[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY

THE UNDERSIGNED, O. L. RICKARD, 12935 NORTH PINEY LAKE ROAD, PARKER, COLORADO 80138, WHETHER ONE OR MORE , COLLECTIVELY DESIGNATED HEREIN AS ASSIGNOR, FOR VALUE RECEIVED, DOES HEREBY ASSIGN, TRANSFER , CONVEY, AND SET OVER UNTO:

OWEN L. RICKARD AND JANICE M. RICKARD AS JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP, 12935 NORTH PINEY LAKE ROAD, PARKER, COLORADO 80138 , ASSIGNEE'S , ALL OF ASSIGNOR'S RIGHT, TITLE, AND INTEREST IN ALL OF THE OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES PRODUCED, SAVED AND MARKETED FROM THE LANDS HEREINAFTER DESCRIBED UNDER THE TERMS OF THE OIL AND GAS LEASES, HEREINAFTER SPECIFIED AS SET FORTH IN DETAIL ON THE EXHIBIT WHICH IS MARKED EXHIBIT "A" AND ATTACHED HERETO.

THOSE CERTAIN OIL AND GAS LEASES DESCRIBED ON EXHIBIT "A" RUN TO THE ABOVE NAMED ASSIGNEE'S INDIVIDUALLY AND TO THE HEIRS, SUCCESSORS AND ASSIGNS OF THE ASSIGNEE'S.

EFFECTIVE JUNE 1, 2005
SUBLETTE COUNTY, WYOMING

THE INTERESTS HEREBY CONVEYED ARE FREE OF ALL COST AND EXPENSE EXCEPT SERVERANCE AND PRODUCTION TAXES, INCLUDING WINDFALL PROFIT TAXES, AND OTHER TAXES LEVIED AND ASSESSED UPON THE OVERRIDING ROYALTY SHARE OF PRODUCTION HEREBY ASSIGNED, AND SHALL BE ACCOUNTED FOR AND PAID FOR ON A MONTHLY BASIS. IF THE ASSIGNEE DOES NOT ELECT TO TAKE IN KIND HIS PROPORTIONATE SHARE OF THE OIL OR GAS AFFECTED BY THIS ASSIGNMENT THEN THE ASSIGNOR OR ANY OTHER OPERATOR OF SAID LEASE SHALL SELL SUCH ROYALTY OIL AND/OR GAS AT A PROCE NOT LESS THAN THE BEST AVAILABLE COMPETITIVE PRICE FOR SAME AND CAUSE THE PURCHASER THEREOF TO MAKE DIRECT PAYMENT TO ASSIGNEE

THIS OVERRIDING ROYALLTY CONVEYED BY ASSIGNOR AND ACCEPTED BY THE ASSIGNEE'S SUBJECT TO THE TERMS OF THE OIL AND GAS LEASES, OPERATING AGREEMENTS, COMMUNITIZATION AGREEMENTS , POOLING AGREEMENTS, AND ALL OTHER CONTRACTS BINDING UPON SAID LEASES. THESE ASSIGNMENTYS SHALL COVER ALL LEASES ISSUED AS EXTENSIONS, OR RENEWALS OF THE ATTACHED REFERENCED LEASES, AND LEASES ISSUED AS A SUBSTITUE FOR SAME.

IN WITNESS WHEREOF, THIS DOCUMENT IS EXECUTED THIS 19th DAY OF March ,2005.

O. L. Rickard
O. L. RICKARD

STATE OF COLORADO)
)
COUNTY OF DENVER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY O. L. RICKARD
THIS 19th, DAY OF March, 2005

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES:

6-13-2006

DEBRA A. PELUSO NOTARY PUBLIC COLORADO

Debra A. Peluso
NOTARY PUBLIC

310206

RECORDED March 28 2015 4:15 PM
IN BOOK 130 Rec'd PAGE 1
FEES $ 11.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By L. Freeman

EXHIBIT "A"

66-15523 T. 27 N., R. 112 W.
10/2/1966 SEC. 36: ALL
SUBLETTE CO. CONTAINING 640.00 ACRES

W-36439 T. 32 N., R. 114 W.
10/1/1972 SEC. 9: LOTS 1,2,3,4, S1/2N1/2, S1/2
SUBLETTE CO. SEC. 21: E1/2
SEC. 22: ALL
SEC. 23: W1/2
SEC. 26: NW1/4
CONTAINING 1973.64 ACRES

310212

Downs #43-21

March 29 05 8:15 A.
IN BOOK 120 Pg 3 PAGE 3
FEB 8 17 05 COUNTY CLERK
SUBLETTE CO., WYOMING

SURFACE USE AND ACCESS AGREEMENT

THIS AGREEMENT made and entered into this 12 day of Jan 2005 by and between Jay B. Downs and Rebecca S. Downs, individually and as Trustees of the Jay B. Downs Living Trust, dated March 5, 1998 and Rebecca S. Downs and Jay B. Downs as Trustees under the Rebecca S. Downs Living Trust dated March 5, 1998, (hereinafter referred to as "Grantor"), whose address is 398 Middle Piney Road (P.O. Box 516), Big Piney, Wyoming 83113; and Berco Resources, LLC (hereinafter referred to as "Grantee") whose address is 1200 17th Street, Suite 600, Denver, Colorado 80202.

WHEREAS, Grantor is the owner of the surface of the following land:

Township 30 North, Range 112 West
Section 21: NE¼SE¼
Sublette County, Wyoming

WHEREAS, Grantee desires to use a portion of said surface to access, drill, test, complete and produce the proposed Downs #43-21 well located on the lands specified above at an approximate surface location as depicted upon Exhibit "A" attached hereto.

NOW, THERFORE, Grantor, for and in consideration of the promises made herein and Ten and more dollars ($10.00), the receipt of which is hereby acknowledged, hereby grants the Grantee the exclusive right to use the surface of a portion of the above described lands with the right of passage by Grantee, its agents, employees, licensees and permitees for the purpose of moving in and out drilling and production equipment, crews, materials and all equipment necessary or convenient for drilling, testing, completing, and producing said Downs #43-21 well and for the continuous operation of said Downs #43-21 well.

Upon commencement of operations to prepare the drill site, Grantee shall pay to Grantor the sum of $3,000.00, which payment shall be made by Grantee by check mailed to Grantor at P.O. Box 516, Big Piney, Wyoming 83113. Grantee shall have no right to commence the preparation of the drill site prior to mailing such payment, but shall have the right to enter upon said premises for purposes of inspection and survey. Nothing herein contained shall obligate Grantee to construct the drill site.

In the event that the well is completed as a producing oil and/or gas well, then Grantee shall pay to Grantor $500.00 per year as a rental for the continued use of the site. Such rental payment shall be payable on the first anniversary date of the execution of this agreement, and shall be paid by check mailed to Grantor at the aforementioned address.

The consideration set forth above shall constitute full and final settlement for the execution of this instrument, for use of the land necessary for the drilling, testing, completing and producing the Downs #43-21 (the well site not to exceed two and one half acres in size) and, for the value of all crops, timber, vegetation, fences or other improvements located on the well site location for the Downs #43-21 well.

In the event the Downs #43-21 well is completed as a producing well, Grantee agrees to the following:

1. Maintain access road and provide adequate drainage for the same.

2. Reshape and re-seed the location in excess of the pumping and producing facilities.

3. Install cattleguards and/or gates where required.

Upon the plugging and abandonment of the Downs #43-21 well, Grantee agrees to the following:

1. Reshape and re-seed the location conforming to existing topography.

2. Access road will be rehabilitated and re-seeded.

3. All plugging and abandonment activities will be performed in compliance with applicable State laws.

This instrument embodies the entire agreement between Grantor and Grantee with respect to the subject hereof, including the consideration paid or to be paid in connection therewith. The rights hereby granted and all of the terms and conditions hereof shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors and assigns of the parties hereto; and the rights herein granted shall be assignable together or separately and in whole or in part.

IN WITNESS WHEREOF, this instrument is duly signed and sealed this 12th day of January, 2005.

Grantor(s):

Jay B. Downs individually and as Trustee under the Rebecca S. Downs Living Trust dated March 5, 1998

Rebecca S. Downs individually and as Trustee under the Rebecca S. Downs Living Trust dated March 5, 1998

Jay B. Downs individually and as Trustee of the Jay B. Downs Living Trust, dated March 5, 1998

Rebecca S. Downs individually and as Trustee of the Jay B. Downs Living Trust, dated March 5, 1998

Grantee: BERCO RESOURCES, LLC

By: _____
Timothy R. Morris, Vice President

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

On this 12th day of January, 2005 before me, a Notary Public, personally appeared Jay B. Downs and Rebecca S. Downs, individually and as Trustees of the Jay B. Downs Living Trust, dated March 5, 1998, and Rebecca S. Downs and Jay B. Downs, as Trustees of the Rebecca S. Downs Living Trust, dated March 5, 1998, known to me to be the person(s) whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Nov. 08, 2007
My Commission Expires

Notary Public

Amber Hammer
County of Sublette
Notary Public
State of Wyoming
My Commission Expires Nov. 08, 2007

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Timothy R. MORRIS, to me known to be the identical persons who subscribed the name of BERCO RESOURCES, LLC, the make thereof, to the foregoing instrument as its Vice President, and acknowledged to me that he executed the same as his free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

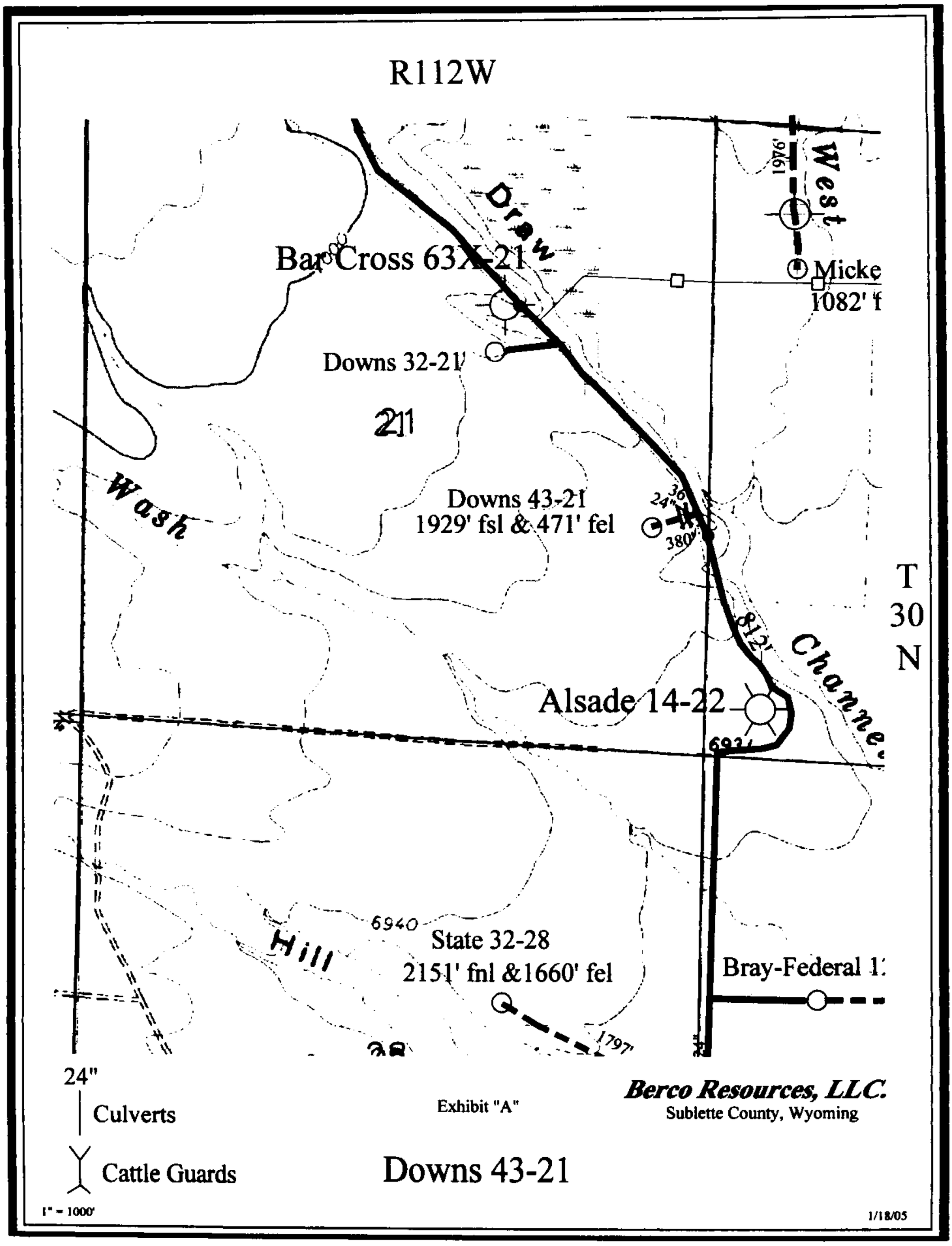
Given under my hand and seal of office this 12th day of January 2005

July 13, 2006
My Commission Expires

Kelly D. Byrd
Notary Public

KELLY D. BYRD NOTARY PUBLIC STATE OF COLORADO

5


R112W
Bar Cross 63X-21
Downs 32-21
21
Downs 43-21
1929' fsl & 471' fel
Alsade 14-22
State 32-28
2151' fnl &1660' fel
Micke
1082' f
Bray-Federal 1
Wash
Hill
Channe
West
6940
812'
692'
1797'
1976'
T
30
N
24"
Culverts
Cattle Guards
1" = 1000'
Exhibit "A"
Berco Resources, LLC.
Sublette County, Wyoming
Downs 43-21
1/18/05

310213

Downs #43-21

March 9 '05 8:15 A
IN BOOK 130 0x9 PAGE 7
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY CLERK, PINEDALE, WYOMING

ACCESS ROAD EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Jay B. Downs and Rebecca S. Downs, individually and as Trustees of the Jay B. Downs Living Trust, dated March 5, 1998 and Rebecca S. Downs and Jay B. Downs as Trustees under the Rebecca S. Downs Living Trust dated March 5, 1998 of 398 Middle Piney Road (P.O. Box 516), Big Piney, Wyoming 83113 (hereinafter referred to as "Grantor"), whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by Berco Resources, LLC, 1200 17th Street, Suite 600, Denver, Colorado 80202, hereinafter referred to as "Grantee", the receipt whereof is hereby acknowledged, does hereby grant and convey unto Grantee, its successors and assigns, an access road easement not to exceed 30 feet in width, including, but not limited to, the right, from time to time, to construct, reconstruct, operate, maintain and repair an access road along, over, through, upon and across Grantors' land situated in the County of Sublette, State of Wyoming, described as follows:

Township 30 North, Range 112 West
Section 21: NE¼SE¼
Sublette County, Wyoming

along a route, or a portion of a route, depicted on Exhibit "A" attached hereto together with the rights of ingress and egress along said easement, for the purposes of conducting Grantee's oil and gas operations on or offsetting Grantor's land as described above.

To have and to hold said easement, rights and right of way, unto the said Grantee, its successors and assigns, for 20 years, or sooner, if Grantee determines that said access road easement is no longer necessary to conduct its oil and gas operations. Grantee agrees to properly maintain said access road, provide for adequate drainage and install cattleguards and/or gates where required. Grantee shall consult with Grantor prior to commencing any restoration operations as provided for herein.

Grantor reserves the right to use and fully enjoy the above-described premises, except as to the rights hereinbefore granted.

Upon commencement of operations for construction of the access road to be constructed hereunder, Grantee shall pay to Grantor the sum of $15.00 per linear rod of easement proportionately reduced to the ownership interest of Grantor, which payment shall be made by Grantee by check mailed to Grantor at P.O. Box 516, Big Piney, Wyoming 83113. Grantee shall have no right to commence construction of such access road prior to mailing such payment, but shall have the right to enter upon said premises for purposes of inspection and survey. Nothing herein contained shall obligate Grantee to construct any access road hereunder.

For the mutual covenants contained herein, Grantor and Grantee do hereby agree as follows:

1. The livestock of Grantor shall have the right-of-way on said access road.
2. Grantee, at its sole cost and expense, shall maintain all culverts placed on Grantor's premises to prevent any interruption of water flow through Grantor's irrigation ditches and streams.
3. Grantee shall place cattleguards on the premises wherever said access road crosses any of Grantor's fences. Grantee shall maintain said cattleguards and keep cattleguards free of litter and debris.
4. Upon termination of Grantee's oil and gas operations, Grantee shall reclaim and reseed the lands to conform to existing topography.

The compensation provided herein to be paid by Grantee shall release and discharge Grantee, its agents and employees from all claims, losses, demands and causes of action for damage to land, loss of and damage to crops, and use of land, hereafter arising as a result of

Grantee constructing, reconstructing, operating, maintaining and repairing an access road across the above described lands. However, Grantee, its agents and employees will compensate Grantor for any "unusual" damages such as the loss of livestock, damaged culverts, or interrupting the flow of water through Grantor's irrigation ditches and streams. Grantor's livestock shall have the right-of-way at all times on the subject premises and any livestock lost, injured or killed as a result of Grantee's activities on Grantor's lands shall be paid for at market prices.

As to the rights hereby granted, all rights of dower and homestead are hereby released and waived.

This instrument embodies the entire agreement between Grantor and Grantee with respect to the subject hereof, including the consideration paid or to be paid in connection therewith. The easement and rights hereby granted and all of the terms and conditions hereof shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors and assigns of the parties hereto; and the rights and easement herein granted shall be assignable together or separately and in whole or in part.

IN WITNESS WHEREOF, this instrument is duly signed and sealed this 12th day of January, 2005

Grantor(s):

Jay B. Downs individually and as Trustee under the Rebecca S. Downs Living Trust dated March 5, 1998

Rebecca S. Downs individually and as Trustee under the Rebecca S. Downs Living Trust dated March 5, 1998

Jay B. Downs, as Trustee of the Jay B. Downs Living Trust, dated March 5, 1998

Rebecca S. Downs, as Trustee of the Jay B. Downs Living Trust, dated March 5, 1998

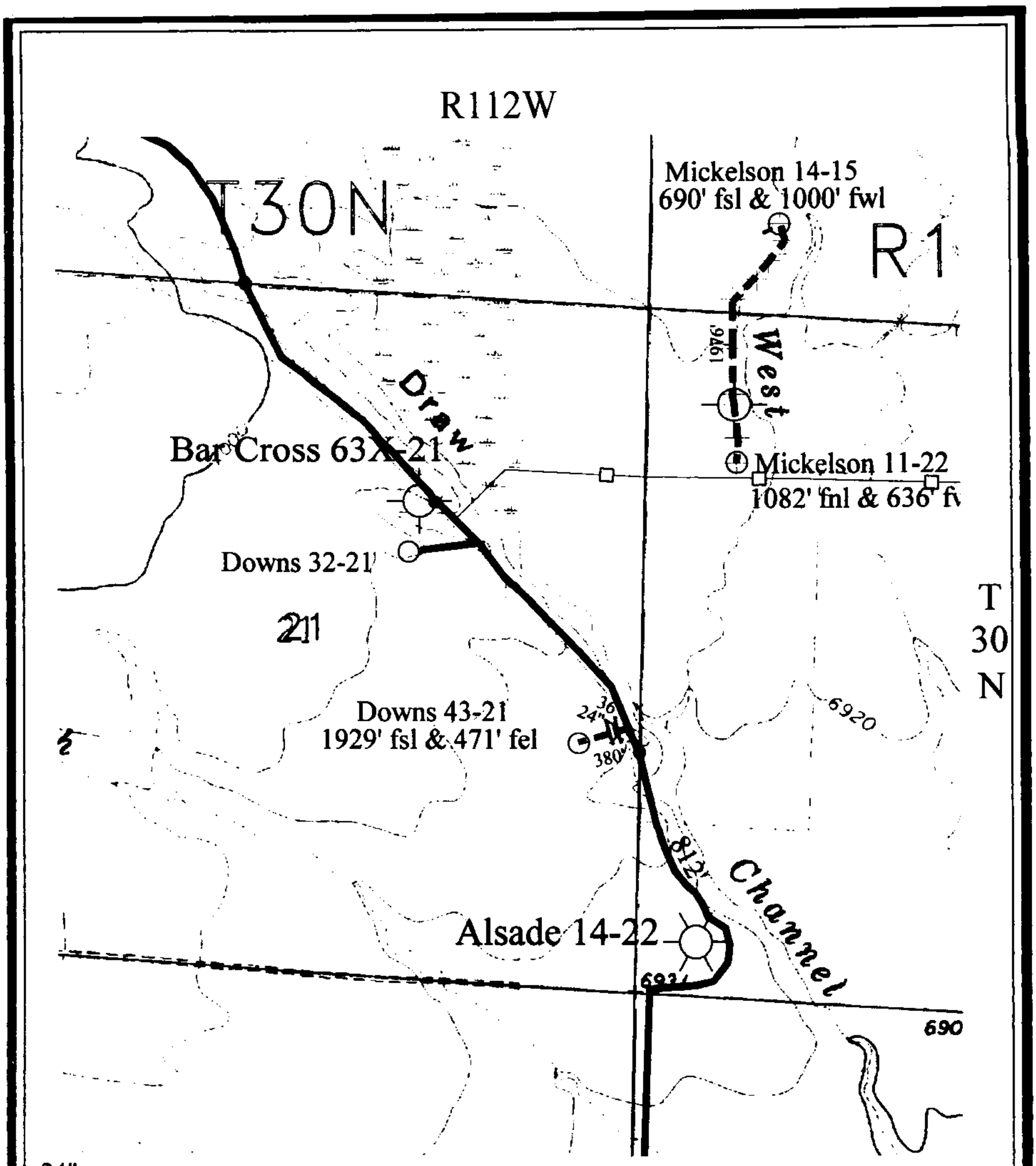
STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

On this 12th day of January, 2005 before me, a Notary Public, personally appeared Jay B. Downs and Rebecca S. Downs, individually and as Trustees of the Jay B. Downs Living Trust, dated March 5, 1998, and Rebecca S. Downs and Jay B. Downs, as Trustees of the Rebecca S. Downs Living Trust, dated March 5, 1998, known to me to be the person(s) whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Nov 08, 2007
My Commission Expires

Notary Public

Amber Hammer
County of Sublette
Notary Public
State of Wyoming
My Commission Expires Nov. 08, 2007


R112W
T30N
R1
T
30
N
Mickelson 14-15
690' fsl & 1000' fwl
1976'
West
Mickelson 11-22
1082' fnl & 636' fw
Bar Cross 63X-21
Downs 32-21
21
Downs 43-21
1929' fsl & 471' fel
24"
380'
6920
812'
Channel
Alsade 14-22
690'
690
24"
Culverts
Cattle Guards
Exhibit "A"
Berco Resources, LLC.
Sublette County, Wyoming
Downs 43-21
1" = 1000'
1/18/05

10

310214

March 29 05 8:15 A Ag 10
IN BOOK 130 Of 9 PAGE 104
FEES $ 15.00 COUNTY CLERK
SUBLETTE COUNTY WYOMING
Ley L. Freeman

SURFACE USE AND ACCESS AGREEMENT

THIS AGREEMENT made and entered into this 10th day of September, 2004, by and between Jay B. Downs and Rebecca S. Downs, as Trustees of the Jay B. Downs Living Trust, Dated March 5, 1998, and Rebecca S. Downs and Jay B. Downs, as Trustees of the Rebecca S. Downs Living Trust, dated March 5, 1998, (hereinafter referred to as "Grantor"), of PO Box 516, Big Piney, Wyoming 83113; and Berco Resources, LLC (hereinafter referred to as "Grantee") whose address is 1200 17th Street, Suite 600, Denver, Colorado 80202.

WHEREAS, Grantor is the owner of the surface of the following land:

Township 30 North, Range 112 West
Section 21: E1/2, NW1/4
Sublette County, Wyoming

WHEREAS, Grantee desires to use a portion of said surface to access, drill, test, complete and produce the proposed Downs 32-21 well located on the lands specified above at a surface location approximately 1,950 feet from the north line and 1,800 feet from the east line of said section specified above.

NOW, THERFORE, Grantor, for and in consideration of the promises made herein and Ten and more dollars $10.00, the receipt of which is hereby acknowledged, hereby grants unto the Grantee an easement upon and the exclusive right to use the surface, of a portion of the above described lands with the right of passage by Grantee, its agents, employees, licensees and permitees for the purpose of moving in and out drilling and production equipment, crews, materials and all equipment necessary or convenient for drilling, testing, completing, and producing said Downs 32-21 well and for the continuous operation of said well.

Upon commencement of operations to prepare the drill site, Grantee shall pay to Grantor the sum of $4,500.00, which payment shall be made by check mailed to Grantor at PO Box 516, Big Piney, WY 83113. Grantee shall have no right to commence the preparation of the drill site prior to mailing such payment, but shall have the right to enter upon said premises for purposes of inspection and survey. Nothing herein contained shall obligate Grantee to construct the drill site.

In the event that the well is completed as a producing oil and/or gas well, then Grantee shall pay to grantor $500.00 per year as a rental for the continued use of the site. Such rental payment shall be payable on the first anniversary date of the execution of this agreement, and shall be paid by check mailed to Grantor at the aforementioned address.

The consideration set forth above shall constitute full and final settlement for the execution of this instrument, for use of the land necessary for the drilling, testing, completing and producing the Downs 32-21 (the well site not to exceed two and one half acres in size) and, for the value of all crops, timber, vegetation, fences or other improvements located on the well site location for the Downs 32-21 well. However, Grantee, its agents and employees will compensate Grantor for any "unusual" damages such as the loss of livestock, damaged culverts, or interrupting the flow of water through Grantor's irrigation ditches and streams. Any livestock lost, injured or killed as a result of Grantee's activities on Grantor's lands shall be paid for at market prices.

In the event the Downs 32-21 well is completed as a producing well, Grantee agrees to the following:

1. Reshape and re-seed the location in excess of the pumping and producing facilities.
2. Install cattleguards and/or gates where required.
3. Fence all pits sufficiently to turn all livestock.

Upon the plugging and abandonment of the Downs 32-21 well, Grantee agrees to the following:

1. Reshape and re-seed the location to conform to existing topography.
2. Access road will be rehabilitated and re-seeded, unless Grantor indicates in writing that it wishes for the access road to remain as is for the Grantor's future use.
3. All plugging and abandonment activities will be performed in compliance with applicable State laws.

The easement and rights hereby granted and all of the terms and conditions hereof shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors and assigns of the parties hereto; and the rights and easement herein granted shall be assignable together or separately and in whole or in part.

Executed this 10 day of September 2004.

The Jay B. Downs Living Trust, dated March 5, 1998

By: Rebecca S Downs
Rebecca S. Downs, Trustee

By: Jay B Downs
Jay B. Downs, Trustee

The Rebecca S. Downs Living Trust, dated March 5, 1998

By: Rebecca S Downs
Rebecca S. Downs, Trustee

By: Jay B Downs
Jay B. Downs, Trustee

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

On this 10th day of September, 2004, before me, a Notary Public, personally appeared Jay B. Downs and Rebecca S. Downs, as Trustees of the Jay B. Downs Living Trust, dated March 5, 1998, and Rebecca S. Downs and Jay B. Downs, and as Trustees of the Rebecca S. Downs Living Trust, dated March 5, 1998, known to me to be the person(s) whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public

My Commission Expires: NOV. 08 2007

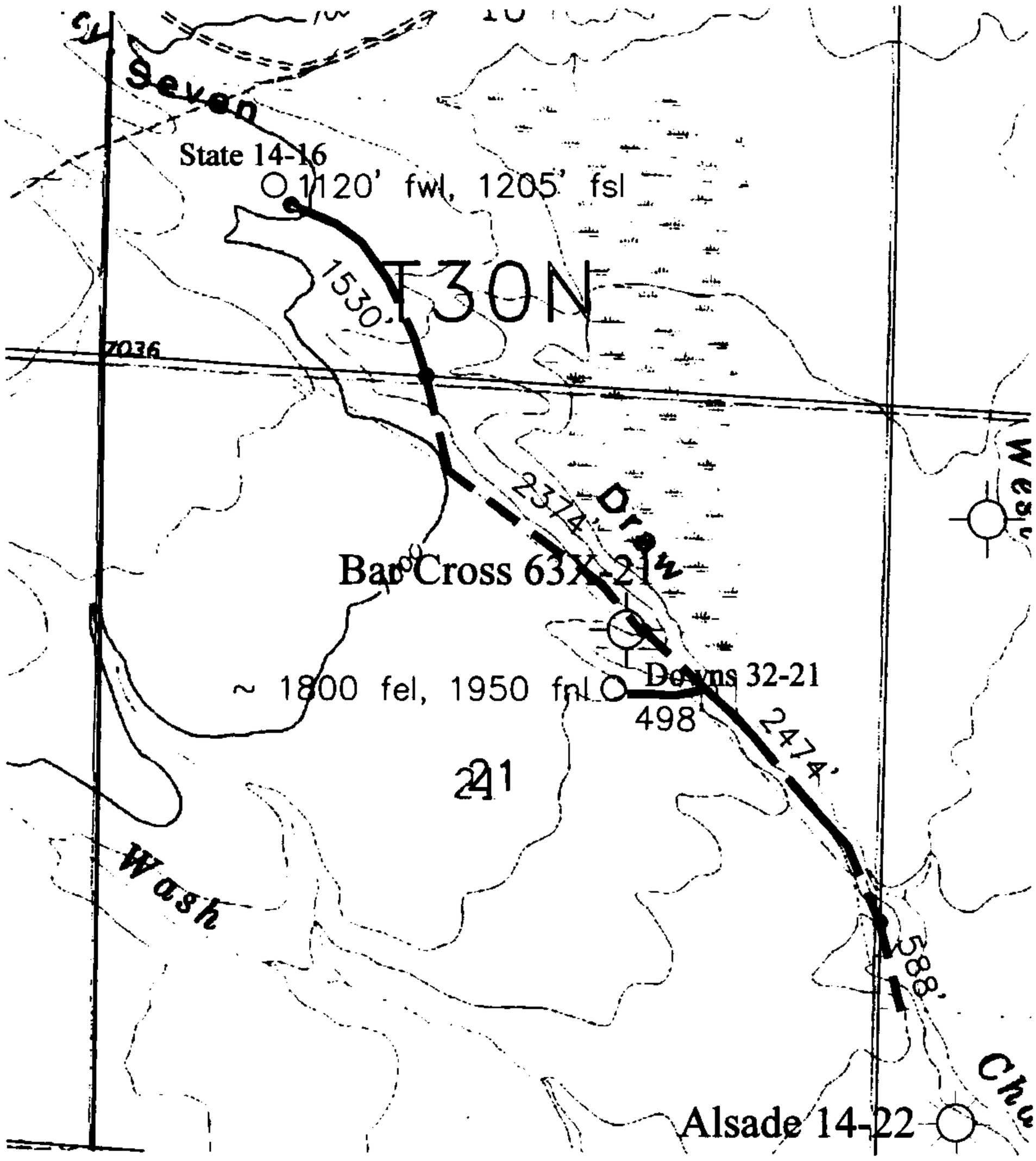
SEAL:

Amber Hammer
County of Sublette
Notary Public
State of Wyoming
My Commission Expires Nov. 08, 2007

//

Exhibit " A"

Attached to and made a part of that certain Surface Use and Access Agreement, dated September 10, 2004, between Jay B. Downs and Rebecca S. Downs, as Trustees of the Jay B. Downs Living Trust, dated 3-5-98 and Rebecca S. Downs and Jay B. Downs as Trustees under the Rebecca S. Downs Living Trust dated 3-5-98, as Grantor and Berco Resources, LLC, as Grantee.



[redacted] [redacted] [redacted]

Mar 29 '05 8:15 A
IN BOOK 130 PG 9 13
FEES $ 14.00
SUBLETTE COUNTY CLERK PINEDALE, WYOMING

310215

ACCESS ROAD EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Jay B. Downs and Rebecca S. Downs, as Trustees of the Jay B. Downs Living Trust, dated March 5, 1998, and Rebecca S. Downs and Jay B. Downs, as Trustees of the Rebecca S. Downs Living Trust, dated March 5, 1998, of PO Box 516, Big Piney, Wyoming 83113, hereinafter designated "Grantor", whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by Berco Resources, LLC, a Delaware Limited Liability Company, 1200 17th Street, Suite 600, Denver, Colorado 80202, hereinafter designated "Grantee", the receipt whereof is hereby acknowledged, does hereby grant and convey unto Grantee, its successors and assigns, an access road easement not to exceed 30 feet in width, including, but not limited to, the right, from time to time, to construct, reconstruct, operate, maintain and repair an access road along, over, through, upon and across Grantors' land situated in the County of Sublette, State of Wyoming, described as follows:

Township 30 North, Range 112 West, 6th P.M.
Section 21: E1/2, NW1/4
Section 22: NW1/4SW1/4

along a route, or a portion of a route, depicted on Exhibit "A" attached hereto together with the rights of ingress and egress along said easement, for the purposes of conducting Grantee's oil and gas operations on or offsetting Grantor's land as described above.

