in the acknowledgments of this Assignment, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

HOGSBACK, LLC

By: Morey Brooks

Name: Morey Brooks

Title: Attorney-in-Fact

ASSIGNEE:

ACKAT, LLC

By: Ann W. Shannon

Name: Ann W. Shannon

Title: Manager

661

ACKNOWLEDGMENTS

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of September, 2004, by MOREY BROOKS as Attorney-in-Fact for HOGSBACK LLC, a Colorado limited liability company, on behalf of said company.

Witness my hand and official seal.

My commission expires: 02/08/07.

Notary Public

STATE OF Colorado)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 14th day of September, 2004, by Ann W. Shannon as Manager of ACKAT, LLC, a Colorado limited liability company on behalf of said company.

Witness my hand and official seal.

My commission expires: 11-4-07.

PUBLIC STATE OF COLORADO PHILLIPS RHONDA NOTARY

Notary Public

F:\Shannon\Hog[illegible]CKAfinalT072804.DOC

[redacted] [redacted] [redacted]

EXHIBIT A

LEASES AND LANDS

Lessor	Effective Date	Serial No.	Description
USA	October 1, 1948	Evanston 022972-A	T. 27 N., R. 114 W. § 13: E/2E/2 § 24: E/2E/2

664

309918

RECORDED March 15 2005 8:30 AM
IN BOOK 129 Misc 2 PAGE 664
FEES $ 17.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By L. Freeman

AFTER RECORDING MAIL TO:
DAVIS GRAHAM & STUBBS LLP
1550 Seventeenth Street, Suite 500
Denver, Colorado 80202
Attn: Susan Howard

SATISFACTION OF MORTGAGE-COLLATERAL REAL ESTATE MORTGAGE, DEED OF TRUST, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS SATISFACTION OF MORTGAGE-COLLATERAL REAL ESTATE MORTGAGE, DEED OF TRUST, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Release"), dated November 1, 2004 (the "Effective Time"), is from Highbridge/Zwirn Special Opportunities Fund, L.P., as the Mortgagee and having an address of 745 5th Avenue, New York, New York 10151 (referred to herein as the "Secured Party"), to and in favor of Infinity Oil & Gas of Wyoming, Inc., a Wyoming Corporation ("Debtor") with an address at 950 17th Street, Suite 800, Denver, Colorado 80202.

Recitals

A. The Debtor and the Secured Party are parties to the Credit Agreement dated as of July 2, 2003 (as amended, modified, supplemented or restated to date, the "Credit Agreement"). Any defined terms used in this Release which are not defined in this Release shall have the meaning given such terms in the Credit Agreement.

B. Pursuant to the Credit Agreement, the Debtor executed and delivered the Mortgage, Deed of Trust, Security Agreement, Assignment of Production and Financing Statement instrument dated July 2, 2003, in favor of Secured Party described on Exhibit A attached hereto and incorporated herein by this reference, which was dated as of the date and filed of record in the jurisdiction and with the recording information set forth on Exhibit A, with all such instruments referred to collectively as the "Released Mortgage".

C. The Secured Party perfected its security interest in the personal property covered by the Released Mortgage with the filing of certain Uniform Commercial Code ("UCC") Financing Statements (the "Released Financing Statements").

D. Debtor has repaid all principal, interest and other amounts owing under the Credit Agreement and the Loan Documents and has satisfied in full all of its obligations thereunder, all in accordance with the terms of the Credit Agreement and the Loan

Documents, and thus the Secured Party desires to terminate and release all rights and interests in and under the Released Mortgage and the Released Financing Statements and to release such interests of record.

E. The parties hereto desire to acknowledge the repayment of the Credit Agreement, terminate and release the Released Mortgage and the Released Financing Statement effective as of the Effective Time, and release Debtor of all obligations and liabilities thereunder.

Agreement

NOW THEREFORE, in consideration of the foregoing and the terms and conditions set forth below, the parties hereto agree as follows:

1. Release and Termination of Released Mortgage and Released Financing Statements. Effective as of the Effective Time, the Secured Party hereby (i) releases all right, title and interest in the Released Mortgage and the Released Financing Statements, (ii) terminates the Released Mortgage and the Released Financing Statements, and (iii) releases Debtor from all obligations, responsibilities and liabilities under the Released Mortgage and the Released Financing Statements. The Secured Party does hereby RELEASE, DISCHARGE, REMISE, CONVEY, ASSIGN AND QUIT-CLAIM to Debtor and its successors and assigns, all right, title, interest in and to and all liens and encumbrances arising under the Released Mortgage and to all collateral covered thereby to the extent the collateral covered thereby secured obligations under the Credit Agreement and the Released Mortgage and does hereby acknowledge that the said Released Mortgage has been FULLY SATISFIED AND DISCHARGED, and does hereby authorize and direct the said County Auditor to enter full satisfaction thereof of record.

2. Termination Statements. The Secured Party hereby authorizes the Debtor to prepare and file UCC Financing Statement Amendments to terminate and release any and all Released Financing Statements.

3. Further Assurances. The Secured Party shall from time to time at the Debtor's reasonable request and at the Debtor's expense execute and deliver, or cause to be executed and delivered, such further instruments or documents, and perform such further acts, as the Debtor may reasonably require in order to fully release and terminate the Released Mortgage as set forth herein and to acknowledge repayment and termination of the Credit Agreement.

4. Binding Nature. This Release is binding upon and shall inure to each of the parties hereto and their respective successors and assigns.

5. Counterparts. This Release may be executed in multiple counterparts, each counterpart considered an original, and all counterparts together comprising this Release.

IN WITNESS WHEREOF, the Secured Party has executed this Release as of the date first set forth above.

Highbridge/Zwirn Special Opportunities Fund, L.P.

By: _____

Name: Perry A. Gruss

Title: Chief Financial Officer

ACKNOWLEDGMENT

STATE OF NEW YORK)
) .ss
COUNTY OF KINGS)

On this 8 day of March, 2005, before me personally appeared Perry A. Gruss, known by me to be the Chief Fin'l officer of Highbridge/Zwirn Special Opportunities Fund, L.P., a New York corporation, and acknowledged to me that such corporation executed the same.

Witness my hand and official seal.

Michele R. Pirozzi
Notary Public

Residing at: _____

My Commission expires: _____

MICHELE R. PIROZZI
NOTARY PUBLIC, STATE OF NEW YORK
No. 01PI6112028
QUALIFIED IN QUEENS COUNTY
MY COMMISSION EXPIRES JUNE 28, 2008

600667-1

Exhibit A

1. Mortgage-Collateral Real Estate Mortgage, Deed of Trust, Assignment of As-Extracted Collateral, Security Agreement and Financing Statement dated July 2, 2003, between Infinity Oil & Gas of Wyoming and Highbridge/Zwirn Special Opportunities Fund, L.P., covering real and personal property including without limitation the leases and lands described therein, and duly recorded as follows:

County, State	Dated Filed/Recorded	Recording Data
Sweetwater, WY	July 2, 2003	Book 978 at Page 815
Sublette, WY	July 2, 2003	Book 125 at Page 55

600667-1

667

RECORDED March 18 2005 9:30 AM
IN BOOK 129 Q & G PAGE 668
FEES $ 14.00 [illegible] COUNTY CLERK
CAMPBELL COUNTY, GILLETTE, WYOMING
by L. Freeman

309986

STIPULATION OF INTEREST AND CROSS CONVEYANCE

This Stipulation of Interest and Cross Conveyance ("Stipulation"), Effective July 1, 2004 is made between Equity Oil Company, whose address is 600 17th Street, Suite 2110 South, Denver, CO 80202, hereinafter referred to herein as "Equity", in favor of PenSA, Inc., a Colorado corporation, whose address is 609 West Littleton Boulevard, #300, Littleton, CO 80120-2368, hereinafter referred to herein as "PenSA".

WHEREAS, by conveyance of Record Title and Operating Rights dated September 1st 1994, Equity did assign certain interests in those oil and gas leases described on Exhibit A, attached hereto, reference to which being hereby made for all purposes, hereinafter the "Leases", to PenSA, retaining a 2.5% overriding royalty and certain Record Title and Operating Rights interests in said Leases; and

WHEREAS, Equity did assign said 81.25% of the Record Title and Operating Rights in said Leases to PenSA; and

WHEREAS, it is Equity's intent that said overriding royalty interest burden ~~burden~~ only ~~by~~ the 81.25% Record Title and Operating Rights assigned by Equity; and

WHEREAS, it is PenSA's intent to recognize said overriding royalty as 2.5% proportionately reduced to said 81.25% of the Record Title and Operating Rights assigned by Equity to PenSA

NOW THEREFORE, for and in consideration of the sum of One Hundred Dollars ($100.00) and other good and valuable consideration paid by PenSA to Equity, the receipt and sufficiency of which are hereby acknowledged, an the mutual convenants, conditions and benefits to be derived by and among the parties hereto and to avoid any confusion as to the respective interests of the parties, the undersigned do hereby grant, bargain, sell and convey, transfer, assign, and deliver one unto the other, the undivided interests in and to the subject lands to the following named parties in such percentages as will result in the following stipulated ownership of the overriding royalty interest in said Leases.

Equity: 2.5% of 81.25% = 2.03125% of 8/8ths of said Leases

FURTHERMORE, the undersigned agree to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted each one to the other.

This Assignment, and all of its terms, conditions, and stipulations, shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

EXECUTED on the dates set forth in the acknowledgments below but the Effective Time shall be July 1, 2004 at 8:00 a.m. Mountain Time.

EQUITY OIL COMPANY

By: _____
David M. Seery, Land Manager
and Attorney in Fact

PENSA, INC.

By: _____
Louis Pendleton,
President

ACKNOWLEDGEMENT

State of Colorado

County of Denver

The foregoing instrument was acknowledged before me on this 7th day of December, 2004, by David M. Seery, Land Manager and Attorney in Fact for Equity Oil Company, on behalf of said company.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires:

KATHRYN DAWSON
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 05/15/2006

State of Colorado

County of Arapahoe

The foregoing instrument was acknowledged before me on this 2 day of December, 2004, by Louis Pendleton, President of PenSA, Inc., on behalf of said company.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires:

My Commission Expires
08/05/07

MARK R SCHILD
NOTARY
PUBLIC
STATE OF COLORADO

EXHIBIT "A"

LEASE NUMBER	DESCRIPTION	LEASE DATE	LEASE ACRES
WYW-121450	TOWNSHIP 30 NORTH, RANGE 115 WEST, 6TH P.M. Section 1: ALL Section 12: ALL Section 13: ALL	10/1/90	1,886.14
WYW-121451	TOWNSHIP 30 NORTH, RANGE 115 WEST, 6TH P.M. Section 14: ALL Section 15: ALL Section 22: ALL Section 23: ALL	10/1/90	2,560.00
WYW-121453	TOWNSHIP 30 NORTH, RANGE 115 WEST, 6TH P.M. Section 26: ALL Section 27: ALL Section 34: ALL Section 35: ALL	10/1/90	2,560.00
WYW-121457	TOWNSHIP 31 NORTH, RANGE 115 WEST, 6TH P.M. Section 36: ALL	10/1/90	640.00
WYW-124447	TOWNSHIP 30 NORTH, RANGE 115 WEST, 6TH P.M. Section 36: ALL	7/1/91	635.20

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

KNOW ALL MEN BY THESE PRESENTS, THAT:

ED PENDLETON, 37 Eagle Drive, Columbine Valley, Colorado 80123, 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, bargain, sell, convey, transfer, assign and deliver all his overriding royalty interests unto:

PenSA, Inc.
609 W. Littleton Blvd.
Suite 300
Littleton, Colorado 80120

of all oil and/or gas and associated minerals produced, saved and sold from the oil and gas leasehold estate, and any extension or renewal thereof, with respect to the following oil and gas leases as described more fully on Exhibit A:

It is the intention of this instrument to assign an interest commonly known as an overriding royalty interest, free and clear of any cost and expense of the development and operation thereof, excepting taxes applicable to said interest and the production therefrom.

It is understood by the parties hereto that said overriding royalty shall be subject to proportionate reduction if the said lease covers less than full and entire mineral estate in the lease premises.

This Assignment is effective as of July 1, 2004.

309987

RECORDED March 18 2005 9:30 A M
IN BOOK 129 OR 9 PAGE 671
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by D. Freeman

By
Ed Pendleton

STATE OF CALIFORNIA, COUNTY OF Riverside, ss:

BE IT REMEMBERED that on this 16 day of December, 2004, before me, the undersigned, a notary public, duly commissioned, in and for the County and State aforesaid, came Ed Pendleton, of the State of Colorado, personally known to me to be the same person who executed such foregoing instrument and he duly acknowledged the execution of the same for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Notary Public

My appointment expires:

Sept. 14, 2006

OFFICIAL SEAL
JAMES A. SHAUNTY
COMM #1370542
Notary Public - California
RIVERSIDE COUNTY
My Commission Expires
SEPTEMBER 14, 2006

EXHIBIT "A"

Sublette County, Wyoming

Attached to and made a part of that certain Assignment of Overriding Royalty Interest effective July 1, 2004 by and between Ed Pendleton and PenSA, Inc.

Lease Number	Description	Lease Date	Lease Acres	ORRI%
WYW-121450	Township 30 North, Range 115 West, 6th P.M. Section 1: ALL Section 12: ALL Section 13: ALL	10/1/1990	1,886.14	0.375%
WYW-121451	Township 30 North, Range 115 West, 6th P.M. Section 14: ALL Section 15: ALL Section 22: ALL Section 23: ALL	10/1/1990	2,560.00	0.375%
WYW-121453	Township 30 North, Range 115 West, 6th P.M. Section 26: ALL Section 27: ALL Section 34: ALL Section 35: ALL	10/1/1990	2,560.00	0.375%
WYW-121457	Township 31 North, Range 115 West, 6th P.M. Section 36: ALL	10/1/1990	640.00	0.375%
WYW-121697	Township 30 North, Range 115 West, 6th P.M. Section 2: ALL Section 3: E1/2 Section 10: E1/2 Section 11: ALL	9/1/1991	1,926.53	0.0625%
WYW-121701	Township 31 North, Range 115 West, 6th P.M. Section 33: ALL Section 34: ALL Section 35: ALL	9/1/1990	1,920.00	0.1875%
WYW-124447	Township 30 North, Range 115 West, 6th P.M. Section 36: ALL	7/1/1991	635.20	0.375%

[redacted] [redacted] [redacted]

17

WAIVER AND QUIT CLAIM ASSIGNMENT OF OVERRIDING ROYALTY

WHEREAS, Griggs Oil Company, L. P., Griggs Oil, Inc., Pendleton Land and Exploration, Inc., and PenSA, Inc., were parties to the North Riley Ridge Unit, entered into effective June 25, 1995; and

WHEREAS, the oil and gas leases described on Exhibit A, attached hereto, reference to which being hereby made for all purposes, hereinafter the "Oil and Gas Leases;" and

WHEREAS, Griggs Oil Company, L. P. assigned certain overriding royalties in said Oil and Gas Leases to James G. Collins, Ross B. Griggs and Virginia L. Smith; and

WHEREAS, Griggs Oil Company, L. P. and Griggs Oil, Inc., have withdrawn from the North Riley Ridge Unit and has assigned all it interest in said Oil and Gas Leases to PenSA, Inc.; and

WHEREAS, it is the desire of James G. Collins, Ross B. Griggs and Virginia L. Smith to assign said overriding royalties to PenSA, Inc.; and

WHEREAS, it is the desire of Pendleton Land and Exploration, Inc., and PenSA, Inc. to simultaneously waive any and all further actions or claims it may have against Griggs Oil Company, L. P. and Griggs Oil, Inc. with respect to the North Riley Ridge Unit and the Oil and Gas Leases.

NOW THEREFORE, James G. Collins, Ross B. Griggs and Virginia L. Smith, hereinafter the "Assignors", for and in good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have remised, released, sold, conveyed and quit claimed, and by these presents do hereby remise, release, sell convey and quit claim unto PenSA, Inc., whose address is 609 West Littleton Blvd., Suite 300, Littleton, CO 80120, hereinafter the "Assignee", its successors and assigns, forever, all the right, title, interest, claim and demand which the Assignors have in and to those oil and gas leases described on Exhibit A, attached hereto, reference to which being hereby made for all purposes. The Overriding Royalty being assigned herein shall not merge with any working interest now held or hereafter acquired by Assignee

To have and to hold the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the said Assignors, either in law or equity, to the only proper use, benefit and behoof of Assignee, its successor and assigns forever.

PenSA, Inc., and Pendleton Land and Exploration, Inc., hereby waive any and all further actions or claims it may have against Griggs Oil Company, L. P. and Griggs Oil, Inc. with respect to the North Riley Ridge Unit and the Oil and Gas Leases.

This instrument shall become effective upon execution by all parties hereto.

IN WITNESS WHEREOF, The Assignors and Assignee have executed this Waiver and Quit Claim Assignment of Overriding Royalty effective January 1, 2005.

James G. Collins Ross B. Griggs Virginia L. Smith

PenSA, Inc.

By: _____
Louis Pendleton

Title: PRESIDENT

Pendleton Land and Exploration, Inc.

By: _____

Title: PRESIDENT

Waiver and Quit Claim Assignment

RECORDED March 18 2005 9:30 A
IN BOOK 129 Misc PAGE 673
FEES $17.00
SUBLETTE COUNTY, PINEDALE, WYOMING
COUNTY CLERK

309988

ACKNOWLEDGMENTS

STATE OF Kansas
ss.
COUNTY OF Sedgwick

The foregoing instrument was acknowledged before me this 17th day of Feb., 2005, by Virginia L. Smith.

In witness whereof I have hereunto set my hand and seal this 17th day of February A.D. 2005.

SALLY R. BYERS
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 12/6/08

My commission expires 12/6/08.

Sally R. Byers
Notary Public

STATE OF Kansas
ss.
COUNTY OF Sedgwick

The foregoing instrument was acknowledged before me this 17th day of Feb, 2005, by James G. Collins.

In witness whereof I have hereunto set my hand and seal this 17th day of February A.D. 2005.

My commission expires 8/25/08.

VIRGINIA LEE SMITH
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 8/25/08

Virginia Lee Smith
Notary Public

STATE OF Kansas
ss.
COUNTY OF Sedgwick

The foregoing instrument was acknowledged before me this 17th day of Feb, 2005, by Ross B. Griggs.

In witness whereof I have hereunto set my hand and seal this 17th day of February A.D. 2005.

My commission expires 8/25/08.

VIRGINIA LEE SMITH
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 8/25/08

Virginia Lee Smith
Notary Public

THE STATE OF COLORADO
ss.
COUNTY OF ARAPAHOE

The foregoing instrument was acknowledged before me on this 25th day of ~~January~~ FEBRUARY, 2005, by Louis Pendleton, President, for PenSA, Inc.

In witness whereof I have hereunto set my hand and seal this 25th day of February A.D. 2005.

My commission expires 8/12/08.

JONI M. McQUAIN
NOTARY PUBLIC
STATE OF COLORADO

Joni M. McQuain
Notary Public

ACKNOWLEDGEMENTS

STATE OF Colorado

ss.

COUNTY OF Denver

Robert E. Fischer, President, for Pendleton Land and Exploration, Inc. did execute before me that certain Waiver and Quit Claim Assignment of Overriding Royalty by and between James G. Collins, Ross B. Griggs, and Virginia L. Smith and PenSA, Inc. effective January 1, 2005, on this 28th day of February, 2005.

In witness whereof I have hereunto set my hand and seal this 28th day of February A.D. 2005.

My commission expires 05-26-05.

NOTARY PUBLIC
BARBARA J. BATTLE
STATE OF COLORADO

Barbara J. Battle
Notary Public

EXHIBIT "A"

Sublette County, Wyoming

Attached to and made a part of that certain Waiver and Quit Claim Assignment of Overriding Royalty Interest effective January 1, 2005 by and between James G. Collins, Ross B. Griggs, Virginia L. Smith, Pendleton Land and Exploration, Inc. and PenSA, Inc.

Lease Number	Description	Lease Date	Lease Acres
WYW-121450	Township 30 North, Range 115 West, 6th P.M. Section 1: ALL Section 12: ALL Section 13: ALL	10/1/1990	1,886.14
WYW-121451	Township 30 North, Range 115 West, 6th P.M. Section 14: ALL Section 15: ALL Section 22: ALL Section 23: ALL	10/1/1990	2,560.00
WYW-121453	Township 30 North, Range 115 West, 6th P.M. Section 26: ALL Section 27: ALL Section 34: ALL Section 35: ALL	10/1/1990	2,560.00
WYW-121457	Township 31 North, Range 115 West, 6th P.M. Section 36: ALL	10/1/1990	640.00
WYW-121697	Township 30 North, Range 115 West, 6th P.M. Section 2: ALL Section 3: E1/2 Section 10: E1/2 Section 11: ALL	9/1/1991	1,926.53
WYW-121701	Township 31 North, Range 115 West, 6th P.M. Section 33: ALL Section 34: ALL Section 35: ALL	9/1/1990	1,920.00
WYW-124447	Township 30 North, Range 115 West, 6th P.M. Section 36: ALL	7/1/1991	635.20

[redacted] [redacted] [redacted]

13221C

PRODUCERS 88-RENTAL

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 8th day of December, 20 04, by and between

Colleen Haviland, formerly known as Colleen Noble, a widow

whose post office address is P.O. Box 222, Grace, ID 83241 hereinafter called Lessor (whether one or more) and Mountain Energy, LLC whose post office address is 1801 Broadway, Suite 1250, Denver, CO 80202 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and more ($10.00+) DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

309390
RECORDED March 18, 05 10:14 A
IN BOOK 129 OR 9 PAGE 622
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Peggy S. Freeman

Township 36 North, Range 114 West, 6th P.M.
Section 2: Lots 1(30.52), 2(30.38), SW4NE4, SE4NW4
Township 37 North, Range 113 West, 6th P.M.
Section 33: SE4SW4, NE4SE4, S2SE4
Section 34: N2NW4, SW4NW4, NW4SW4

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 460.90 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of Five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or reworking operations thereof, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. If operations for the drilling of a well for oil or gas or coalbed methane are not commenced on said land on or before one year from the date hereof, this lease shall terminate, unless the Lessee shall on or before that date pay or tender to the Lessor's or Lessor's credit in the The Ireland Bank Bank at P.O. Box B, Grace, ID 83241 or its successors, which Bank and its successor's are the Lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Four Hundred Sixty &90 $460.90 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders, the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of Lessee or any assignee thereof, mailed or delivered on or before the rental date, either direct to Lessor or assigns or to said depository bank, an it is understood and agreed that the consideration first recited herein covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid and any and all other rights conferred. Not withstanding the death of Lessor or his successors in interest, the payment or tender of rentals in the manner provided herein shall be binding on the heirs, devisees, executors, and administrators of such persons.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor for gas of whatsoever nature or kind (with all of its constituents) produced and sold or used off the leased premises, or used in the manufacture of products therefrom one-eighth (1/8) of the actual amount received by the Lessee, said payments to be made monthly.

4. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, Lessee shall pay or tender a royalty of One Dollar ($1.00) per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut in and thereafter on the anniversary date of this lease during the period such well is shut in, to the royalty owners. When such payment or tender is made, it will be considered that gas is being produced within the meaning of the entire lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the to the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use; free of cost, gas, oil and water produced on said land for Lessee's operation thereon, 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 1320 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development

requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable for damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Colleen Haviland fka Colleen Noble, a widow, Lessor

Colleen F Haviland

SSN# 528-52-8856

STATE OF Idaho
COUNTY OF Kootenai
ss

ACKNOWLEDGMENT INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 19th day of January, 2010-05 personally appeared Colleen Haviland fka Colleen Noble, a widow

and

to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires [illegible]

KAREN C. THOMAS NOTARY PUBLIC STATE OF IDAHO

Karen C Thomas
Notary Public

Address: Hayden, Id. 83835

STATE OF _____
COUNTY OF _____
ss

ACKNOWLEDGMENT INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 20 _____ personally appeared _____

and _____

to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the purposes therein set forth

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written

My Commission Expires _____

Notary Public

Address: _____

STATE OF _____
COUNTY OF _____
ss

ACKNOWLEDGMENT CORPORATE

On this _____ day of _____, A.D. 20 _____ before me personally appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this _____ day of _____ A.D., 20 _____.

My Commission Expires _____

Notary Public

Address _____

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, that certain oil and gas lease dated December 8, 2004, from Colleen Haviland, formerly known as Colleen Noble, a widow, as Lessors, to Mountain Energy, LLC, as Lessee, recorded in Book ____, Page ____, of the Records of Sublette County, Wyoming, is owned by Mountain Energy, LLC in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

309991
Filed for Record
IN BOOK 129 Misc PAGE 679
FEES $8.00
SUBLETTE COUNTY, WYOMING

Township 36 North, Range 114 West, 6th P.M.
Section 2: Lots 1(30.52), 2(30.38), SW4NE4, SE4NW4
Township 37 North, Range 113 West, 6th P.M.
Section 33: SE4SW4, NE4SE4, S2SE4
Section 34: N2NW4, SW4NW4, NW4SW4

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, I Colleen Haviland, formerly known as Colleen Noble, a widow and each of us, do hereby ratify, approve, confirm and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Mountain Energy, LLC subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Colleen Haviland, fka Colleen Noble, a widow	The Ireland Bank P.O. Box B Grace, ID 83241	$115.23

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereby shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 19 day of January, 20 05

Colleen Haviland, fka Colleen Noble, a widow

STATE OF Idaho]
COUNTY OF Caribou] ss.

Before me, the undersigned, a Notary Public within and for said County and State, on this 19th day of January, 2005, personally appeared Colleen Haviland, fka Colleen Noble, a widow, to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

KAREN L. THOMAS NOTARY PUBLIC STATE OF IDAHO

My Commission Expires:
10-15-05

Notary Public

684

13202/13

PRODUCERS 88-RENTAL

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 8th day of December, 20 04, by and between

Sally Louise Noble Kidd, formerly known as Sally Louise Noble, a widow

whose post office address is 1114 Sybille Road, Wheatland, WY82201 hereinafter called Lessor (whether one or more) and Mountain Energy, LLC whose post office address is 1801 Broadway, Suite 1250, Denver, CO 80202 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and more ($10.00+) DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

309992
March 18 05 10:20 A
IN BOOK 129 P-9 PAGE 680
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY WY

Township 36 North, Range 114 West, 6th P.M.
Section 2: Lots 1(30.52), 2(30.38), SW4NE4, SE4NW4
Township 37 North, Range 113 West, 6th P.M.
Section 33: SE4SW4, NE4SE4, S2SE4
Section 34: N2NW4, SW4NW4, NW4SW4

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 460.90 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of Five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or reworking operations thereof, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. If operations for the drilling of a well for oil or gas or coalbed methane are not commenced on said land on or before one year from the date hereof, this lease shall terminate, unless the Lessee shall on or before that date pay or tender to the Lessor's or Lessor's credit in the Norwest Bank Wyoming, N.A. Bank at P.O.Box 2799, Casper, WY 82202 or its successors, which Bank and its successor's are the Lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Four Hundred Sixty &90 (460.90) Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders, the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of Lessee or any assignee thereof, mailed or delivered on or before the rental date, either direct to Lessor or assigns or to said depository bank, an it is understood and agreed that the consideration first recited herein covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid and any and all other rights conferred. Not withstanding the death of Lessor or his successors in interest, the payment or tender of rentals in the manner provided herein shall be binding on the heirs, devisees, executors, and administrators of such persons.

3. In consideration of the premises the said Lessee covenants and agrees:

1st To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor for gas of whatsoever nature or kind (with all of its constituents) produced and sold or used off the leased premises, or used in the manufacture of products therefrom one-eighth (1/8) of the actual amount received by the Lessee, said payments to be made monthly.

4. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, Lessee shall pay or tender a royalty of One Dollar ($1.00) per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut in and thereafter on the anniversary date of this lease during the period such well is shut in, to the royalty owners. When such payment or tender is made, it will be considered that gas is being produced within the meaning of the entire lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the to the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use; free of cost, gas, oil and water produced on said land for Lessee's operation thereon, 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 1320 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development

requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land, and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable for damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Sally Louise Noble Kidd, fka Sally Louise Noble, a widow

Sally Louise Noble Kidd

SSN# 520-38-7309

STATE OF Wyoming
COUNTY OF Platte
ss
ACKNOWLEDGMENT INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 19th day of January, 2005 personally appeared Sally Louise Noble Kidd, fka Sally Louise Noble, a widow
and
to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the purposes therein set forth

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires July 13, 2005

GEORGANN M. MARTINEZ - NOTARY PUBLIC
County of Platte
State of Wyoming
My Commission Expires July 13, 2005

Georgann M Martinez
Notary Public
Address: 34 Antelope Dr
Wheatland, WY 82201

STATE OF _____
COUNTY OF _____
ss
ACKNOWLEDGMENT INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 20 _____ personally appeared _____
and _____
to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written

My Commission Expires _____

_____
Notary Public

Address: _____

STATE OF _____
COUNTY OF _____
ss
ACKNOWLEDGMENT CORPORATE

On this _____ day of _____, A.D. 20 _____ before me personally appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this _____ day of _____ A.D., 20 _____.

My Commission Expires _____

_____
Notary Public

Address: _____

682

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, that certain oil and gas lease dated December 8, 2004, from Sally Louise Noble Kidd, formerly known as Sally Louise Noble, a widow, as Lessors, to Mountain Energy, LLC, as Lessee, recorded in Book ____, Page ____, of the Records of Sublette County, Wyoming, is owned by Mountain Energy, LLC in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

309993
RECORDED March 8 05 10:20
IN BOOK 129 PAGE 682
FEES $ 8.00
SUBLETTE CO.
By L. Freeman

Township 36 North, Range 114 West, 6th P.M.
Section 2: Lots 1 (30.52), 2(30.38), SW4NE4, SE4NW4
Township 37 North, Range 113 West, 6th P.M.
Section 33: SE4SW4, NE4SE4, S2SE4
Section 34: N2NW4, SW4NW4, NW4SW4

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, I Sally Louise Noble Kidd, formerly known as Sally Louise Noble, a widow and each of us, do hereby ratify, approve, confirm and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Mountain Energy, LLC subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Sally Louise Noble Kidd, fka Sally Louise Noble, a widow	Norwest Bank Wyoming P.O. Box 2799 Casper, WY 82202	$115.23

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereby shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 19th day of January, 2005.

Sally Louise Noble Kidd
Sally Louise Noble Kidd, formerly known as Sally Louise Noble, a widow

STATE OF Wyoming]
COUNTY OF Platte] ss.

Before me, the undersigned, a Notary Public, within and for said County and State, on this 19th day of January, 2004, personally appeared Sally Louise Noble Kidd, formerly known as Sally Louise Noble, a widow, to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My Commission Expires:
July 13, 2005

Georgann M. Martinez
Notary Public

GEORGANN M. MARTINEZ - NOTARY PUBLIC
County of Platte
State of Wyoming
My Commission Expires July 13, 2005

[redacted] [redacted] [redacted]

1 of 3

PRODUCERS 88-RENTAL

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 8th day of December, 20 04, by and between Robert Charles Noble and Arlene R. Noble, husband and wife whose post office address is P.O. Box 39501, Ninilchik, Alaska 99639 hereinafter called Lessor (whether one or more) and Mountain Energy, LLC whose post office address is 1801 Broadway, Suite 1250, Denver, CO 80202 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and more ($10.00+) DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

309994
March 18 06 10:02 A
BOOK 129 Of R 683
FEES $ 11.00
SUBLETTE CO
Ruby L. Truman

Township 36 North, Range 114 West, 6th P.M.
Section 2: Lots 1(30.52), 2(30.38), SW4NE4, SE4NW4
Township 37 North, Range 113 West, 6th P.M.
Section 33: SE4SW4, NE4SE4, S2SE4
Section 34: N2NW4, SW4NW4, NW4SW4

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 460.90 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of Five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or reworking operations thereof, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. If operations for the drilling of a well for oil or gas or coalbed methane are not commenced on said land on or before one year from the date hereof, this lease shall terminate, unless the Lessee shall on or before that date pay or tender to the Lessor's or Lessor's credit in the ~~National Bank of Alaska~~ Wells Fargo Bank or its successors, which Bank and its successor's are the Lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Four Hundred Sixty &90 Bank at 88 Sterling Highway, Homer, Alaska 99603-7439 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders, the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of Lessee or any assignee thereof, mailed or delivered on or before the rental date, either direct to Lessor or assigns or to said depository bank, an it is understood and agreed that the consideration first recited herein covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid and any and all other rights conferred. Notwithstanding the death of Lessor or his successors in interest, the payment or tender of rentals in the manner provided herein shall be binding on the heirs, devisees, executors, and administrators of such persons

$460.90

3. In consideration of the premises the said Lessee covenants and agrees

1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor for gas of whatsoever nature or kind (with all of its constituents) produced and sold or used off the leased premises, or used in the manufacture of products therefrom one-eighth (1/8) of the actual amount received by the Lessee, said payments to be made monthly.

4. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, Lessee shall pay or tender a royalty of One Dollar ($1.00) per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut in and thereafter on the anniversary date of this lease during the period such well is shut in, to the royalty owners. When such payment or tender is made, it will be considered that gas is being produced within the meaning of the entire lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the to the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, 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 1320 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the 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

683

requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable for damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written

Robert Charles Noble, Lessor

Robert Charles Noble

SSN# 520-34-9494

Arlene R. Noble, Lessor

Arlene R. Noble

SSN# 484-26-0027

STATE OF ~~Alaska~~ Arizona

COUNTY OF Yuma

ss

ACKNOWLEDGMENT INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 9 day of February, 2005

personally appeared Robert Charles Noble and Arlene R. Noble, husband and wife

and

to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires 10-31-2005

SYLVIA GARCIA
Notary Public - Arizona
YUMA COUNTY
My Comm. Exp. 10-31-05

Sylvia Garcia

Notary Public

Address 1 East 16th St Yuma Az 85364

STATE OF _____

COUNTY OF _____

ss

ACKNOWLEDGMENT INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 20 _____

personally appeared _____

and _____

to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

Notary Public

Address: _____

STATE OF _____

COUNTY OF _____

ss

ACKNOWLEDGMENT CORPORATE

On this _____ day of _____ A.D. 20 _____ before me personally appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this _____ day of _____ A.D., 20 _____.

My Commission Expires _____

Notary Public

Address: _____

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, that certain oil and gas lease dated December 8, 2004, from Robert Charles Noble and Arlene R. Noble, husband and wife, as Lessors, to Mountain Energy, LLC, as Lessee, recorded in Book ____, Page ____, of the Records of Sublette County, Wyoming, is owned by Mountain Energy, LLC

in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

309995
March 18 15 1000 A
BOOK 129 Of P 685
FEES $ 8
Mary L. Freeman

Township 36 North, Range 114 West, 6th P.M.
Section 2: Lots 1(30.52), 2(30.38), SW4NE4, SE4NW4
Township 37 North, Range 113 West, 6th P.M.
Section 33: SE4SW4, NE4SE4, S2SE4
Section 34: N2NW4, SW4NW4, NW4SW4

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, I Robert Charles Noble and Arlene R. Noble, husband and wife

and each of us, do hereby ratify, approve, confirm and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Mountain Energy, LLC subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	ADDRESS	AMOUNT
Robert Charles Noble and Arlene R. Noble, husband and wife	Wells Fargo Bank ~~National Bank of Alaska~~ 88 Sterling Highway Homer, Alaska 99603-7439	$115.23

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereby shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

~~WITNESS~~ our hands and seals this 13 day of January, 20 04

Robert C Noble
Robert Charles Noble

Arlene R Noble
Arlene R. Noble

STATE OF Alaska
~~COUNTY OF~~ 3rd District ss.

Before me, the undersigned, a Notary Public, within and for said County and State, on this 13th day of January, 2005 personally appeared Robert Charles Noble and Arlene R. Noble, husband and wife, to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My Commission Expires:
8/28/2005

DEBRA HENDERSON NOTARY PUBLIC STATE OF ALASKA

Debra A Henderson
Notary Public

685

13220

PRODUCERS 88-RENTAL

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 8th day of December, 20 04, by and between Eugene H. Siems and Shona L. Siems, husband and wife whose post office address is P.O. Box 83, Daniel, WY 83115 hereinafter called Lessor (whether one or more) and Mountain Energy, LLC whose post office address is 1801 Broadway, Suite 1250, Denver, CO 80202 hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of Ten and more ($10.00+) DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

Filed for record
March 18 05 10:00 A
Book 129 of Misc. Page 486
Fees $ 11.00
Sue L. Freeman
County Clerk

Township 35 North, Range 113 West, 6th P.M.
Section 13: NE/4, NE/4SW/4, N2SE4, E2NW4

309996

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 360.00 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of Five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind, specifically including coalbed methane and any and all substances produced in association therewith from coal-bearing formations, is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or reworking operations thereof, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

2. If operations for the drilling of a well for oil or gas or coalbed methane are not commenced on said land on or before one year from the date hereof, this lease shall terminate, unless the Lessee shall on or before that date pay or tender to the Lessor's or Lessor's credit in the Bank of Jackson Hole Bank at P.O. Box 7000, Jackson Hole, WY 83001 or its successors, which Bank and its successor's are the Lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of Seven Hundred Twenty $720.00 Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders, the commencement of operations for drilling may further be deferred for like periods successively. All payments or tenders may be made by check or draft of Lessee or any assignee thereof, mailed or delivered on or before the rental date, either direct to Lessor or assigns or to said depository bank, an it is understood and agreed that the consideration first recited herein covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid and any and all other rights conferred. Not withstanding the death of Lessor or his successors in interest, the payment or tender of rentals in the manner provided herein shall be binding on the heirs, devisees, executors, and administrators of such persons

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor for gas of whatsoever nature or kind (with all of its constituents) produced and sold or used off the leased premises, or used in the manufacture of products therefrom one-eighth (1/8) of the actual amount received by the Lessee, said payments to be made monthly.

4. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, Lessee shall pay or tender a royalty of One Dollar ($1.00) per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut in and thereafter on the anniversary date of this lease during the period such well is shut in, to the royalty owners. When such payment or tender is made, it will be considered that gas is being produced within the meaning of the entire lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties (including any shut-in gas royalty) herein provided for shall be paid the to the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use; free of cost, gas, oil and water produced on said land for Lessee's operation thereon, 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 1320 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is

allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable for damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor," as used in this lease shall mean any one or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written

Eugene H. Siems, Lessor
Eugene H. Siems
SSN# 520-62-3256

Shona L. Siems, Lessor
Shona L. Siems
SSN# 529-92-4191

STATE OF Wyoming
COUNTY OF Sublette
ss

ACKNOWLEDGMENT INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20 day of December, 2004 personally appeared Eugene H. Siems and Shona L. Siems, husband and wife and

to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the purposes therein set forth

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires: 8/8/06

TRACEY L. HOOVER - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires 8/8/06

Tracey L Hoover
Notary Public

Address: Pinedale, WY

STATE OF _____
COUNTY OF _____
ss

ACKNOWLEDGMENT INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 20 _____ personally appeared _____ and _____ to me known to be the identical person(s) described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ duly executed the same as _____ free and voluntary act and deed for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires _____

Notary Public

Address: _____

STATE OF _____
COUNTY OF _____
ss

ACKNOWLEDGMENT CORPORATE

On this _____ day of _____, A.D. 20 _____ before me personally appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this _____ day of _____ A.D., 20 _____.

My Commission Expires _____

Notary Public

Address: _____

688

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, that certain oil and gas lease dated December 8, 2004, from Eugene H. Siems and Shona L. Siems, husband and wife, as Lessors, to Mountain Energy, LLC, as Lessee, recorded in Book ____, Page ____, of the Records of Sublette County, Wyoming, is owned by Mountain Energy, LLC in so far as it covers the following described land in Sublette County, Wyoming, to-wit:

Mar 18 05 10:00 A
IN BOOK 129 Pr 2 688
FEES $ 8.00
SUBLETTE COUNTY, WYOMING
Peg L. Freeman

309997

Township 35 North, Range 113 West, 6th P.M.
Section 13: NE/4, NE4, SW4, N2SE4, E2NW4

309997

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, we Eugene H. Siems and Shona L. Siems, husband and wife

and each of us, do hereby ratify, approve, confirm and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby lease, demise and let said land unto Mountain Energy, LLC subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows.

CREDIT TO	ADDRESS	AMOUNT
Eugene H. Siems and Shona L. Siems	Bank of Jackson Hole P.O. Box 7000 Jackshon Hole, WY 83001	$720.00

and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereby shall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 20 day of December, 20 04.

Eugene H. Siems

Shona L. Siems

STATE OF Wyoming]
COUNTY OF Sublette] ss.

Before me, the undersigned, a Notary Public, within and for said County and State, on this 20 day of December 2004, personally appeared Eugene H. Siems and Shona L. Siems, husband and wife, to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My Commission Expires:
8/8/06

Tracey L Hoover
Notary Public

TRACEY L. HOOVER - NOTARY PUBLIC
COUNTY OF SUBLETTE
STATE OF WYOMING
My Commission Expires 8/8/06

[redacted] [redacted] [redacted]

FORM 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.

SEE EXHIBIT "A"

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* WILLIAMS PRODUCTION RMT COMPANY
   Street 1515 Arapahoe Street, Tower 3, Suite 1000
   City, State, ZIP Code Denver, CO 80202

*If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: *(Check one)* [X] Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: (Check one or both, as appropriate) [X] Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
SEE ATTACHED EXHIBIT "A'	See Exhibit "A"	See Exhibit "A"	See Exhibit "A"	See Exhibit "A"	See Exhibit "A"

310925

RECORDED March 21 2005 9:00 A
IN BOOK 129 O-9 PAGE 689
FEES $ 17.00 Mary L. Lindquist COUNTY CLERK
CROOKETTE COUNTY, PINEDALE, WYOMING
By L. Freeman

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)

690

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District of Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) transferee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Effective between the parties hereto as of May 3, 2002

Executed this

Executed this 7th day of January, 2005

Name of Transferor PRIZE ENERGY RESOURCES, L.P.

Please type or print

Transferor [signature]

By: Richard S. Farrell, Vice-President- Land "Onshore"

Attest: _____

(Signature)

600 E. Las Colinas Blvd., Suite 1100

(Transferor's Address)

Irving Texas 75039

(City) (State) (Zip Code)

Executed this 18TH day of FEBRUARY, 2005

WILLIAMS PRODUCTION RMT COMPANY

Transferee _____

By:

Attorney-in-fact [signature]

Joseph R. Barrett (Signature)

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time of reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (DW-110), Denver Federal Center, Building 40, Box 25047, Denver, CO 80225-0047and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United states any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

[redacted] [redacted] [redacted]

`EXHIBIT "A"

Attached to and made a part of that certain Transfer of Operating Rights effective May 3, 2002, by and between Prize Energy Resources, L.P., as "Transferor", and Williams Production RMT Company, as "Transferee"

Riley Ridge Field - Sublette County, Wyoming

	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Lease Serial No. / Lease Effective Date Land Description	Owned	Conveyed	Retained	Reserved	Previously Reserved or Conveyed
WYW-036438/October 1, 1972 Township 30 North, Range 114 West, 6th P.M. Section 33: S/2SW/4, SE/4NW/4SW/4, S/2NE/4SW/4 containing 110.00 acres, more or less	17.22222%*	17.22222%*	None BIAPO ***	0.60278%	Those of Record
WYW-038887/April 1, 1973 Township 29 North, Range 114 West, 6th P.M. Section 4: Lot 4 containing 21.05 acres, more or less	10.00000%*	10.00000%*	None BIAPO ***	0.35000%	Those of Record
WYW-056739/December 1, 1976 Township 30 North, Range 114 West, 6th P.M. Section 32: SE/4 containing 160.00 acres, more or less	65.24580%**	65.24580%**	None BIAPO ***	0.81557%	Those of Record

* Limited in depth from one hundred (100) feet below the base of the Baxter sand to one hundred feet below total depth drilled in the Test Well, but in no event below the top of the Madison formation (Williams Production RMT Company, Riley Ridge Unit 14-33F, total depth 8175 feet, located in the SE/4SW/4 of Section 33-T30N-R114W, Sublette County, Wyoming).