To have and to hold said easement, rights and right of way, unto the said Grantee, its successors and assigns, for 20 years, or sooner, if Grantee determines that said access road easement is no longer necessary to conduct its oil and gas operations. Grantee shall consult with Grantor prior to commencing any restoration operations as provided for herein.

Grantor reserves the right to use and fully enjoy the above-described premises, except as to the rights hereinbefore granted.

Upon commencement of operations for construction of the access road to be constructed hereunder, Grantee shall pay to Grantor the sum of $15.00 per linear rod of easement proportionately reduced to the ownership interest of Grantor, which payment shall be made by check mailed to Grantor at PO Box 516, Big Piney, Wyoming 83113. Grantee shall have no right to commence construction of such access road prior to mailing such payment, but shall have the right to enter upon said premises for purposes of inspection and survey. Nothing herein contained shall obligate Grantee to construct any access road hereunder.

For the mutual covenants contained herein, Grantor and Grantee do hereby agree as follows:

1. The livestock of Grantor shall have the right-of-way on said access road.
2. Grantee, at its sole cost and expense, shall maintain all culverts placed on Grantor's premises to prevent any interruption of water flow through Grantor's irrigation ditches and streams.
3. Grantee shall place cattleguards on the premises wherever said access road crosses any of Grantor's fences. Grantee shall maintain said cattleguards and keep cattleguards free of litter and debris.
4. Upon cessation of Grantee's oil and gas operations, Grantor shall re-shape and re-seed any lands disturbed by its operations to conform with the existing topography.

The compensation provided herein to be paid by Grantee shall release and discharge Grantee, its agents and employees from all claims, losses, demands and causes of action for damage to land, loss of and damage to crops, and use of land, hereafter arising as a result of Grantee constructing, reconstructing, operating, maintaining and repairing an access road across the above described lands. However, Grantee, its agents and employees will compensate Grantor for any "unusual" damages such as the loss of livestock, damaged

culverts, or interrupting the flow of water through Grantor's irrigation ditches and streams. Grantor's livestock shall have the right-of-way at all times on the subject premises and any livestock lost, injured or killed as a result of Grantee's activities on Grantor's lands shall be paid for at market prices.

As to the rights hereby granted, all rights of dower and homestead are hereby released and waived.

This instrument embodies the entire agreement between Grantor and Grantee with respect to the subject hereof, including the consideration paid or to be paid in connection therewith. The easement and rights hereby granted and all of the terms and conditions hereof shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors and assigns of the parties hereto; and the rights and easement herein granted shall be assignable together or separately and in whole or in part.

IN WITNESS WHEREOF, this instrument is duly signed and sealed this 10 day of September, 2004.

The Jay B. Downs Living Trust, dated March 5, 1998

By: Rebecca S Downs
Rebecca S. Downs, Trustee

By: Jay B Downs
Jay B. Downs, Trustee

The Rebecca S. Downs Living Trust, dated March 5, 1998

By: Rebecca S Downs
Rebecca S. Downs, Trustee

By: Jay B Downs
Jay B. Downs, Trustee

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

On this 10th day of September, 2004, before me, a Notary Public, personally appeared Jay B. Downs and Rebecca S. Downs, as Trustees of the Jay B. Downs Living Trust, dated March 5, 1998, and Rebecca S. Downs and Jay B. Downs, as Trustees of the Rebecca S. Downs Living Trust, dated March 5, 1998, known to me to be the person(s) whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public

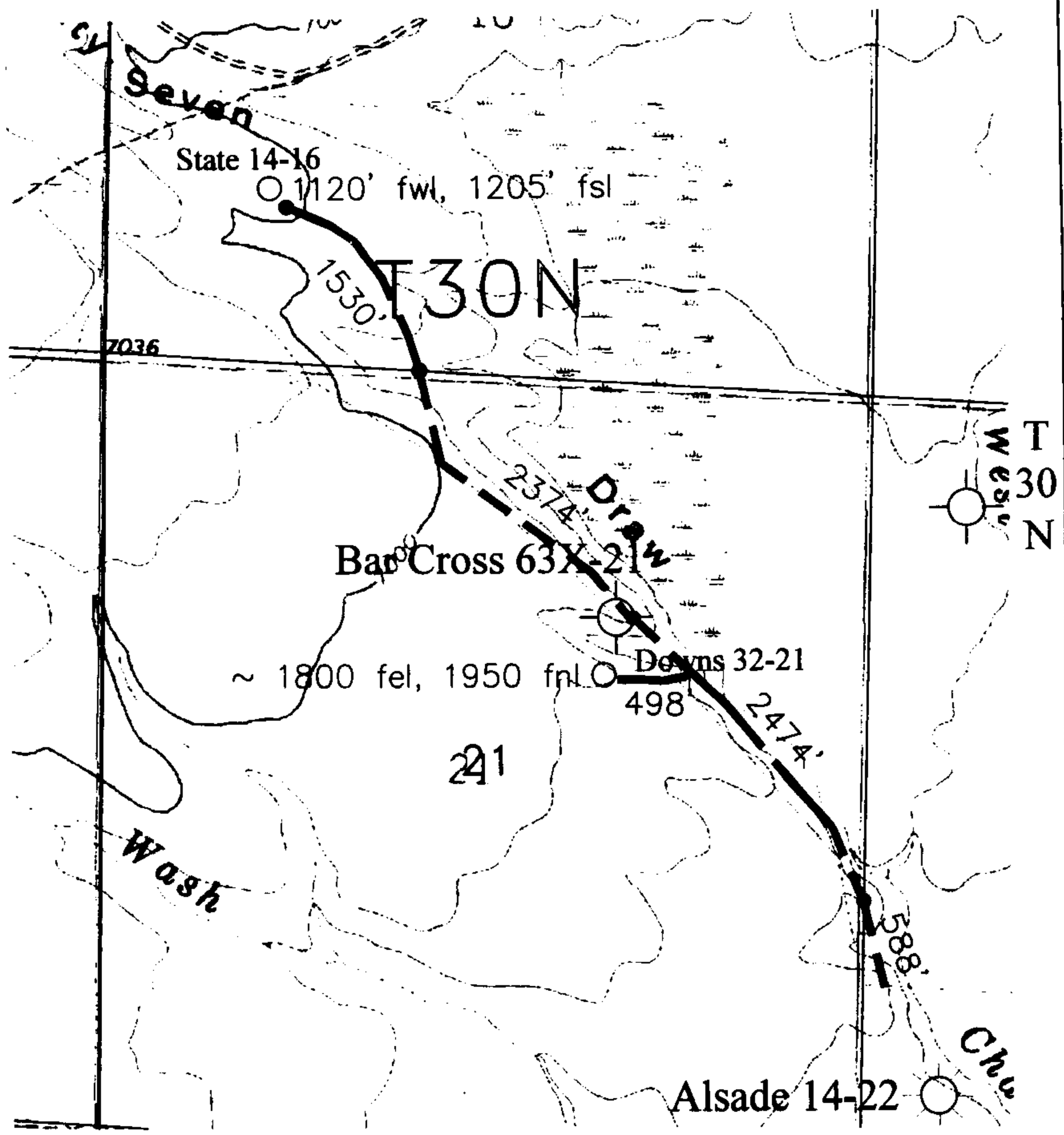
My Commission Expires: NOV. 08 2007

SEAL:

Amber Hammer
County of Sublette
Notary Public
State of
Wyoming
My Commission Expires Nov. 08, 2007

Exhibit " A"

Attached to and made a part of that certain Access Road Easement, dated September 10, 2004, between Jay B. Downs and Rebecca S. Downs, as Trustees of the Jay B. Downs Living Trust, dated 3-5-98 and Rebecca S. Downs and Jay B. Downs as Trustees under the Rebecca S. Downs Living Trust dated 3-5-98, as Grantor and Berco Resources, LLC, as Grantee.



Berco Resources, LLC.
Sixty Seven Draw
Sublette County, Wyoming
9/22/04

March 29 05 8:15 A
IN BOOK 130 819 PAGE 16
FEES $ 14.00
SUBLETTE COUNTY CLERK PINEDALE, WYOMING
Lily L. Freeman

310216

ACCESS ROAD EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Gordon W. Bray, Sr., and Beth A. Bray, Trustees of the Gordon W. Bray, Sr. Living Trust, dated February 26, 2003, and any amendments thereto, and Beth A. Bray and Gordon W. Bray, Sr., Trustees of the Beth A. Bray Living Trust, dated February 26, 2003, and any amendments thereto, of PO Box 564, Big Piney, Wyoming 83113, hereinafter designated "Grantor", whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by Berco Resources, LLC, a Delaware Limited Liability Company, 1200 17th Street, Suite 600, Denver, Colorado 80202, hereinafter designated "Grantee", the receipt whereof is hereby acknowledged, does hereby grant and convey unto Grantee, its successors and assigns, an access road easement not to exceed 30 feet in width, including, but not limited to, the right, from time to time, to construct, reconstruct, operate, maintain and repair an access road along, over, through, upon and across Grantors' land situated in the County of Sublette, State of Wyoming, described as follows:

Township 30 North, Range 112 West, 6th P.M.
Section 27: NW1/4

along a route, or a portion of a route, depicted on Exhibit "A" attached hereto together with the rights of ingress and egress along said easement, for the purposes of conducting Grantee's oil and gas operations on or offsetting Grantor's land as described above.

To have and to hold said easement, rights and right of way, unto the said Grantee, its successors and assigns, for 20 years, or sooner, if Grantee determines that said access road easement is no longer necessary to conduct its oil and gas operations. Grantee agrees to properly maintain said access road, provide for adequate drainage and install cattleguards and/or gates where required. Grantee shall consult with Grantor prior to commencing any restoration operations as provided for herein.

Grantor reserves the right to use and fully enjoy the above-described premises, except as to the rights hereinbefore granted.

Upon commencement of operations for construction of the access road to be constructed hereunder, Grantee shall pay to Grantor the sum of $15.00 per linear rod of easement proportionately reduced to the ownership interest of Grantor, which payment shall be made by Grantee by check mailed to Grantor at PO Box 564, Big Piney, Wyoming 83113. Grantee shall have no right to commence construction of such access road prior to mailing such payment, but shall have the right to enter upon said premises for purposes of inspection and survey. Nothing herein contained shall obligate Grantee to construct any access road hereunder.

For the mutual covenants contained herein, Grantor and Grantee do hereby agree as follows:

1. The livestock of Grantor shall have the right-of-way on said access road.
2. Grantee, at its sole cost and expense, shall maintain all culverts placed on Grantor's premises to prevent any interruption of water flow through Grantor's irrigation ditches and streams.
3. Grantee shall place cattleguards on the premises wherever said access road crosses any of Grantor's fences. Grantee shall maintain said cattleguards and keep cattleguards free of litter and debris.
4. Upon termination of Grantee's oil and gas operations, Grantee shall reclaim and reseed the lands to conform to existing topography.

The compensation provided herein to be paid by Grantee shall release and discharge Grantee, its agents and employees from all claims, losses, demands and causes of action for damage to land, loss of and damage to crops, and use of land, hereafter arising as a result of Grantee constructing, reconstructing, operating, maintaining and repairing an access road across the above described lands. However, Grantee, its agents

and employees will compensate Grantor for any "unusual" damages such as the loss of livestock, damaged culverts, or interrupting the flow of water through Grantor's irrigation ditches and streams. Grantor's livestock shall have the right-of-way at all times on the subject premises and any livestock lost, injured or killed as a result of Grantee's activities on Grantor's lands shall be paid for at market prices.

As to the rights hereby granted, all rights of dower and homestead are hereby released and waived.

This instrument embodies the entire agreement between Grantor and Grantee with respect to the subject hereof, including the consideration paid or to be paid in connection therewith. The easement and rights hereby granted and all of the terms and conditions hereof shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors and assigns of the parties hereto; and the rights and easement herein granted shall be assignable together or separately and in whole or in part.

IN WITNESS WHEREOF, this instrument is duly signed and sealed this 12th day of August, 2004.

Gordon W. Bray, Sr. Living Trust, dated February 26, 2003

By: Beth A. Bray
Beth A. Bray, Trustee

By: Gordon W. Bray
Gordon W. Bray, Sr., Trustee

Beth A. Bray Living Trust, dated February 26, 2003

By: Beth A. Bray
Beth A. Bray, Trustee

By: Gordon W. Bray
Gordon W. Bray, Sr., Trustee

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

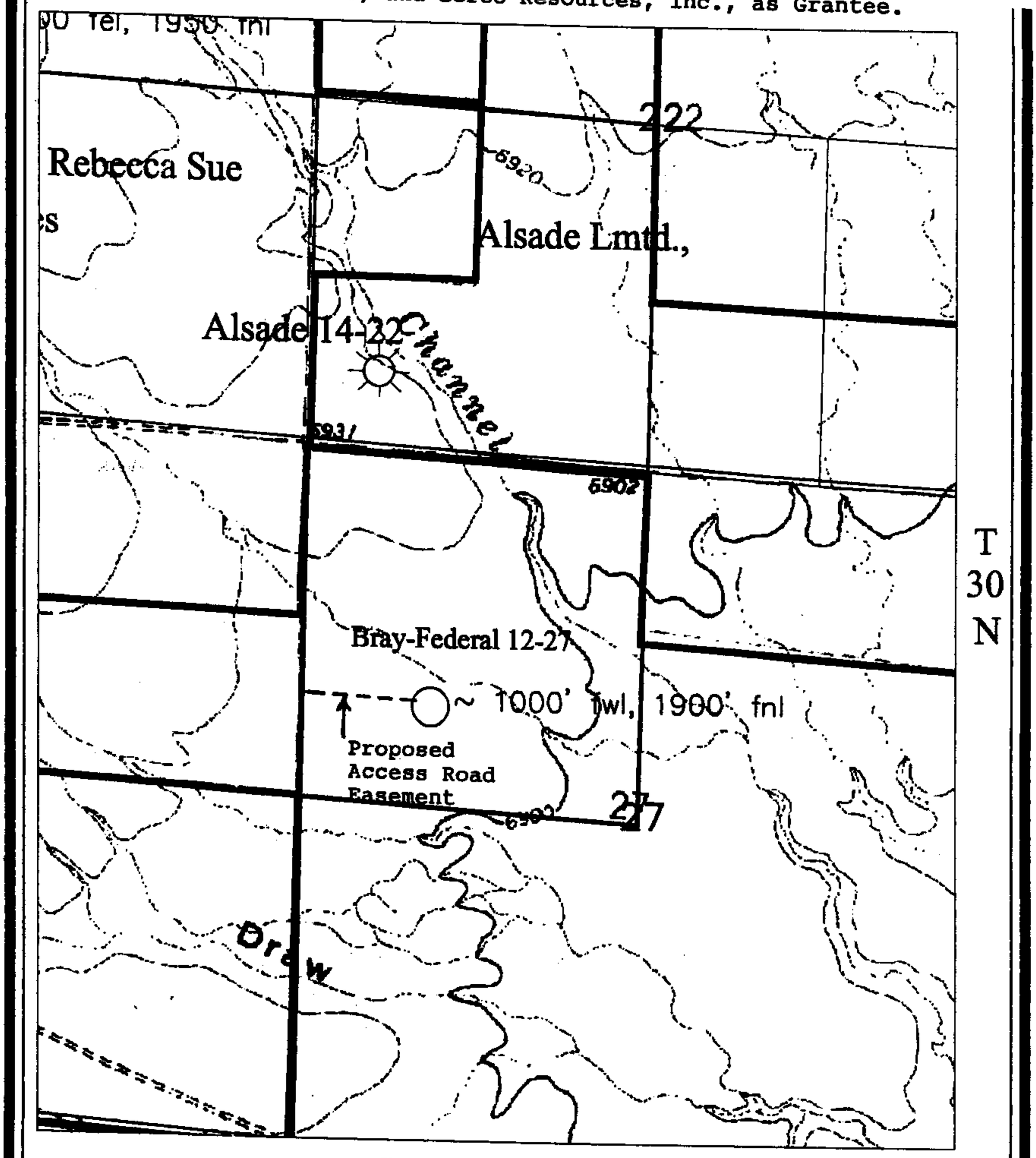
On this 12th day of August, 2004, before me, a Notary Public, personally appeared Gordon W. Bray, Sr., and Beth A. Bray, Trustees of the Gordon W. Bray, Sr. Living Trust, dated February 26, 2003, and any amendments thereto, and Beth A. Bray and Gordon W. Bray, Sr., Trustees of the Beth A. Bray Living Trust, dated February 26, 2003, and any amendments thereto, known to me to be the person(s) whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Karen S. Weiz
Notary Public

My Commission Expires: 1/04/08

KAREN S. WEIZ
County of
SUBLETTE
Notary Public
State of
Wyoming
My Commission Expires Jan. 4, 2008

- Exhibit "A", attached to and made a part of that certain Access Road Easement between the Gordon W. Bray, Sr. Living Trust and the Beth A. Bray Living Trust, as Grantor, and Berco Resources, Inc., as Grantee.



1" = 3000' Bray-Federal 12-27 swnw Section 27 T30N R112W

March 29 05 8:15 A
IN BOOK 130 Q 9 PAGE 19
FEES $ 11.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY WYOMING
Lucy L. Freeman

310217

SURFACE DAMAGE AND USE AGREEMENT

THIS AGREEMENT made and entered into this 12th day of August, 2004, by and between Gordon W. Bray, Sr., and Beth A. Bray, Trustees of the Gordon W. Bray, Sr. Living Trust, dated February 26, 2003, and any amendments thereto, and Beth A. Bray and Gordon W. Bray, Sr., Trustees of the Beth A. Bray Living Trust, dated February 26,2003, and any amendments thereto (hereinafter referred to as "Grantor"), of PO Box 564, Big Piney, Wyoming 83113; and Berco Resources, LLC (hereinafter referred to as "Grantee") whose address is 1200 17th Street, Suite 600, Denver, Colorado 80202.

WHEREAS, Grantor is the owner of the surface of the following land:

Township 30 North, Range 112 West
Section 27: NW1/4

Sublette County, Wyoming

WHEREAS, Grantee desires to use a portion of said surface to access, drill, test, complete and produce the proposed Bray Federal 12-27 well located on the lands specified above at a surface location approximately 1,900 feet from the north line and 1,000 feet from the west line of said section specified above.

NOW, THERFORE, Grantor, for and in consideration of the promises made herein and Ten and more dollars $10.00, the receipt of which is hereby acknowledged, hereby grants the Grantee the exclusive right to use the surface of a portion of the above described lands with the right of passage by Grantee, its agents, employees, licensees and permitees for the purpose of moving in and out drilling and production equipment, crews, materials and all equipment necessary or convenient for drilling, testing, completing, and producing said Bray Federal 12-27 well and for the continuous operation of said well.

Upon commencement of operations to prepare the drill site, Grantee shall pay to Grantor the sum of $3,000.00, which payment shall be made by Grantee by check mailed to Grantor at PO Box 564, Big Piney, WY 83113. Grantee shall have no right to commence the preparation of the drill site prior to mailing such payment, but shall have the right to enter upon said premises for purposes of inspection and survey. Nothing herein contained shall obligate Grantee to construct the drill site.

The consideration set forth above shall constitute full and final settlement for the execution of this instrument, for use of the land necessary for the drilling, testing, completing and producing the Bray Federal 12-27 (the well site not to exceed two and one half acres in size) and, for the value of all crops, timber, vegetation, fences or other improvements located on the wellsite location for the Bray Federal 12-27 well. However, Grantee, its agents and employees will compensate Grantor for any "unusual" damages such as the loss of livestock, damaged culverts, or interrupting the flow of water through Grantor's irrigation ditches and streams. Any livestock lost, injured or killed as a result of Grantee's activities on Grantor's lands shall be paid for at market prices.

During drilling operations for the Bray Federal 12-27, Grantee agrees to the following:

1. The well location and sludge pit shall be fenced so as to prevent access by livestock. The sludge pit shall be bermed to prevent runoff from entering the pit and the pit shall be back filled upon termination of operations and appropriate drying.

In the event the Bray Federal 12-27 well is completed as a producing well, Grantee agrees to the following:

1. To reshape and re-seed the location in excess of the pumping and producing facilities.

2. To construct berms surrounding tanks for produced liquids to prevent any spills onto lands contiguous to the production site. All pits shall be sufficiently fenced to turn all livestock.

3. Grantee agrees that the production site shall be kept free of all litter, cans bottles, trash, etc and controlled to prevent noxious weeds.

Upon the plugging and abandonment of the Bray Federal 12-27 well, Grantee agrees to the following:

1. Reshape and re-seed the location to conform to existing topography.

2. All plugging and abandonment activities will be performed in compliance with applicable State laws.

In the event that the well is completed as a producing oil and/or gas well, then Grantee shall pay to grantor $500.00 per year as a rental for the continued use of the site. Such rental payment shall be payable on the first anniversary date of the execution of this agreement, and shall be paid by check mailed to Grantor at the aforementioned address.

The easement and rights hereby granted and all of the terms and conditions hereof shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors and assigns of the parties hereto; and the rights and easement herein granted shall be assignable together or separately and in whole or in part.

Executed this 12th day of August, 2004.

Gordon W. Bray, Sr. Living Trust, dated February 26, 2003

By: Beth A. Bray
Beth A. Bray, Trustee

By: Gordon W Bray
Gordon W. Bray, Sr., Trustee

Beth A. Bray Living Trust, dated February 26, 2003

By: Beth A Bray
Beth A. Bray, Trustee

By: Gordon W Bray
Gordon W. Bray, Sr., Trustee

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

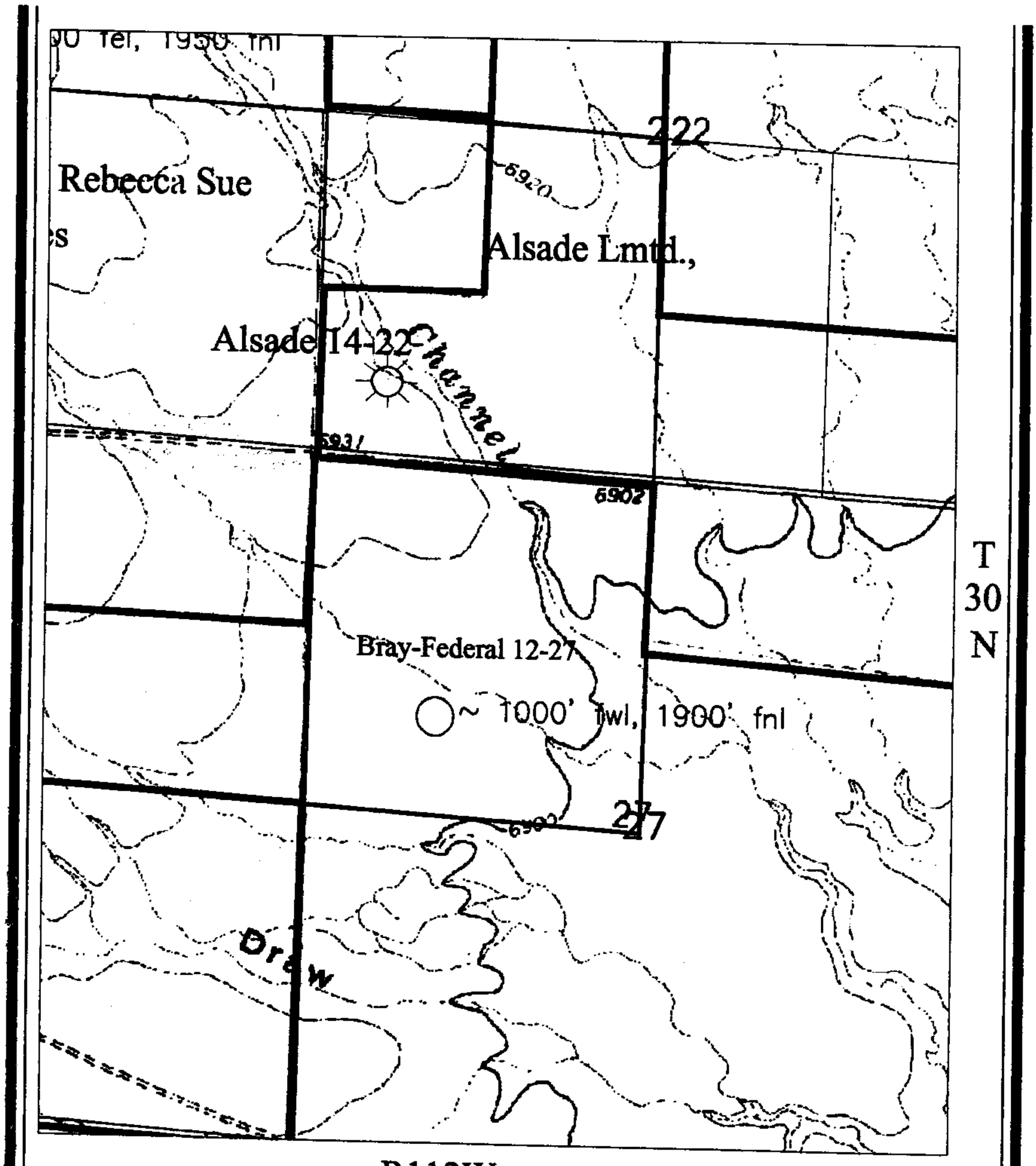
On this 12th day of August, 2004, before me, a Notary Public, personally appeared Gordon W. Bray, Sr., and Beth A. Bray, Trustees of the Gordon W. Bray, Sr. Living Trust, dated February 26, 2003, and any amendments thereto, and Beth A. Bray and Gordon W. Bray, Sr., Trustees of the Beth A. Bray Living Trust, dated February 26, 2003, and any amendments thereto, known to me to be the person(s) whose names are subscribed to the within instrument, and acknowledged to me that they exe[illegible]

County of SUBLETTE Notary Public State of Wyoming My Commission Expires Jan. 4, 2008

Karen S Wing
Notary Public

My Commission Expires: 1/04/08

SEAL:



1" = 3000' Bray-Federal 12-27 swnw Section 27 T30N R112W

310218

RECORDED March 29 2005 8:15AM
IN BOOK 130 Or 9 PAGE 22
FEES $14.00 [signature] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
[signature]

Mickelson #11-22

ACCESS ROAD EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Jay B. Downs and Rebecca S. Downs, individually and as Trustees of the Jay B. Downs Living Trust, dated March 5, 1998 and Rebecca S. Downs and Jay B. Downs as Trustees under the Rebecca S. Downs Living Trust dated March 5, 1998 of 398 Middle Piney Road (P.O. Box 516), Big Piney, Wyoming 83113 (hereinafter referred to as "Grantor"), whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by Berco Resources, LLC, 1200 17th Street, Suite 600, Denver, Colorado 80202, hereinafter referred to as "Grantee", the receipt whereof is hereby acknowledged, does hereby grant and convey unto Grantee, its successors and assigns, an access road easement not to exceed 30 feet in width, including, but not limited to, the right, from time to time, to construct, reconstruct, operate, maintain and repair an access road along, over, through, upon and across Grantors' land situated in the County of Sublette, State of Wyoming, described as follows:

Township 30 North, Range 112 West
Section 21: NE¼SE¼
Section 22: NW¼SW¼
Sublette County, Wyoming

along a route, or a portion of a route, depicted on Exhibit "A" attached hereto together with the rights of ingress and egress along said easement, for the purposes of conducting Grantee's oil and gas operations on or in the area nearby Grantor's land as described above.

To have and to hold said easement, rights and right of way, unto the said Grantee, its successors and assigns, for 20 years, or sooner, if Grantee determines that said access road easement is no longer necessary to conduct its oil and gas operations. Grantee agrees to properly maintain said access road, provide for adequate drainage and install cattleguards and/or gates where required. Grantee shall consult with Grantor prior to commencing any restoration operations as provided for herein.

Grantor reserves the right to use and fully enjoy the above-described premises, except as to the rights hereinbefore granted.

Upon commencement of operations for construction of the access road to be constructed hereunder, Grantee shall pay to Grantor the sum of $15.00 per linear rod of easement proportionately reduced to the ownership interest of Grantor, which payment shall be made by Grantee by check mailed to Grantor at P.O. Box 516, Big Piney, Wyoming 83113. Grantee shall have no right to commence construction of such access road prior to mailing such payment, but shall have the right to enter upon said premises for purposes of inspection and survey. Nothing herein contained shall obligate Grantee to construct any access road hereunder.

For the mutual covenants contained herein, Grantor and Grantee do hereby agree as follows:

1. The livestock of Grantor shall have the right-of-way on said access road.
2. Grantee, at its sole cost and expense, shall maintain all culverts placed on Grantor's premises to prevent any interruption of water flow through Grantor's irrigation ditches and streams.
3. Grantee shall place cattleguards on the premises wherever said access road crosses any of Grantor's fences. Grantee shall maintain said cattleguards and keep cattleguards free of litter and debris.
4. Upon termination of Grantee's oil and gas operations, Grantee shall reclaim and reseed the lands to conform to existing topography.

The compensation provided herein to be paid by Grantee shall release and discharge Grantee, its agents and employees from all claims, losses, demands and causes of action for

damage to land, loss of and damage to crops, and use of land, hereafter arising as a result of Grantee constructing, reconstructing, operating, maintaining and repairing an access road across the above described lands. However, Grantee, its agents and employees will compensate Grantor for any "unusual" damages such as the loss of livestock, damaged culverts, or interrupting the flow of water through Grantor's irrigation ditches and streams. Grantor's livestock shall have the right-of-way at all times on the subject premises and any livestock lost, injured or killed as a result of Grantee's activities on Grantor's lands shall be paid for at market prices.

As to the rights hereby granted, all rights of dower and homestead are hereby released and waived.

This instrument embodies the entire agreement between Grantor and Grantee with respect to the subject hereof, including the consideration paid or to be paid in connection therewith. The easement and rights hereby granted and all of the terms and conditions hereof shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors and assigns of the parties hereto; and the rights and easement herein granted shall be assignable together or separately and in whole or in part.

IN WITNESS WHEREOF, this instrument is duly signed and sealed this 3 day of FEBRUARY, 2005

Grantor(s):

Jay B. Downs individually and as Trustee under the Rebecca S. Downs Living Trust dated March 5, 1998

Rebecca S. Downs individually and as Trustee under the Rebecca S. Downs Living Trust dated March 5, 1998

Jay B. Downs, as Trustee of the Jay B. Downs Living Trust, dated March 5, 1998

Rebecca S. Downs, as Trustee of the Jay B. Downs Living Trust, dated March 5, 1998

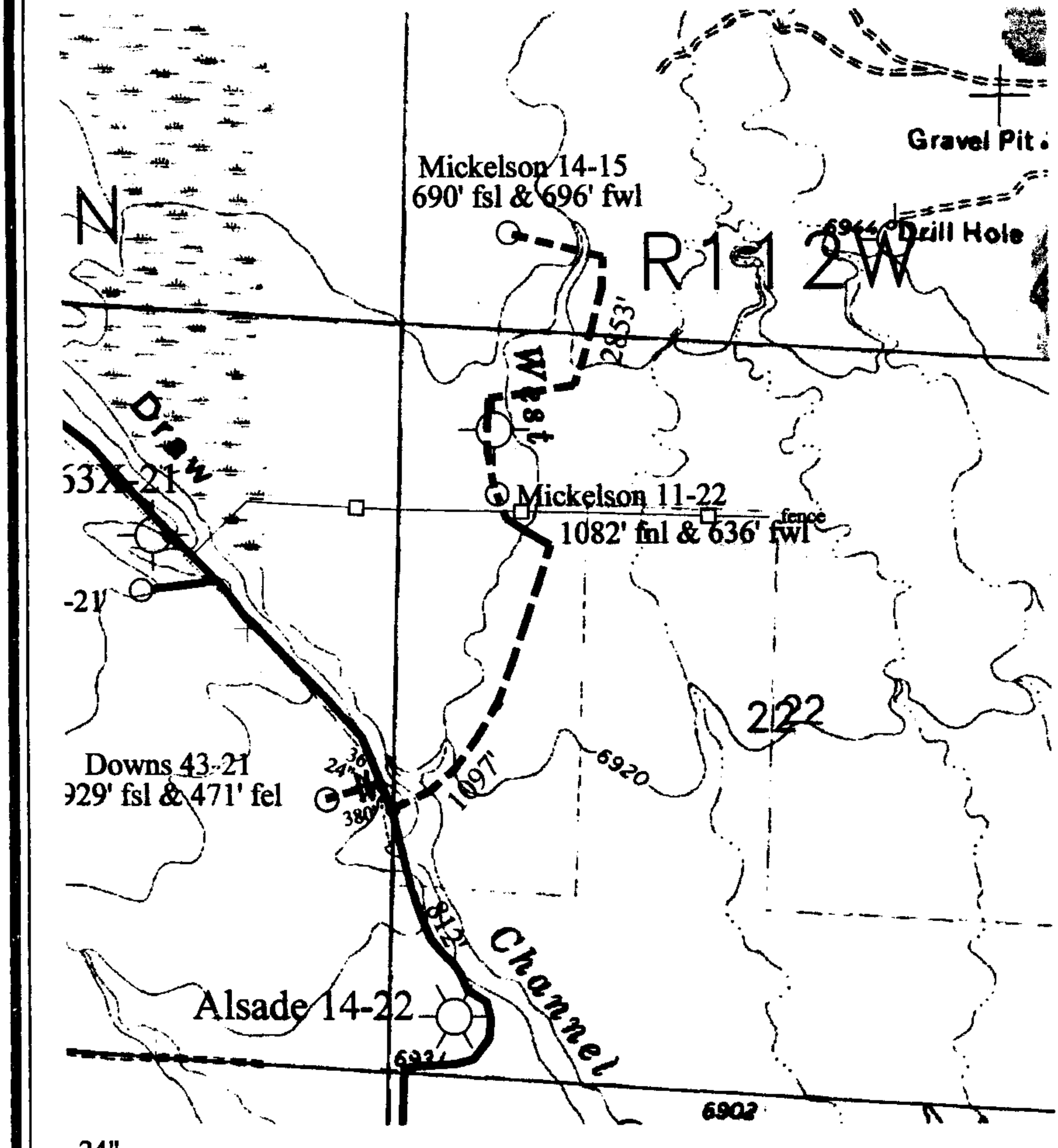
STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

On this 3rd day of February, 2005, before me, a Notary Public, personally appeared Jay B. Downs and Rebecca S. Downs, individually and as Trustees of the Jay B. Downs Living Trust, dated March 5, 1998, and Rebecca S. Downs and Jay B. Downs, as Trustees of the Rebecca S. Downs Living Trust, dated March 5, 1998, known to me to be the person(s) whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

NOV 08 2007
My Commission Expires

Notary Public

Amber Hammer
County of Sublette
Notary Public
State of Wyoming
My Commission Expires Nov. 08, 2007


R112W
N
Mickelson 14-15
690' fsl & 696' fwl
Gravel Pit
6944' Drill Hole
R112W
2853'
184'
Mickelson 11-22
1082' fnl & 636' fwl
fence
T
30
N
Downs 43-21
929' fsl & 471' fel
1097'
6920
2222
812'
Channel
Alsade 14-22
6902
24"
Culverts
Cattle Guards
1" = 1000'
Exhibit "A"
Berco Resources, LLC.
Sublette County, Wyoming
1/31/05

310219

RECORDED March 29 2005 8:15 A
IN BOOK 130 Misc PAGE 25
FEES $ 14.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
[illegible]

Mickelson #11-22

SURFACE USE AND ACCESS AGREEMENT

THIS AGREEMENT made and entered into this 27th day of January 2005, by and between Mickelson Land Limited Partnership, a Wyoming limited partnership, (hereinafter referred to as "Grantor"), whose address is 311 Mickelson Lane, Big Piney, Wyoming 83113; and Berco Resources, LLC (hereinafter referred to as "Grantee") whose address is 1200 17th Street, Suite 600, Denver, Colorado 80202.

WHEREAS, Grantor is the owner of the surface of the following land:

Township 30 North, Range 112 West
Section 22: NW¼NW¼
Sublette County, Wyoming

WHEREAS, Grantee desires to use a portion of said surface to access, drill, test, complete and produce the proposed Mickelson #11-22 well located on the lands specified above at an approximate surface location as depicted upon Exhibit "A" attached hereto.

NOW, THERFORE, Grantor, for and in consideration of the promises made herein and Ten and more dollars ($10.00), the receipt of which is hereby acknowledged, hereby grants the Grantee the exclusive right to use the surface of a portion of the above described lands with the right of passage by Grantee, its agents, employees, licensees and permitees for the purpose of moving in and out drilling and production equipment, crews, materials and all equipment necessary or convenient for drilling, testing, completing, and producing said Mickelson #11-22 well and for the continuous operation of said Mickelson #11-22 well.

Upon commencement of operations to prepare the drill site, Grantee shall pay to Grantor the sum of $3,000.00, which payment shall be made by Grantee by check mailed to Grantor at P.O. Box 489, Big Piney, Wyoming 83113. Grantee shall have no right to commence the preparation of the drill site prior to mailing such payment, but shall have the right to enter upon said premises for purposes of inspection and survey. Nothing herein contained shall obligate Grantee to construct the drill site.

In the event that the well is completed as a producing oil and/or gas well, then Grantee shall pay to Grantor $500.00 per year as a rental for the continued use of the site. Such rental payment shall be payable on the first anniversary date of the execution of this agreement, and shall be paid by check mailed to Grantor at the aforementioned address.

The consideration set forth above shall constitute full and final settlement for the execution of this instrument, for use of the land necessary for the drilling, testing, completing and producing the Mickelson #11-22 (the well site not to exceed two and one half acres in size) and, for the value of all crops, timber, vegetation, fences or other improvements located on the well site location for the Mickelson #11-22 well.

In the event the Mickelson #11-22 well is completed as a producing well, Grantee agrees to the following:

1. Maintain access road and provide adequate drainage for the same.

2. Reshape and re-seed the location in excess of the pumping and producing facilities.

3. Install cattleguards and/or gates where required.

Upon the plugging and abandonment of the Mickelson #11-22 well, Grantee agrees to the following:

1. Reshape and re-seed the location conforming to existing topography.

2. Access road will be rehabilitated and re-seeded.

3. All plugging and abandonment activities will be performed in compliance with applicable State laws.

This instrument embodies the entire agreement between Grantor and Grantee with respect to the subject hereof, including the consideration paid or to be paid in connection therewith. The rights hereby granted and all of the terms and conditions hereof shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors and assigns of the parties hereto; and the rights herein granted shall be assignable together or separately and in whole or in part.

IN WITNESS WHEREOF, this instrument is duly signed and sealed this 27th day of, January 2005.

Grantor(s): Mickelson Land Limited Partnership

By: _____
Gordon M. Mickelson, General Partner

Grantee: BERCO RESOURCES, LLC

By: _____
Timothy R. Morris, Vice President

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

On this 27th day of January, 2005 before me, a Notary Public, personally appeared Gordon M. Mickelson, General Partner of Mickelson Land Limited Partnership, a Wyoming limited partnership, known to me to be the person(s) whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

1/04/08
My Commission Expires

_____
Notary Public

KAREN S. WEIZ
County of
SUBLETTE
Notary Public
State of
Wyoming
My Commission Expires Jan. 4, 2008

STATE OF COLORADO

COUNTY OF DENVER

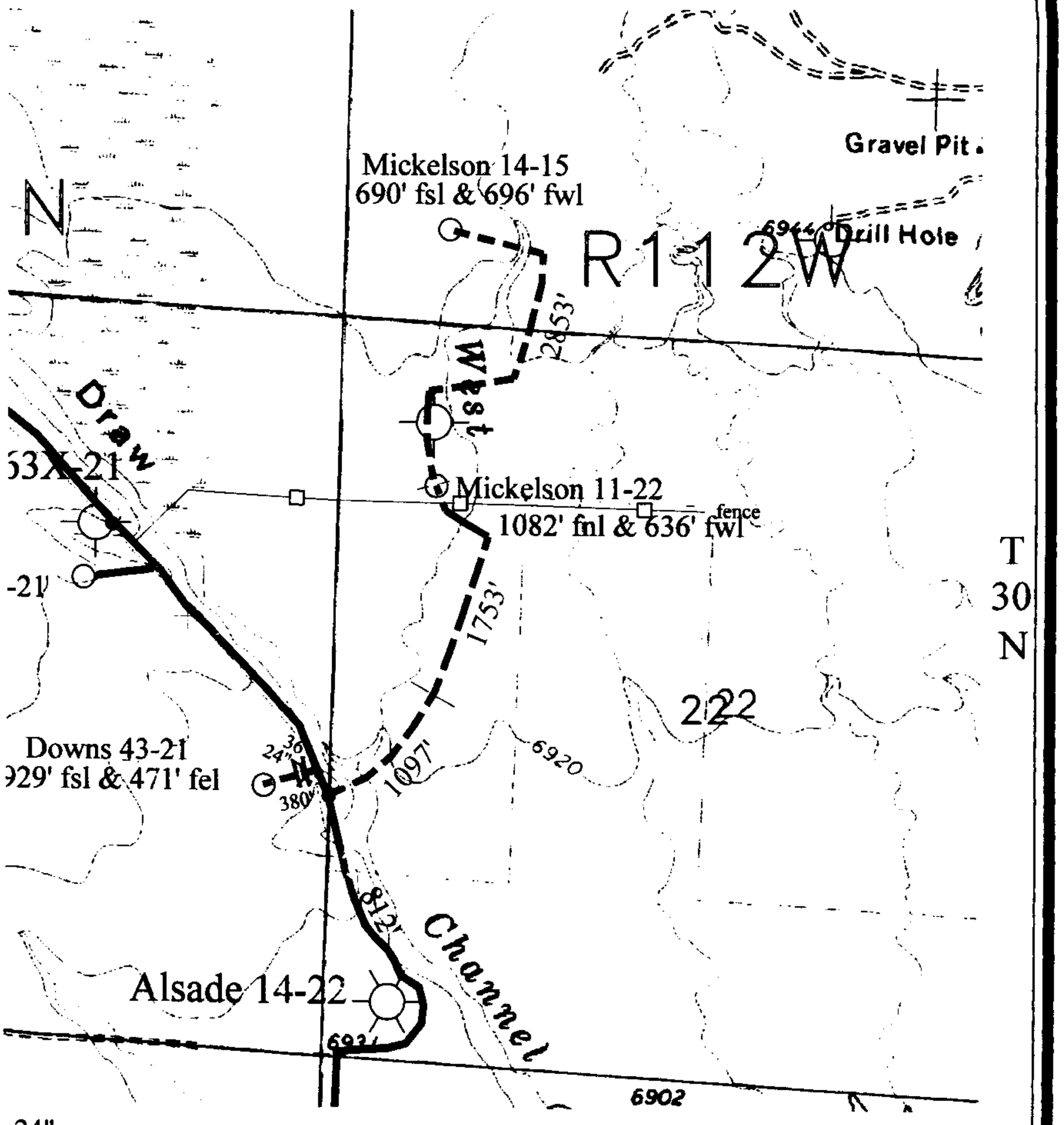
Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Timothy R. MORRIS, to me known to be the identical persons who subscribed the name of BERCO RESOURCES, LLC, the make thereof, to the foregoing instrument as its Vice President, and acknowledged to me that he executed the same as his 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 27th day of January 2005

July 13, 2006
My Commission Expires

Kelly D. Byrd
Notary Public

KELLY D. BYRD
NOTARY
PUBLIC
STATE OF COLORADO


R112W
N
Mickelson 14-15
690' fsl & 696' fwl
Gravel Pit
6944' Drill Hole
R112W
2453'
West
Draw
53X-21
-21
Mickelson 11-22
1082' fnl & 636' fwl
fence
1753'
T
30
N
222
Downs 43-21
929' fsl & 471' fel
24"
380'
1097'
6920
812'
Channel
Alsade 14-22
6902
24"
Culverts
Cattle Guards
1" = 1000'
Exhibit "A"
Berco Resources, LLC.
Sublette County, Wyoming
1/31/05

28

310220

RECORDED March 29 2005 8:15 A M
IN BOOK 130 0+9 PAGE 28
FEES 14.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Lucy L. Freeman

Mickelson 11-22

ACCESS ROAD EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Mickelson Land Limited Partnership, a Wyoming limited partnership, of 311 Mickelson Lane, Big Piney, Wyoming 83113 (hereinafter referred to as "Grantor"), whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by Berco Resources, LLC, 1200 17th Street, Suite 600, Denver, Colorado 80202, hereinafter referred to as "Grantee", the receipt whereof is hereby acknowledged, does hereby grant and convey unto Grantee, its successors and assigns, an access road easement not to exceed 30 feet in width, including, but not limited to, the right, from time to time, to construct, reconstruct, operate, maintain and repair an access road along, over, through, upon and across Grantors' land situated in the County of Sublette, State of Wyoming, described as follows:

Township 30 North, Range 112 West
Section 22: W½NW¼
Sublette County, Wyoming

along a route, or a portion of a route, depicted on Exhibit "A" attached hereto together with the rights of ingress and egress along said easement, for the purposes of conducting Grantee's oil and gas operations on or offsetting Grantor's land as described above.

To have and to hold said easement, rights and right of way, unto the said Grantee, its successors and assigns, for 20 years, or sooner, if Grantee determines that said access road easement is no longer necessary to conduct its oil and gas operations. Grantee agrees to properly maintain said access road, provide for adequate drainage and install cattleguards and/or gates where required. Grantee shall consult with Grantor prior to commencing any restoration operations as provided for herein.

Grantor reserves the right to use and fully enjoy the above-described premises, except as to the rights hereinbefore granted.

Upon commencement of operations for construction of the access road to be constructed hereunder, Grantee shall pay to Grantor the sum of $15.00 per linear rod of easement proportionately reduced to the ownership interest of Grantor, which payment shall be made by Grantee by check mailed to Grantor at P.O. Box 489, Big Piney, Wyoming 83113. Grantee shall have no right to commence construction of such access road prior to mailing such payment, but shall have the right to enter upon said premises for purposes of inspection and survey. Nothing herein contained shall obligate Grantee to construct any access road hereunder.

For the mutual covenants contained herein, Grantor and Grantee do hereby agree as follows:

1. The livestock of Grantor shall have the right-of-way on said access road.
2. Grantee, at its sole cost and expense, shall maintain all culverts placed on Grantor's premises to prevent any interruption of water flow through Grantor's irrigation ditches and streams.
3. Grantee shall place cattleguards on the premises wherever said access road crosses any of Grantor's fences. Grantee shall maintain said cattleguards and keep cattleguards free of litter and debris.
4. Upon termination of Grantee's oil and gas operations, Grantee shall reclaim and reseed the lands to conform to existing topography.

The compensation provided herein to be paid by Grantee shall release and discharge Grantee, its agents and employees from all claims, losses, demands and causes of action for damage to land, loss of and damage to crops, and use of land, hereafter arising as a result of Grantee constructing, reconstructing, operating, maintaining and repairing an access road across the above described lands. However, Grantee, its agents and employees will compensate Grantor

for any "unusual" damages such as the loss of livestock, damaged culverts, or interrupting the flow of water through Grantor's irrigation ditches and streams. Grantor's livestock shall have the right-of-way at all times on the subject premises and any livestock lost, injured or killed as a result of Grantee's activities on Grantor's lands shall be paid for at market prices.

As to the rights hereby granted, all rights of dower and homestead are hereby released and waived.

This instrument embodies the entire agreement between Grantor and Grantee with respect to the subject hereof, including the consideration paid or to be paid in connection therewith. The easement and rights hereby granted and all of the terms and conditions hereof shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors and assigns of the parties hereto; and the rights and easement herein granted shall be assignable together or separately and in whole or in part.

IN WITNESS WHEREOF, this instrument is duly signed and sealed this 27th day of January, 2005

Grantor(s): Mickelson Land Limited Partnership

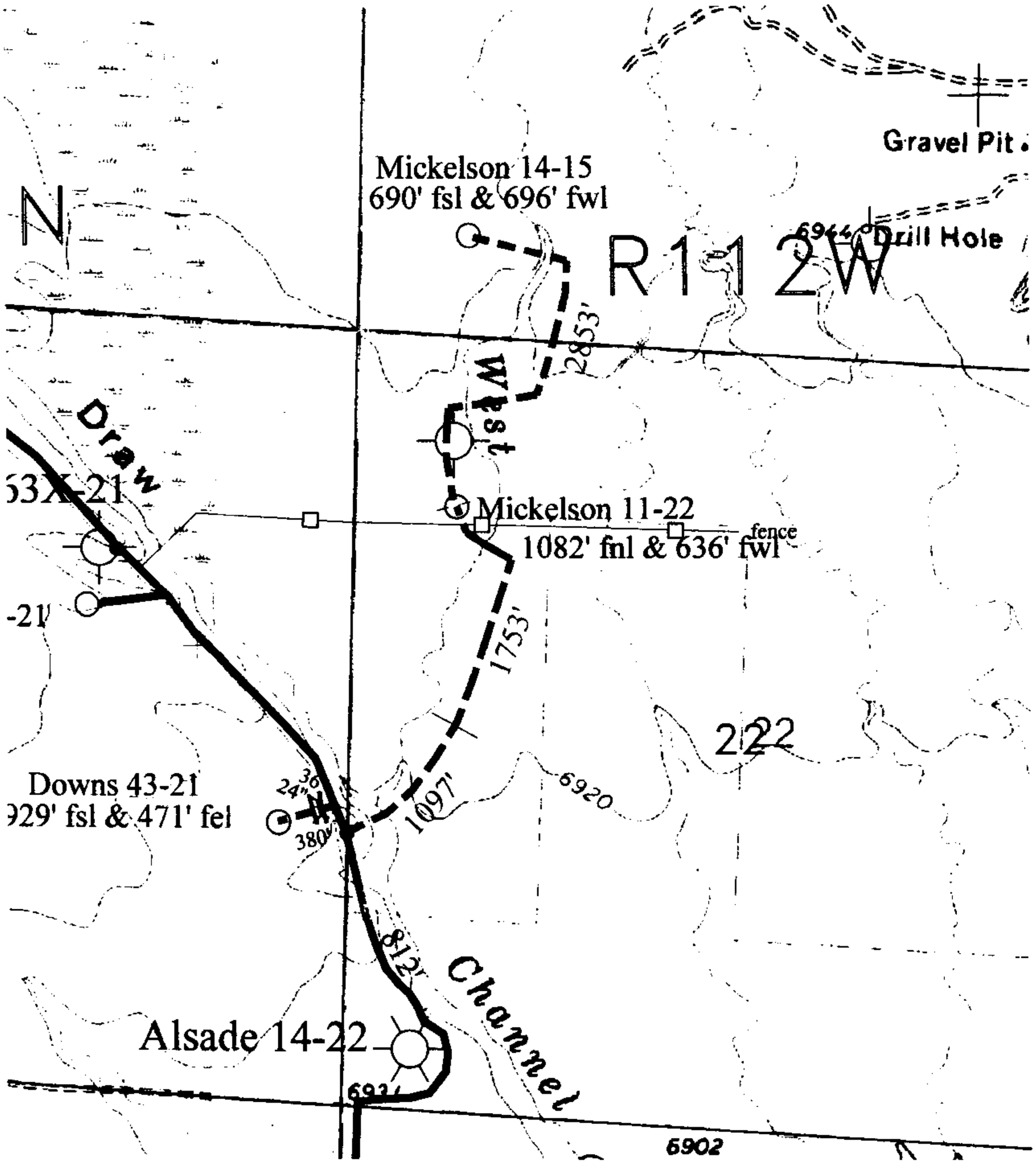
By: _____
Gordon M. Mickelson, General Partner

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

On this 27th day of January, 2005 before me, a Notary Public, personally appeared Gordon M. Mickelson, General Partner of Mickelson Land Limited Partnership, a Wyoming limited partnership, known to me to be the person(s) whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

1/04/08 _____
My Commission Expires Notary Public

KAREN S. WENZ Notary Public
County of SUBLETTE State of Wyoming
My Commission Expires Jan. 4, 2008


R112W
Gravel Pit
Mickelson 14-15
690' fsl & 696' fwl
N
6944' Drill Hole
R112W
2853'
West
Draw
53X-21
-21
Mickelson 11-22
1082' fnl & 636' fwl
fence
T
30
N
1753'
222
Downs 43-21
929' fsl & 471' fel
24"
380'
1097'
6920
812'
Channel
Alsade 14-22
6924'
6902
24"
Culverts
Cattle Guards
1" = 1000'
Exhibit "A"
Berco Resources, LLC.
Sublette County, Wyoming
1/31/05

RECEIVED March 30 05 1:30 P
IN BOOK 120 Misc 8 PAGE 31
FEES $ 52.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by A. Freeman

310277

ASSIGNMENT OF OVERRIDING ROYALTY

Anschutz Resources 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 oil and gas leasehold estates, with respect to the oil and gas leases and lands described on Exhibit "A" attached hereto and made a part hereof:

Hal B. Koerner, Jr. and Diane Lynn Koerner
Joint Tenants with Right of Survivorship
6811 Hillridge Place
Parker, CO 80134
an undivided .0425 of 1% of 8/8ths

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 31st day January, 2005 to be effective as of January 1, 2005.

ATTEST:

By: _____
Judith A. Paisley
Assistant Secretary

ANSCHUTZ PINEDALE CORPORATION

By: _____
Pamela S. Kalstrom
Assistant Vice President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Before me, the undersigned authority, on this day personally appeared PAMELA S. KALSTROM, Assistant Vice President of 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 31st day of January, 2005.

_____
Cecily Ann Voruz, Notary Public

My Commission Expires:

January 27, 2006

NOTARY PUBLIC
CECILY ANN
VORUZ
STATE OF COLORADO

EXHIBIT "A"
PINEDALE PROSPECT, SUBLETTE COUNTY, WYOMING

Lease Number	Lessor / Lessee	Effective Date	Description	Gross Acres	Recording County
WY-2767-00001	USA-WYW-143664 Ultra Resources, Inc	12/01/97	T33N-R109W, 6TH PM Section 1: Lot 4 Section 2: Lot 1 Section 7: Lot 1 Section 12: SENE, SESW, SE Section 13: NE, NENW	556.05	BK/PG: SUBLETTE
WY-2767-00007	ST-WY-94-00293 CENEX, Inc	06/02/94	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: T33N-R109W, 6TH PM Section 16: N2, N2SW, SESW, SE	600.00	BK/PG: 110 326 SUBLETTE
WY-2767-00018	USA-WYW-129610 Double Eagle Petroleum	07/01/93	T32N-R109W, 6TH PM Section 10: E2NE Section 11: ALL Section 12: ALL Section 13: ALL Section 14: NE, NENW, NESE, Section 24: NE, NENW	2440.00	BK/PG: 108 470 SUBLETTE
WY-2767-00019	USA-WYW-135123 CENEX, Inc	02/01/95	T32N-R109W, 6TH PM Section 4: Lots 5-7, 11-14 Section 5: Lot 1 Section 10: W2NE, W2, SE Section 14: W2NW, SENW, SW, W/2SE SESE Section 15: E2 Section 18: Lots 1-12 Section 19: Lots 1-12	2419.17	BK/PG: SUBLETTE
WY-2767-00020	USA-WYW-06286 Donald B Anderson	06/01/51	T32N-R109W, 6TH PM Section 27: NW Section 28: NE Section 35 : N2, SE	2400.00	BK/PG: 119 316 SUBLETTE

EXHIBIT "A"
PINEDALE PROSPECT, SUBLETTE COUNTY, WYOMING

Lease Number	Lessor / Lessee	Effective Date	Description	Gross Acres	Recording County
WY-2767-00021	USA-WYW-135124 Meridian Oil Inc.	02/01/95	T32N-R109W 6TH PM Section 21: SE Section 22: S2 Section 23: ALL Section 24: W2NW, SENW, S2	1560.00	BK/PG: 100 552 SUBLETTE
WY-2767-00022	USA-WYW-143663 Ultra Resources, Inc	12/01/97	T32N-R109W, 6TH PM Section 1: Lot 4, S2 NW, SW, W/2SE, SESE Section 2: Lots 1-4, S2N2, S2 Section 3: Lots 1-3, S2NE, SENW, NESW, SE	1335.95	BK/PG: SUBLETTE
WY-2767-00030-AE	MARJORIE BUCK High Plains Associates, Inc	11/11/97	T32N-R108W, 6TH PM Section 20: E2SE, SENE Section 21: E2W2, SWNW, NWSW Section 28: E2NW, NWNW, SW Section 29: Lots 4(40.30), 5(40.49), 6(40.60), 7(40.60), 8(40.49), E2NE, SWNE, SE Section 32: N2 Section 33: NW	1602.48	BK/PG: 107 367 SUBLETTE
WY-2767-00038	USA-WYW-139396 Richard L Norton	07/01/96	T32N-R108W, 6TH PM Section 30: E2 Section 31: NE, N2SE	560.00	BK/PG: 105 411 SUBLETTE
WY-2767-00041	USA-WYW-143661 Ultra Resources, Inc	12/01/97	T32N-R108W, 6TH PM Section 19: Lots 1-4, E2, E2W2 Section 20: W2E2, W2 Section 21: SWSW Section 28: SWNW Section 29: Lots 1-3, NWNE Section 32: N/2SW	1346.81	BK/PG: SUBLETTE
WY-2767-00045	USA-WYW-142265 Ultra Resources (USA), Inc	08/01/97	T32N-R108W, 6TH PM Section 30: Lots 1, 2, 3, and 4, E2W2 Section 31: Lots 1, 2, E2NW	756.16	BK/PG: SUBLETTE

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EXHIBIT "A"
PINEDALE PROSPECT, SUBLETTE COUNTY, WYOMING

Lease Number	Lessor / Lessee	Effective Date	Description	Gross Acres	Recording County
WY-2767-00047	USA-WYW-143660 Ultra Resources, Inc	12/01/97	T32N-R108W, 6TH PM Section 4: Lot 4, SWNW, W2SW Section 5: Lot 1, SENE Section 7: Lots 1-7, SWNE, E2NW, SESW, S2SE Section 8: SWSW Section 17: Lots 1-3, SW Section 18: Lots 2-7, S2NE, SENW, E2SW, SE	1487.91	BK/PG: SUBLETTE

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ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), dated effective January 1, 2004 at 12:00 a.m. Mountain Standard Time (the "Effective Time"), is from **SFD Investments LLC**, an Arkansas limited liability company ("Assignee"), having an address of 111 Center Street, Suite 2500, Little Rock, Arkansas 72203, to **Stephens Energy Company LLC**, an Arkansas limited liability company ("Assignor"), having an address of 1825 Lawrence Street, Suite 300, Denver, Colorado 80202.

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby sells, assigns, transfers and conveys to Assignee the following (all of which are herein called the "Interests"):

1. All of (100%) of Assignor's right, title and interest in and to the entire estate created by the leases described in Exhibit A-1, attached hereto and made a part hereof (the "Leases"), insofar as the Leases cover and relate to the land described in Exhibit A-1 (the "Land"), together with all of (100%) of Assignor's right, title and interest in and to all the property and rights incident thereto, including all rights in, to and under all contracts and agreements, product purchase and sale contracts, leases, permits, rights-of-way, surface use agreements, easements, licenses, farmouts, options and orders in any way relating thereto; and

2. All of (100%) of Assignor's right, title and interest in and to all Wells as described on Exhibit "A-2" and any and all equipment, facilities, fixtures and improvements now or as of the Effective Time appurtenant thereto or used or obtained in connection with the Wells, Leases and Land or on acreage pooled therewith or with the production, treatment, sale or disposal of hydrocarbons or water produced therefrom or attributable thereto and all other appurtenances belonging thereunto. All other items of personal property; or fixtures which are used or useful in connection with the operation of the Wells, Leases and Lands in which Assignor has an interest; and

3. All of (100%) of Assignor's right title and interest whether real, personal, contractual and regardless of whether such interests are vested or residual, in and to any and all Joint Venture Agreements, Joint Development and Exploration Agreements, and Participation Agreements between Assignor or it's predecessors and CamWest Limited Partnership and/or CamWest Exploration LLC (now known as Stephens Energy Company LLC) including but not limited to those agreements listed on Exhibit "A-3".

Assignor for itself and its successors and assigns hereby represents, warrants and agrees to and with Assignee, its successors and assigns, the Interests are free and clear of all liens, encumbrances, burdens and defects or title of any kind arising by, through or under Assignor but not otherwise.

Executed as of 3/16, 2005, to be effective for all purposes as of the Effective Time.

SFD Investments LLC
By: Stephens Group, Inc. manager
By: Jackson Faulkner Jr.
Title: Sr. Vice President

ACKNOWLEDGMENT

STATE OF Arkansas)
) ss.
COUNTY OF Pulaski)

The foregoing instrument was acknowledged before me this 16 day of March, 2005 by Jackson Faulkner JR as an officer of manager of **SFD Investments LLC**, on behalf of such limited liability company.

Witness my hand and official seal.