** Limited in depth from one hundred (100) feet below the base of the Baxter sand to one hundred feet below total depth drilled in the Option Test Well, but in no event below the top of the Madison formation (Williams Production RMT Company, Riley Ridge Unit 16-32F, total depth 8070 feet, located in SE/4SE/4 of Section 32-T30N-R114W, Sublette County, Wyoming).

*** Subject to that certain Farmout Agreement dated December 10, 2001, between Prize Operating Company, sole general partner of Prize Energy Resources, L.P. and Williams Production RMT Company.

Attached to and made a part of that certain Transfer of Operating Rights effective May 3, 2002, from Prize Energy Resources, L.P., Transferor, to Williams Production RMT Company, Transferee

ACKNOWLEDGMENTS

STATE OF TEXAS)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this 7th day of January 2005, by Richard S. Farrell, Vice President of Prize Energy Resources, L.P., on behalf of said corporation.

Witness my hand and official seal.

My commission expires:
10-10-07

NIKI C. OLSON
MY COMMISSION EXPIRES
October 10, 2007

Notary Public

STATE OF COLORADO)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this 18 day of Feb., 2005, by Joseph P. Barrett, Attorney-in-Fact of Williams Production RMT Company, on behalf of said corporation.

Witness my hand and official seal.

My commission expires:
5/21/07

PATTI E. RIVES NOTARY PUBLIC STATE OF COLORADO

Notary Public

[redacted] [redacted] [redacted]

Statement of Merger
filed pursuant to §7-90-301, et seq. and §7-111-104.5
of the Colorado Revised Statutes (C.R.S.)

Prepared by, and after recording, please return to:

Burke Lewis, Esq.
Davis Graham and Stubbs LLP
1550 Seventeenth Street, Suite 500
Denver, Colorado 80202

310043
310043

RECORDED March 21 - 05 2:00 PM
IN BOOK 129 Misc PAGE 694
FEES 20.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
[illegible]

Page 693
was not
used

#625577.1
03/03/05 1:57 PM

Document Processing Fee
If document is on paper: $60.00
If document is filed electronically: Currently Not Available
Fees are subject to change.
For electronic filing and to obtain copies of filed documents visit www.sos.state.co.us
Deliver paper documents to:
Colorado Secretary of State
Business Division
1560 Broadway, Suite 200
Denver, CO 80202-5169
Paper documents must be typed or machine printed.

20041410613 C
$ 110.00
SECRETARY OF STATE
11-30-2004 13:48:17

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Merger

filed pursuant to §7-90-301, et seq. and §7-90-203 Colorado Revised Statutes (C.R.S.)

1. Entity name or true name of each merging entity:

Platte Valley Management Company
(Enter name exactly as it appears in the records of the secretary of state if applicable)

Form of entity: Corporation

Jurisdiction under which the entity was formed: Colorado

ID number (if applicable): 19901016143

Principal office street address: 1099 18th Street, Suite 400
(Street name and number)

Denver CO 80202
(City) *(State)* *(Postal/Zip Code)*

(Province – if applicable) *(Country – if not US)*

Principal office mailing address (if different from above):

(Street name and number or Post Office Box information)

(City) *(State)* *(Postal/Zip Code)*

(Province – if applicable) *(Country – if not US)*

Entity name or true name:

Prime Oil & Gas Company
(Enter name exactly as it appears in the records of the secretary of state if applicable)

Form of entity: Corporation

Jurisdiction under which the entity was formed: Colorado

ID number (if applicable): 19971393712

Principal office street address: 1099 18th Street, Suite 400
(Street name and number)

Principal office mailing address:
(if different from above)

Denver (City) | CO (State) | 80202 (Postal/Zip Code)

(Province – if applicable) | (Country – if not US)

(Street name and number or Post Office Box information)

(City) | (State) | (Postal/Zip Code)

(Province – if applicable) | (Country – if not US)

Entity name or true name:

(Enter name exactly as it appears in the records of the secretary of state if applicable)

Form of entity:

Jurisdiction under which the entity was formed:

ID number (if applicable):

Principal office street address:

(Street name and number)

(City) | (State) | (Postal/Zip Code)

(Province – if applicable) | (Country – if not US)

Principal office mailing address:
(if different from above)

(Street name and number or Post Office Box information)

(City) | (State) | (Postal/Zip Code)

(Province – if applicable) | (Country – if not US)

(If there are more than three merging entities, mark this box ☐ and include an attachment stating the entity name, ID number, and the principal office address of each additional merging entity.)

2. Entity name of the surviving entity:

Prima Oil & Gas Company

(Enter name exactly as it appears in the records of the secretary of state if applicable)

Form of entity: Corporation

Jurisdiction under which the entity was formed: Colorado

ID number (if applicable): 19871393712

Principal office street address: 1099 18th Street, Suite 400

(Street name and number)

Denver (City) | CO (State) | 80202 (Postal/Zip Code)

Principal office mailing address:
(if different from above)

(Province – if applicable) *(Country – if not US)*

_____
(Street name and number or Post Office Box information)

_____

_____
(City) *(State)* *(Postal/Zip Code)*

_____ _____
(Province – if applicable) *(Country – if not US)*

3. New entity name of surviving entity:

_____

4. Use of Restricted Words *(If any of these terms are contained in an entity name, trade name of an entity, trade name or trademark stated in this document, make the applicable selection)*:

☐ "bank" or "trust" or any derivative thereof
☐ "credit union" ☐ "savings and loan"
☐ "insurance", "casualty", "mutual", or "surety"

5. The merging entities are merged into the surviving entity pursuant to this section.

6. If the entity's period of duration as amended is perpetual, mark this box: ☐

OR

If the entity's period of duration as amended is less than perpetual, state the date on which the period of duration expires:

_____
(mm/dd/yyyy)

7. If one or more of the merging entities is a registrant of a trademark described in a filed document in the records of the secretary of state, mark this box ☐ and state below the document number of each such filed document.

Document number: _____

Document number: _____

(If more than two trademarks, mark this box ☐ and include an attachment stating the additional document numbers.)

8. Other amendments, if any, are attached.

9. Additional information may be included. If applicable, mark this box ☐ and include an attachment stating the additional information.

10. *(Optional)* Delayed effective date: _____
(mm/dd/yyyy)

Notice:

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

11. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

Shepston (Last) Michelle (First) H. (Middle) (Suffix)

1550 17th Street, Suite 500
(Street name and number or Post Office Box information)

Denver (City) CO (State) 80202 (Postal/Zip Code)

(Province – if applicable) (Country – if not US)

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box ☐ and include an attachment stating the name and address of such individuals.)

Disclaimer:

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.

FORM 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.

WYW-144996

310097

Type or print plainly in ink and sign in ink.

RECORDED March 23, 05 9:30 A
IN BOOK 129 O+G PAGE 699
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by K. Thompson Mary L. Kimball

PART A: TRANSFER

1. **Transferee (Sublessee)*** *Williams Production Rocky Mountain Company*
   Street *P.O. Box 3102*
   City, State, ZIP Code *Tulsa, Oklahoma 74101*

***If more than one transferee, check here** ☐ **and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.**

This transfer is for: *(Check one)* [X] Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* [X] Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. a	Percent of Interest Owned b	 Conveyed c	 Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	 Previously reserved or conveyed f
Township 31 North, Range 108 West, 6th P.M. Section 31: NE/4	7.982300%	0.408940%	7.941406%	None	Of Record
Township 30 North, Range 108 West, 6th P.M. Section 6: Lots 1, 2, S/2NE/4 Sublette County, Wyoming	7.982300%	0.040894%	7.941406%	None	Of Record
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, Sec. 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

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____ _____
(Authorized Officer) (Title) (Date)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 8th day of February, 19 2005

Name of Transferor SWEPI LP
Please type or print

Transferor [signature]
or
Attorney-in-fact B.D. Griffin
(Signature)

200 North Dairy Ashford
(Transferor's Address)

Houston (City) CO. (State) Texas 77079 (Zip Code)

Executed this 15th day of February, 19 2005

Transferee Williams Production Rocky Mountain Company
or
Attorney-in-fact [signature]
(Signature)

Gerald Meeks
Attorney-in-Fact

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF Texas)
)§
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 8th day of Feb., 2005
By B. D. Griffin, as Attorney-in-Fact of SWEPI LP,
a Delaware Timited ~~corporation~~, on behalf of the ~~corporation~~ partnership.
Witness my hand and official seal. partnership,

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 Oklahoma)
)§
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me this 15th day of Feb., 2005
By Gerald Meeks, as Attorney-in-fact of Williams Production Rocky Mountain Co.
a Delaware corporation, on behalf of the corporation
Witness my hand and official seal.

Notary Public #01001993

SEAL

My commission expires: March 4, 2005

****

[redacted] [redacted] [redacted]

FORM 3 .0-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.

WYW-144994

310098

Type or print plainly in ink and sign in ink.

March 23 05 9:32 A
IN BOOK 139 M & S PAGE 702
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING

PART A: TRANSFER

1. **Transferee (Sublessee)*** *Williams Production Rocky Mountain Company*
   Street *P.O. Box 3102*
   City, State, ZIP Code *Tulsa, Oklahoma 74101*

***If more than one transferee, check here** ☐ **and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.**

This transfer is for: *(Check one)* [X] Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* [X] Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 108 West, 6th P.M. Section 32: SW/4	7.982300%	0.040894%	7.941406%	None	Of Record
Township 30 North, Range 108 West, 6th P.M. Section 5: Lots 1, 2, S/2NE/4 Sublette County, Wyoming	8.663910%	0.054535%	8.609375%	None	Of Record
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, Sec. 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

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____
(Authorized Officer) (Title) (Date)

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 9th day of February, 19 2005

Name of Transferor SWEPI LP
Please type or print

Transferor
or
Attorney-in-fact B.D. Gerald (Signature)
(Signature)

200 North Dairy Ashford
(Transferor's Address)

Houston (City) CO. (State) Texas 77079 (Zip Code)

Executed this 15th day of February, 19 2005

Transferee Williams Production Rocky Mountain Company
or
Attorney-in-fact (Signature) JB
(Signature)

Gerald Meeks
Attorney-in-Fact

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF Texas)
)§
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 8th day of Feb., 2005
By B. D. Griffin, as Attorney-in-Fact of SWEPI LP,
a Delaware limited ~~corporation~~, on behalf of the ~~corporation~~ partnership.
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 Oklahoma)
)§
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me this 15th day of Feb., 2005
By Gerald Meeks, as Attorney-in-fact of Williams Productions Rocky Mountain Co.
a Delaware corporation, on behalf of the corporation
Witness my hand and official seal.

Notary Public #01001993

SEAL

My commission expires: March 4, 2005

****

FORM 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No. WYW-015316

310093

Type or print plainly in ink and sign in ink.