My Commission Expires:
10/21/14

Lisa M. Holmes
Notary Public

310318

RECORDED April 4 2005 10:15a M
IN BOOK 130 O&G PAGE 36
FEES $ 19.00 Mary L. [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Carla Scott

Lisa M. Holmes
County Of Pulaski
Notary Public - Arkansas
My Commission Exp. 10/21/2014

EXHIBIT A-1

County: SUBLETTE
State: Wyoming
Prospect Name: HABANERO

LEASE CODE	LESSOR	LESSEE	LSE DTE / EXP DTE	TWNSP	RNGE	SECT	GROSS ACRES / NET ACRES	RECORDING BOOK	PAGE	LEASE STATUS
WYCWE0000008	State of WY 99-00594	HANSON & STRAHN INC	11/02/99 11/02/04	27N	106W	7 Lot 6 (formerly Lot 3)	40.5500 20.2750	N/A		NP
WYCWE0000009	State of WY 99-00599	HANSON & STRAHN INC	11/02/99 11/02/04	28N	106W	16 All	640.0000 640.0000	N/A		NP
WYCWE0000010	State of WY 99-00600	HANSON & STRAHN INC	11/02/99 11/02/04	28N	106W	19 NE/4SW/4	40.0000 40.0000	N/A		NP
WYCWE0000011	State of Wyoming 99-00601	HANSON & STRAHN INC	11/02/99 11/02/04	28N	106W	30 Lots 3, 4	72.5200 36.2600	N/A		NP
WYCWE0000012	State of Wyoming 99-00604	HANSON & STRAHN INC	11/02/99 11/02/04	29N	106W	20 SW/4NW/4	40.0000 40.0000	N/A		NP
WYCWE0000013	State of Wyoming 99-00605	HANSON & STRAHN INC	11/02/99 11/02/04	29N	106W	24 N/2SE/4, SW/4SE/4	120.0000 120.0000	N/A		NP
WYCWE0000070	USA WYW-150052 (PARCEL 179)	HANSON & STRAHN INC	04/01/00 04/01/10	28N	106W	3 Lots 1(44.67), 2(44.68), 3(44.70), 4(44.71), S/2S/2	338.7600 338.7600	N/A		NP
WYCWE0000071	USA WYW-150053 (PARCEL 180)	HANSON & STRAHN INC	04/01/00 04/01/10	28N	106W	4 Lot 1(44.70), S/2S/2 5 Lot 2(45.26), S/2SW/4, SW/4SE/4 8 NW/4NE/4, NW/4, SE/4SW/4, NE/4SE/4, S/2SE/4	729.9600 729.9600	N/A		NP
WYCWE0000072	USA WYW-150054 (PARCEL 181)	HANSON & STRAHN INC	04/01/00 04/01/10	28N	106W	25 ALL	640.0000 640.0000	N/A		NP
WYCWE000078A	CATHERINE CANESTRINI	HANSON & STRAHN INC	12/14/99 12/14/04	29N	106W	26 SESE 34 SESE 35 N/2NE, SWNE, SENW, E/2SW, SWSW	360.0000 40.0003	113	400	PD-UP
WYCWE000078B	ANNE M CASE	HANSON & STRAHN INC	12/14/99 12/14/04	29N	106W	26 SESE 34 SESE 35 N/2NE, SWNE, SENW, E/2SW, SWSW	360.0000 40.0003	113	390	PD-UP
WYCWE000078C	JOHN B & WILMA ERRAMOUSPE	HANSON & STRAHN INC	12/14/99 12/14/04	29N	106W	26 SESE 34 SESE 35 N/2NE, SWNE, SENW, E/2SW, SWSW	360.0000 40.0003	113	409	PD-UP
WYCWE000078D	JOSEPH J ERRAMOUSPE	HANSON & STRAHN INC	12/14/99 12/14/04	29N	106W	26 SESE 34 SESE 35 N/2NE, SWNE, SENW, E/2SW, SWSW	360.0000 40.0003	113	418	PD-UP
WYCWE000078E	SISTER MIRIAM GRACE ERRAMOUSPE	HANSON & STRAHN INC	12/14/99 12/14/04	29N	106W	26 SESE 34 SESE 35 N/2NE, SWNE, SENW, E/2SW, SWSW	360.0000 40.0003	113	427	PD-UP
WYCWE000078F	PAUL S & SUZAN ERRAMOUSPE	HANSON & STRAHN INC	12/14/99 12/14/04	29N	106W	26 SESE 34 SESE 35 N/2NE, SWNE, SENW, E/2SW, SWSW	360.0000 40.0003	113	437	PD-UP

County: SUBLETTE
State: Wyoming
Prospect Name: HABANERO

LEASE CODE	LESSOR	LESSEE	LSE DTE / EXP DTE	LEGAL DESCRIPTION TWNSP	RNGE	SECT	GROSS ACRES / NET ACRES	RECORDING BOOK	PAGE	LEASE STATUS
WYCWE000078G	BERNADETTE M GOSAR	HANSON & STRAHN INC	12/14/99 12/14/04	28N	106W	26 SESE 34 SESE 35 N/2NE, SWNE, SENW, E/2SW, SWSW	360.0000 40.0003	113	447	PD-UP
WYCWE000078H	GRACE V & JOHN MOSSMAN	HANSON & STRAHN INC	12/14/99 12/14/04	29N	106W	26 SESE 34 SESE 35 N/2NE, SWNE, SENW, E/2SW, SWSW	360.0000 40.0003	113	456	PD-UP
WYCWE000078I	MARGARET L & JOSEPH SELLYEI	HANSON & STRAHN INC	12/14/99 12/14/04	29N	106W	26 SESE 34 SESE 35 N/2NE, SWNE, SENW, E/2SW, SWSW	360.0000 40.0003	113	465	PD-UP
WYCWE000079A	CATHERINE CANESTRINI	HANSON & STRAHN INC	12/14/99 12/14/04	28N	106W	17 W/2NW 18 SENE, SESW, W/2SE 19 NENW 23 SW/4 26 NWNW	480.0000 53.3338	113	403	PD-UP
WYCWE000079B	ANNE M CASE	HANSON & STRAHN INC	12/14/99 12/14/04	28N	106W	17 W/2NW 18 SENE, SESW, W/2SE 19 NENW 23 SW/4 26 NWNW	480.0000 53.3338	113	394	PD-UP
WYCWE000079C	JOHN B. and WILMA ERRAMOUSPE	HANSON & STRAHN INC	12/14/99 12/14/04	28N	106W	17 W/2NW 18 SENE, SESW, W/2SE 19 NENW 23 SW/4 26 NWNW	480.0000 53.3338	113	412	PD-UE
WYCWE000079D	JOSEPH J ERRAMOUSPE	HANSON & STRAHN INC	12/14/99 12/14/04	28N	106W	17 W/2NW 18 SENE, SESW, W/2SE 19 NENW 23 SW/4 26 NWNW	480.0000 53.3338	113	421	PD-UP
WYCWE000079E	SISTER MIRIAM GRACE ERRAMOUSPE	HANSON & STRAHN INC	12/14/99 12/14/04	28N	106W	17 W/2NW 18 SENE, SESW, W/2SE 19 NENW 23 SW/4 26 NWNW	480.0000 53.3338	113	431	PD-UP
WYCWE000079F	PAUL S & SUZAN ERRAMOUSPE	HANSON & STRAHN INC	12/14/99 12/14/04	28N	106W	17 W/2NW 18 SENE, SESW, W/2SE 19 NENW 23 SW/4 26 NWNW	480.0000 53.3338	113	441	PD-UP
WYCWE000079G	BERNADETTE M GOSAR	HANSON & STRAHN INC	12/14/99 12/14/04	28N	106W	17 W/2NW 18 SENE, SESW, W/2SE 19 NENW 23 SW/4 26 NWNW	480.0000 53.3338	113	451	PD-UP

EXHIBIT A-1

EXHIBIT A-1

County: SUBLETTE
State: Wyoming
Prospect Name: HABANERO

LEASE CODE	LESSOR	LESSEE	LSE DTE / EXP DTE	TWNSP	RNGE	SECT	GROSS ACRES / NET ACRES	RECORDING BOOK	PAGE	LEASE STATUS
WYCWE000079H	GRACE V & JOHN MOSSMAN	HANSON & STRAHN INC	12/14/99 12/14/04	28N	106W	17 W/2NW 18 SENE, SESW, W/2SE 19 NENW 23 SW/4 26 NWNW	480.0000 53.3338	113	459	PD-UP
WYCWE000079I	MARGARET L & JOSEPH SELLYEI	HANSON & STRAHN INC	12/14/99 12/14/04	28N	106W	17 W/2NW 18 SENE, SESW, W/2SE 19 NENW 23 SW/4 26 NWNW	480.0000 53.3338	113	469	PD-UP
WYCWE000080A	CATHERINE CANESTRINI	HANSON & STRAHN INC	12/14/99 12/14/04	28N	106W	4 Lot 2 (44.67); 3 (44.63); 4 (44.60) 5 Lot 1 (44.81); SESE 8 E/2NE, SWNE, N/2SW, SWSW, NWSE	498.7100 55.4127	113	397	PD-UP
WYCWE000080B	ANNE M CASE	HANSON & STRAHN INC	12/14/99 12/14/04	28N	106W	4 Lot 2 (44.67); 3 (44.63); 4 (44.60) 5 Lot 1 (44.81); SESE 8 E/2NE, SWNE, N/2SW, SWSW, NWSE	498.7100 55.4127	113	387	PD-UP
WYCWE000080C	JOHN B & WILMA ERRAMOUSPE	HANSON & STRAHN INC	12/14/99 12/14/04	28N	106W	4 Lot 2 (44.67); 3 (44.63); 4 (44.60) 5 Lot 1 (44.81); SESE 8 E/2NE, SWNE, N/2SW, SWSW, NWSE	498.7100 55.4127	113	406	PD-UP
WYCWE000080D	JOSEPH J ERRAMOUSPE	HANSON & STRAHN INC	12/14/99 12/14/04	28N	106W	4 Lot 2 (44.67); 3 (44.63); 4 (44.60) 5 Lot 1 (44.81); SESE 8 E/2NE, SWNE, N/2SW, SWSW, NWSE	498.7100 55.4127	113	415	PD-UP
WYCWE000080E	SISTER MIRIAM GRACE ERRAMOUSPE	HANSON & STRAHN INC	12/14/99 12/14/04	28N	106W	4 Lot 2 (44.67); 3 (44.63); 4 (44.60) 5 Lot 1 (44.81); SESE 8 E/2NE, SWNE, N/2SW, SWSW, NWSE	498.7100 55.4127	113	424	PD-UP
WYCWE000080F	PAUL S & SUZAN ERRAMOUSPE	HANSON & STRAHN INC	12/14/99 12/14/04	28N	106W	4 Lot 2 (44.67); 3 (44.63); 4 (44.60) 5 Lot 1 (44.81); SESE 8 E/2NE, SWNE, N/2SW, SWSW, NWSE	498.7100 55.4127	113	434	PD-UP
WYCWE000080G	BERNADETTE M GOSAR	HANSON & STRAHN INC	12/14/99 12/14/04	28N	106W	4 Lot 2 (44.67); 3 (44.63); 4 (44.60) 5 Lot 1 (44.81); SESE 8 E/2NE, SWNE, N/2SW, SWSW, NWSE	498.7100 55.4127	113	444	PD-UP
WYCWE000080H	GRACE V & JOHN MOSSMAN	HANSON & STRAHN INC	12/14/99 12/14/04	28N	106W	4 Lot 2 (44.67); 3 (44.63); 4 (44.60) 5 Lot 1 (44.81); SESE 8 E/2NE, SWNE, N/2SW, SWSW, NWSE	498.7100 55.4127	113	453	PD-UP
WYCWE000080I	MARGARET L & JOSEPH SELLYEI	HANSON & STRAHN INC	12/14/99 12/14/04	28N	106W	4 Lot 2 (44.67); 3 (44.63); 4 (44.60) 5 Lot 1 (44.81); SESE 8 E/2NE, SWNE, N/2SW, SWSW, NWSE	498.7100 55.4127	113	462	PD-UP
WYCWE0000081	State of Wyoming 99-00602	TEXACO EXPLORATION & PROD INC	11/02/99 11/02/04	28N	106W	36 All	640.0000 640.0000	N/A		NP
WYCWE0000106	USA WYW-150869	HANSON & STRAHN INC	08/01/90 08/01/10	29N	106W	20 NE/4SW/4, S/2SW/4	120.0000 120.0000	N/A		NP

EXHIBIT A-1

County: SUBLETTE
State: Wyoming
Prospect Name: HABANERO

LEASE CODE	LESSOR	LESSEE	LSE DTE EXP DTE	LEGAL DESCRIPTION TWNSP	RNGE	SECT	GROSS ACRES NET ACRES	RECORDING BOOK PAGE	LEASE STATUS
WYCWE0000107	USA WYW-150870	HANSON & STRAHN INC	08/01/00 08/01/10	29N	106W	35 SE/4NE/4, SE/4	200.0000 200.0000	N/A	NP
WYCWE0000115	USA WYW-151283	HANSON & STRAHN INC	10/01/00 10/01/10	29N	106W	29 NW/4SW/4	40.0000 40.0000	N/A	NP
WYCWE0000122	USA WYW-153633	HANSON & STRAHN INC	09/01/01 09/01/11	29N	106W	19 E/2SW/4	80.0000 80.0000	N/A	NP

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EXHIBIT A-1

County: SUBLETTE
State: Wyoming
Prospect Name: JONAH EAST

LEASE CODE	LESSOR	LESSEE	LSE DTE EXP DTE	LEGAL DESCRIPTION TWNSP	 RNGE	 SECT	GROSS ACRES NET ACRES	RECORDING BOOK PAGE	LEASE STATUS
WYCWE0000074	USA WYW-150056 (PARCEL 183)	HANSON & STRAHN INC	04/01/00 04/01/10	29N	107W	34 N/2	320.0000 320.0000	N/A	NP
WYCWE0000075	USA WYW-150057 (PARCEL 184)	HANSON & STRAHN INC	04/01/00 04/01/10	29N	107W	34 E/2SW/4, SE/4 35 ALL	880.0000 880.0000	N/A	NP

EXHIBIT A-1

County: SUBLETTE
State: Wyoming
Prospect Name: POBLANO

LEASE CODE	LESSOR	LESSEE	LSE DTE EXP DTE	LEGAL DESCRIPTION TWNSP	 RNGE	 SECT	GROSS ACRES NET ACRES	RECORDING BOOK PAGE	LEASE STATUS
WYCWE0000018	State of Wyoming 99-00618	HANSON & STRAHN INC	11/02/99 11/02/04	27N	107W	1 Lot 2, SW/4NE/4, W/2SE/4	159.7200 159.7200	N/A	NP
WYCWE0000019	State of Wyoming 99-00619	HANSON & STRAHN INC	11/02/99 11/02/04	27N	107W	12 E/2NE/4, NE/4SE/4	120.0000 120.0000	N/A	NP
WYCWE0000020	State of Wyoming 99-00620	HANSON & STRAHN INC	11/02/99 11/02/04	28N	107W	36 ALL	640.0000 640.0000	N/A	NP
WYCWE0000022	USA WYW-138657	ANN M TRUJILLO	09/01/99 09/01/09	28N	107W	33 N/2, SE/4	480.0000 480.0000	N/A	NP
WYCWE0000029	USA WYW-148567	HANSON & STRAHN INC	08/01/99 08/01/09	28N	107W	22 ALL 26 W/2, SE/4 27 E/2 35 ALL	2,080.0000 2,080.0000	N/A	NP
WYCWE0000030	USA WYW-147935	TEXACO EXPLORATION & PROD INC	04/01/99 04/01/09	28N	107W	25 Insofar and only insofar as said lease covers: W/2	320.0000 320.0000	N/A	NP
WYCWE0000031	USA WYW-147493	TEXACO EXPLORATION & PROD INC	02/01/99 02/01/09	28N	107W	25 Insofar and only insofar as said lease covers: W/2E/2, NESE	200.0000 200.0000	N/A	NP
WYCWE0000033	USA WYW-134685	TEXACO EXPLORATION & PROD INC	09/01/93 09/01/03	27N	107W	1 Lots 1,3,4, SE/4NE/4, S/2NW/4, SW/4, E/2SE/4 2 Lots 1,2,3,4, S/2NE/4, S/2, S/2NW/4 3 Lots 1,2,3,4, S/2N/2, S/2 11 ALL 12 Lots 1,2,3, W/2NE/4, W/2	3,565.4400 3,565.4400	N/A	MR
				28N	107W	34 ALL			
WYCWE0000034	USA WYW-104180	TEXACO EXPLORATION & PROD INC	06/01/87 06/01/97	28N	107W	3 Lots 2,3, S/2 10 ALL 11:ALL 13:ALL 14: E/2 23 NE/4 24 N/2, SW/4, N/2SE/4, SW/4SE/4	3,349.4400 3,349.4400	N/A	HBP
WYCWE0000035	USA WYW-108079	TEXACO EXPLORATION & PROD INC	03/01/88 03/01/98	28N	107W	6 Lots 1,5,6,7,8,9, NE/4SE/4, S/2SE/4 7 E/2 8 ALL 21 ALL 28 ALL	2,539.7400 2,539.7400	N/A	HBP
WYCWE0000077	USA WYW-133755	ULTRA RESOURCES, INC.	03/01/95 03/01/05	28N	107W	23 E/2W/2, W/2SE/4	240.0000 240.0000	N/A	NP
WYCWE000078A	CATHERINE CANESTRINI	HANSON & STRAHN INC	12/14/99 12/14/04	28N	107W	6 NW/4SE/4 14 SW/4SW/4	80.0000 8.8890	113 400	PD-UP
WYCWE000078B	ANNE M CASE	HANSON & STRAHN INC	12/14/99 12/14/04	28N	107W	6 NW/4SE/4 14 SW/4SW/4	80.0000 8.8890	113 390	PD-UP

EXHIBIT A-1

County: SUBLETTE
State: Wyoming
Prospect Name: POBLANO

LEASE CODE	LESSOR	LESSEE	LSE DTE / EXP DTE	TWNSP	RNGE	SECT	GROSS ACRES / NET ACRES	RECORDING BOOK	RECORDING PAGE	LEASE STATUS
WYCWE000078C	JOHN B & WILMA ERRAMOUSPE	HANSON & STRAHN INC	12/14/99 12/14/04	28N	107W	6 NW/4SE/4 14 SW/4SW/4	80.0000 8.8890	113	409	PD-UP
WYCWE000078D	JOSEPH J ERRAMOUSPE	HANSON & STRAHN INC	12/14/99 12/14/04	28N	107W	6 NW/4SE/4 14 SW/4SW/4	80.0000 8.8890	113	418	PD-UP
WYCWE000078E	SISTER MIRIAM GRACE ERRAMOUSPE	HANSON & STRAHN INC	12/14/99 12/14/04	28N	107W	6 NW/4SE/4 14 SW/4SW/4	80.0000 8.8890	113	427	PD-UP
WYCWE000078F	PAUL S & SUZAN ERRAMOUSPE	HANSON & STRAHN INC	12/14/99 12/14/04	28N	107W	6 NW/4SE/4 14 SW/4SW/4	80.0000 8.8890	113	437	PD-UP
WYCWE000078G	BERNADETTE M GOSAR	HANSON & STRAHN INC	12/14/99 12/14/04	28N	107W	6 NW/4SE/4 14 SW/4SW/4	80.0000 8.8890	113	447	PD-UP
WYCWE000078H	GRACE V & JOHN MOSSMAN	HANSON & STRAHN INC	12/14/99 12/14/04	28N	107W	6 NW/4SE/4 14 SW/4SW/4	80.0000 8.8890	113	456	PD-UP
WYCWE000078I	MARGARET L & JOSEPH SELLYEI	HANSON & STRAHN INC	12/14/99 12/14/04	28N	107W	26 NW/4SE/4 14 SW/4SW/4	80.0000 8.8890	113	465	PD-UP
WYCWE0000095	STATE OF WYOMING 00-00201	HANSON & STRAHN INC	04/02/00 04/02/05	27N	107W	8 NE/4SW/4, S/2SW/4, SW/4SE/4	160.0000 160.0000	N/A		NP
WYCWE0000096	STATE OF WYOMING 00-00202	HANSON & STRAHN INC	04/02/00 04/02/05	27N	107W	16 All	640.0000 640.0000	N/A		NP
WYCWE0000108	USA WYW-150872	HANSON & STRAHN INC	08/01/00 08/01/10	27N	107W	15 All 18 Lots 1, 2, 3, 4 (aka W/2W/2); E/2W/2; E/2	1,268.2000 1,268.2000	N/A		NP

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Exhibit A-2

Facilities

There are no facilities.

Wells

Well Name	API No.	Location
Poblano Federal #1-28 Well	49-035-22120	T28N-R107W, Sec. 28: NESE, Sublette County, WY
Poblano Federal #9-27 Well	49-035-22147	T28N-R107W, Sec. 27: NESE, Sublette County, WY
Poblano Federal #7-33 Well	49-035-22148	T28N-R107W, Sec. 33: SWNE, Sublette County, WY
Bull Draw #3-11 Well	49-035-21283	T28N-R107W, Sec. 11: NESW, Sublette County, WY
Radio Tower #1-8 Well	49-035-21679	T28N-R107W, Sec. 8: NE, Sublette County, WY
Juel Springs #3-2 Well	49-035-22109	T27N-R107W, Sec. 2: NENW, Sublette County, WY
TM #14-24 Well	49-035-22620	T29N-R107W, Sec. 24: NENE, Sublette County, WY

Abandoned Wells

Well Name	API No.	Location
Habanero Federal #14-21 Well	49-035-22766	T29N-R106W, Sec. 21: SESW, Sublette County, WY

Pipeline License

There are no pipeline Licenses.

Exhibit A-3

Encumbrances, Right of First Refusal

There are no Encumbrances or Right of First Refusal

Production Sales Contracts

Gas and Processing Letter Agreement dated December 17, 2001 by and between CamWest Exploration LLC, NXT Energy USA, Inc. and Mountain Gas Resources, Inc. (Poblano Prospect Area, Antelope Tail, Jonah East and Bull Draw Prospect Areas, Sublette County, Wyoming).

Crude Oil Purchase Agreement dated February 14, 2002 by and between Tesoro Refining and Marketing Company and CamWest Exploration LLC. (Poblano Prospect Area, Sublette County, Wyoming).

Agreements

Joint Exploration And Development Agreement by and among CamWest Limited Partnership and Pinnacle Oil International Inc., Pinnacle Oil Inc., and Pinnacle Oil Canada Ltd. dated April 3, 1998. The Agreement specifically includes and contains Area of Mutual Interest and Preferential Right to Purchase provisions.

Amendatory Letter Agreement dated November 3, 1999 by and between CamWest Exploration LLC and Pinnacle Oil International, Inc. and Pinnacle Oil Inc. covering the Poblano Prospect, Sublette County, Wyoming.

Amendatory Letter Agreement dated April 9, 2001 by and between CamWest Exploration LLC and Energy Exploration Technologies covering the Ice Caves Prospect, Billings County, North Dakota and the Antelope Tail Prospect, Sublette County, Wyoming.

Exploration Agreement by and between John P. Lockridge and CamWest Exploration LLC dated June 21, 2001 as amended by letter agreements dated December 5, 2001 and August 28, 2002. (Antelope Tail, Jonah East and Bull Draw Prospect Areas, Sublette County, Wyoming). The Agreement specifically includes and contains Area of Mutual Interest provisions.

Poblano/Juel Spring Exploration Agreement by and between CamWest Exploration LLC and Texaco Exploration and Production Inc. dated October 1, 1999. (Poblano Prospect Area, Sublette County, Wyoming). The Agreement specifically includes and contains Area of Mutual Interest provisions.

Farmout Agreement by and between Ultra Resources, Inc. and CamWest Exploration LLC dated September 1, 1999. (Poblano Prospect Area, Sublette County, Wyoming).

Farmout Agreement by and between Arrowhead Resources (USA) Ltd. and CamWest Exploration LLC dated September 1, 1999. (Poblano Prospect Area, Sublette County, Wyoming).

Farmout Agreement by and between Holmes P. McLish, Walter K. Arbuckle and Elliott A. Riggs and CamWest Exploration LLC dated September 1, 1999. (Poblano Prospect Area, Sublette County, Wyoming).

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS THAT

WHEREAS by Assignment of Overriding Royalty Interest dated May 2, 2004 and recorded on June 2, 2004 in the records of Sublette County, Wyoming in Book 127 O&G Page 581, Susan Anne Samuelson intended to convey all of her overriding royalty interest in lease W 026026 to SAS Royalties LLC, a Wyoming flexible LLC; and

WHEREAS she had failed to describe those lands described below herein;

NOW THEREFORE Susan Samuelson, also known as Susan Anne Samuelson, with an address of 1960 US Highway 85, Cheyenne, Wyoming 82009 (hereinafter referred to as "Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, convey, transfer, assign and deliver, without warranty of title, express or implied, all of Assignor's right, title and interest in and to any overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced from or attributable to lands set out in and covered by the oil and gas lease(s), and any segregations, extensions or renewals thereof, described in Exhibit "A" attached hereto and made a part hereof, unto SAS Royalties LLC, a Wyoming flexible limited liability company, with an address of 1960 US Highway 85, Cheyenne, Wyoming 82009 (hereinafter referred to as "Assignee").

TO HAVE AND TO HOLD the overriding royalty interest herein conveyed unto Assignee, its successors and assigns, forever, together with all of Assignor's interest under any Unit Agreement, Communitization Agreement or Pooling Agreement covering said interest and subject to all matters of record.

Duplicate original copies of this Assignment may be executed for purposes of recording in the real property records of Sublette County, Wyoming, and filing with the Wyoming Office of the Bureau of Land Management.

IN WITNESS WHEREOF, this assignment is executed this 28 day of March 2005, to be effective as between the parties as of January 1, 2004.

Susan Samuelson
Susan Samuelson, also known as Susan Anne Samuelson

STATE OF Wyoming)
COUNTY OF Laramie) ss.

The foregoing instrument was acknowledged before me this 28 day of March 2005, by Susan Samuelson, also known as Susan Anne Samuelson.

My commission expires: Feb. 15, 2009

Witness my hand and official seal.

R. GARAVENTA- NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES FEB 15, 2009

R. Garaventa
Notary Public

J:\Thompson\SAS Royalties LLC\Corporate\Susan Additional Assignment of Overriding Royalty Interest(Lot 9).wpd

310332

RECORDED April 4 05 3:30 P.M.
IN BOOK 130 O+G PAGE 46
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING

EXHIBIT "A"

Attached to and made a part of that certain assignment of Overriding Royalty Interest dated effective January 1, 2004, by and between Susan Samuelson, also known as Susan Anne Samuelson, as Assignor and SAS Royalties LLC, as Assignee.

Recorded Book - Page	Lessor	Lease Date	Exp. Date	Legal Description
12-246	USA W 026026	4/1/50	HBP	T31N R109W Section 11: Lot 1 (28.93 acres) Section 12: Lot 9 (22.02 acres) together with all the bed of the New Fork River between the mean high water mark and the medial lines thereof in front of and appurtenant to Lot 1 of Section 11 and Lots 8, 9 and 10 of Section 12, T.31N., R.109W., 6th P.M.

RATIFICATION OF ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT, Ultra Resources, Inc., 304 Inverness Way South, Suite 295, Englewood, CO 80112-5825, and Lance Oil & Gas Company, Inc., 1099 18th Street, Suite 1200, Denver, CO 80202, for the sum of ONE DOLLAR ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, do hereby adopt, ratify and confirm that certain Assignment of Overriding Royalty Interest dated March 25, 1998 by and between Ultra Resources, Inc., as Assignor and John E. Lucken Trust UTA dated March 17, 1979, John and Mary Lucken, Trustees, Melange & Associates, Inc., Patricia Hughes, Leah Rachel Hughes, Marcus Garrett Hughes and Alexander Drake Hughes, as Assignees, covering the following described lands in Sublette County, Wyoming, to wit:

Lessor:	USA WYW-144993 (formerly WYW-06283)
Lease Date:	6/1/51
Lands Covered:	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: Township 31 North, Range 108 West Section 19: Lot 3,4, E/2SW/4 Section 30: Lots 1-4, E/2W/2 Section 31: Lots 1-4, E/2W/2

which Assignment is recorded in Book 107 O & G at Page 203 of the records of Sublette County, Wyoming.

AND THEREFORE, for said consideration Ultra Resources, Inc. and Lance Oil & Gas Company, Inc. and do hereby convey, transfer, assign and deliver without warranty, express or implied, a proportionately reduced overriding royalty interest, effective March 25, 1998, in the above described lands for the purposes stated and as depicted in that certain Assignment of Overriding Royalty Interest dated March 25, 1998 and do further covenant and agree that said Assignment shall be held to cover all right, title and interest of Lance Oil & Gas Company, Inc. in and to said lands with the same force and effect as if Lance Oil & Gas Company, Inc. had joined in the execution thereof at the same time as Ultra Resources, Inc.

THIS RATIFICATION shall be binding upon the heirs, successors-in-interest, devisees or assigns of the undersigned.

IN WITNESS WHEREOF, this instrument is signed on this 19TH day of July, 2004.

ULTRA RESOURCES INC.

Robin Benko
Attorney-in-fact

310343

LANCE OIL & GAS COMPANY, INC.

By: Mark R. Petry, Attorney-In-Fact

RECORDED April 5 2005 8:15 AM
IN BOOK 130 O+G PAGE 48
FEES $ 11.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by L. Freeman

RECEIVED
JUL 21 2004
D/O DEPT.

[redacted] [redacted] [redacted]

ACKNOWLEDGMENTS

STATE OF COLORADO)
) SS
COUNTY OF DOUGLAS)

On this 19TH day of JULY, 2004, before me personally appeared Robin Benko, to me personally known, who, being by me duly sworn, did say that she is the Land Manager and Attorney-in-fact of Ultra Resources, Inc., and that this instrument was signed in behalf of said corporation by the authority of its Board of Directors and said Robin Benko acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 19TH day of JULY 2004.

Nicki M. Smaldone
Notary Public

My Commission Expires:

4·10·06

NICKI M. SMALDONE NOTARY PUBLIC STATE OF COLORADO

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

On this 11th day of March, 2005, before me personally appeared Mark L. Petty, to me personally known, who, being by me duly sworn, did say that he is the Attorney-In-Fact of Lance Oil & Gas Company, Inc., and that this instrument was signed in behalf of said corporation by the authority of its Board of Directors and said Mark L. Petty acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 11th day of March 2005.

Notary Public

My Commission Expires:

9-11-2007

GRETCHEN M'DARNAY
Notary Public
State of Colorado

STIPULATION OF INTEREST

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned are the owners of certain working interests and/or record title interests in the lease described as follows:

Bureau of Land Management Lease WYW-015316
Dated June 1, 1952
Lands Covered: INSOFAR AND ONLY INSOFAR AS LEASE COVERS:

Township 30 North, Range 108 West
Section 4: SW/4

Township 31 North, Range 108 West
Section 29: SE/4
Section 32: E/2
Section 33: SW/4
Sublette County, Wyoming

WHEREAS, by Assignment of Overriding Royalty dated May 5, 1998, effective March 1, 1994, Ultra Resources, Inc. assigned a 5% overriding royalty, proportionately reduced by Assignor's interest therein, to Gasconade Oil Company, The Roy Dubitzky Trust and Riggs Oil and Gas Corporation, ("Overriding Royalty Interests").

WHEREAS, by Transfer of Operating Rights dated October 1, 1999 approved effective November 1, 1999, McMurry Oil Company conveyed an additional 8.333% interest to Ultra Resources Inc. and Lance Oil & Gas Company, Inc.

WHEREAS, since the assignment of the additional 8.333% from McMurry Oil Company was subsequent to the assignments into the "Overriding Royalty Interests" it is unclear whether the Overriding Royalty Interests burden this additional working interest acquired by Ultra Resources, Inc. and Lance Oil & Gas Company.

NOW, THEREFORE, the undersigned do stipulate and agree amongst themselves that the above "Overriding Royalty Interests" burden the additional working interest of Ultra Resources Inc. and Lance Oil & Gas Company and that these "Overriding Royalty Interests" burden Ultra Resources 85% and Lance Oil & Gas Company 15%.

IN WITNESS WHEREOF, the parties hereto have executed this STIPULATION OF INTEREST on the date and year appearing in the Acknowledgement for each of the undersigned.

ULTRA RESOURCES, INC.

BY: Robin Benko
Robin Benko
Attorney-in-fact

310344

RECORDED April 5 2005 8:15 M
IN BOOK 130 O+G PAGE 50
FEES $ 11.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by L. Freeman

LANCE OIL & GAS COMPANY, INC.

BY: [signature]
Mark R. Petry, Attorney-in-Fact

[redacted] [redacted] [redacted]

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 16th day of MARCH, 2005, by **Robin Benko, Attorney-in-Fact for Ultra Resources, Inc.**

My Commission expires:

4.10.06
(Seal if any)

Nicki M. Smaldone
Notary Public

NICKI M. SMALDONE NOTARY PUBLIC STATE OF COLORADO

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 11th day of March, 2005, by Mark L. Petry, Attorney-in-Fact on behalf of **Lance Oil & Gas Company.**

My Commission expires:

9-11-2007
(Seal if any)

Notary Public

GRETCHEN M DARNAY
Notary Public
State of Colorado

STIPULATION OF INTEREST

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned are the owners of certain working interests and/or record title interests in the leases described as follows:

Bureau of Land Management Lease WYW-015316
Dated June 1, 1952
Covering Township 30 North, Range 108 West
Section 4: Lot 3 & 4, S/2NW/4, S/2
Section 9: N/2
Section 10: NW/4

Township 31 North, Range 108 West
Section 29: SE/4
Section 32: E/2
Section 33: SW/4

Sublette County, Wyoming

WHEREAS, by Assignment of Overriding Royalty dated March 25, 1998, Ultra Resources, Inc. assigned an undivided 1% overriding royalty interest, proportionately reduced by Assignor's interest therein, to John E. Lucken Trust UTA dated March 17, 1979, John E. and Mary T. Lucken, Trustees, Melange Associates, Inc., Patricia Granger Hughes, Leah Rachel Hughes, Marcus Garrett Hughes and Alexander Drake Hughes, ("Overriding Royalty Interests").

WHEREAS, by Transfer of Operating Rights dated October 1, 1999 approved effective November 1, 1999, McMurry Oil Company conveyed an additional 8.333% interest to Ultra Resources Inc. and Lance Oil & Gas Company, Inc.

WHEREAS, since the assignment of the additional 8.333% from McMurry Oil Company was subsequent to the assignments into the "Overriding Royalty Interests" it is unclear whether the Overriding Royalty Interests burden this additional working interest acquired by Ultra Resources, Inc. and Lance Oil & Gas Company.

NOW, THEREFORE, the undersigned do stipulate and agree amongst themselves that the above "Overriding Royalty Interests" burden the additional working interest of Ultra Resources Inc. and Lance Oil & Gas Company and that these "Overriding Royalty Interests" burden Ultra Resources 85% and Lance Oil & Gas Company 15%.

IN WITNESS WHEREOF, the parties hereto have executed this STIPULATION OF INTEREST on the date and year appearing in the Acknowledgement for each of the undersigned.

ULTRA RESOURCES, INC.

BY: Robin Benko
Robin Benko
Attorney-in-fact

310345

RECORDED April 5 2005 8:15 AM
IN BOOK 130 019 PAGE 52
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
by L. Freeman

LANCE OIL & GAS COMPANY, INC.

BY: _____
Mark R. Petry, Attorney-in-Fact

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 11TH day of MARCH, 2005, by **Robin Benko, Attorney-in-Fact for Ultra Resources, Inc.**

My Commission expires:

4·10·06
(Seal if any)

Nicki M. Smaldone
Notary Public

NICKI M. SMALDONE NOTARY PUBLIC STATE OF COLORADO

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 11th day of March, 2005, by ~~T~~Mark R. Retty, Attorney-in-Fact ~~on~~ behalf of **Lance Oil & Gas Company.**

My Commission expires:

9-11-2007
(Seal if any)

Notary Public

GRETCHEN M DARNAY
Notary Public
State of Colorado

310346

RECORDED April 5 2005 8:30 A.M.
IN BOOK 130 Q+9 PAGE 54
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 March 1, 2005 for purposes of revenue distributions stemming from the properties listed herein (the "effective time"), and is by and between PAN XIAOYAN, whose address is 21009 Seven Springs Parkway, Cupertino, CA 95014 (hereinafter referred to as "Grantor"), and HONG TAO CHEN IRA, RBC DAIN RAUSCHER, CUSTODIAN, whose address is 21009 Seven Springs Parkway, Cupertino, CA 95014 (hereinafter referred to as "Grantee");

WHEREAS, it is the intention of Grantor to convey to Grantee 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");

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 GRANTEE all of Grantor's right, title and interest in and to the Interests.

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

1. GRANTOR HAS NOT MADE, AND GRANTOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND GRANTEE 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 GRANTEE BY OR ON BEHALF OF GRANTOR, (b)

[redacted] [redacted] [redacted]

THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITTY 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 QUANTITTY, 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 GRANTEE 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 GRANTEE IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS GRANTEE IS RELYING SOLELY UPON HIS/HER/ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE GRANTEE WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS GRANTEE DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. GRANTOR AND GRANTEE AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. GRANTOR AND GRANTEE 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 11 day of March, 2005, but shall be effective as of the Effective Time first above written.

PAN XIAOYAN, Grantor

Pan Xiaoyan

People's Republic of China)
Municipality of Beijing)
Embassy of the United) **SS:**
States of America)
STATE OF _____ }
}
COUNTY OF _____ }

This instrument was acknowledged before me on the 11th day of March, 2005, by Pan Xiaoyan, and was done so specifically for the purposes herein set forth.

SEAL

Jemma W. Bishop

~~Notary Public in and for State of Texas~~

My Commission Expires: N/A

Jemma W. Bishop
Consular Associate

Exhibit "A" to that certain Conveyance dated March _____, 2005, but effective as of March 1, 2005, by and between Pan Xiaoyan, Grantor, and Hong Tao Chen IRA, Grantee

All right, title and interest acquired under Assignment dated effective as of November 1, 2003, which instrument was recorded as Instrument Number 305885 in Book 128, Page 259 in the Oil and Gas Records of Sublette County, Wyoming, wherein Noble Royalties, Inc, was Assignor and Pan Xiaoyan was Assignee.

310347

RECORDED April 5 2005 8:30 A.M.
IN BOOK 300 v 9 PAGE 58
FEES $ 17.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, 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)

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

This CONVEYANCE is dated to be effective as of March 1, 2005 for purposes of revenue distributions stemming from the properties listed herein (the "effective time"), and is by and between PAN XIAOYAN, whose address is 21009 Seven Springs Parkway, Cupertino, CA 95014 (hereinafter referred to as "Grantor"), and HONG TAO CHEN IRA, RBC DAIN RAUSCHER, CUSTODIAN, whose address is 21009 Seven Springs Parkway, Cupertino, CA 95014 (hereinafter referred to as "Grantee");

WHEREAS, it is the intention of Grantor to convey to Grantee 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");

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 GRANTEE all of Grantor's right, title and interest in and to the Interests.

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

1. GRANTOR HAS NOT MADE, AND GRANTOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND GRANTEE 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 GRANTEE BY OR ON BEHALF OF GRANTOR, (b)

[redacted] [redacted] [redacted]

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 GRANTEE 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 GRANTEE IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS GRANTEE IS RELYING SOLELY UPON HIS/HER/ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE GRANTEE WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS GRANTEE DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. GRANTOR AND GRANTEE AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. GRANTOR AND GRANTEE 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 11 day of March, 2005, but shall be effective as of the Effective Time first above written.

PAN XIAOYAN, Grantor

Pan Xiaoyan

People's Republic of China)
Municipality of Beijing)
Embassy of the United)
States of America)

SS:

STATE OF _____ }
} :SS
COUNTY OF _____ }

This instrument was acknowledged before me on the 11th day of March, 2005, by Pan Xiaoyan, and was done so specifically for the purposes herein set forth.

SEAL

Jemma W. Bishop
~~Notary Public in and for State of Texas~~

My Commission Expires: N/A

Jemma W. Bishop
Consular Associate

Exhibit "A" to that certain Conveyance dated March _____, 2005, but effective as of March 1, 2005, by and between Pan Xiaoyan, Grantor, and Hong Tao Chen IRA, Grantee

All right, title and interest acquired under Assignment dated effective as of November 1, 2003, which instrument was recorded as Instrument Number 302971 in Book 127, Page 130 in the Oil and Gas Records of Sublette County, Wyoming, wherein Noble Royalties, Inc, was Assignor and Pan Xiaoyan was Assignee.

62

After recording return to:
Ireland Stapleton Pryor & Pascoe PC
1675 Broadway, #2600
Denver, CO 80202.
Attn: Mary Kay Engel, Paralegal

RECORDED April 12 ..05 10:30 A
IN BOOK 130 O+G PAGE 62
FEES $ 17.00 ..... CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By D. Freeman

(2)

310439

LEASE ASSIGNMENT

THIS LEASE ASSIGNMENT (the "***Assignment***") is made as of the 28TH day of March, 2005, by and between **Margaret L. Buyer,** whose address is 120 Pennsylvania Avenue, Patagonia, Arizona 85624 ("***Assignor***"), and **O Bar Y Ranch, LLC,** a Delaware limited liability company, whose address is Partner Fund Management, L.P., One Market Plaza, Steuart Tower, 22nd Floor, San Francisco, California 94105 ("***Assignee***").

Recitals

A. Assignor is the Lessor under that certain Oil and Gas Lease dated August 18, 2002, and recorded on August 20, 2002, in the real property records of the County Clerk of Sublette County, Wyoming, at Book 122 O&G, page 593 (the "***Lease***"), between Assignor as Lessor and Duncan M. O'Brien as Lessee.

B. Assignor desires to assign, and Assignee desires to assume, all of Assignor's rights and obligations under the Lease, subject to the terms and conditions set forth below.

C. The legal description of the real property subject to the lease is set forth on ***Exhibit A*** attached hereto.

Agreements

In consideration of the mutual covenants found herein and for other good and valuable consideration the adequacy of which is admitted by all parties, the parties agree as follows:

1. Assignor hereby assigns, conveys, transfers, and delivers to Assignee all of Assignor's right, title and interest in and to the Lease.

2. Assignee hereby assumes and agrees to be primarily liable for the performance of all of the terms of the Lease accruing after execution and delivery of this Agreement. Assignor expressly retains all liability and obligations under the Lease accruing prior to the execution and delivery of this Assignment.

3. Assignor represents and warrants to Assignee that, as of the date hereof, no other person or entity holds any interest whatsoever in, to or under the Lease, and Assignor's interest in the Lease (as Lessor) has not been assigned in whole or in part to any other person or entity.

4. This Assignment may be executed in one or more counterparts, which, when taken together, shall constitute one and the same document.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

Assignor:

Margaret L. Buyer
Margaret L. Buyer

Assignee:

The O Bar Y Ranch, LLC, a Delaware limited liability company

By: _____
Its: _____

STATE OF Arizona)
) ss.
COUNTY OF Santa Cruz)

The foregoing Lease Assignment was acknowledged before me this 28th day of March, 2005, by Margaret L. Buyer.

WITNESS my hand and official seal.

OFFICIAL SEAL
JANICE A DUPONT
NOTARY PUBLIC - State of Arizona
PIMA COUNTY
My Comm. Expires May 19, 2008

Janice A DuPont
Notary Public

My commission expires: May 19, 2008

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Lease Assignment was acknowledged before me this _____ day of March, 2005, by _____, for O Bar Y Ranch, LLC, a Delaware limited liability company.

WITNESS my hand and official seal.

_____
Notary Public

My commission expires:

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

Assignor:

Margaret L. Buyer
Margaret L. Buyer

Assignee:

The O Bar Y Ranch, LLC, a Delaware limited liability company

By: _____
Its: Sole Member

STATE OF Arizona)
) ss.
COUNTY OF Santa Cruz)

The foregoing Lease Assignment was acknowledged before me this 28th day of March, 2005, by Margaret L. Buyer.

WITNESS my hand and official seal.

OFFICIAL SEAL
JANICE A DUPONT
NOTARY PUBLIC - State of Arizona
PIMA COUNTY
My Comm. Expires May 19, 2008

_____
Notary Public

My commission expires: May 19, 2008

STATE OF California)
) ss.
COUNTY OF San Francisco)

The foregoing Lease Assignment was acknowledged before me this 31 day of March, 2005, by Christopher A. Jones, for O Bar Y Ranch, LLC, a Delaware limited liability company.

WITNESS my hand and official seal.

_____
Notary Public

My commission expires: 7/24/06

CRS 2
P.L. DAVIS
COMM. # 1362512
NOTARY PUBLIC - CALIFORNIA
SAN FRANCISCO COUNTY
My Comm Expires July 24, 2006
CRS 2

[redacted] [redacted] [redacted]

Exhibit A

Township 37 North, Range 110 West of the 6th P.M.

Section 20: S1/2 SW1/4
Section 28: SW1/4 NE1/4, S1/2 NW1/4, W1/2 SE1/4, SW1/4
Section 29: NE1/4, N1/2 NW1/4, SE1/4 NW1/4, N1/2 SE1/4, SE1/4 SE1/4

County of Sublette, State of Wyoming.

66

316467

RECORDED April 13, 2005 1:30 P M
IN BOOK 130 Bk A PAGE 66
FEES $ 14.00 Mary Lou Hyde CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lu Freeman

ASSIGNMENT OF OVERRIDING ROYALTY
Mesa 3-18d Well

Anschutz Resources 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 3-18d Well located in the SENW of Sec. 18, 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:

Hal B. Koerner, Jr., and Diane Lynn Koerner,
as Joint Tenants with ROS
6811 Hillridge Place
Parker, Colorado 80134
.0075 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 3-18d, located in the SENW of Sec. 18, Township 32 North, Range 109 West, Sublette County, Wyoming, pursuant to the terms of that certain Joint Operating Agreement dated November 14, 1997, 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 3-18d 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.

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 31st day January, 2005 to be effective as of January 1, 2005.

ATTEST:

By: _____
Judith A. Paisley
Assistant Secretary

ANSCHUTZ RESOURCES 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 Resources 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 31st day of January, 2005.

SEAL

_____
Cecily Ann Voruz, Notary Public

My commission expires:
January 27, 2006

NOTARY PUBLIC
CECILY ANN VORUZ
STATE OF COLORADO

S:\Land\DIVISION ORDER-OPERATED\32N-18 MESA 03-18d-PRO-bpx\BPO Assignment\BPO-APO ORR.doc

Exhibit "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated effective January 1st 2005 by and between Anschutz Resources Corporation and Hal B. Koerner, Jr. et ux.

Oil and Gas Lease Serial No. WYW-135123 dated 2/1/1995, by and between the United States of America as Lessor, and Cenex Inc., as Lessee, covering, among other lands, T32N-R109W, Sec. 18: SENW, Sublette County, Wyoming.

RECORDED April 13 2005 1:30 P M
IN BOOK 130 Qy D PAGE 69
FEES 14.00 Mary L Gl COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by L Freeman

Mesa 9-22bd

310468

ASSIGNMENT OF OVERRIDING ROYALTY
Mesa 9-22bd

Anschutz Resources 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:

Hal B. Koerner, Jr., and Diane Lynn Koerner,
as Joint Tenants with Right of Survivorship
6811 Hillridge Place
Parker, CO 80134
.010301of 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 is 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.

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 31st day of January, 2005 to be effective as of January 1, 2005.

ATTEST:

ANSCHUTZ RESOURCES CORPORATION

By: _____
Judith A. Paisley
Assistant Secretary

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 Resources 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 31st day of January, 2005.

SEAL

_____
Cecily Ann Voruz, Notary Public

My commission expires:
January 27, 2006

NOTARY PUBLIC
CECILY ANN VORUZ
STATE OF COLORADO

[redacted] [redacted] [redacted]

Mesa 9-22bd

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated effective January 1, 2004 by and between Anschutz Resources Corporation and Hal B. Koerner, Jr., et ux.

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, the NWNESE-22-T32N-R109W.

310469

RECORDED April 13 2005 1:30 P.M.
IN BOOK 130 PAGE 12
FEES $ 40.00
SUBLETTE COUNTY, WYOMING
Freeman

Mesa 10-22d

ASSIGNMENT OF OVERRIDING ROYALTY

Anschutz Resources 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:

Hal B. Koerner, Jr., and Diane Lynn Koerner,
as Joint Tenants with Right of Survivorship
6811 Hillridge Place
Parker, CO 80134
.00972 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 is 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.

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 31st day of January, 2005 to be effective as of January 1, 2005.

ATTEST:

By: _____
Judith A. Paisley
Assistant Secretary

ANSCHUTZ RESOURCES 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 Resources 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 31st day of January, 2005..

SEAL

_____
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 January 1, 2004 by and between Anschutz Resources Corporation and Hal B. Koerner, Jr., et ux.

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, the NWSE-22-T32N-R109W.

310470

Gpsd 13 '05 1:30 P
IN BOOK 130 Or 2 PAGE 75
FEES $ 14.00 SUBLETTE COUNTY, WYOMING
Lucy L. Freeman

Mesa 15-22d

ASSIGNMENT OF OVERRIDING ROYALTY

Anschutz Resources 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:

Hal B. Koerner, Jr., and Diane Lynn Koerner,
as Joint Tenants with Right of Survivorship
6811 Hillridge Place
Parker, CO 80134
.0075 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 is 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.

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 31st day of January, 2005 to be effective as of January 1, 2005.

ATTEST:

By: _____
Judith A. Raisley
Assistant Secretary

ANSCHUTZ RESOURCES 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 Resources 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 31st day of January, 2005.

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 January 1, 2005 by and between Anschutz Resources Corporation and Hal B. Koerner, Jr., et ux.

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, the SWSE-22-T32N-R109W.

310471

RECORDED April 13 2005 1:30 PM
IN BOOK 120 Or 4 PAGE 78
FEES $ 14.00 Mary L Lobb COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by L. Freeman

Mesa 16-22bd

ASSIGNMENT OF OVERRIDING ROYALTY
Mesa 16-22bd

Anschutz Resources 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:

Hal B. Koerner, Jr., and Diane Lynn Koerner,
as Joint Tenants with Right of Survivorship
6811 Hillridge Place
Parker, CO 80134
.010301 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 is 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.

[redacted] [redacted] [redacted]

Mesa 16-22bd

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated effective January 1, 2005 by and between Anschutz Resources Corporation and Hal B. Koerner, Jr., et ux

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, the NWSESE-22-T32N-R109W.

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 31st day of January, 2005 to be effective as of January 1, 2005.

ATTEST:

By: _____
Judith A. Bailey
Assistant Secretary

ANSCHUTZ RESOURCES 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 Resources 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 31st day of January, 2005.

SEAL

_____
Cecily Ann Voruz, Notary Public

My commission expires:
January 27, 2006

NOTARY PUBLIC
CECILY ANN VORUZ
STATE OF COLORADO

310472

April 13 05:30 P
IN BOOK 130 Orb PAGE 81
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING

ASSIGNMENT OF OVERRIDING ROYALTY
Mesa 3-35d Well

Anschutz Resources 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 3-35d Well located in the NENW of Sec. 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:

Hal B. Koerner, Jr., and Diane Lynn Koerner,
as Joint Tenants with ROS
6811 Hillridge Place
Parker, Colorado 80134
.015 of 1% of 8/8ths

The above stated overriding royalty opposite the party's 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 3-35d, located in the NENW 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 3-35d 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.

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 31st day January, 2005 to be effective as of January 1, 2005.

ATTEST:

By: _____
Judith A. Paisley
Assistant Secretary

ANSCHUTZ RESOURCES 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 Resources 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 31st day of January, 2005.

SEAL

_____
Cecily Ann Voruz, Notary Public

My commission expires:
January 27, 2006

NOTARY PUBLIC
CECILY ANN
VORUZ
STATE OF COLORADO

S:\Land DIVISION ORDER-OPER (CD\32N-35 MESA 03-35d-PRO-bpo\BPO Assignment\BPO-APO ORR.doc

[redacted] [redacted] [redacted]

Exhibit "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated effective January 1st 2005 by and between Anschutz Resources Corporation and Hal B. Koerner, Jr., et ux.

Oil and Gas Lease Serial No. W-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 T32N-R109W, Sec. 35: NENW, Sublette County, Wyoming.

84

310473

April 13, 2001, 1:30 P
IN BOOK 130 Misc 84
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Mesa 16-35d

ASSIGNMENT OF OVERRIDING ROYALTY

Anschutz Resources 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:

Hal B. Koerner, Jr., and Diane Lynn Koerner, as
Joint Tenants with ROS
6811 Hillridge Place
Parker, CO 80134
.0075 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.

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.

H

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 31st day January, 2005 to be effective as of January 1, 2005.

ATTEST:

ANSCHUTZ RESOURCES CORPORATION

By: _____
Judith A. Paisley
Assistant Secretary

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 Resources 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 31st day of January, 2005.

SEAL

_____
Cecily Ann Voruz, 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 January 1, 2005 by and between Anschutz Resources Corporation and Hal B. Koerner, Jr., et us.

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, the NESESE-35-132N-R109W.

310474

April 13 05 1:30 Pm (87)
130 0. Hamilton Kyhl
FEES $ 14.00 COUNTY C
SUBLETTE COUNTY CLERK PINEDALE WYOM
Lyla Freeman

Mesa 16-35cd

ASSIGNMENT OF OVERRIDING ROYALTY

Anschutz Resources 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:

Hal B. Koerner, Jr., and Diane Lynn Koerner, as
Joint Tenants with ROS
6811 Hillridge Place
Parker, CO 80134
.0075 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.

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.

RC

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 31stth day January, 2005 to be effective as of January 1, 2005.

ATTEST:

By: _____
Judith A. Paisley
Assistant Secretary

ANSCHUTZ RESOURCES 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 Resources 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 31st day of January, 2005.

SEAL

_____
Cecily Ann Voruz, 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 January 1, 2005 by and between Anschutz Resources Corporation and Hal B. Koerner, Jr., et ux.

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, the SESESE-35-T32N-R109W.

April 12 05 1:30 P
IN BOOK 120 Page 98
FEES $ 14.00
SUBLETTE COUNTY WYOMING
By L. Freeman

310475

Gannett 11-16

ASSIGNMENT OF OVERRIDING ROYALTY

Anschutz Resources 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-T33N-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:

Hal B. Koerner, Jr., and Diane Lynn Koerner,
as Joint Tenants with Right of Survivorship
6811 Hillridge Place
Parker, CO 80134
.0575 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-T33N-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.

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 31st day of January, 2005 to be effective as of January 1, 2005.

ATTEST:

By: _____
Judith A. Ralsley
Assistant Secretary

ANSCHUTZ RESOURCES 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 Resources 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 31st day of January, 2005.

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 January 1, 2005 by and between Anschutz Resources 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, the NESW-16-T33N-R109W.

[redacted] [redacted] [redacted]

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment"), dated effective March 1, 2005 at 12:01 a.m. Central Time (the "Effective Time"), is from Berco Resources, LLC, a Delaware limited liability company, 1200 Seventeenth Street, Suite 600, Denver, Colorado 80202 ("Berco" or "Assignor") to Whiting Oil and Gas Corporation ("Assignee").

For $100.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, grants, bargains and conveys to Assignee all of Assignor's right, title and interest in and to the following real and personal property interests (collectively, the "Assets"):

a. The oil, gas and/or mineral leases, rights-of-way and other agreements specifically described in Exhibit A (the "Leases"), the lands described in Exhibit A (the "Lands") and the oil, gas and other hydrocarbons ("Hydrocarbons") attributable to the Leases or Lands, including without limitation, all oil, gas and/or other mineral leases, leasehold estates and interests, all mineral, royalty, overriding royalty, production payment, reversionary, net profits, contractual leasehold and other similar rights, estates and interests in the Leases or Lands, together with all the property and rights incident thereto, including all rights in any pooled, unitized or communitized acreage by virtue of the Lands or Leases being a part thereof and all Hydrocarbons produced from the pool or unit allocated to any such Lands or Leases;

b. The oil and gas wells specifically described in Exhibit B but limited to the depths and formations covered by the Leases and the Material Agreements (the "Wells"), together with all other oil and gas wells and all water, injection and disposal wells on the Lands or on lands pooled or unitized therewith, and all personal property, equipment, fixtures, improvements, permits, rights-of-way and easements located on the Lands or used in connection with the production, gathering, treatment, processing, storing, transportation, sale or disposal of Hydrocarbons or water produced from the properties and interests described in paragraph a.;

c. The unitization, pooling and communitization agreements, declarations and orders, and the units created thereby and all other such agreements relating to the properties and interests described in paragraphs a. and b. and to the production of Hydrocarbons, if any, attributable to said properties and interests;

d. All existing and effective sales, purchase, exchange, gathering agreements, service agreements and other contracts, agreements and instruments, which relate and only insofar as they relate, to the properties and interests described in paragraphs a. through c.;

e. All proprietary seismic data, licensed seismic data related to the interests described in paragraphs a. through d., subject to ~~the third party licensing restrictions or~~ other restrictions on disclosure or transfer; and

31050[3]

RECORDED April 18 2005 8:50AM
IN BOOK 130016 PAGE 93
FEES $54.00 [illegible] CLERK
SUBLETTE COUNTY PINEDALE WYOMING
By [illegible]

f. The files, records and data relating to the items described in paragraphs a. through g. maintained by Assignor, but excluding the foregoing subject to the unaffiliated third party contractual restrictions on disclosure or transfer (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. This Assignment is being made pursuant to the terms of the Purchase and Sale Agreement dated effective March 1, 2005, between Assignor and Assignee (the "PSA"). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the PSA. If there is a conflict between the terms of this Assignment and the terms of the PSA, the terms of the PSA shall control in all respects. The Assignor and Assignee intend that the terms of the PSA remain separate and distinct from and not merge into the terms of this Assignment.

B. ASSIGNOR WARRANTS 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.

C. 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, IT BEING EXPRESSLY UNDERSTOOD BY ASSIGNEE THAT SAID PERSONAL PROPERTY, FIXTURES, EQUIPMENT AND ITEMS ARE BEING CONVEYED TO ASSIGNEE "AS IS, WHERE IS," WITH ALL FAULTS AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR; PROVIDED, HOWEVER, THAT NOTHING CONTAINED IN THIS ASSIGNMENT SHALL LIMIT ANY OF ASSIGNOR'S INDEMNITY OBLIGATIONS UNDER THE PSA.

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. Assignee assumes and agrees to pay, perform, fulfill and discharge its proportionate share of all claims, costs, expenses, liabilities and obligations accruing or relating to the owning, developing, exploring, operating or maintaining of the Assets after the Effective Time, and all obligations arising under agreements covering or relating to the Assets, all as more particularly set forth in the PSA. Assignor and Assignee have apportioned other liabilities and obligations in the PSA.

F. 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 PSA or other documents executed in connection therewith.

G. Assignor to Assignee may execute separate governmental form assignments of the Assets on officially approved forms, 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.

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

EXECUTED on the dates contained in the acknowledgments of this Assignment, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

BERCO RESOURCES, LLC

By: _____
Timothy R. Morris, Vice President

ASSIGNEE:

WHITING OIL AND GAS CORPORATION

By: _____
David M. Seery, Vice President

ACKNOWLEDGEMENTS

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

The foregoing instrument was acknowledged before me this 31st day of March 2005, by David M. Seery, as Vice President of Whiting Oil and Gas Corporation, a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal.
My commission expires: 2-5-05

Notary Public



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

The foregoing instrument was acknowledged before me this 31st day of March 2005, by Timothy R. Morris, as Vice President of Berco Resources, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Witness my hand and official seal.
My commission expires: 2-5-05

Notary Public



EXHIBIT A

LEASE ID	LESSOR	LESSEE	PROSPECT	DATED	BOOK	PAGE	ENTRY	COUNTY	STATE
1674.00	USA WYW 094551	TERRA RESOURCES INC	BIRD CANYON FIELD	SEPTEMBER 13, 1985				SUBLETTE	WYOMING
DESC:	TOWNSHIP 27 NORTH, RANGE 111 WEST SECTION 21: N/2N/2 ROW FOR TWO ACCESS ROADS 40' X 1.9 MI								
1676.00	USA WYW 54137	MELVIN MEESTER	BIRD CANYON FIELD	APRIL 1, 1976	64	155		SUBLETTE	WYOMING
DESC:	TOWNSHIP 27 NORTH, RANGE 111 WEST SEC. 21: W/2, NE/4								
1677.00	USA WYW 54913	RAINBOW RESOUCRES INC	BIRD CANYON FIELD	JUNE 1, 1976				SUBLETTE	WYOMING
DESC:	TOWNSHIP 27 NORTH, RANGE 112 WEST SEC. 14: S/2								
1678.00	USA WYW 096253	TERRA RESOURCES INC	BIRD CANYON FIELD	DECEMBER 2, 1985				SUBLETTE	WYOMING
DESC:	TOWNSHIP 27 NORTH, RANGE 111 WEST SEC. 19: S/2S/2 SEC. 20: E/2NE/4, SW/4NE/4, SW/4, NW/4SE/4 SEC. 21: N/2N/2, SW/4NW/4, NW/4SW/4 TOWNSHIP 27 NORTH, RANGE 112 WEST SEC. 25: N/2, E/2SE/4 SEC. 36: NE/4NE/4								
1679.00	USA WYW 57811	FRED GOODSTEIN	BIRD CANYON FIELD	OCTOBER 1, 1977				SUBLETTE	WYOMING
DESC:	TOWNSHIP 27 NORTH, RANGE 110 WEST SEC. 24: N/2, E/2SW/4 SEC. 25: E/2NW/4								
1680.00	WY SL 4936	PACIFIC ENTERPRISES	MCDONALD DRAW FIELD	JANUARY 31, 1991				SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 16: A STRIP OF LAND IN THE NE/4, SAID STRIP BEING 50' WIDE, 25'TO THE LEFT AND 25' TO THE RIGHT OF THE CENTER LINE DESCRIBED IN LEASE								
1681.00	USA WYW 091084	TERRA RESOURCES INC	MCDONALD DRAW FIELD	DECEMBER 14, 1988				SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 22: SE/4SE/4 ROW FOR ACCESS ROAD 30' BY 500'								
1682.00	USA WYW 091087	TERRA RESOURCES INC	MCDONALD DRAW FIELD	MAY 19, 1989				SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 14: SW/4SW/4 SEC. 15: S/2NW/4, NE/4SW/4SE/4 SEC. 23: NW/4, NE/4SW/4 SEC. 27: NE/4NE/4 ROW FOR GAS PIPELINE 30 ' BY 11,107.5'								
1683.00	USA WYW 54471	ANGELO J LIBERATORE	MCDONALD DRAW FIELD	SEPTEMBER 1, 1976				SUBLETTE	WYOMING

EXHIBIT A

LEASE ID	LESSOR	LESSEE	PROSPECT	DATED	BOOK	PAGE	ENTRY	COUNTY	STATE
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 35: LOTS 1-3, SE/4NE/4								
1684.01	DOROTHY CLEO HADDENHAM	TERRA RESOURCES INC	MCDONALD DRAW FIELD	DECEMBER 30, 1987	81	199		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: LOTS 6(39.50), 9(43.04), 10(29.71), 11(21.12), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 & 11 SEC. 26: NE/4NW/4, NW/4SW/4, LOTS 2(29.59), 3(6.36), 4(39.97), 10(36.46), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4, 10: INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO								
1684.02	ELIZABETH HADDENHAM	TERRA RESOURCES INC	MCDONALD DRAW FIELD	DECEMBER 30, 1987	81	197		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: LOTS 6(39.50), 9(43.04), 10(29.71), 11(21.12), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 & 11 SEC. 26: NE/4NW/4, NW/4SW/4, LOTS 2(29.59), 3(6.36), 4(39.97), 10(36.46), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4, 10: INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO								
1684.03	JESSIE STOTTS	TERRA RESOURCES INC	MCDONALD DRAW FIELD	DECEMBER 30, 1987	81	195		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: LOTS 6(39.50), 9(43.04), 10(29.71), 11(21.12), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 & 11 SEC. 26: NE/4NW/4, NW/4SW/4, LOTS 2(29.59), 3(6.36), 4(39.97), 10(36.46), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4, 10: INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO								
1684.04	HAZEL HELEN MARTS	TERRA RESOURCES INC	MCDONALD DRAW FIELD	JANUARY 4, 1988	81	330		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: LOTS 6(39.50), 9(43.04), 10(29.71), 11(21.12), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 & 11 SEC. 26: NE/4NW/4, NW/4SW/4, LOTS 2(29.59), 3(6.36), 4(39.97), 10(36.46), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4, 10: INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO								
1684.05	ALVA SMITH & HAZEL MAE HARRIS	TERRA RESOURCES INC	MCDONALD DRAW FIELD	DECEMBER 30, 1987	81	586		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: LOTS 6(39.50), 9(43.04), 10(29.71), 11(21.12), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 & 11 SEC. 26: NE/4NW/4, NW/4SW/4, LOTS 2(29.59), 3(6.36), 4(39.97), 10(36.46), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4, 10: INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO								
1684.06	ALICE M SCHAFFER	TERRA RESOURCES INC	MCDONALD DRAW FIELD	JULY 28, 1988	81	740		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: LOT 9(43.04), W/2SW/4, AND THE BED OF THE GREEN RIVER RIPARIAN TO LOT 9; INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO, LIMITED TO RIGHTS FROM THE SURFACE DOWN TO THE TOP OF THE PHOSPHORIA FORMATION								

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LEASE ID	LESSOR	LESSEE	PROSPECT	DATED	BOOK	PAGE	ENTRY	COUNTY	STATE
1684.07	MARIE GRAVES	TERRA RESOURCES INC	MCDONALD DRAW FIELD	JULY 28, 1988	81	706		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: LOT 9(43.04), W/2SW/4, AND THE BED OF THE GREEN RIVER RIPARIAN TO LOT 9: INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO, LIMITED TO RIGHTS FROM THE SURFACE DOWN TO THE TOP OF THE PHOSPHORIA FORMATION								
1684.08	LLOYD G BONDURANT	TERRA RESOURCES INC	MCDONALD DRAW FIELD	AUGUST 16, 1988	81	716		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: LOTS 6(39.50), 9(43.04), 10(29.71), 11(21.12), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 & 11 SEC. 26: NE/4NW/4, NW/4SW/4, LOTS 2(29.59), 3(6.36), 4(39.97), 10(36.46), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4, 10: INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO								
1684.09	JUNE DARLENE CLARK	TERRA RESOURCES INC	MCDONALD DRAW FIELD	AUGUST 3, 1988	81	718		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: LOT 9(43.04), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOT 9: INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO, LIMITED TO HE SURFACE TO THE TOP OF THE PHOSPHORIA FORMATION								
1684.10	LEONARD D VICKREY	TERRA RESOURCES INC	MCDONALD DRAW FIELD	AUGUST 3, 1988	81	737		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: LOT 9(43.04), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOT 9: INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO, LIMITED TO HE SURFACE TO THE TOP OF THE PHOSPHORIA FORMATION								
1684.11	KATHRYN C CATALANO	TERRA RESOURCES INC	MCDONALD DRAW FIELD	JULY 28, 1988	81	709		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: LOT 9(43.04), W/2SW/4, AND THE BED OF THE GREEN RIVER RIPARIAN TO LOT 9: INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO, LIMITED TO RIGHTS FROM THE SURFACE DOWN TO THE TOP OF THE PHOSPHORIA FORMATION								
1684.12	CLINTON P BONDURANT	TERRA RESOURCES INC	MCDONALD DRAW FIELD	AUGUST 16, 1988	81	714		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: LOTS 6(39.50), 9(43.04), 10(29.71), 11(21.12), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 & 11 SEC. 26: NE/4NW/4, NW/4SW/4, LOTS 2(29.59), 3(6.36), 4(39.97), 10(36.46), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4, 10: INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO								
1684.13	FRANCIS J BONDURANT	TERRA RESOURCES INC	MCDONALD DRAW FIELD	AUGUST 16, 1988	81	727		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: LOTS 6(39.50), 9(43.04), 10(29.71), 11(21.12), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 & 11 SEC. 26: NE/4NW/4, NW/4SW/4, LOTS 2(29.59), 3(6.36), 4(39.97), 10(36.46), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4, 10: INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO								

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LEASE ID	LESSOR	LESSEE	PROSPECT	DATED	BOOK	PAGE	ENTRY	COUNTY	STATE
1684.14	MARY M WHITE	TERRA RESOURCES INC	MCDONALD DRAW FIELD	AUGUST 3, 1988	81	721		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: LOT 9(43.04), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOT 9: INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO, LIMITED TO RIGHTS FROM TSURFACE TO THE TOP OF THE PHOSPHORIA FORMATION								
1684.15	ELLA L BAHEM	TERRA RESOURCES INC	MCDONALD DRAW FIELD	AUGUST 3, 1988	81	724		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: LOT 9(43.04), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOT 9: INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO, LIMITED TO RIGHTS FROM THE SURFACE TO THE TOP OF THE PHOSPHORIA FORMATION								
1684.16	ELIZABETH M BARTLETT	TERRA RESOURCES INC	MCDONALD DRAW FIELD	AUGUST 16, 1988	81	765		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: LOTS 6(39.50), 9(43.04), 10(29.71), 11(21.12), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 & 11 SEC. 26: NE/4NW/4, NW/4SW/4, LOTS 2(29.59), 3(6.36), 4(39.97), 10(36.46), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4, 10: INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO								
1684.17	LILLIAN D KAMPMAN GUARDIAN	TERRA RESOURCES INC	MCDONALD DRAW FIELD	AUGUST 17, 1988	81	769		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: LOTS 6(39.50), 9(43.04), 10(29.71), 11(21.12), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 & 11 SEC. 26: NE/4NW/4, NW/4SW/4, LOTS 2(29.59), 3(6.36), 4(39.97), 10(36.46), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4, 10: INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO								
1684.18	ANGELO E BARTLETT	TERRA RESOURCES INC	MCDONALD DRAW FIELD	APRIL 20, 1988	82	1		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: LOTS 6(39.50), 9(43.04), 10(29.71), 11(21.12), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 & 11 SEC. 26: NE/4NW/4, NW/4SW/4, LOTS 2(29.59), 3(6.36), 4(39.97), 10(36.46), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4, 10: INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO								
1684.19	MICHAEL H KAMPMAN	TERRA RESOURCES INC	MCDONALD DRAW FIELD	AUGUST 15, 1988	81	773		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: LOTS 6(39.50), 9(43.04), 10(29.71), 11(21.12), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 & 11 SEC. 26: NE/4NW/4, NW/4SW/4, LOTS 2(29.59), 3(6.36), 4(39.97), 10(36.46), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4, 10: INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO								
1684.20	CLARENCE WALTER VICKREY	TERRA RESOURCES INC	MCDONALD DRAW FIELD	AUGUST 3, 1988	81	767		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: LOTS 6(39.50), 9(43.04), 10(29.71), 11(21.12), AND THE BED OF THE GREEN RIVER								