March 23 05 9:30 A

IN BOOK 439 OF F PAGE 205
FEES $ 14.00 COUNTY CLERK
SUBLEASE CO
By L. [illegible]

PART A: TRANSFER

1. **Transferee (Sublessee)*** *Williams Production Rocky Mountain Company*
   Street *P.O. Box 3102*
   City, State, ZIP Code *Tulsa, Oklahoma 74101*

***If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.**

This transfer is for: *(Check one)* [X] Oil and Gas Lease, or [ ] Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* [X] Operating Rights (sublease) [ ] Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. a	Percent of Interest Owned b	 Conveyed c	 Retained d	Percent of Overriding Royalty or Similar Interests Reserved e	 Previously reserved or conveyed f
Township 31 North, Range 108 West, 6th P.M. Section 32: NE/4 Sublette County, Wyoming	7.982300%	0.040894%	7.941406%	None	Of Record
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, Sec. 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

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____
(Authorized Officer) (Title) (Date)

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 8th day of February, 19 2005

Name of Transferor SWEPI LP
Please type or print

Transferor _____
or
Attorney-in-fact B. D. Cauthorn (Signature)
(Signature)

200 North Dairy Ashford
(Transferor's Address)

Houston (City) CO. (State) Texas 77079 (Zip Code)

Executed this 15th day of February, 19 2005

Transferee Williams Prodcuction Rocky Mountain Company
or
Attorney-in-fact _____ (Signature)
(Signature)
Gerald Meeks
Attorney-in-Fact

BURDEN HOURS STATEMENT

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Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF Texas)
)§
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 8th day of Feb., 2005
By B. D. Griffin, as Attorney-in-Fact of SWEPI LP,
a Delaware limited ~~corporation~~, on behalf of the ~~corporation~~ partnership.
Witness my hand and official seal. partnership,

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 Oklahoma)
)§
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me this 15th day of Feb, 2005
By Gerald meeks, as Attorney-in-fact of Williams Production Rocky Mountain Co.
a Delaware corporation, on behalf of the corporation
Witness my hand and official seal.

Notary Public #01001993

My commission expires: March 4, 2005

****

[redacted] [redacted] [redacted]

FORM 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

Lease Serial No.

WYW-06269

310100

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.

March 23 05 9:36 A
IN BOOK 139 O+G PAGE 708
FEES $ 14.00 COUNTY CLERK
SUBLETTE WYOMING

PART A: TRANSFER

1. **Transferee (Sublessee)*** *Williams Production Rocky Mountian company*
   Street *P.O. Box 3102*
   City, State, ZIP Code *Tulsa, Oklahoma 74101*

***If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.**

This transfer is for: *(Check one)* [X] Oil and Gas Lease, or [ ] Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* [X] Operating Rights (sublease) [ ] Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 109 West, 6th P.M. Section 24: E/2SW/4 Section 25: SW/4, NE/4 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. 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.	19.337379%	0.040500%	19.296879%	None	Of Record

FOR BLM USE ONLY -- DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____
(Authorized Officer) (Title) (Date)

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 8th day of February, 19 2005 Executed this 15th day of February, 19 2005

Name of Transferor SWEPI LP
Please type or print

Transferor or Attorney-in-fact B. D. [signature]
(Signature)
200 North Dairy Ashford
(Transferor's Address)
Houston (City) Texas (State) 77079 (Zip Code)

Transferee Williams Production Rocky Mountain Company or Attorney-in-fact [signature]
(Signature)
Gerald Meeks
Attorney-in-Fact

BURDEN HOURS STATEMENT

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STATE OF Texas)
)§
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 8th day of Feb., 2005
By B. D. Griffin, as Attorney-in-Fact of SWEPI LP,
a Delaware limited ~~corporation~~ partnership, on behalf of the ~~corporation~~ partnership.
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 Oklahoma)
)§
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me this 15th day of Feb., 2005
By Gerald Meeks, as Attorney-in-fact of Williams Production Rocky Mountain Co.
a _____ corporation, on behalf of the corporation
Witness my hand and official seal.

Notary Public

SEAL

My commission expires: March 4, 2005

****

211

FORM 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.

WYW-144993

310101

Type or print plainly in ink and sign in ink.

March 23 05 9:30 A
BOOK 129 @ 7 NO. 211
FEES $ 10.00 COUNTY CLERK
STATE Wyoming Freeman

PART A: TRANSFER

1. **Transferee (Sublessee)*** *Williams Production Rocky Mountain Company*
   Street *P.O. Box 3102*
   City, State, ZIP Code *Tulsa, Oklahoma 74101*

***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

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Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 108 West, 6th P.M.					
Section 19: Lots 3, 4, E/2SW/4	23.804000%	0.054000%	23.750000%	None	Of Record
Section 30: Lots 3, 4, E/2SW/4	19.337379%	0.040500%	19.296879%	None	Of Record
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.					
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

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

[ ] Transfer approved effective _____

By _____ _____
(Authorized Officer) (Title) (Date)

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 8th day of February, ~~19~~ 2005

Name of Transferor SWEPI LP
Please type or print

Transferor B.D. Griffin (Signature)
or
Attorney-in-fact (Signature)

200 North Dairy Ashford
(Transferor's Address)

Houston (City) CO. (State) Texas 77079 (Zip Code)

Executed this 15th day of February, ~~19~~ 2005

Transferee Williams Production Rocky Mountain Co.
or
Attorney-in-fact (Signature)

Gerald Meeks
Attorney-in-Fact

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

712

STATE OF Texas)
)§
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 8th day of Feb., 2005
By B. D. Griffin, as Attorney-in-Fact of SWEPI LP
a Delaware limited ~~corporation~~, on behalf of the ~~corporation~~ partnership.
Witness my hand and official seal. partnership,

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 Oklahoma)
)§
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me this 15th day of Feb., 2005
By Gerald Meeks, as Attorney in Fact of Williams Production Rocky Mountain Co.
a Delaware corporation, on behalf of the corporation
Witness my hand and official seal.

Gayla D. Croff
Notary Public #01001993

SEAL

My commission expires: March 4, 2005

****

FORM 300
(January 19

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

Lease Serial No.

WYE-026025

310102

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.

March 23 05 9:30 A
BOOK 129 @ 8 PAGE 714
FEES $ 14.00 COUNTY CLERK
By S. Stutzman

PART A: TRANSFER

1. **Transferee (Sublessee** *Williams Production Rocky Mountian Company*
Street *P.O. Box 3102*
City, State, ZIP Code *Tulsa, Oklahoma 74101*

***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 o* [X] Oil and Gas Lease, or [ ] Geothermal Lease

Interest conveyed: *(Check one or both, as appropr* [X] Operating Rights (sublease) [ ] Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 109 West, 6th P.M. Section 24: W/2SW/4 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. 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.	19.337379%	0.040500%	19.296879%	None	Of Record

FOR BLM USE ONLY -- DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

[ ] Transfer approved effective _____

By _____ _____
(Authorized Officer) (Title) (Date)

714

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 8th day of February, 19 2005 Executed this 15th day of February, 19 2005

Name of Transferor SWEPI LP
Please type or print

Transferor _____
or
Attorney-in-fact B.D. Gwin (Signature)

200 North Dairy Ashford
(Transferor's Address)

Houston (City) Texas (State) 77079 (Zip Code)

Transferee Williams Production Rocky Mountain Co
or
Attorney-in-fact _____ (Signature)

Gerald Meeks
Attorney-in-Fact

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF Texas)
)§
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 8th day of Feb., 20 05
By B. D. Griffin, as Attorney-in-Fact of SWEPI LP,
a Delaware Timited ~~corporation~~, on behalf of the ~~corporation~~ partnership.
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 Oklahoma)
)§
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me this 15th day of Feb., 20 05
By Gerald Meeks, as Attorney-in-fact of Williams Production Rocky Mountains Co.
a Delaware corporation, on behalf of the corporation
Witness my hand and official seal.

Linda D. Croff
Notary Public

SEAL

My commission expires: March 4, 2005

****

717

FORM 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.

WYW-144996

310103

Type or print plainly in ink and sign in ink.

MAR 23 05 9:30 AM
FEES $14.00 Mary L. Lloyd
By L. Freeman

PART A: TRANSFER

1. **Transferee (Sublessee)*** *Williams Production Rocky Mountain Company*
   Street *P.O. Box 3102*
   City, State, ZIP Code *Tulsa, Oklahoma 74101*

***If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.**

This transfer is for: *(Check one)* [X] Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* [X] Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 108 West, 6th P.M. Section 31: NE/4	24.95520%	0.12786%	24.82734%	None	Of Record
Township 30 North, Range 108 West, 6th P.M. Section 6: 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, Sec. 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.	24.95520%	0.12786%	24.82734%	None	of Record

FOR BLM USE ONLY -- DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____ _____
(Authorized Officer) (Title) (Date)

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 8th day of February, 19 2005

Name of Transferor Shell Rocky Mountain Production LLC
Please type or print

Transferor _____
or
Attorney-in-fact B. O. Smith
(Signature)

4582 So. Ulster Street Parkway. Suite 500
(Transferor's Address)

Denver CO. 80237
(City) (State) (Zip Code)

Executed this 15th day of February, 19 2005

Transferee Williams Production Rocky Mountain Company
or
Attorney-in-fact _____
(Signature)

Gerald Meeks
Attorney-in-Fact

BURDEN HOURS STATEMENT

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Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF Texas)
)§
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 8th day of Feb., 2005
By B. O. Eubanks, as Attorney-in-Fact of Shell Rocky Mountain Production
a Delaware limited ~~corporation~~, on behalf of the ~~corporation~~ company. LLC
Witness my hand and official seal. liability company,

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 Oklahoma)
)§
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me this 15th day of Feb., 2005
By Gerald Meeks, as Attorney-in-fact of Williams Production Rocky Mountain Co.
a Delaware corporation, on behalf of the corporation
Witness my hand and official seal.

Gayla D. Croff
Notary Public

SEAL

My commission expires: March 4, 2005

****

FORM 3C)-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

Lease Serial No.

WYW-144994

310104

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.

March 23 05 9:30 A
NOR 129 0+9 PAID 220
FEES $ 14
Ley & Freeman

PART A: TRANSFER

1. **Transferee (Sublessee)*** *Williams Production Rocky Mountain Company*
Street *P.O. Box 3102*
City, State, ZIP Code *Tulsa, Oklahoma 74101*

***If more than one transferee, check here** ☐ **and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.**

This transfer is for: *(Check one)* [X] Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* [X] Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 108 West, 6th P.M. Section 32: SW/4	27.08609%	0.17047%	26.91562%	None	Of Record
Township 30 North, Range 108 West, 6th P.M. Section 5: Lots 1, 2, S/2NE/4 Sublette County, Wyoming	24.95520%	0.12786%	24.82734%	None	Of Record
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, Sec. 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

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)

720

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 8th day of Febaary, 19 2005 Executed this 15th day of February, 19 2005

Name of Transferor Shell Rocky Mountain Production LLC
Please type or print

Transferor _____
or
Attorney-in-fact B.D. Christian
(Signature)

4582 So. Ulster Street Parkway. Suite 500
(Transferor's Address)

Denver (City) CO. (State) 80237 (Zip Code)

Transferee Williams Production Rocky Mountain Company
or
Attorney-in-fact _____
(Signature)

Gerald Meeks
Attorney-in-Fact

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF Texas)
)§
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 8th day of Feb., 2005
By B. O. Eubanks, as Attorney-in-Fact of Shell Rocky Mountain Production
a Delaware limited ~~corporation~~, on behalf of the ~~corporation~~ company. LLC
Witness my hand and official seal. liability company,

GAYLE KACAL
Notary Public, State of Texas
My Commission Expires
June 14, 2007

Gayle Kacal
Notary Public

SEAL

My commission expires: 6-14-07

****

STATE OF Oklahoma
COUNTY OF Tulsa)§

The foregoing instrument was acknowledged before me this 15th day of Feb., 2005
By Gerald Meeks, as Attorney-in-fact of Williams Production Rocky Mountain Co.
a Delaware corporation, on behalf of the corporation
Witness my hand and official seal.