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LEASE ID	LESSOR	LESSEE	PROSPECT	DATED	BOOK	PAGE	ENTRY	COUNTY	STATE
	RIPARIAN TO LOTS 6, 9, 10 & 11 SEC. 26: NE/4NW/4, NW/4SW/4, LOTS 2(29.59), 3(6.36), 4(39.97), 10(36.46), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4, 10: INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO								
1684.21	VICTOR M BARTLETT	TERRA RESOURCES INC	MCDONALD DRAW FIELD	AUGUST 16, 1988	81	763		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: LOTS 6(39.50), 9(43.04), 10(29.71), 11(21.12), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 & 11 SEC. 26: NE/4NW/4, NW/4SW/4, LOTS 2(29.59), 3(6.36), 4(39.97), 10(36.46), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4, 10: INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO								
1684.22	ALBERT D BARTLETT	TERRA RESOURCES INC	MCDONALD DRAW FIELD	AUGUST 29, 1988	81	771		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: LOTS 6(39.50), 9(43.04), 10(29.71), 11(21.12), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 & 11 SEC. 26: NE/4NW/4, NW/4SW/4, LOTS 2(29.59), 3(6.36), 4(39.97), 10(36.46), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4, 10: INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO								
1684.23	CHRISTINA I MARTINEZ	TERRA RESOURCES INC	MCDONALD DRAW FIELD	AUGUST 17, 1988	81	761		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: LOTS 6(39.50), 9(43.04), 10(29.71), 11(21.12), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 & 11 SEC. 26: NE/4NW/4, NW/4SW/4, LOTS 2(29.59), 3(6.36), 4(39.97), 10(36.46), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4, 10: INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO								
1684.24	NORMA JEAN BLEAMER ANDERSEN	TERRA RESOURCES INC	MCDONALD DRAW FIELD	SEPTEMBER 12, 1988	82	9		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: LOTS 6(39.50), 9(43.04), 10(29.71), 11(21.12), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 & 11 SEC. 26: NE/4NW/4, NW/4SW/4, LOTS 2(29.59), 3(6.36), 4(39.97), 10(36.46), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4, 10: INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO								
1684.25	ARNOLDA K BONDURANT	TERRA RESOURCES INC	MCDONALD DRAW FIELD	AUGUST 16, 1988	82	7		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: LOTS 6(39.50), 9(43.04), 10(29.71), 11(21.12), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 & 11 SEC. 26: NE/4NW/4, NW/4SW/4, LOTS 2(29.59), 3(6.36), 4(39.97), 10(36.46), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4, 10: INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO								
1684.26	BILLIE BARTLETT	TERRA RESOURCES INC	MCDONALD DRAW FIELD	AUGUST 9, 1988	81	678		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST								

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LEASE ID	LESSOR	LESSEE	PROSPECT	DATED	BOOK	PAGE	ENTRY	COUNTY	STATE
	SEC. 23: LOTS 6(39.50), 9(43.04), 10(29.71), 11(21.12), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 & 11 SEC. 26: NE/4NW/4, NW/4SW/4, LOTS 2(29.59), 3(6.36), 4(39.97), 10(36.46), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4, 10: INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO								
1684.27	LOUISE KROG	TERRA RESOURCES INC	MCDONALD DRAW FIELD	AUGUST 9, 1988	81	676		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: LOTS 6(39.50), 9(43.04), 10(29.71), 11(21.12), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 & 11 SEC. 26: NE/4NW/4, NW/4SW/4, LOTS 2(29.59), 3(6.36), 4(39.97), 10(36.46), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4, 10: INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO								
1684.28	LEROY L DELANEY	TERRA RESOURCES INC	MCDONALD DRAW FIELD	AUGUST 9, 1988	81	674		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: LOTS 6(39.50), 9(43.04), 10(29.71), 11(21.12), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 & 11 SEC. 26: NE/4NW/4, NW/4SW/4, LOTS 2(29.59), 3(6.36), 4(39.97), 10(36.46), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4, 10: INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO								
1684.29	WILLIAM DELANEY	TERRA RESOURCES INC	MCDONALD DRAW FIELD	AUGUST 5, 1988	81	735		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: LOTS 6(39.50), 9(43.04), 10(29.71), 11(21.12), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 & 11 SEC. 26: NE/4NW/4, NW/4SW/4, LOTS 2(29.59), 3(6.36), 4(39.97), 10(36.46), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4, 10: INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO								
1684.30	SUBLETTE COUNTY	TERRA RESOURCES INC	MCDONALD DRAW FIELD	SEPTEMBER 1, 1988	81	662		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: A TRACT OF LAND LOCATED IN LOT 9 KNOWN AS LOTS 5 AND 6 OF BLOCK 12 OF THE ORIGINAL MIDWAY TOWNSITE, CONTAINING .26 ACRES, M/L								
1684.31	WILLIAM J DELANEY JR	TERRA RESOURCES INC	MCDONALD DRAW FIELD	AUGUST 9, 1988	81	712		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: LOTS 6(39.50), 9(43.04), 10(29.71), 11(21.12), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 & 11 SEC. 26: NE/4NW/4, NW/4SW/4, LOTS 2(29.59), 3(6.36), 4(39.97), 10(36.46), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4, 10: INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO								
1684.32	ELSIE N WORRELL	TERRA RESOURCES INC	MCDONALD DRAW FIELD	AUGUST 9, 1988	81	743		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: LOTS 6(39.50), 9(43.04), 10(29.71), 11(21.12), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 & 11 SEC. 26: NE/4NW/4, NW/4SW/4, LOTS 2(29.59), 3(6.36), 4(39.97), 10(36.46), AND THE BED OF THE								

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LEASE ID	LESSOR	LESSEE	PROSPECT	DATED	BOOK	PAGE	ENTRY	COUNTY	STATE
	GREEN RIVER RIPARIAN TO LOTS 2, 3, 4, 10: INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO								
1684.33	CONWAY BONDURANT	TERRA RESOURCES INC	MCDONALD DRAW FIELD	AUGUST 9, 1988	81	733		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: LOTS 6(39.50), 9(43.04), 10(29.71), 11(21.12), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 & 11 SEC. 26: NE/4NW/4, NW/4SW/4, LOTS 2(29.59), 3(6.36), 4(39.97), 10(36.46), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4, 10: INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO								
1684.34	TONYA MESSER	TERRA RESOURCES INC	MCDONALD DRAW FIELD	AUGUST 9, 1988	82	13		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: LOTS 6(39.50), 9(43.04), 10(29.71), 11(21.12), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 & 11 SEC. 26: NE/4NW/4, NW/4SW/4, LOTS 2(29.59), 3(6.36), 4(39.97), 10(36.46), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4, 10: INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO								
1684.35	CLAUDE R GALLOWAY	TERRA RESOURCES INC	MCDONALD DRAW FIELD	AUGUST 9, 1988	82	11		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: LOTS 6(39.50), 9(43.04), 10(29.71), 11(21.12), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 & 11 SEC. 26: NE/4NW/4, NW/4SW/4, LOTS 2(29.59), 3(6.36), 4(39.97), 10(36.46), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4, 10: INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO								
1684.36	LEXIE LEE CARRERA	TERRA RESOURCES INC	MCDONALD DRAW FIELD	AUGUST 9, 1988	81	775		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: LOTS 6(39.50), 9(43.04), 10(29.71), 11(21.12), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 6, 9, 10 & 11 SEC. 26: NE/4NW/4, NW/4SW/4, LOTS 2(29.59), 3(6.36), 4(39.97), 10(36.46), AND THE BED OF THE GREEN RIVER RIPARIAN TO LOTS 2, 3, 4, 10: INCLUDING ALL ACCRETION AND/OR RIPARIAN RIGHTS THERETO								
1684.37	RAY BREDTHAUER	TERRA RESOURCES INC	MCDONALD DRAW FIELD	AUGUST 29, 1988	82	386		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: A TRACT OF LAND LOCATED IN LOT 9 KNOWN AS LOTS 20, 21, 22, 23 OF BLOCK 6 OF THE ORIGINAL MIDWAY TOWNSITE, CONTAINING .26 AC								
1685.00	USA WYW 112555	TERRA RESOURCES INC	MCDONALD DRAW FIELD	AUGUST 1, 1988	82	430		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 22: ALL SEC. 23: LOTS 1-5, 7, 8, 12, NW/4, NE/4SW/4, AND THE BED OF THE GREEN RIVER RIPARIAN TO LOT 12, MORE FULLY DESCRIBED IN LEASE SEC. 26: LOTS 5, 6, 8, 9, 11, 12, 13 SEC. 27: ALL SEC. 28: NE/4NE/4								

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LEASE ID	LESSOR	LESSEE	PROSPECT	DATED	BOOK	PAGE	ENTRY	COUNTY	STATE
	SEC. 34: LOT 2, NE/4NE/4, SW/4NE/4, SE/4NW/4 SEC. 35: LOT 5								
1686.00	SUBLETTE COUNTY	TERRA RESOURCES INC	MCDONALD DRAW FIELD	AUGUST 2, 1988	81	653		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: A TRACT OF LAND LOCATED IN LOT 9 OF SEC 23 & IN NE/4NW/4 OF SEC 26 KNOWN AS LOTS 20 & 21 IN BLOCK 8 OF ORIGINAL MIDWAY TOWNSITE								
1687.00	MICHAEL A SCHAFFER	TERRA RESOURCES INC	MCDONALD DRAW FIELD	SEPTEMBER 6, 1988	55	44		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: W/2SW/4 SURFACE DAMAGE AGREEMENT								
1688.00	ALICE M SCHAFFER	TERRA RESOURCES INC	MCDONALD DRAW FIELD	SEPTEMBER 6, 1988	55	41		SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 23: W/2SW/4 SURFACE DAMAGE AGREEMENT								
1719.00	WY SL 4586	TERRA RESOURCES, INC	BIRD CANYON FIELD	OCTOBER 2, 1986				SUBLETTE	WYOMING
DESC:	TOWNSHIP 27 NORTH, RANGE 111 WEST SEC. 16: S/2SE/4, S/2SW/4 PIPELINE EASEMENT								
1771.00	USA WYW 62117	R KEN WILLIAMS	BIRD CANYON FIELD	FEBRUARY 1, 1978	119	216	286010	SUBLETTE	WYOMING
DESC:	TOWNSHIP 27 NORTH, RANGE 111 WEST SECTION 21: SE/4								
1809.00	USA WYW 156098	BERCO RESOURCES, LLC	BIRD CANYON FIELD	OCTOBER 28, 2002				SUBLETTE	WYOMING
DESC:	TOWNSHIP 27 NORTH, RANGE 111 WEST SECTION 21: W/2SW/4, SE/4SW/4 RIGHT OF WAY FOR REARDON 34-21								
1811.00	USA WYW 156101	BERCO RESOURCES, LLC	BIRD CANYON FIELD	OCTOBER 22, 2002				SUBLETTE	WYOMING
DESC:	TOWNSHIP 27 NORTH, RANGE 111 WEST SECTION 21: W/2SW/4 ACCESS ROAD								

104

[redacted] [redacted] [redacted]

Exhibit B

to that certain Purchase and Sale Agreement between Berco Resources, LLC, as Seller and Whiting Oil and Gas Corporation, as Buyer, dated effective March 1, 2005.

WELL NAME	FIELD	COUNTY
REARDON DRAW 1-21	BIRD CANYON	SUBLETTE
REARDON DRAW 2-21	BIRD CANYON	SUBLETTE
REARDON DRAW 3-21	BIRD CANYON	SUBLETTE
REARDON DRAW FED 34-21	BIRD CANYON	SUBLETTE
JEFFERSON 20-24	BIRD CANYON	SUBLETTE
FEDERAL 3-14	BIRD CANYON	SUBLETTE
CRAIGS DRAW II 1-23	MCDONALD DRAW	SUBLETTE

310554

RECORDED April 20 2005 9:45a M
IN BOOK 130 OR 6 PAGE 106
FEES $ 32.00 M Lori Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

PREPARED BY AND WHEN
WHEN RECORDED RETURN TO:

DAVID G. STOLFA
3300 SOUTH COLUMBINE CIRCLE
ENGLEWOOD, COLORADO 80113

AMENDMENT AND RATIFICATION OF AMENDED AND RESTATED MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF PRODUCTION AND PROCEEDS, FINANCING STATEMENT AND FIXTURE FILING (MULTISTATE)

THIS AMENDMENT AND RATIFICATION OF AMENDED AND RESTATED MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF PRODUCTION AND PROCEEDS, FINANCING STATEMENT AND FIXTURE FILING (this "Instrument"), dated as of March 31, 2005, is among PETROGULF CORPORATION, a Colorado corporation, and DOUGLAS C. MCLEOD a/k/a DOUGLAS CAMERON MCLEOD d/b/a PETROGULF ENERGY COMPANY, a sole proprietorship (collectively, "Mortgagors"), with an address at 518 - 17th Street, Suite 1455, Denver, Colorado 80202, and WELLS FARGO BANK, N.A., a national banking association ("WFBNA"), with an address at MAC #C7300-061, 1700 Lincoln, Denver, Colorado 80203, in its capacity as Administrative Agent for Lenders, as more fully described in the Third Amendment (as defined below) (WFBNA, acting in said capacity, being herein called "Secured Party").

RECITALS

A. Mortgagors executed and delivered to the secured party named therein an Amended and Restated Mortgage, Security Agreement, Assignment of Production and Proceeds, Financing Statement and Fixture Filing dated as of October 16, 2001 (the "Original Mortgage"), the terms and provisions of which and the description of the real and personal property covered by which are hereby incorporated herein by this reference. The Original Mortgage was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	La Plata	12/14/01	Recep. 819498	
Oklahoma	Garvin	12/14/01	1616	339
Wyoming	Campbell	12/12/01	1715 Photos	378
Wyoming	Carbon	12/12/01	1011	246
Wyoming	Sublette	12/12/01	87 Mtg.	658

B. Mortgagors and the secured party named therein executed and delivered an Amendment and Ratification of Amended and Restated Mortgage, Security Agreement, Assignment of Production and Proceeds, Financing Statement and Fixture Filing dated as of April 8, 2002 (the "First Amendment"), the terms and provisions of which and the description of the real and personal property covered by which are hereby incorporated herein by this reference. The First Amendment was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Adams	05/21/02	C0972519	
Colorado	La Plata	05/13/02	Rcpt. #829997	
Oklahoma	Garvin	05/16/02	1629	420
Utah	Carbon	05/23/02	502	658
Wyoming	Campbell	05/16/02	1757 Photos	553
Wyoming	Carbon	05/15/02	1019	71
Wyoming	Laramie	05/22/02	1652	42
Wyoming	Sublette	05/16/02	121 O&G	588
Wyoming	Washakie	05/20/02	89 Micro.	1953

C. Mortgagors and the secured party named therein executed and delivered a Supplement to and Ratification of Amended and Restated Mortgage, Security Agreement, Assignment of Production and Proceeds, Financing Statement and Fixture Filing dated as of October 9, 2003 (the "Second Amendment"), the terms and provisions of which and the description of the real and personal property covered by which are hereby incorporated herein by this reference. The Second Amendment was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	La Plata	12/16/03	Rcpt. #874918	
Colorado	Las Animas	12/16/03	1034	458
New Mexico	Eddy	12/16/03	533	666
Wyoming	Carbon	12/15/03	1050	188
Wyoming	Sublette	12/15/03	108 Mtg.	166

D. Mortgagors, the Original Secured Party (as dfefined therein) and Secured Party executed and delivered an Amendment and Ratification of Amended and Restated Mortgage, Security Agreement, Assignment of Production and Proceeds, Financing Statement and Fixture Filing dated as of April 14, 2004 (the "Third Amendment"), the terms and provisions of which and the

description of the real and personal property covered by which are hereby incorporated herein by this reference. The Third Amendment was filed and recorded as follows:

State	County	Filing Date	Recording Data Book	Page
Colorado	Adams	05/13/04	20040513000355820	
Colorado	La Plata	04/21/04	Rcpt. #882912	
Colorado	Las Animas	04/22/04	1037	1795
New Mexico	Eddy	04/23/04	547	1160
Oklahoma	Garvin	05/14/04	1698	504
Utah	Carbon	05/14/04	567	110
Wyoming	Campbell	05/14/04	1968 Photos	13
Wyoming	Carbon	05/14/04	1058	92
Wyoming	Laramie	05/14/04	1813	163
Wyoming	Sublette	05/14/04	127 O&G	329
Wyoming	Washakie	05/14/04	97 Micro.	901

E. Capitalized terms used herein but not defined herein shall have the same meanings as set forth in the Original Mortgage, as amended pursuant to the First Amendment, the Second Amendment and the Third Amendment (the "Mortgage"), and as amended pursuant to this Instrument.

F. The parties desire that the Mortgage be further amended as described herein.

AMENDMENT

IN CONSIDERATION of the sum of ten dollars ($10.00) in hand paid by Lenders to Mortgagors and of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. In line 10 of the third paragraph on page 1 of the Mortgage, "$85,000,000" shall be substituted for "$75,000,000".

2. The following shall be substituted for Section 1.1.A on page 4 of the Mortgage:

> A. Payment of and performance of any and all obligations of Borrowers, or any of them, under any or all of the following (collectively, the "Notes"):
>
> (1) The promissory note dated April 14, 2004, as the same may heretofore have been, or may hereafter be, amended, modified, extended or

[redacted] [redacted] [redacted]

replaced, made by Borrowers, in the original face amount of $30,000,000, subsequently increased to $40,000,000, payable to the order of WFBNA on or before April 1, 2010, with interest at the rates specified in the Credit Agreement; and

(2) The promissory note dated April 14, 2004, as the same may heretofore have been, or may hereafter be, amended, modified, extended or replaced, made by Borrowers, in the original face amount of $12,000,000, subsequently increased to $30,000,000, payable to the order of MidFirst Bank on or before April 1, 2010, with interest at the rates specified in the Credit Agreement; and

(3) The promissory note dated October 19, 2004, as the same may heretofore have been, or may hereafter be, amended, modified, extended or replaced, made by Borrowers, in the original face amount of $10,000,000, subsequently increased to $15,000,000, payable to the order of Hibernia National Bank on or before April 1, 2010, with interest at the rates specified in the Credit Agreement; and

(4) Any and all other promissory notes hereafter made by Borrowers, payable to the order of any present or future Lender pursuant to the Credit Agreement, as the same may hereafter be amended, modified, extended or replaced, with interest at the rates specified in the Credit Agreement;

3. Exhibit "A" attached to the Mortgage shall be amended by adding thereto any and all pages attached hereto and captioned Exhibit "A". All references in the Mortgage to Exhibit "A" thereto, including without limitation the references contained in the definitions of the "Collateral" and the "Hydrocarbons" shall be deemed to refer to the Exhibit "A" attached to the Original Mortgage, as amended pursuant to the First Amendment, the Second Amendment and the Third Amendment and as amended pursuant to this Instrument.

RATIFICATION

Mortgagors hereby: (a) ratify and adopt the Mortgage, as amended hereby, and all of the terms and provisions thereof, and (b) confirm and agree that the Mortgage, as amended hereby, is a valid and binding obligation of any and all of the Mortgagors.

GRANT

Mortgagors hereby: (a) ratify and adopt the Mortgage, as amended hereby, and all of the terms and provisions thereof, (b) confirm and agree that the Mortgage, as amended hereby, is a valid and binding obligation of any and all of the Mortgagors, and (c)(1) subject to the terms and provisions of the Mortgage, grant, bargain, sell, mortgage, assign, transfer and convey to Secured Party, and grant to Secured Party a security interest in and to the Collateral or any other interest of the Mortgagors, or any of them (whether now owned or hereafter acquired, by operation of law or otherwise), in, to and under or that covers, affects or otherwise relates to the Land or to any of the estates, property rights or other interests described or referred to above, together with all of the proceeds thereof, WITH POWER OF SALE, subject to the assignment of severed and extracted Hydrocarbons and the proceeds thereof made under clause (2) below; TO HAVE AND TO HOLD the Collateral, together with all of the rights, privileges, benefits, hereditaments and appurtenances in any way belonging, incidental or pertaining thereto, to Secured Party and its successors and assigns, forever; and (2) subject to the terms and provisions of the Mortgage, including without limitation the provisions of Article III of the Mortgage, absolutely assign to Secured Party all of the severed and extracted Hydrocarbons produced from or allocated or attributed to the Collateral or any other interest of the Mortgagors, or any of them (whether now owned or hereafter acquired, by operation of law or otherwise), in, to and under or that covers, affects or otherwise relates to the Land or to any of the estates, property rights or other interests described or referred to above, together with all of the proceeds thereof.

MISCELLANEOUS

This Instrument shall bind and inure to the benefit of the respective successors and assigns of any or all of the Mortgagors and Secured Party, including, without limitation, any and all other banks, lending institutions and parties which may now or hereafter hold any of the notes or other documents evidencing any of the Obligations or any interest therein. Exhibit "B" shall be attached to the counterparts of this Instrument to be filed in certain counties in order to identify lands previously subject to the Mortgage, to the extent that required for the purpose of indexing this Instrument in the tract indices maintained by such counties.

[redacted] [redacted] [redacted]

EXECUTED as of the date first above written.

PETROGULF CORPORATION

By: _____
Douglas C. McLeod,
President

_____
DOUGLAS C. MCLEOD a/k/a DOUGLAS CAMERON MCLEOD d/b/a PETROGULF ENERGY COMPANY

WELLS FARGO BANK, N.A., as Secured Party

By: _____
Art Krasny,
Relationship Manager

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

(Colorado, Utah)

The foregoing instrument was acknowledged before me this 31st day of March, 2005, by DOUGLAS C. MCLEOD a/k/a DOUGLAS CAMERON MCLEOD d/b/a PETROGULF ENERGY COMPANY, a sole proprietorship, and by Douglas C. McLeod, as President of PETROGULF CORPORATION, a Colorado corporation, on behalf of said corporation. Witness my hand and official seal.

(New Mexico, Oklahoma, Wyoming)

This instrument was acknowledged before me this 31st day of March, 2005, by DOUGLAS C. MCLEOD a/k/a DOUGLAS CAMERON MCLEOD d/b/a PETROGULF ENERGY COMPANY, a sole proprietorship, and by Douglas C. McLeod, as President of PETROGULF CORPORATION, a Colorado corporation, on behalf of said corporation. Given under my hand and official seal.

(SEAL) NOTARY PUBLIC ANN HOYT STOLFA STATE OF COLORADO

_____
Ann Hoyt Stolfa, Notary Public
Address: 1700 Lincoln
Denver, CO 80203

My commission expires: May 14, 2008

///

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

(Colorado, Utah)

The foregoing instrument was acknowledged before me this 31st day of March, 2005, by Art Krasny, as Relationship Manager of WELLS FARGO BANK, N.A., a national banking association, in its capacity as Secured Party, on behalf of said national banking association, acting in the capacity therein stated. Witness my hand and official seal.

(New Mexico, Oklahoma, Wyoming)

This instrument was acknowledged before me this 31st day of March, 2005, by Art Krasny, as Relationship Manager of WELLS FARGO BANK, N.A., a national banking association, in its capacities as Secured Party, on behalf of said national banking association, acting in the capacity therein stated. Witness my hand and official seal.

(SEAL)

NOTARY PUBLIC
ANN HOYT STOLFA
STATE OF COLORADO

Ann Hoyt Stolfa, Notary Public
Address: 1700 Lincoln
Denver, CO 80203

My commission expires: May 14, 2008

EXHIBIT "A"

DOUGLAS CAMERON MCLEOD - WELL SUMMARY

SUBLETTE COUNTY, WYOMING

WELL NAME	LANDS AFFECTED	GROSS WI	NRI/ORRI	SOURCE DOCUMENTS/RECORDING DATA
Lovatt Draw State 36-11	NE/4SW/4 Sec 36-T32N-R109W, 6th P.M.	100.0%	82.83333%	State of Wyoming Oil & Gas Lease 96-00496
Petrogulf State 36-2D	NW/4NE/4 Sec 36-T31N-R109W, 6th P.M. (BHL)	100.0%	82.83333%	State of Wyoming Oil & Gas Lease 96-00497
Petrogulf State 36-7	SW/4NE/4 Sec 36-T31N-R109W, 6th P.M.	100.0%	82.83333%	Same as above
Petrogulf State 36-8	SE/4NE/4 Sec 36-T31N-R109W, 6th P.M.	100.0%	82.83333%	Same as above
Petrogulf State 36-9	NE/4SE/4 Sec 36-T31N-R109W, 6th P.M.	100.0%	82.83333%	Same as above
Petrogulf State 36-16	SE/4SE/4 Section 36-T31N-R109W, 6th P.M.	100.0%	82.83333%	Same as above

EXHIBIT "B"

LANDS ALREADY SUBJECT TO MORTGAGE

SUBLETTE COUNTY, WYOMING

T. 31 N., R. 109 W., 6th P.M.

Section 36: NE/4NE/4.

T. 32 N., R. 109 W., 6th P.M.

Section 36: W/2W/2, SE/4SW/4.

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS THAT

WHEREAS by Assignment of Overriding Royalty Interest dated April 28th, 2004 and recorded on May 10th, 2004 in the records of Sublette County, Wyoming in Book 127 O&G Page 310, Carol J. McMurry intended to convey all of her overriding royalty interest in lease W 026026 to CJM Royalties LLC, a Wyoming flexible LLC; and

WHEREAS she had failed to describe those lands described below herein;

NOW THEREFORE Carol McMurry, also known as Carol J. McMurry, with an address of 1151 Eagle Drive, No. 463, Loveland, Colorado 80537 (hereinafter referred to as "Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, convey, transfer, assign and deliver, without warranty of title, express or implied, all of Assignor's right, title and interest in and to any overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced from or attributable to lands set out in and covered by the oil and gas lease(s), and any segregations, extensions or renewals thereof, described in Exhibit "A" attached hereto and made a part hereof, unto CJM Royalties LLC, a Wyoming flexible limited liability company, with an address of 1151 Eagle Drive, No. 463, Loveland, Colorado 80537 (hereinafter referred to as "Assignee").

TO HAVE AND TO HOLD the overriding royalty interest herein conveyed unto Assignee, its successors and assigns, forever, together with all of Assignor's interest under any Unit Agreement, Communitization Agreement or Pooling Agreement covering said interest and subject to all matters of record.

Duplicate original copies of this Assignment may be executed for purposes of recording in the real property records of Sublette County, Wyoming, and filing with the Wyoming Office of the Bureau of Land Management.

IN WITNESS WHEREOF, this assignment is executed this 17th day of July 2004, to be effective as between the parties as of January 1, 2004.

Carol McMurry

Carol McMurry, also known as Carol J. McMurry

310558

STATE OF Colorado)
) ss.
COUNTY OF Larimer)

RECORDED April 28 2004 05:10:45 P.M.
IN BOOK 130 O+G PAGE 115
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Easter

The foregoing instrument was acknowledged before me this 17 day of January 2004, by Carol McMurry, also known as Carol J. M. McMurry.

My commission expires:

Witness my hand and official seal.

Notary Public

J:\Thompson\CJM Royalties LLC\Corporate\Carol Additional Assignment of Overriding Royalty Interest(Lot 9).wpd

EXHIBIT "A"

Attached to and made a part of that certain assignment of Overriding Royalty Interest dated effective January 1, 2004, by and between Carol McMurry, also known as Carol J. McMurry, as Assignor and CJM Royalties LLC, as Assignee.

Recorded Book - Page	Lessor	Lease Date	Exp. Date	Legal Description
12-246	USA W 026026	4/1/50	HBP	T31N R109W Section 11: Lot 1 (28.93 acres) Section 12: Lot 9 (22.02 acres) together with all the bed of the New Fork River between the mean high water mark and the medial lines thereof in front of and appurtenant to Lot 1 of Section 11 and Lots 8, 9 and 10 of Section 12, T.31N., R.109W., 6th P.M.

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF WYOMING)
)ss
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS:

THAT, GASCO PRODUCTION COMPANY, a Delaware corporation, whose mailing address is 14 Inverness Drive East, H-236, 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 BREK PETROLEUM, INC., a Nevada corporation, whose mailing address is 1100 Melville Street, #600, Vancouver, B.C. V6E 4A6, Canada, hereinafter referred to as Assignee, an undivided twenty-two and one-half percent (22.50%) 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 10th day of December, 2004 **310561**

RECORDED April 20 05 11:05AM
IN BOOK 130 046 PAGE 117
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Scott

ASSIGNOR:

GASCO PRODUCTION COMPANY

BY: _____
Michael K. Decker, Executive Vice-President and Chief Operating Officer

State of Colorado)
)ss
County of Arapahoe)

The foregoing instrument was acknowledged before me this 10th day of December, 2004, by Michael K. Decker, Executive Vice-President and Chief Operating Officer of Gasco Production Company, a Delaware corporation.

_____
Notary Public

My Commission Expires:

MARI A. JOHNSON
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 04/14/2008

118

Mod. bk. 138 pg. 626 10/12/08

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

Producers 88(DOP)2/00

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 24th day of March, 2005, by and between

Douglas S. Sterck
P. O. Box 2050
St. George, Utah 84771-2050

310606

RECORDED April 22 2005 9:15a M
IN BOOK 130 O&G PAGE 118
FEES $ 11.00 County Clerk
SUBLETTE COUNTY, WYOMING
By Cathy Scott

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 33 North, Range 109 West, 6th P.M.
Section 6: SW¼NE¼,
Lot 2, LESS AND EXCEPTING
A parcel of land located in Lot 2 Beginning at the Northwest corner of said Lot 2, said corner being identical to the N¼ corner of said Section 6; thence proceeding N.90°00'00"E., along the North line of said Lot 2, a distance of 614.34 feet; thence S.01°06'48"E., a distance of 187.80 feet to the point of curvature of a tangent curve, concave to the West, having a radius of 431.40 feet and a central angle of 24°27'26"; thence Southwesterly along said curve a distance 184.15 feet to the point of tangency; thence S.23°20'38"W., a distance of 386.08 feet to the point of curvature of a tangent curve, concave to the Northwest, having a radius of 249.83 feet and a central angle of 39°19'50"; thence Southwesterly along said curve a distance of 171.49 feet to the point of tangency; thence S.62°40'27"W., a distance of 159.17 feet to the point of curvature of a tangent curve, concave to the Southeast, having a radius of 316.79 feet and a central angle of 62°47'03"; thence Southerly along said curve a distance of 347.13 feet to the point of tangency, said point being on the West line of said Lot 2; thence N.00°06'36"W., along said West line, a distance of 1199.64 feet to the point of beginning. Said parcel encompasses 11.07 acres, more or less.

together with all stripe, parcels of land and riparian rights adjoining or contiguous to the above described tract of land, and owned or claimed by lessor and containing 70.07 acres, more or less.

1. It is agreed that lease shall remain in force for a term of Five (5) years from this date and as long hereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.

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

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

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal of one-eighth (1/8th) of all oil produced and saved from the leased premises.

2nd. To pay Lessor one-eight (1/8th) of the gross proceeds each year, payable monthly, for the gas from each well where gas only is found, while the same is being used off the premises or in the manufacture of gasoline or any other product a royalty of one-eight (1/8th), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8th) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

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

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

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

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

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

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

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

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

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

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

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

X: _____
Douglas S. Sterck

INDIVIDUAL NOTARY

STATE OF UTAH)
) SS
COUNTY OF WASHINGTON)

BEFORE ME, the undersigned authority, on this day personally appeared Douglas S. Sterck, 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 11th day of April, 2005.

My Commission expires:
6/29/05

_____
Notary Public

NOTARY PUBLIC
JUDY EMILEY
395 E. ST. GEORGE BLVD
ST. GEORGE, UT 84770
MY COMM. EXP. 06-29-05
STATE OF UTAH

MyFiles/Forms

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ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

THIS ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS (the "Assignment"), made effective as of 7:00 a.m. on the 1st day of April, 2005 ("Effective Time"), is from **James W. Curry**, and his wife, **Janet B. Curry**, of Casper, Wyoming (hereinafter sometimes collectively referred to as "Assignors"), to **Curco Resources Limited Partnership**, 1916 Rustic Drive, Casper, Wyoming 82609 (hereinafter referred to as "Assignee").

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignors, Assignors hereby grant, bargain, sell, convey, assign and transfer unto Assignee all of Assignors' right, title and interest in and to all overriding royalties on all oil, gas and other hydrocarbon substances produced, saved and marketed from the leases and lands described in Exhibit "A", attached hereto and made a part hereof, and in any and all other leases and lands located in Sublette County, Wyoming in which Assignors may own an overriding royalty in the oil, gas and other hydrocarbon substances produced, saved and marketed therefrom, whether or not said leases or lands are described in Exhibit "A". It is Assignors intent to assign all overriding royalties they may own in leases and lands located in Sublette County, Wyoming, wherever located and whether or not described in Exhbit "A".

Assignors acknowledge that the overriding royalties assigned herein are held of record in the name of James W. Curry, and that Janet B. Curry joins in the execution of this Assignment for the purpose of waiving any inchoate spousal rights in and to said overriding royalties.

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

IN WITNESS WHEREOF the Assignors execute this instrument on the date set forth in the acknowledgment, to be effective for all purposes as of the Effective Time.

James W. Curry

Janet B. Curry

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 11th day of April, 2005, by James W. Curry and Janet B. Curry, husband and wife.

Witness my hand and official seal.

Notary Public

My commission expires:

May 10, 2008

310663

RECORDED April 26 2005 8:26 AM
IN BOOK 130 O&G PAGE 120
FEES $ 225.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By

Notary Public State of Arizona
Maricopa County
Roxanne M Ternier
Expires May 10, 2008

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of the Assignment of Overriding Royalty Interests dated effective April 1, 2005, from James W. Curry, et ux, to Curco Resources Limited Partnership

Leases and Lands

1.	Lessor:	USA: WYW-57521
	Lessee:	Dorothy M. Trommeter
	Date:	2-1-77
	Description:	Township 28 North, Range 108 West, 6th P.M. Section 2: Lots 1, 2, 3, 4, S½S½ Section 3: Lots 1, 2, 3, 4, S½S½ Section 4: Lots 1, 2, 3, 4, S½S½ Section 10: All Section 11: All Containing 2,229.96 acres, more or less
	Recording:	Book 81 O&G, Page 86 of Sublette County records
2.	Lessor:	USA: WYW-5627-B
	Lessee:	Samuel Mandell
	Date:	5-1-67
	Description:	Township 28 North, Range 108 West, 6th P.M. Section 9: All Containing 640 acres, more or less
	Recording:	Unknown
3.	Lessor:	USA: WYW-100902
	Lessee:	Eugene J. Wait, Jr.
	Date:	8-1-86
	Description:	Township 29 North, Range 108 West, 6th P.M. Section 34: All Section 35: All Containing 1,280 acres, more or less
	Recording:	Book 79 O&G, Page 337 of Sublette County records
4.	Lessor:	USA: WYW-102899
	Lessee:	Eugene J. Wait, Jr.
	Date:	8-1-86
	Description:	Township 29 North, Range 108 West, 6th P.M. Section 27: All Containing 640 acres, more or less
	Recording:	Book 88, Page 393

of Sublette County records

5. Lessor: USA: WYW-125945
Lessee: High Plains Energy Co.
Date: 1-1-92
Description: Township 28 North, Range 108 West, 6th P.M.
Section 15: All
Section 20: All
Section 21: All
Section 22: S½
Containing 2,240 acres, more or less
Recording: Book 88, Page 365
of Sublette County records

6. Lessor: USA: WYW-125946
Lessee: High Plains Energy Co.
Date: 1-1-92
Description: Township 28 North, Range 108 West, 6th P.M.
Section 17: All
Section 22: N½
Section 23: All
Containing 1,600 acres, more or less
Recording: Book 88, Page 367
of Sublette County records

7. Lessor: USA: WYW-125947
Lessee: High Plains Energy Co.
Date: 1-1-92
Description: Township 28 North, Range 108 West, 6th P.M.
Section 26: All
Section 27: All
Section 28: All
Section 29: All
Containing 2,560 acres, more or less
Recording: Book 88, Page 369
of Sublette County records

8. Lessor: USA: WYW-125948
Lessee: High Plains Energy Co.
Date: 1-1-92
Description: Township 29 North, Range 108 West, 6th P.M.
Section 18: Lots 1-4, E½, E½W½
Section 20: All
Containing 1,255.52 acres, more or less
Recording: Book 88, Page 371

of Sublette County records

9. Lessor: USA: WYW-125949
Lessee: High Plains Energy Co.
Date: 1-1-92
Description: Township 29 North, Range 108 West, 6th P.M.
Section 19: Lots 1-4, E½, E½W½
Section 29: All
Section 30: Lots 1-4, E½, E½W½
Section 31: Lots 1-4, E½, E½W½
Containing 2,530.80 acres, more or less
Recording: Book 88, Page 373
of Sublette County records

10. Lessor: USA: WYW-125950
Lessee: High Plains Energy Co.
Date: 1-1-92
Description: Township 29 North, Range 108 West, 6th P.M.
Section 28: All
Containing 640 acres, more or less
Recording: Book 88, Page 375
of Sublette County records

11. Lessor: USA: WYW-125951
Lessee: High Plains Energy Co.
Date: 1-1-92
Description: Township 28 North, Range 109 West, 6th P.M.
Section 1: Lots 3 and 4, S½SW¼
Containing 141.81 acres, more or less
Recording: Book 88, Page 377
of Sublette County records

12. Lessor: USA: WYW-125952
Lessee: High Plains Energy Co.
Date: 1-1-92
Description: Township 29 North, Range 109 West, 6th P.M.
Section 13: All
Section 14: All
Section 23: All
Section 24: All
Containing 2,560 acres, more or less
Recording: Book 88, Page 379
of Sublette County records

13. Lessor: USA: WYW-125953

Lessee: High Plains Energy Co.
Date: 1-1-92
Description: Township 29 North, Range 109 West, 6th P.M.
Section 15: W½
Section 22: All
Containing 960 acres, more or less
Recording: Book 88, Page 381
of Sublette County records

14. Lessor: USA: WYW-125954
Lessee: High Plains Energy Co.
Date: 1-1-92
Description: Township 29 North, Range 109 West, 6th P.M.
Section 25: All
Containing 640 acres, more or less
Recording: Book 88, Page 383
of Sublette County records

15. Lessor: USA: WYW-126100
Lessee: McMurry Oil Co.
Date: 1-1-92
Description: Township 29 North, Range 108 West, 6th P.M.
Section 6: All
Section 7: All
Township 29 North, Range 109 West, 6th P.M.
Section 1: All
Section 9: All
Section 10: All
Section 12: W½
Containing 3,446.61 acres, more or less
Recording: Unknown
of Sublette County records

16. Lessor: USA: WYW-126474
Lessee: McMurry Oil Co.
Date: 2-1-92
Description: Township 27 North, Range 108 West, 6th P.M.
Section 17: SW¼
Section 18: Lots 1-4, E½W½
Section 19: Lots 1-4, NE¼, E½W½
Section 20: NE¼, S½
Containing 1,419.68 acres, more or less
Recording: Book 88, Page 456
of Sublette County records

17. Lessor: USA: WYW-126377
Lessee: McMurry Oil Co.
Date: 3-1-92
Description: Township 28 North, Range 110 West, 6th P.M.
Section 5: Lots 1-4, S½
Section 6: Lots 1-4, S½SE¼
Section 7: E½
Section 8: All
Containing 1,560 acres, more or less
Recording: Book 88, Page 425
of Sublette County records

18. Lessor: USA: WYW-126101
Lessee: McMurry Oil Co.
Date: 1-1-92
Description: Township 30 North, Range 109 West, 6th P.M.
Section 10: SW¼ (s/b SE¼)
Section 18: E½
Section 19: All
Section 30: All
Section 32: All
Section 33: N½, N½S½
Containing 3,106.16 acres, more or less
Recording: Book 88, Page 453
of Sublette County records

19. Lessor: USA: WYW-126473
Lessee: McMurry Oil Co.
Date: 2-1-92
Description: Township 27 North, Range 108 West, 6th P.M.
Section 4: Lots 1-4, S½N½, S½
Section 5: Lots 1-4, S½N½, S½
Section 8: All
Containing 1,920.24 acres, more or less
Recording: Book 88, Page 455
of Sublette County records

20. Lessor: USA: WYW-104178
Lessee: HPC, Inc.
Date: 6-1-87
Description: Township 27 North, Range 107 West, 6th P.M.
Section 9: All
Section 10: All
Section 15: All
Section 18: Lots 1-4, E½, E½W½

Containing 2,548.20 acres, more or less

Recording: Book 88, Page 397
of Sublette County records

21. Lessor: USA: WYW-118151
Lessee: Home Petroleum Corp.
Date: 12-1-89
Description: Township 28 North, Range 108 West, 6th P.M.
Section 1: Lots 1-4, S½S½
Containing 324.68 acres, more or less
Recording: Book 88, Page 407
of Sublette County records

22. Lessor: USA: WYW-118152
Lessee: Home Petroleum Corp.
Date: 12-1-89
Description: Township 28 North, Range 108 West, 6th P.M.
Section 19: Lots 1-4, E½, E½W½
Section 30: Lots 1-4, E½, E½W½
Section 31: Lots 1-4, E½, E½W½
Containing 1,880.23 acres, more or less
Recording: Book 88, Page 409
of Sublette County records

23. Lessor: USA: WYW-118153
Lessee: Home Petroleum Corp.
Date: 12-1-89
Description: Township 28 North, Range 108 West, 6th P.M.
Section 25: All
Section 33: All
Section 34: All
Section 35: All
Containing 2,560 acres, more or less
Recording: Book 88, Page 411
of Sublette County records

24. Lessor: USA: WYW-118154
Lessee: Home Petroleum Corp.
Date: 12-1-89
Description: Township 29 North, Range 108 West, 6th P.M.
Section 9: All
Section 17: All
Containing 1,280 acres, more or less
Recording: Book 88, Page 413
of Sublette County records

25. Lessor: USA: WYW-118163
Lessee: Home Petroleum Corp.
Date: 12-1-89
Description: Township 29 North, Range 109 West, 6th P.M.
Section 20: All
Section 21: All
Section 28: All
Containing 1,920 acres, more or less
Recording: Book 88, Page 415
of Sublette County records

26. Lessor: USA: WYW-118164
Lessee: Home Petroleum Corp.
Date: 12-1-89
Description: Township 29 North, Range 109 West, 6th P.M.
Section 26: All
Section 27: All
Containing 1,280 acres, more or less
Recording: Book 88, Page 417
of Sublette County records

27. Lessor: USA: WYW-126676
Lessee: McMurry Oil Co.
Date: 5-1-92
Description: Township 29 North, Range 107 West, 6th P.M.
Section 32: All
Section 33: N½NE¼, W½, SE¼
Containing 1,200 acres, more or less
Recording: Book 88, Page 471
of Sublette County records

28. Lessor: USA: WYW-126677
Lessee: McMurry Oil Co.
Date: 5-1-92
Description: Township 29 North, Range 108 West, 6th P.M.
Section 3: SW¼NW¼, SW¼, SW¼SE¼
Section 11: SW¼NW¼, SW¼, SW¼SE¼
Section 13: S½NW¼, SW¼, W½SE¼, SE¼SE¼
Township 30 North, Range 108 West, 6th P.M.
Section 33: SW¼NW¼, SW¼, SW¼SE¼
Containing 1,080 acres, more or less
Recording: Book 88, Page 470
of Sublette County records

29. Lessor: USA: WYW-126772
Lessee: McMurry Oil Co.
Date: 5-1-92
Description: Township 30 North, Range 109 West, 6th P.M.
Section 3: Lots 2 & 3, SW¼NE¼, N½SE¼
Section 13: NE¼NW¼
Containing 239.56 acres, more or less
Recording: Book 88, Page 470
of Sublette County records

30. Lessor: USA: WYW-127189
Lessee: McMurry Oil Co.
Date: 7-1-92
Description: Township 27 North, Range 107 West, 6th P.M.
Section 4: Lots 1-4, S½N½, S½
Section 5: Lots 1-4, S½N½, S½
Section 7: E½
Section 8: N½, N½SE¼, SE¼SE¼
Section 17: SW¼NE¼, W½, N½SE¼
Containing 2,477.68 acres, more or less
Recording: Book 88, Page 732
of Sublette County records

31. Lessor: USA: WYW-127190
Lessee: McMurry Oil Co.
Date: 7-1-92
Description: Township 27 North, Range 107 West, 6th P.M.
Section 14: All
Section 23: All
Containing 1,280 acres, more or less
Recording: Book 88, Page 735
of Sublette County records

32. Lessor: USA: WYW-127191
Lessee: McMurry Oil Co.
Date: 7-1-92
Description: Township 28 North, Range 107 West, 6th P.M.
Section 5: S½
Section 17: All
Section 18: Lots 1-4, E½, E½W½
Section 33: SW¼
Containing 1,749.24 acres, more or less
Recording: Book 88, Page 738
of Sublette County records

33. Lessor: USA: WYW-127192
Lessee: McMurry Oil Co.
Date: 7-1-92
Description: Township 29 North, Range 107 West, 6th P.M.
Section 19: Lots 1-4, E½, E½W½
Section 20: NW¼, N½SW¼, SE¼SW¼
Section 28: S½
Section 29: All
Containing 1,882.32 acres, more or less
Recording: Book 88, Page 741
of Sublette County records

34. Lessor: USA: WYW-127193
Lessee: McMurry Oil Co.
Date: 7-1-92
Description: Township 29 North, Range 107 West, 6th P.M.
Section 33: S½NE¼
Section 34: W½SW¼
Containing 160 acres, more or less
Recording: Book 88, Page 744
of Sublette County records

35. Lessor: USA: WYW-127749
Lessee: McMurry Oil Co.
Date: 11-1-92
Description: Township 29 North, Range 108 West, 6th P.M.
Section 15: All
Section 22: All
Section 25: All
Section 26: All
Containing 2,560 acres, more or less
Recording: Book 92, Page 198
of Sublette County records

36. Lessor: USA: WYW-127853
Lessee: McMurry Oil Co.
Date: 12-1-92
Description: Township 27 North, Range 107 West, 6th P.M.
Section 6: Lots 1-7; S½NE¼, SE¼NW¼, E½SW¼, SE¼
Section 7: Lots 1-4; E½W½
Township 27 North, Range 108 West, 6th P.M.
Section 1: Lots 1-4; S½N½, S½
Section 12: All
Containing 2,215.53 acres, more or less

	Recording:	Book 92, Page 200 of Sublette County records
37.	Lessor:	USA: WYW-127854
	Lessee:	McMurry Oil Co.
	Date:	12-1-92
	Description:	Township 27 North, Range 107 West, 6th P.M. Section 19: Lots 1-4, E½, E½W½ Section 20: All Section 21: All Containing 1,907.32 acres, more or less
	Recording:	Book 92, Page 202 of Sublette County records
38.	Lessor:	USA: WYW-128703
	Lessee:	McMurry Oil Co.
	Date:	3-1-93
	Description:	Township 29 North, Range 108 West, 6th P.M. Section 10: All Section 14: N½, N½SW¼, SE¼ Containing 1,200 acres, more or less
	Recording:	Book 92, Page 12 of Sublette County records
39.	Lessor:	USA: WYW-130232
	Lessee:	McMurry Oil Co.
	Date:	9-1-93
	Description:	Township 28 North, Range 109 West, 6th P.M. Section 1: Lots 1 (31.82); 2 (31.45); S½SE¼ Section 11: All Containing 783.27 acres, more or less
	Recording:	Book 93, Page 321 of Sublette County records
40.	Lessor:	USA: WYW-125943
	Lessee:	High Plains Energy
	Date:	1-1-92
	Description:	Township 28 North, Range 108 West, 6th P.M. Section 18: Lots 1-4, E½, E½W½ Containing 640 acres, more or less
	Recording:	Book 88, Page 361 of Sublette County records
41.	Lessor:	USA: WYW-125944
	Lessee:	High Plains Energy

Date: 1-1-92
Description: Township 28 North, Range 108 West, 6th P.M.
Section 8: All
Township 29 North, Range 108 West, 6th P.M.
Section 32: All
Section 33: All
Containing 1,920 acres, more or less
Recording: Book 88, Page 363
of Sublette County records

42. Lessor: USA: WYW-125943
Lessee: High Plains Energy
Date: 1-1-92
Description: Township 28 North, Range 108 West, 6th P.M.
Section 5: Lots 1-4, S½S½
Section 6: Lots 1-5, SE¼SW¼, S½SE¼
Section 7: Lots 1-4, E½, E½W½
Containing 1,199.37 acres, more or less
Recording: Book 88, Page 361
of Sublette County records

43. Lessor: ST WY 92-00196
Lessee: McMurry Oil Co.
Date: 4-2-92
Description: Township 29 North, Range 108 West, 6th P.M.
Section 16: All
Containing 640 acres, more or less
Recording: Book 88, Page 445
of Sublette County records

44. Lessor: ST WY 92-00198
Lessee: McMurry Oil Co.
Date: 4-2-92
Description: Township 30 North, Range 108 West, 6th P.M.
Section 36: All
Containing 640 acres, more or less
Recording: Book 88, Page 447
of Sublette County records

45. Lessor: ST WY 92-00199
Lessee: McMurry Oil Co.
Date: 4-2-92
Description: Township 29 North, Range 109 West, 6th P.M.
Section 36: All
Containing 640 acres, more or less

	Recording:	Book 88, Page 448 of Sublette County records
46.	Lessor:	ST WY 93-00109
	Lessee:	McMurry Oil Co.
	Date:	3-1-93
	Description:	Township 29 North, Range 109 West, 6th P.M. Section 16: All Containing 640 acres, more or less
	Recording:	Book 92, Page 273 of Sublette County records
47.	Lessor:	USA: WYW-90686
	Lessee:	EMC Energies, Inc.
	Date:	2-1-85
	Description:	Township 29 North, Range 109 West, 6th P.M. Section 6: Lots 1-7, S½NE¼, SE¼NW¼ Section 8: All Section 18: Lots 1-4, E½, E½W½ Containing 1,965.35 acres, more or less
	Recording:	Book 88, Page 395 of Sublette County records
48.	Lessor:	USA: WYW-106728
	Lessee:	Conoco, Inc.
	Date:	7-1-85
	Description:	Township 30 North, Range 109 West, 6th P.M. Section 29: All Section 31: Lots 1-4, E½, E½W½ Containing 1,308.82 acres, more or less
	Recording:	Book 88, Page 399 of Sublette County records
49.	Lessor:	USA: WYW-107206
	Lessee:	Liberty Petroleum Corp.
	Date:	10-1-87
	Description:	Township 28 North, Range 108 West, 6th P.M. Section 12: All Section 13: All Section 24: All Containing 1,920 acres, more or less
	Recording:	Book 88, Page 403 of Sublette County records
50.	Lessor:	USA: WYW-100901

Lessee: Liberty Petroleum Corp.
Date: 10-1-87
Description: Township 28 North, Range 108 West, 6th P.M.
Section 14: N½, N½SW¼, SE¼SW¼, SE¼
Containing 600 acres, more or less
Recording: Book 88, Page 405
of Sublette County records

51. Lessor: USA: WYW-120908
Lessee: L.M. Grace Jr.
Date: 8-1-90
Description: Township 29 North, Range 107 West, 6th P.M.
Section 10: S½
Section 15: All
Section 17: All
Section 20: E½
Section 21: All
Section 22: All
Section 23: All
Section 27: All
Section 28: N½
Containing 4,800 acres, more or less
Recording: Book 88, Page 717
of Sublette County records

52. Lessor: ST WY 90-000365
Lessee: Wold Oil & Gas Co.
Date: 6-2-90
Description: Township 29 North, Range 108 West, 6th P.M.
Section 36: All
Containing 640 acres, more or less
Recording: Book 92, Page 7
of Sublette County records

53. Lessor: USA: WYW-114848
Lessee: James O. Breene, Jr.
Date: 2-1-89
Description: Township 27 North, Range 109 West, 6th P.M.
Section 11: NW¼NE¼; W½
Section 23: W½W½
Containing 520 acres, more or less
Recording: Book 96, Page 554
of Sublette County records

54. Lessor: USA: WYW-115608

Lessee: James O. Breene, Jr.
Date: 4-1-89
Description: Township 27 North, Range 108 West, 6th P.M.
Section 6: Lots 1-7; S½NE¼; SE¼NW¼; E½SW¼; SE¼
Containing 627.56 acres, more or less
Recording: Book 96, Page 556
of Sublette County records

55. Lessor: USA: WYW-120614
Lessee: James O. Breene, Jr.
Date: 7-1-90
Description: Township 27 North, Range 109 West, 6th P.M.
Section 19: Lots 3, 4; E½SW¼; SE¼
Containing 295.68 acres, more or less
Recording: Book 96, Page 558
of Sublette County records

56. Lessor: USA: WYW-127856
Lessee: John P. Strang
Date: 12-1-92
Description: Township 28 North, Range 107 West, 6th P.M.
Section 23: W½W½; E½SE¼
Section 26: E½NE¼
Containing 320 acres, more or less
Recording: Book 96, Page 295
of Sublette County records

57. Lessor: USA: WYW-130730
Lessee: McMurry Oil Company
Date: 12-1-93
Description: Township 28 North, Range 109 West, 6th P.M.
Section 2: Lots 1-4; S½S½
Section 3: Lots 1-4; S½S½
Section 12: All
Section 13: All
Township 29 North, Range 109 West, 6th P.M.
Section 34: N½NW¼; S½
Containing 2,270.62 acres, more or less
Recording: Book 94, Page 461
of Sublette County records

58. Lessor: USA: WYW-118148
Lessee: R.K. O'Connell

Date: 12-1-89
Description: Township 30 North, Range 107 West, 6th P.M.
Section 20: E½NE¼
Section 29: NE¼, SW¼
Section 30: E½NE¼
Section 31: Lots 3, 4, E½SW¼, NE¼
Section 32: NE¼, SW¼
Section 33: W½NW¼
Containing 1,202.08 acres, more or less
Recording: Book 97, Page 521
of Sublette County records

59. Lessor: USA: WYW-102717
Lessee: Eugene J. Wait, Jr.
Date: 12-1-86
Description: Township 29 North, Range 107 West, 6th P.M.
Section 30: Lots 3-4, E½SW¼, NE¼
Section 31: Lots 3-4, E½SW¼, NE¼
Containing 642.12 acres, more or less
Recording: Book 98, Page 421
of Sublette County records

60. Lessor: USA: WYW-102732
Lessee: Eugene J. Wait, Jr.
Date: 12-1-86
Description: Township 27 North, Range 108 West, 6th P.M.
Section 17: SE¼
Section 23: SW¼
Containing 320 acres, more or less
Recording: Book 98, Page 423
of Sublette County records

61. Lessor: ST WY 93-00554
Lessee: McMurry Oil Company
Date: 12-2-93
Description: Township 28 North, Range 109 West, 6th P.M.
Section 36: All
Containing 640 acres, more or less
Recording: Book 96, Page 5
of Sublette County records

62. Lessor: Dunton Sheep Company
Lessee: McMurry Oil Company
Date: 5-16-94
Description: Township 27 North, Range 106 West, 6th P.M.

		Section 7: SE¼SW¼ Section 17: SW¼NW¼ Section 18: NW¼NE¼, SE¼NE¼ Containing 160 acres, more or less
	Recording:	Book 99, Page 94 of Sublette County records
63.	Lessor:	Dunton Sheep Company
	Lessee:	McMurry Oil Company
	Date:	5-16-94
	Description:	Township 27 North, Range 106 West, 6th P.M. Section 20: W½NE¼; SE¼NE¼; E½SE¼ Section 21: SW¼SW¼ Section 28: N½NW¼ Containing 320 acres, more or less
	Recording:	Book 99, Page 196 of Sublette County records
64.	Lessor:	Dunton Sheep Company
	Lessee:	McMurry Oil Company
	Date:	5-16-94
	Description:	Township 27 North, Range 106 West, 6th P.M. Section 25: NE¼SW¼; SW¼SE¼ Containing 80 acres, more or less
	Recording:	Book 99, Page 198 of Sublette County records
65.	Lessor:	USA: WYW-131987
	Lessee:	Howell R. Spear
	Date:	4-1-94
	Description:	Township 30 North, Range 107 West, 6th P.M. Section 15: NE¼, SW¼ Section 22: NE¼, SW¼ Section 27: NE¼, SW¼ Containing 960 acres, more or less
	Recording:	Book 97, Page 519 of Sublette County records

ASSIGNMENT OF OIL AND GAS LEASES

ANSCHUTZ PINEDALE CORPORATION with offices at, 555 Seventeenth Street, Suite 2400, Denver, Colorado 80202-3987, hereinafter referred to as "Assignor" for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration does hereby sell, assign, transfer and convey unto **ANSBRO PETROLEUM COMPANY, LLC** with offices at 555 Seventeenth Street, Suite 2505, Denver, Colorado 80202-3987, hereinafter referred to as "Assignee", twenty five percent (25%) of Assignor's right, title and interest in and to the leases specifically shown and set forth on Exhibit "A", (collectively, the "Leases"), insofar as the Leases cover and relate to the land described on Exhibit "A" hereto (the "Land"), together with all corresponding right, title and interest of Assignor in and to all the property and rights incident thereto, including, to the extent transferable, all operating agreements, unit agreements, unit operating agreements, product purchase and sale agreements, leases, permits, rights-of-way, easements, licenses, and all other agreements, options and orders relating thereto.

Assignor hereby expressly excepts, reserves and retains unto itself, its successors and assigns, a proportionately reduced overriding royalty interest of two percent (2%) of eight-eighths (8/8ths). Said overriding royalty shall be free and clear of all costs of development and operation, but shall be subject to its proportionate part of all applicable taxes. If the Leases described in Exhibit "A" attached hereto cover 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.

This Assignment is made without covenants of warranty, either expressed or implied but shall be binding upon and inure to the benefit of the representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Assignor has executed this instrument as of this 29th day of March, 2005.

ATTEST:

ANSCHUTZ PINEDALE CORPORATION

By: _____
Judith A. Paisley
Assistant Secretary

By: _____
Pamela S. Kalstrom
Assistant Vice President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Before me, the undersigned authority, on this day personally appeared PAMELA S. KALSTROM, Assistant Vice President of 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 29th day of March, 2005.

310670 _____
Cecily Ann Voruz, Notary Public

My Commission Expires:
January 27, 2006

NOTARY PUBLIC
CECILY ANN VORUZ
STATE OF COLORADO

RECORDED April 26 2005 11:25a M
IN BOOK 130 0+6 PAGE 137
FEES $16.00 _____ COUNTY CLERK
SUBLETTE COUNTY
By _____

EXHIBIT "A"
PINEDALE PROSPECT

LEASE NUMBER	LESSOR LESSEE	EFF DATE	DESCRIPTION	GROSS ACRES	RECORDING COUNTY
WY-2767-00006-AB	WILLIAM H REISNER, JR ANSCHUTZ PINEDALE CORPORATION	11/13/03	T33N-R109W, 6TH PM SECTION 13: E2SE SECTION 24: PART OF W2W2NW, LESS 1.99 ACRES	118.01	BK/PG: 126/104 SUBLETTE
WY-2767-0027-AJ	LEONARD JENSEN AND TRINNI JENSEN ANSCHUTZ PINEDALE CORPORATION	11/14/03	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS:** T32N-R108W, 6TH PM SECTION 4: LOTS 2(35.28), 3(35.20), SWNE	110.48	BK/PG: 126/108 SUBLETTE
WY-2767-0027-AK	SYLVIA ECKARD ANSCHUTZ PINEDALE CORPORATION	11/14/03	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS:** T32N-R108W, 6TH PM SECTION 4: LOTS 2(35.28), 3(35.20), SWNE	110.48	BK/PG: 126/106 SUBLETTE
WY-2767-00027-AL	DANIEL CARLSON ANSCHUTZ PINEDALE CORPORATION	11/14/03	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS:** T32N-R108W, 6TH PM SECTION 4: LOTS 2(35.28), 3(35.20), SWNE	110.48	BK/PG: 126/102 SUBLETTE
WY-2767-0027-AM	JIMMY DITTON ANSCHUTZ PINEDALE CORPORATION	11/14/03	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS:** T32N-R108W, 6TH PM SECTION 4: LOTS 2(35.28), 3(35.20), SWNE	110.48	BK/PG: 126/110 SUBLETTE
WY-2767-00034-AB	FLOYD E BOUSMAN ANSCHUTZ PINEDALE CORPORATION	11/05/03	T32N-R108W, 6TH PM SECTION 11: NE SECTION 22: N2	480.00	BK/PG: 125/721 SUBLETTE
WY-2767-00037-AE	HERMAN A GENETTI AND IMOGENE GENETTI ANSCHUTZ PINEDALE CORPORATION	01/23/04	T32N-R108W, 6TH PM SECTION 22: SW, N2SE	240.00	BK/PG: 126/314 SUBLETTE
WY-2767-00039-AC	PATRICK JOHNSON ANSCHUTZ PINEDALE CORPORATION	11/01/03	T32N-R108W, 6TH PM SECTION 22: S2SE SECTION 26: 121.23 ACRES IN THE N2N2 DESCRIBED IN QCD IN BOOK 3 QCD'S, AT PAGE 21 SECTION 27: W2 LESS AND EXCEPT 5 ACRES DESCRIBED IN QCD REC'D IN BOOK 1 QCD'S, AT PAGE 610 AND N2NE LESS AND EXCEPT A 60' ROW FOR A ROAD ALONG THE SOUTH BOUNDARY OF SAID N2NE DESCRIBED IN QCD REC'D IN BOOK 3 QCDs, AT PAGE 21 SECTION 34: NW	752.63	BK/PG: 125/717 SUBLETTE

EXHIBIT "A"
PINEDALE PROSPECT

LEASE NUMBER	LESSOR LESSEE	EFF DATE	DESCRIPTION	GROSS ACRES	RECORDING COUNTY
WY-2767-00039-AD	GRACE B ANDERSON ANSCHUTZ PINEDALE CORPORATION	11/01/03	T32N-R108W, 6TH PM SECTION 22: S2SE SECTION 26: 121.23 ACRES IN THE N2N2 DESCRIBED IN QCD IN BOOK 3 QCD'S, AT PAGE 21 SECTION 27: W2 LESS AND EXCEPT 5 ACRES DESCRIBED IN QCD REC'D IN BOOK 1 QCD'S, AT PAGE 610 AND N2NE LESS AND EXCEPT A 60' ROW FOR A ROAD ALONG THE SOUTH BOUNDARY OF SAID N2NE DESCRIBED IN QCD REC'D IN BOOK 3 QCDs, AT PAGE 21 SECTION 34: NW	752.63	BK/PG: 125/719 SUBLETTE
WY-2767-00061-AA	GORDON STEELE LIVING TRUST, DATED JANUARY 26, 1995, DONNA M STEELE AND RHONDA F SWAIN, TRUSTEES ANSCHUTZ PINEDALE CORPORATION	10/22/03	T32N-R108W, 6TH PM SECTION 16: A TRACT IN THE NE, NENW, NESE, CONT. 99 ACRES M/L EXCEPTING THEREFROM 3 TRACTS OF LAND RECORDED IN SUBLETTE COUNTY, WYOMING IN: BOOK 7 DEEDS AT PAGE 263, BOOK 10 DEEDS, AT PAGE 179 AND BOOK 5 QCD'S, AT PAGE 570	99.00	BK/PG: 125/711 SUBLETTE
WY-2767-00061-AB	DONNA M STEELE LIVING TRUST DATED JANUARY 26, 1995 DONNA M STEELE TRUSTEE ANSCHUTZ PINEDALE CORPORATION	10/22/03	T32N-R108W, 6TH PM SECTION 16: A TRACT IN THE NE, NENW, NESE, CONT. 99 ACRES M/L EXCEPTING THEREFROM 3 TRACTS OF LAND RECORDED IN SUBLETTE COUNTY, WYOMING IN: BOOK 7 DEEDS AT PAGE 263, BOOK 10 DEEDS, AT PAGE 179 AND BOOK 5 QCD'S, AT PAGE 570	99.00	BK/PG: 125/714 SUBLETTE
WY-2767-00062-AA	ANNA M DEW ANSCHUTZ PINEDALE CORPORATION	11/26/03	T32N-R108W, 6TH PM SECTION 26: N2S2 SECTION 27: SE, S2NE	400.00	BK/PG: 126/112 SUBLETTE
WY-2767-00062-AB	WILLIAM R MITCHELL ANSCHUTZ PINEDALE CORPORATION	11/26/03	T32N-R108W, 6TH PM SECTION 26: N2S2 SECTION 27: SE, S2NE	400.00	BK/PG: 126/114 SUBLETTE
WY-2767-00063	JEPTHA E RICHIE AND NORMAN H RICHIE ANSCHUTZ PINEDALE CORPORATION	11/14/03	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS:** T32N-R108W, 6TH PM SECTION 21: E2 SECTION 28: E2 SECTION 33: E2, SW SECTION 34: ALL OF THE SW LYING S&E OF THE EAST FORK RIVER, RESERVING THEREFROM A TRACT DESCRIBED IN THE O&G LEASE	1250.00	BK/PG: 126/116 SUBLETTE

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ASSIGNMENT OF OIL AND GAS LEASES

ANSCHUTZ PINEDALE CORPORATION with offices at, 555 Seventeenth Street, Suite 2400, Denver, Colorado 80202-3987, hereinafter referred to as "Assignor" for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration does hereby sell, assign, transfer and convey unto **ANSBRO PETROLEUM COMPANY, LLC** with offices at 555 Seventeenth Street, Suite 2505, Denver, Colorado 80202-3987, hereinafter referred to as "Assignee", twenty five percent (25%) of Assignor's right, title and interest in and to the lands and leases specifically shown and set forth on Exhibit "A", (collectively, the "Leases"), insofar as the Leases cover and relate to the land described on Exhibit "A" hereto (the "Land") together with all corresponding right, title and interest of Assignor in and to all the property and rights incident thereto, including, to the extent transferable, all operating agreements, unit agreements, unit operating agreements, product purchase and sale agreements, leases, permits, rights-of-way, easements, licenses, and all other agreements, options and orders relating thereto.