Layla D. Croff
Notary Public #01001993

SEAL

My commission expires: 2-1-05

****

723

FORM 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.

WYW-015316

310105

Type or print plainly in ink and sign in ink.

March 23 08 9:36 A
223
FEES $ 14.00

PART A: TRANSFER

1. **Transferee (Sublessee)*** *Williams Production Rocky Mountain Company*
   Street *P.O. Box 3102*
   City, State, ZIP Code *Tulsa, Oklahoma 74101*

***If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.**

This transfer is for: *(Check one)* [X] Oil and Gas Lease, or ☐ Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* [X] Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 108 West, 6th P.M. Section 32: NE/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, Sec. 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.	24.95520%	0.12786%	24.82734%	None	Of Record

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____
(Authorized Officer) (Title) (Date)

[redacted] [redacted] [redacted]

'art A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 8th day of February, 19 2005

Name of Transferor Shell Rocky Mountain Production LLC
Please type or print

Transferor _____
or
Attorney-in-fact B. D. Einhaus
(Signature)

4582 So. Ulster Street Parkway. Suite 500
(Transferor's Address)

Denver CO. 80237
(City) (State) (Zip Code)

Executed this 15th day of February, 19 2005

Transferee Williams Production Rocky Mountain Company
or
Attorney-in-fact _____
(Signature)

Gerald Meeks
Attorney-in-Fact

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF Texas)
)§
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 8th day of Feb., 2005
By B. O. Eubanks, as Attorney-in-Fact of Shell Rocky Mountain Production
a Delaware limited ~~corporation~~, on behalf of the ~~corporation~~ company. LLC
Witness my hand and official seal. liability company,

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 Oklahoma)
)§
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me this 15th day of Feb., 2005
By Gerald Meeks, as Attorney-in-fact of Williams Production Rocky Mountain Co.
a Delaware corporation, on behalf of the corporation
Witness my hand and official seal.

Notary Public #01001993

SEAL

My commission expires: March 4, 2005

****

FORM 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

Lease Serial No.

WYW-06269

310106

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.

March 23 05 9:30 AM

PART A: TRANSFER

1. **Transferee (Sublessee)*** *Williams Production Rocky Mountain Company*
   Street *P.O. Box 3102*
   City, State, ZIP Code *Tulsa, Oklahoma 74101*

1290-G 726
Leg L. Freeman

***If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.**

This transfer is for: *(Check one)* [X] Oil and Gas Lease, or [ ] Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* [X] Operating Rights (sublease) [ ] Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 109 West, 6th P.M. Section 24: E/2SW/4 Section 25: SW/4, NE/4 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. 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.	60.45637%	0.12825%	60.32812%	None	Of Record

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____ _____
(Authorized Officer) (Title) (Date)

726

art A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 8th day of February, 19 2005 Executed this 15th day of February, 19 2005

Name of Transferor Shell Rocky Mountain Production LLC
Please type or print

Transferor _____
or
Attorney-in-fact B. O. Fortenberry
(Signature)

4582 So. Ulster St. Suite 500
(Transferor's Address)

Denver (City) CO. (State) 80237 (Zip Code)

Transferee Williams Production Rocky Mountain CO.
or
Attorney-in-fact _____ B
(Signature)

Gerald Meeks
Attorney-in-Fact

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

[redacted] [redacted] [redacted]

STATE OF Texas)
)§
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 8th day of Feb., 2005
By B. O. Eubanks, as Attorney-in-Fact of Shell Rocky Mountain Production
a Delaware limited liability company, corporation, on behalf of the corporation company. 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 Oklahoma
)§
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me this 15th day of Feb, 2005
By Gerald Meeks, as Attorney-in-fact of Williams Production Rocky Mountain Co.
a Delaware corporation, on behalf of the corporation
Witness my hand and official seal.

Tonya D. Croff
Notary Public #01001993

My commission expires: March 4, 2005

****

129

FORM 3000-3a
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.

WYW-144993

310107

Type or print plainly in ink and sign in ink.

March 22 '05 9:30 am

BK 229 PG 229
FEES 14.00
Beth L. Freeman

PART A: TRANSFER

1. **Transferee (Sublessee)*** *Williams Production Rocky Mountain Company*
   Street *P.O. Box 3102*
   City, State, ZIP Code *Tulsa, Oklahoma 74101*

***If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.**

This transfer is for: *(Check one)* [X] Oil and Gas Lease, or [ ] Geothermal Lease

Interest conveyed: *(Check one or both, as appropriate)* [X] Operating Rights (sublease) [ ] Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 108 West, 6th P.M.					
Section 19: Lots 3, 4, E/2SW/4	74.42100%	0.17100%	74.25000%	None	Of Record
Section 30: Lots 3, 4, E/2SW/4	60.45637%	0.12825%	60.32812%	None	Of Record
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.					
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

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

☐ Transfer approved effective _____

By _____ _____ _____
(Authorized Officer) (Title) (Date)

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 8th day of February, 19 2005

Name of Transferor Shell Rocky Mountain Production LLC
Please type or print

Transferor _____
or
Attorney-in-fact B.O. Eutsler
(Signature)

4532 So. Ulster St. Suite 500
(Transferor's Address)

Denver (City) CO. (State) 80237 (Zip Code)

Executed this 15th day of February, 19 2005

Transferee Williams Production Rocky Mountain Company
or
Attorney-in-fact _____
(Signature)

Gerald Meeks
Attorney-in-Fact

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF Texas)
)§
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 8th day of Feb., 2005
By B. O. Eubanks, as Attorney-in-Fact of Shell Rocky Mountain Production
a Delaware limited corporation, on behalf of the corporation company. LLC
Witness my hand and official seal. liability company,

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 Oklahoma)
)§
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me this 15th day of Feb., 2005
By Gerald Meeks, as Attorney-in-fact of Williams Production Rocky Mountain Co.
a Delaware corporation, on behalf of the corporation
Witness my hand and official seal.

Notary Public #01001993

My commission expires: March 4, 2005

****

FORM 300
(January 19

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998

Lease Serial No.

WYE-026025
310108

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)

March 23 05 9:30 am
129 Rec'd 252
fees $ 14.00 Mary L. Urquhart
By L. Freeman

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. **Transferee (Sublessee** *Williams Production Rocky Mountian Company*
   Street *P.O. Box 3102*
   City, State, ZIP Code *Tulsa, Oklahoma 74101*

***If more than one transferee, check he 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 o* [X] Oil and Gas Lease, or [ ] Geothermal Lease

Interest conveyed: *(Check one or both, as appropr* [X] Operating Rights (sublease) [ ] Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 31 North, Range 109 West, 6th P.M. Section 24: W/2SW/4 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. 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.	60.456371%	0.128250%	60.328121%	None	Of Record

FOR BLM USE ONLY -- DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

[ ] Transfer approved effective _____

By _____ _____ _____
(Authorized Officer) (Title) (Date)

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.

2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (¼) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 8th day of February, 2005 Executed this 15th day of February, 2005

Name of Transferor Shell Rocky Mountain Production Company
Please type or print

Transferor or Attorney-in-fact B.O. Eulenstein (Signature)

4582 So. Ulster Street Suite 500
(Transferor's Address)

Denver (City) CO. (State) 80237 (Zip Code)

Transferee Williams ProductionRocky Mountain Company or Attorney-in-fact (Signature)

Gerald Meeks
Attorney-in-Fact

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF Texas)
)§
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 8th day of Feb., 2005
By B. O. Eubanks, as Attorney-in-Fact of Shell Rocky Mountain Production
a Delaware limited ~~corporation~~, on behalf of the ~~corporation~~ company. LLC
Witness my hand and official seal. liability company,

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 Oklahoma
COUNTY OF Tulsa)§

The foregoing instrument was acknowledged before me this 15th day of Feb., 2005
By Gerald Meeks, as Attorney-in-fact of Williams Production Rocky Mountain Co
a Delaware corporation, on behalf of the corporation
Witness my hand and official seal.

Gayle D-Cuff
Notary Public #01001993

SEAL

My commission expires: March 4, 2005

****

125

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No.
WYW 159761
WY-09831-00

OFFER TO LEASE AND LEASE FOR OIL AND GAS

The undersigned *(reverse)* offers to lease all or any of the lands in Item 2 that are available for lease pursuant to the Mineral Leasing Act of 1920, as amended and supplemented (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands of 1947, as amended (30 U.S.C. 351-359), the Attorney General's Opinion of April 2, 1941 (40 Op. Atty. Gen. 41), or the

READ INSTRUCTIONS BEFORE COMPLETING

1. Name ASSOCIATED RESOURCES INC
Street 7318 AUGUSTA PINES DR
City, State, Zip Code SPRING, TX 77389

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

2. This application/offer/lease is for: *(Check only One)* ☒ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____

***SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.**

T. _____ R. _____ Meridian _____ State _____ County _____

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total acres applied for _____
Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 31[illegible]N R. 113[illegible]W Meridian 06th State WY County Sublette

Sec 021 N2NE,SWNE,NW,SESW,E2SE;
021 SWSE;
022 E2,SENW,SW;
028 NE;

310191

RECORDED March 29 2005 1:15 PM
IN BOOK 129 D-9 PAGE 235
FEES $ 14.00 _____ CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By D. Freeman

Total acres in lease 1,120.000
Rental retained $ 1,680.00

This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas *(except helium)* in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☒ Competitive lease (ten years)

☐ Other _____

THE UNITED STATES OF AMERICA

by Pamela J. Lewis
(Signing Officer)

Chief, Fluid Minerals Adjudication (Title)

JUL 29 2004 (Date)

EFFECTIVE DATE OF LEASE AUG 01 2004

[redacted] [redacted] [redacted]

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments. 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Duly executed this 10th day of August, 2004.

(Signature of Lessee or Attorney-in-fact)

Kestrel C. McGraw - Vice President

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease, $1.50 for the first 5 years, thereafter $2.00;
(b) Competitive lease, $1.50; for the first 5 years; thereafter $2.00;
(c) Other, see attachment; or
as specified in regulations at the time this lease is issued

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are.

(a) Noncompetitive lease, 12½%;
(b) Competitive lease, 12½%;
(c) Other, see attachment; or
as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as required under regulations

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall, pay when due all taxes legally assessed and levied under laws of the State or the United States, accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities

Sec. 11. Transfer of lease interests and relinquishment of lease. As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties

Sec. 12. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default—If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto

ATTACHED TO AND MADE A PART OF THAT
CERTAIN OIL AND GAS LEASE, SERIAL NUMBER WYW-159761

Effective August 1, 2004

STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me on this 10th day of August, 2004, by Lester C. McCormick as Vice President of Associated Resources Inc. for and on behalf of Associated Resources Inc.

Witness my hand and official seal.

My commission expires:

NANCY J. ELLIS
Notary Public, State of Texas
My Commission Expires
April 05, 2008

Nancy J. Ellis
Notary Public

[redacted] [redacted] [redacted]

WYW159761

MULTIPLE MINERAL DEVELOPMENT STIPULATION

Operations will not be approved which, in the opinion of the authorized officer, would unreasonably interfere with the orderly development and/or production from a valid existing mineral lease issued prior to this one for the same lands.

THIS STIPULATION APPLIES TO ALL PARCELS

LEASE NOTICE NO. 1

Under Regulation 43 CFR 3101.1-2 and terms of the lease (BLM Form 3100-11), the authorized officer may require reasonable measures to minimize adverse impacts to other resource values, land uses, and users not addressed in lease stipulations at the time operations are proposed. Such reasonable measures may include, but are not limited to, modification of siting or design of facilities, timing of operations, and specification of interim and final reclamation measures, which may require relocating proposed operations up to 200 meters, but not off the leasehold, and prohibiting surface disturbance activities for up to 60 days.

The lands within this lease may include areas not specifically addressed by lease stipulations that may contain special values, may be needed for special purposes, or may require special attention to prevent damage to surface and/or other resources. Possible special areas are identified below. Any surface use or occupancy within such special areas will be strictly controlled or, if absolutely necessary, prohibited. Appropriate modifications to imposed restrictions will be made for the maintenance and operation of producing wells.

1. Slopes in excess of 25 percent.

2. Within 500 feet of surface water and/or riparian areas.

3. Construction with frozen material or during periods when the soil material is saturated or when watershed damage is likely to occur.

4. Within 500 feet of Interstate highways and 200 feet of other existing rights-of-way (i.e., U.S. and State highways, roads, railroads, pipelines, powerlines).

5. Within 1/4 mile of occupied dwellings.

6. Material sites.

GUIDANCE:

The intent of this notice is to inform interested parties (potential lessees, permittees, operators) that when one or more of the above conditions exist, surface disturbing activities will be prohibited unless or until the permittee or the designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water).

The referenced oil and gas leases on these lands are hereby made subject to the stipulation that the exploration or drilling activities will not interfere materially with the use of the area as a materials site/free use permit. At the time operations on the above lands are commenced, notification will be made to the appropriate agency. The name of the appropriate agency may be obtained from the proper BLM Field Office.

THIS NOTICE APPLIES TO ALL PARCELS

[redacted] [redacted] [redacted]

WYW159761

LEASE NOTICE NO. 2

BACKGROUND:

The Bureau of Land Management (BLM), by including National Historic Trails within its National Landscape Conservation System, has recognized these trails as national treasures. Our responsibility is to review our strategy for management, protection, and preservation of these trails. The National Historic Trails in Wyoming, which include the Oregon, California, Mormon Pioneer, and Pony Express Trails, as well as the Nez Perce Trail, were designated by Congress through the National Trails System Act (P.L. 90-543; 16 U.S.C. 1241-1251) as amended through P.L. 106-509 dated November 13, 2000. Protection of the National Historic Trails is normally considered under the National Historic Preservation Act (P.L. 89-665; 16 U.S.C. 470 et seq.) as amended through 1992 and the National Trails System Act. Additionally, Executive Order 13195, "Trails for America in the 21st Century," signed January 18, 2001, states in Section 1: "Federal agencies will...protect, connect, promote, and assist trails of all types throughout the United States. This will be accomplished by: (b) Protecting the trail corridors associated with national scenic trails and the high priority potential sites and segments of national historic trails to the degrees necessary to ensure that the values for which each trail was established remain intact." Therefore, the BLM will be considering all impacts and intrusions to the National Historic Trails, their associated historic landscapes, and all associated features, such as trail traces, grave sites, historic encampments, inscriptions, natural features frequently commented on by emigrants in journals, letters and diaries, or any other feature contributing to the historic significance of the trails. Additional National Historic Trails will likely be designated amending the National Trails System Act. When these amendments occur, this notice will apply to those newly designated National Historic Trails as well.

STRATEGY:

The BLM will proceed in this objective by conducting a viewshed analysis on either side of the designated centerline of the National Historic Trails in Wyoming, except, at this time, for the Nez Perce Trail, for the purpose of identifying and evaluating potential impacts to the trails, their associated historic landscapes, and their associated historic features. Subject to the viewshed analysis and archaeological inventory, reasonable mitigation measures may be applied. These may include, but are not limited to, modification of siting or design of facilities to camouflage or otherwise hide the proposed operations within the viewshed. Additionally, specification of interim and final reclamation measures may require relocating the proposed operations within the leasehold. Surface disturbing activities will be analyzed in accordance with the National Environmental Policy Act of 1969 (P.L. 91-190; 42 U.S.C. 4321-4347) as amended through P.L. 94-52, July 3, 1975 and P.L. 94-83, August 9, 1975, and the National Historic Preservation Act, supra, to determine if any design, siting, timing, or reclamation requirements are necessary. This strategy is necessary until the BLM determines that, based on the results of the completed viewshed analysis and archaeological inventory, the existing land use plans (Resource Management Plans) have to be amended.

The use of this lease notice is a predecisional action, necessary until final decisions regarding surface disturbing restrictions are made. Final decisions regarding surface disturbing restrictions will take place with full public disclosure and public involvement over the next several years if BLM determines that it is necessary to amend existing land use plans.

GUIDANCE:

The intent of this notice is to inform interested parties (potential lessees, permittees, operators) that when any oil and gas lease contains remnants of National Historic Trails, or is located within the viewshed of a National Historic Trails' designated centerline, surface disturbing activities will require the lessee, permittee, operator or, their designated representative, and the surface management agency (SMA) to arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

THIS NOTICE APPLIES TO ALL PARCELS

WYW159761

THIS STIPULATION APPLIES TO ALL PARCELS

The U.S. Fish and Wildlife Service (FWS) has proposed for listing under the Endangered Species Act (ESA) of 1973, the mountain plover (*Charadrius montanus*) as a threatened species. A listing package has been sent to the Director of FWS in Washington, D.C. for review/approval. The listing is very likely in the near future. Mountain plovers migrate to Wyoming to nest each year and are confirmed to nest in every county. Even though they arrive in early April and complete their nesting by the middle of July, alteration of habitat throughout the rest of the year can have a detrimental effect on these birds as they generally return to the same location to nest each year. The exploration and development of oil and gas leases may have a detrimental effect on mountain plovers and their habitat. Some of the land encompassed in the lease parcels described in the December 2, 2003, *Notice of Competitive Oil and Gas Lease Sale* contain habitat for the mountain plover and have been designated as such. Most of the parcels have not been specifically inventoried for the presence or absence of mountain plovers, so reliable information is not available at this time. This information notice is to alert potential purchasers that **all** of the parcels in this sale are subject to the ESA and may contain habitat for mountain plovers (even if not specifically denoted herein). Inventories will be required when potential mountain plover habitat exists within a lease parcel. If the birds are then found to be present, then additional protective measures most likely will be added to allow for any disturbing activities. If a lease parcel contains no mountain plover habitat or if the birds are not present, then the lease parcel may be developed without restrictions for mountain plovers. If at a later date mountain plovers occupy previously unoccupied habitat within a lease parcel, then additional protective measures will most likely be added. Please see section 6 of the Lease Terms for additional information regarding threatened or endangered species.

[redacted] [redacted] [redacted]

WYW159761

Special Lease Notice

Special Lease Notice: This parcel contains areas of Visual Resource Management Class III. Post-lease development activities may be subject to visual resource mitigation to meet the objectives established for VRM Class III in the Pinedale RMP. Mitigation may include, but is not limited to, screening facilities by terrain or other natural features, using low-profile production facilities, centralizing production facilities, and/or directional drilling.

WYW159761

NO SURFACE OCCUPANCY STIPULATION - NSO

No surface occupancy or use is allowed on the lands described below (legal subdivision or other description).

(1) Sec. 021 N2NE,SWNE,SESW,SWSE, Sec. 022 NWNE,SENW;

For the purpose of:

(2) protecting HUD zone A (100 year) flood hazard areas on perennial watercourses.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of the stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

[redacted] [redacted] [redacted]

WYW159761

TIMING LIMITATION STIPULATIONS - TLS

No surface use is allowed during the following time period(s). This stipulation does not apply to operations and maintenance of production facilities.

(1) Apr 1 through Jul 31;

On the lands described below:

(2) as mapped on the Pinedale Field Office GIS database;

For the purpose of (reasons):

(3) protecting Sage Grouse nesting habitat.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of the stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

WYW159761

TIMING LIMITATION STIPULATIONS - TLS

No surface use is allowed during the following time period(s). This stipulation does not apply to operations and maintenance of production facilities.

(1) Nov 15 to Apr 30;

On the lands described below:

(2) as mapped on the Pinedale Field Office GIS database;

For the purpose of (reasons):

(3) protecting big game crucial winter range.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of the stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

[redacted] [redacted] [redacted]

CONTROLLED SURFACE USE STIPULATION - CSU

Surface occupancy or use is subject to the following special operating constraints.

(1) The lease area may now or hereafter contain plants, animals, or their habitats determined to be threatened, endangered, or other special status species. BLM may recommend modifications to exploration and development proposals to further its conservation and management objective to avoid BLM-approved activity that will contribute to a need to list such a species or their habitat. BLM may require modifications to or disapprove proposed activity that is likely to result in jeopardy to the continued existence of a proposed or listed threatened or endangered species or result in the destruction or adverse modification of a designated or proposed critical habitat. BLM will not approve any ground-disturbing activity that may affect any such species or critical habitat until it completes its obligations under applicable requirements of the Endangered Species Act as amended, 16 U.S.C. § 1531 et seq., including completion of any required procedure for conference or consultation;

On the lands described below:

(2) entire lease;

For the purpose of:

(3) protecting Coccyzus americanus (Yellow-billed cuckoo).

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of the stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

WYW159761

CONTROLLED SURFACE USE STIPULATION - CSU

Surface occupancy or use is subject to the following special operating constraints.

(1) Surface occupancy or use from Feb 1 through Jul 31 within a radius of up to 1 mile of occupied or active raptor nest sites will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impact;

On the lands described below:

(2) as mapped on the Pinedale RMP Oil & Gas Lease Stipulation Overlay #2, or as determined by a pre-disturbance raptor survey;

For the purpose of:

(3) protecting raptor nesting habitat.

WYW159761

ATTACHMENT TO EACH LEASE

NOTICE TO LESSEE

Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201 (a)(2)(A), requires that any entity that holds and has held a Federal coal lease for 10 years beginning on or after August 4, 1976, and who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.

In accordance with the terms of this oil and gas lease, with respect to compliance by the initial lessee with qualifications concerning Federal coal lease holdings, all assignees and transferees are hereby notified that this oil and gas lease is subject to cancellation if: (1) the initial lessee as assignor or as transferor has falsely certified compliance with Section 2(a)(2)(A), or (2) because of a denial or disapproval by a State Office of a pending coal action, i.e., arms-length assignment, relinquishment, or logical mining unit, the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A). The assignee, sublessee or transferee does not qualify as a bona fide purchaser and, thus, has no rights to bona fide purchaser protection in the event of cancellation of this lease due to noncompliance with Section 2(a)(2)(A).

Information regarding assignor, sublessor or transferor compliance with Section 2(a)(2)(A) is contained in the lease case file as well as in other Bureau of Land Management records available through the State Office issuing this lease.