Assignor hereby expressly excepts, reserves and retains unto itself, its successors and assigns, a proportionately reduced overriding royalty interest of four percent (4%) of eight-eighths (8/8ths). Said overriding royalty shall be free and clear of all costs of development and operation, but shall be subject to its proportionate part of all applicable taxes. If the Leases described in Exhibit "A" attached hereto cover 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.

This Assignment is made without covenants of warranty, either expressed or implied but shall be binding upon and inure to the benefit of the representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Assignor has executed this instrument as of this 29th day of March, 2005.

ATTEST:

By: _____
Judith A. Paisley
Assistant Secretary

ANSCHUTZ PINEDALE CORPORATION

By: _____
Pamela S. Kalstrom
Assistant Vice President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Before me, the undersigned authority, on this day personally appeared PAMELA S. KALSTROM, Assistant Vice President of 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 29th day of March, 2005.

_____
Cecily Ann Voruz, Notary Public
310671

My Commission Expires:
January 27, 2006

NOTARY PUBLIC
CECILY ANN VORUZ
STATE OF COLORADO

RECORDED April 26 2005 11:25AM
IN BOOK 130 OR6 PAGE 140
FEES $ 32.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By _____

EXHIBIT "A"
PINEDALE PROSPECT

LEASE NUMBER	LESSOR LESSEE	EFF DATE	DESCRIPTION	GROSS ACRES	RECORDING COUNTY
WY-2767-00026-AB	LON MICHAEL MCKINSEY, A SINGLE MAN ANSCHUTZ PINEDALE CORPORATION	05/14/04	TOWNSHIP 32 NORTH, RANGE 108 WEST, 6TH PM SECTION 3: LOTS 1(35.19), 2(35.25), 4(35.37), S2NE, S2NW SECTION 4: LOT 1(35.36), SENE	341.1700	BK/PG: 127/670 SUBLETTE
WY-2767-0027-AJ	LEONARD JENSEN AND TRINNI JENSEN, HUSBAND AND WIFE ANSCHUTZ PINEDALE CORPORATION	11/14/03	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS:** TOWNSHIP 33 NORTH, RANGE 108 WEST, 6TH PM SECTION 26: SW SECTION 34: SENE, N2SE, SESE SECTION 35: W2	640.0000	BK/PG: 126/108 SUBLETTE
WY-2767-0027-AK	SYLVIA ECKARD AND JAMES ECKARD, WIFE AND HUSBAND ANSCHUTZ PINEDALE CORPORATION	11/14/03	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS:** TOWNSHIP 33 NORTH, RANGE 108 WEST, 6TH PM SECTION 26: SW SECTION 34: SENE, N2SE, SESE SECTION 35: W2	640.0000	BK/PG: 126/106 SUBLETTE
WY-2767-00027-AL	DANIEL CARLSON AND PAM J CARLSON, HUSBAND AND WIFE ANSCHUTZ PINEDALE CORPORATION	11/14/03	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS:** TOWNSHIP 33 NORTH, RANGE 108 WEST, 6TH PM SECTION 26: SW SECTION 34: SENE, N2SE, SESE SECTION 35: W2	640.0000	BK/PG: 126/102 SUBLETTE
WY-2767-0027-AM	JIMMY DITTON AND ROSE DITTON, HUSBAND AND WIFE ANSCHUTZ PINEDALE CORPORATION	11/14/03	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS:** TOWNSHIP 33 NORTH, RANGE 108 WEST, 6TH PM SECTION 26: SW SECTION 34: SENE, N2SE, SESE SECTION 35: W2	640.0000	BK/PG: 126/110 SUBLETTE
WY-2767-00027AN	CHERYL KELLY, A MARRIED WOMAN, DEALING IN HER SOLE AND SEPARATE PROPERTY ANSCHUTZ PINEDALE CORPORATION	05/07/04	TOWNSHIP 32 NORTH, RANGE 108 WEST, 6TH PM SECTION 4: LOTS 2(35.28), 3(35.20), SWNE TOWNSHIP 33 NORTH, RANGE 108 WEST, 6TH PM SECTION 26: SW SECTION 34: SENE, N2SE, SESE SECTION 35: W2	750.4800	BK/PG: 127/666 SUBLETTE

EXHIBIT "A"
PINEDALE PROSPECT

LEASE NUMBER	LESSOR LESSEE	EFF DATE	DESCRIPTION	GROSS ACRES	RECORDING COUNTY
WY-2767-00027-AO	DUANE EDWIN DITTON, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE PROPERTY ANSCHUTZ PINEDALE CORPORATION	05/07/04	TOWNSHIP 32 NORTH, RANGE 108 WEST, 6TH PM SECTION 4: LOTS 2(35.28), 3(35.20), SWNE TOWNSHIP 33 NORTH, RANGE 108 WEST, 6TH PM SECTION 26: SW SECTION 34: SENE, N2SE, SESE SECTION 35: W2	750.4800	BK/PG: 127/664 SUBLETTE
WY-2767-00027-AP	BEVERLY EVANS, A MARRIED WOMAN DEALING IN HER SOLE AND SEPARATE PROPERTY ANSCHUTZ PINEDALE CORPORATION	05/07/04	TOWNSHIP 32 NORTH, RANGE 108 WEST, 6TH PM SECTION 4: LOTS 2(35.28), 3(35.20), SWNE TOWNSHIP 33 NORTH, RANGE 108 WEST, 6TH PM SECTION 26: SW SECTION 34: SENE, N2SE, SESE SECTION 35: W2	750.4800	BK/PG: 127/668 SUBLETTE
WY-2767-00028-AB	CARROL D MCINTOSH, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE PROPERTY ANSCHUTZ PINEDALE CORPORATION	07/18/03	TOWNSHIP 32 NORTH, RANGE 108 WEST, 6TH PM SECTION 4: SENW, E2SW SECTION 9: SE, E2W2, S2NE, LESS AND EXCEPT THAT TRACT DEEDED TO UPPER GREEN RIVER CEMETERY DISTRICT, SITUATED IN PART IN THE W2NESW, DESC'D IN QCD'S BOOK 5, PAGE 544 SECTION 10: SWNW, W3SENW, W3E/2SW, W2SW	671.4000	BK/PG: 125/307 SUBLETTE
WY-2767-00028-AC	MARY LU MATYLINSKI, A MARRIED WOMAN, DEALING IN HER SOLE AND SEPARATE PROPERTY ANSCHUTZ PINEDALE CORPORATION	07/18/03	TOWNSHIP 32 NORTH, RANGE 108 WEST, 6TH PM SECTION 4: SENW, E2SW SECTION 9: SE, E2W2, S2NE, LESS AND EXCEPT THAT TRACT DEEDED TO UPPER GREEN RIVER CEMETERY DISTRICT, SITUATED IN PART IN THE W2NESW, DESC'D IN QCD'S IN BOOK 5, AT PAGE 544. SECTION 10: SWNW, W3SENW, W3E/2SW, W2SW	671.4000	BK/PG: 125/309 SUBLETTE
WY-2767-00037-AF	CHERYL KELLY, A MARRIED WOMAN, DEALING IN HER SOLE AND SEPARATE PROPERTY ANSCHUTZ PINEDALE CORPORATION	02/23/04	TOWNSHIP 32 NORTH, RANGE 108 WEST, 6TH PM SECTION 22: SW, N2SE	240.0000	BK/PG: 127/192 SUBLETTE

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EXHIBIT "A"
PINEDALE PROSPECT

LEASE NUMBER	LESSOR LESSEE	EFF DATE	DESCRIPTION	GROSS ACRES	RECORDING COUNTY
WY-2767-00037-AG	BEVERLY EVANS, A MARRIED WOMAN DEALING IN HER SOLE AND SEPARATE PROPERTY ANSCHUTZ PINEDALE CORPORATION	02/23/04	TOWNSHIP 32 NORTH, RANGE 108 WEST, 6TH PM SECTION 22: SW, N2SE	240.0000	BK/PG: 127/194 SUBLETTE
WY-2767-00037-AH	DUANE EDWIN DITTON, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE PROPERTY ANSCHUTZ PINEDALE CORPORATION	02/23/04	TOWNSHIP 32 NORTH, RANGE 108 WEST, 6TH PM SECTION 22: SW, N2SE	240.0000	BK/PG: 127/190 SUBLETTE
WY-2767-00058	FRANCES E STEINMETZ TRUSTEE OF THE ANNE BARGER TRUST ANSCHUTZ PINEDALE CORPORATION	07/11/03	TOWNSHIP 33 NORTH, RANGE 108 WEST, 6TH PM SECTION 33: S2SE, NWSE	120.0000	BK/PG: 125/241 SUBLETTE
WY-2767-00059	BARGER FAMILY PARTNERSHIP A NEVADA LIMITED PARTNERSHIP FRANCES E. STEINMETZ, GP ANSCHUTZ PINEDALE CORPORATION	07/11/03	TOWNSHIP 31 NORTH, RANGE 108 WEST, 6TH PM SECTION 5: LOTS 1, 2, 3, 5, 6, 7, 8, 9 & 13, SWNE, SENW SECTION 6: LOTS 8, 9, 10 & 11 SECTION 8: NWNW	514.6100	BK/PG: 125/238 SUBLETTE
WY-2767-0060-AA	BARGER FAMILY PARTNERSHIP A NEVADA LIMITED PARTNERSHIP FRANCES E. STEINMETZ, GP ANSCHUTZ PINEDALE CORPORATION	07/10/03	TOWNSHIP 32 NORTH, RANGE 108 WEST, 6TH PM SECTION 15: NE, E2NW, E2SWNW, SW, SE SECTION 16: ALL, EXCEPT 99.008 ACRES DESC' IN WD DATED 01/27/39, REC'D IN BOOK 3, AT PAGE 438 & EXCEPT 12.26 ACRES DESC'D IN WD DATED 06/16/39, REC'D IN BOOK 3, AT PAGE 479 SECTION 17: LOT 4(40.73), SE, S2NE, EXCEPT PART OF S2NE LYING NORTH OF ROW OF PARADISE ROAD, SUBLETTE CO., ROAD 23-36 SECTION 20: NENE, SENE, NESE, SESE (ADA E2E2) SECTION 21: NW, N2SW, SESW SECTION 28: SW, N2NW, SENW SECTION 29: LOTS 4(40.30), 5(40.49), 6(40.60), 7(40.60), 8(40.49), E2NE, SWNE, SE SECTION 32: NE, NW (ADA N2), SE SECTION 33: NW	3231.9420	BK/PG: 125/232 SUBLETTE

EXHIBIT "A"
PINEDALE PROSPECT

LEASE NUMBER	LESSOR LESSEE	EFF DATE	DESCRIPTION	GROSS ACRES	RECORDING COUNTY
WY-2767-00060-AB	FRANCES E STEINMETZ TRUSTEE OF THE TRUST I ESTATE ANSCHUTZ PINEDALE CORPORATION	07/11/03	TOWNSHIP 32 NORTH, RANGE 108 WEST, 6TH PM SECTION 20: NENE SECTION 21: NWNW	80.0000	BK/PG: 125/229 SUBLETTE
WY-2767-00060-AC	FRANCES E STEINMETZ TRUSTEE OF THE ANNE E BARGER TRUST ANSCHUTZ PINEDALE CORPORATION	07/10/03	TOWNSHIP 32 NORTH, RANGE 108 WEST, 6TH PM SECTION 5: LOTS 3(34.91), 4(34.79), SENW, THAT PART OF SWNW, BEING ON THE NORTHERLY SIDE OF WYOMING STATE HWY, US 187, CONT. 32.90 ACRES M/L SECTION 6: PART OF LOT 4, BEING ON THE NORTHERLY SIDE OF WYOMING STATE HWY., US 187, CONT 31.54 ACRES, M/L SECTION 20: NENE SECTION 21: NWNW	264.7100	BK/PG: 125/235 SUBLETTE
WY-2767-00063	JEPTHA E RICHIE, A SINGLE MAN AND NORMAN H RICHIE, A SINGLE MAN ANSCHUTZ PINEDALE CORPORATION	11/14/03	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS:** TOWNSHIP 31 NORTH, RANGE 108 WEST, 6TH PM SECTION 4: LOT 2(40.24), 3 (40.40), 4(40.56)	121.2000	BK/PG: 126/116 SUBLETTE

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[redacted] [redacted] [redacted]

ASSIGNMENT OF OIL & GAS LEASES

This Assignment of Oil & Gas Leases ("Assignment") is entered into effective October 1, 2004 ("Effective Date") between **EnCana Oil & Gas (USA) Inc.**, for itself and as successor by merger to **McMurry Oil LLC,** and **Tom Brown, Inc.,** whose address is 370 17th Street, Suite 1700, Denver, Colorado 80202 (collectively "Assignor"), and **OXY USA WTP LP**, whose address is 5 Greenway Plaza, Suite 110, Houston, Texas 77046-0506 ("Assignee").

WITNESSETH

THAT, WHEREAS, Assignor is the present owner of certain interests in the oil and gas leases covering the lands in Sublette County, Wyoming described on Exhibit "A" attached hereto, subject to any exceptions noted thereon (the "Leases"); and,

WHEREAS, Assignor and Assignee have entered into an Exploration Agreement dated October 15, 2004 (the "Agreement") whereby Assignee is to be assigned the Leases subject to the terms of the Agreement and the parties' rights and obligations therein; and,

WHEREAS, the parties hereto desire to deliver and accept transfers of the Leases as prescribed under the terms of the Agreement.

NOW, THEREFORE, for and in consideration of the premises and the sum of Ten Dollars ($10.00) cash in hand paid by Assignee and other good and valuable consideration, including the covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, by acceptance of this Assignment, hereby agree to the following terms and conditions:

CONVEYANCE

A. Assignor does hereby grant, bargain, transfer, assign and convey unto Assignee one hundred percent (100%) of Assignor's interests in and to the Leases.

B. This Assignment is subject to and burdened by the terms and conditions of the Agreement, the Leases and all associated contracts and agreements, including, without limitation, unitization agreements, communitization agreements, pooling agreements, and operating agreements, existing in connection with operations on the Leases.

C. This Assignment is subject to and burdened by a proportionate share of all landowner's royalties, overriding royalty interests and similar interests burdening the Leases assigned hereunder, including, without limitation, the overriding royalty interest reserved by Assignor under the Agreement and of which Assignor is entitled to receive assignment from Assignee at such later date more specifically described in the Agreement.

D. Assignor hereby transfers and assigns to Assignee, with full rights of substitution and subrogation, to the extent so transferable and assignable, all of Assignor's right, title and interest in and to all agreements, covenants and warranties by Assignor's predecessors in title and all claims, losses and causes of action against Assignor's predecessors in title.

E. This Assignment shall be effective as of the Effective Date, regardless of the date of execution hereof.

COVENANTS

1. Assignee agrees to observe, perform and comply with the terms, provisions, covenants and conditions, express or implied, of the Leases and will comply with all laws, rules, regulations and orders, whether, local, State or Federal, applicable to the ownership, use and enjoyment of the Leases herein assigned.

2. Assignor and Assignee each certify that this transaction does not conflict with or violate any charter, bylaw, contract, agreement, law, regulation, decree or court order to which it is a party.

3. Assignor represents and warrants title to the Leases assigned hereunder arising by, through and under Assignor, but not otherwise.

310726

RECORDED April 07 2005 9:15 a.m.
IN BOOK 130 Of 6 PAGE 145
FEES $ 35.00 County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scates

4. This Assignment may be executed in counterparts, all of which are identical and all such counterparts together shall constitute one and the same instrument.

5. Separate assignments of certain of the Leases have been executed on officially approved forms by Assignor to Assignee in sufficient counterparts to satisfy the applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the agreements, rights, titles, disclaimers, reservations, limitations, powers and privileges set forth herein as fully as though they were set forth in each such assignment. As to any conflicts between the terms contained in such separate assignments and this Assignment, the terms of this Assignment shall prevail. The Leases conveyed by such separate assignments are the same and not in addition to the Leases conveyed herein.

6. This Assignment shall be governed by and construed in accordance with the laws of the State of Colorado, except with respect to real property matters which shall be governed by the laws of the State of Wyoming.

7. This Assignment shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns forever.

IN WITNESS WHEREOF, this Assignment is executed this 28th day of January, 2005.

Assignor:
EnCana Oil &Gas (USA) Inc. for itself and as successor by merger to Tom Brown, Inc. and McMurry Oil LLC

By: John Schopp
Title: Vice-President

Assignee:
OXY USA WTP LP
By OXY USA INC., General Partner

By: Alan G. Cody
Title: Attorney-in-Fact

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

The foregoing instrument was acknowledged before me this 28th day of January, 2005, by John Schopp, as Vice-President of EnCana Oil & Gas (USA) Inc., on behalf of itself and as successor by merger to Tom Brown, Inc. and McMurry Oil LLC.

CAROLYN D. HERP
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 2/13/2009

My commission expires:

Notary Public

STATE OF Texas)
) **ss**
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 17th day of March, 2005, by Alan G. Cody, as Attorney-in-Fact for **OXY USA INC.**, in its capacity of General Partner of **OXY USA WTP LP**, on behalf of such limited partnership.

My commission expires:

Notary Public

SUSAN C HORN
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP 1-26-2006

Exhibit "A"

Attached to and made a part of that certain Oil and Gas Lease Assignment dated effective October 1, 2004, by and between Encana Oil & Gas (USA) Inc., et al, and OXY USA WTP LP.

Lessor / Federal Serial No. / State Lease No. / Encana Ls #	Lease Date	Legal Description	Lease Gross Acres	Recording Data Book	Page
WYW 148542 (13395.000) (Elk Mountain)	08/01/1999	Township 28 North, Range 104 West, 6th PM Section 2: LOTS 1-4, S2 Section 9: SE4SE4 Section 10: E2, SE4NW4, NE4SW4, S2SW4, NE4NW4 less RW Section 11: N2, SW4 Sublette County, Wyoming	1,464.21	113	30 Doc #276701
WYW 148543 (13396.000) (Elk Mountain)	08/01/1999	Township 28 North, Range 104 West, 6th PM Section 3: LOTS 1-3, NE4SW4, N2SE4, SE4SE4, LOT 4, SE4SW4, SW4SE4 Less RW Section 4: LOTS 1-3, E2SW4, SE4 Section 6: LOTS 1-6, E2SW4, SE4 Section 7: LOTS 1-4, E2, E2W2 Section 8: NW4SE4 Section 18: LOTS 1-4, E2W2 Sublette County, Wyoming	1,969.75	113	38 Doc #276702
WYW 148544 (13637.000) (Elk Mountain)	08/01/1999	Township 28 North, Range 104 West, 6th PM Section 13: ALL Section 14: S2S2 Section 15: ALL Sublette County, Wyoming	1,440.00	113	48 Doc #276703
WYW 148545 (13638.000) (Elk Mountain)	08/01/1999	Township 28 North, Range 104 West, 6th PM Section 17: NE4, E2NW4, S2 Section 18: N2NE4, SW4NE4, SE4 Section 19: LOTS 1-4, E2, E2W2 Section 20: N2NE4, S2NW4, SW4, W2SE4 Section 21: N2, N2SW4, SE4SW4, SE4 Sublette County, Wyoming	2,461.28	113	54 Doc #276704

Lessor / Federal Serial No. / State Lease No. / Encana Ls #	Lease Date	Legal Description	Lease Gross Acres	Recording Data Book	Page
WYW 148546 (13639.000) (Elk Mountain)	08/01/1999	Township 28 North, Range 104 West, 6th PM Section 22: ALL Section 23: ALL Sublette County, Wyoming	1,280.00	113	61 Doc #276705
WYW 148547 (13640.000) (Elk Mountain)	08/01/1999	Township 28 North, Range 104 West, 6th PM Section 27: ALL Sublette County, Wyoming	640.00	113	69 Doc #276706
WYW 148548 (13641.000) (Elk Mountain)	08/01/1999	Township 28 North, Range 104 West, 6th PM Section 28 E2, E2W2 Section 33 E2, E2W2 Sublette County, Wyoming	960.00	113	77 Doc #276707
WYW 148549 (13642.000) (Elk Mountain)	08/01/1999	Township 28 North, Range 104 West, 6th PM Section 29: ALL Section 30: LOTS 1-4, E2W2, E2 Section 32: N2, SW4, N2SE4 Sublette County, Wyoming	1,819.92	113	84 Doc #276708
WYW 154685 (13664.000) (Elk Mountain)	12/01/2001	Township 28 North, Range 104 West, 6th PM Section 5: LOT 4, NW4SW4 Section 14: S2NE4, NW4NW4 Sublette County, Wyoming	180.51	N/A	N/A
Little Sandy Grazing Assoc. (12985.001) (South Pass)	06/16/1999	Township 28 North, Range 105 West, 6th PM Section 28: SE4SW4 Sublette County, Wyoming	40.00	112	149 Doc #274788
(Elk Mountain)		Township 28 North, Range 104 West, 6th PM Section 4: Lot 4, W2SW4 Section 5: LOT 1(SE4NE4), 2(SW4NE4), 3(SE4NW4), 4(SW4NW4), W2SW4, N2SE4, NE4SW4, SE4SE4 Section 20: N2NW4, SE4NE4, E2SE4 Section 21: SW4SW4 Section 33: W2W2 Sublette County, Wyoming	725.90		

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Lessor / Federal Serial No. / State Lease No. / Encana Ls #	Lease Date	Legal Description	Lease Gross Acres	Recording Data Book	Page
Est. of Eldon Spicer (12985.002) (South Pass)	08/02/1999	Township 28 North, Range 105 West, 6th PM Section 28: SE4SW4 Sublette County, Wyoming	40.00	112	321 Doc #275449
(Elk Mountain)		Township 28 North, Range 104 West, 6th PM Section 33: W2W2 Sublette County, Wyoming	160.00		
Leonard W. Hay (12985.003) (Elk Mountain)	06/16/1999	Township 28 North, Range 104 West, 6th PM Section 4: Lot 4, W2SW4 Section 5: LOT 1(SE4NE4), 2(SW4NE4), 3(SE4NW4), 4(SW4NW4), W2SW4, N2SE4, NE4SW4, SE4SE4 Section 20: N2NW4, SE4NE4, E2SE4 Section 21: SW4SW4 Sublette County, Wyoming	565.90	112	161 Doc #274792
ST WY 99-00562 (13388.000) (Elk Mountain)	11/02/1999	Township 28 North, Range 104 West, 6th PM Section 11: SE4 Sublette County, Wyoming	160.00	112	666 Doc #276445
ST WY 99-00563 (13389.000) (Elk Mountain)	11/02/1999	Township 28 North, Range 104 West, 6th PM Section 14: N2NE4, NE4NW4, S2NW4, N2S2 Sublette County, Wyoming	360.00	112	668 Doc #276446
ST WY 99-00564 (13390.000) (Elk Mountain)	11/02/1999	Township 28 North, Range 104 West, 6th PM Section 32: SE4SE4 Sublette County, Wyoming	40.00	112	670 Doc #276447
Eric Juel (13646.001) (Elk Mountain)	06/16/1999	Township 28 North, Range 104 West, 6th PM Section 9: W2E2, E2W2 Sublette County, Wyoming	320.00	112	158 Doc #274791

Lessor / Federal Serial No. / State Lease No. / Encana Ls #	Lease Date	Legal Description	Lease Gross Acres	Recording Data Book	Page
Elliott Juel Ray (13646.002) (Elk Mountain)	06/16/1999	Township 28 North, Range 104 West, 6th PM Section 9: W2E2, E2W2 Sublette County, Wyoming		112	152 Doc #274789
Magagna Bros Inc (13647.001) (Elk Mountain)	06/16/1999	Township 28 North, Range 104 West, 6th PM Section 3: W2SW4 Section 9: E2NE4, NE4SE4 Section 10: W2NW4, NW4SW4 Sublette County, Wyoming	320.00	112	155 Doc #274790
John Roland Radford (13648.001) (Elk Mountain)	06/16/1999	Township 28 North, Range 104 West, 6th PM Section 5: S2SW4, SW4SE4. Section 8: N2, SW4, S2SE4, NE4SE4 Section 9: W2W2 Section 17: W2NW4 Section 18: SE4NE4 Sublette County, Wyoming	1,000.00	112	125 Doc #274780
Mary Hay Hegewald (13648.002) (Elk Mountain)	06/16/1999	Township 28 North, Range 104 West, 6th PM Section 5: S2SW4, SW4SE4. Section 8: N2, SW4, S2SE4, NE4SE4 Section 9: W2W2 Section 17: W2NW4 Section 18: SE4NE4 Sublette County, Wyoming		112	312 Doc #275446
Leonard W. Hay (13648.003) (Elk Mountain)	06/16/1999	Township 28 North, Range 104 West, 6th PM Section 5: S2SW4, SW4SE4. Section 8: N2, SW4, S2SE4, NE4SE4 Section 9: W2W2 Section 17: W2NW4 Section 18: SE4NE4 Sublette County, Wyoming		112	140 Doc #274785

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Lessor / Federal Serial No. / State Lease No. / Encana Ls #	Lease Date	Legal Description	Lease Gross Acres	Recording Data Book	Page
Joe Garrett Hay (13648.004) (Elk Mountain)	06/16/1999	Township 28 North, Range 104 West, 6th PM Section 5: S2SW4, SW4SE4. Section 8: N2, SW4, S2SE4, NE4SE4 Section 9: W2W2 Section 17: W2NW4 Section 18: SE4NE4 Sublette County, Wyoming		112	128 Doc #274781
Hanna Hay Force (13648.005) (Elk Mountain)	06/16/1999	Township 28 North, Range 104 West, 6th PM Section 5: S2SW4, SW4SE4. Section 8: N2, SW4, S2SE4, NE4SE4 Section 9: W2W2 Section 17: W2NW4 Section 18: SE4NE4 Sublette County, Wyoming		112	146 Doc #274787
John W. Hay III (13648.006) (Elk Mountain)	06/16/1999	Township 28 North, Range 104 West, 6th PM Section 5: S2SW4, SW4SE4. Section 8: N2, SW4, S2SE4, NE4SE4 Section 9: W2W2 Section 17: W2NW4 Section 18: SE4NE4 Sublette County, Wyoming		112	131 Doc #274782
Keith N. Hay (13648.007) (Elk Mountain)	06/16/1999	Township 28 North, Range 104 West, 6th PM Section 5: S2SW4, SW4SE4. Section 8: N2, SW4, S2SE4, NE4SE4 Section 9: W2W2 Section 17: W2NW4 Section 18: SE4NE4 Sublette County, Wyoming		112	134 Doc #274783

Lessor / Federal Serial No. / State Lease No. / Encana Ls #	Lease Date	Legal Description	Lease Gross Acres	Recording Data Book	Page
Emily Frances Bunning (13648.008) (Elk Mountain)	06/16/1999	Township 28 North, Range 104 West, 6th PM Section 5: S2SW4, SW4SE4. Section 8: N2, SW4, S2SE4, NE4SE4 Section 9: W2W2 Section 17: W2NW4 Section 18: SE4NE4 Sublette County, Wyoming		112	318 Doc #275448
Lucy Suzanne Bunning (13648.009) (Elk Mountain)	06/16/1999	Township 28 North, Range 104 West, 6th PM Section 5: S2SW4, SW4SE4. Section 8: N2, SW4, S2SE4, NE4SE4 Section 9: W2W2 Section 17: W2NW4 Section 18: SE4NE4 Sublette County, Wyoming		112	137 Doc #274784
Maisie Hart (13648.010) (Elk Mountain)	06/16/1999	Township 28 North, Range 104 West, 6th PM Section 5: S2SW4, SW4SE4. Section 8: N2, SW4, S2SE4, NE4SE4 Section 9: W2W2 Section 17: W2NW4 Section 18: SE4NE4 Sublette County, Wyoming		112	315 Doc #275447
Susan Hay Bell (13648.011) (Elk Mountain)	06/16/1999	Township 28 North, Range 104 West, 6th PM Section 5: S2SW4, SW4SE4. Section 8: N2, SW4, S2SE4, NE4SE4 Section 9: W2W2 Section 17: W2NW4 Section 18: SE4NE4 Sublette County, Wyoming		112	122 Doc #274779

Lessor / Federal Serial No. / State Lease No. / Encana Ls #	Lease Date	Legal Description	Lease Gross Acres	Recording Data Book	Page
Mary Hay (13648.012) (Elk Mountain)	06/16/1999	Township 28 North, Range 104 West, 6th PM Section 5: S2SW4, SW4SE4. Section 8: N2, SW4, S2SE4, NE4SE4 Section 9: W2W2 Section 17: W2NW4 Section 18: SE4NE4 Sublette County, Wyoming		112	143 Doc #274786
ST WY 03-00323 (27043.000) (Elk Mountain)	10/02/2003	Township 28 North, Range 104 West, 6th PM Section 16: All Sublette County, Wyoming	640.00	N/A	N/A
ST WY 03-00324 (27044.000) (Elk Mountain)	10/02/2003	Township 28 North, Range 104 West, 6th PM Section 20: SW4NE4 Sublette County, Wyoming	40.00	N/A	N/A
ST WY 99-00579 (13392.000) (South Pass)	11/02/1999	Township 28 North, Range 105 West, 6th PM Section 11: SW4SE4 Sublette County, Wyoming	40.00	112	680 Doc #276452
WYW 150046 (12981.000) (South Pass)	04/01/2000	Township 28 North, Range 105 West, 6th PM Section 17: ALL Section 20: ALL Section 29: W2 Section 30: LOTS 1-4, E2W2, E2 Section 32: NW4 Sublette County, Wyoming	2,376.96	117	516 Doc #283633
WYW 151801 (12982.000) (South Pass)	12/01/2000	Township 28 North, Range 105 West, 6th PM Section 18: LOTS 1-4, E2, E2W2 Section 19: LOTS 1-4, E2, E2W2 Section 33: ALL Sublette County, Wyoming	1,873.88	117	507 Doc #283632

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Lessor / Federal Serial No. / State Lease No. / Encana Ls #	Lease Date	Legal Description	Lease Gross Acres	Recording Data Book	Page
ST WY 99-00582 (13393.000) (South Pass)	11/02/1999	Township 28 North, Range 105 West, 6th PM Section 25: SW4NW4 Sublette County, Wyoming	40.00	112	682 Doc #276453
ST WY 99-00583 (13394.000) (South Pass)	11/02/1999	Township 28 North, Range 105 West, 6th PM Section 36: All Sublette County, Wyoming	640.00	112	684 Doc #276454
ST WY 99-00578 (13391.000) (South Pass)	11/02/1999	Township 28 North, Range 105 West, 6th PM Section 9: SW4NE4 Sublette County, Wyoming	40.00	112	678 Doc #276451
ST WY 99-00580 (12980.000) (South Pass)	11/02/1999	Township 28 North, Range 105 West, 6th PM Section 16: All Sublette County, Wyoming	640.00	113	366 Doc #277187
WYW 148551 (12984.000) (South Pass)	08/01/1999	Township 28 North, Range 105 West, 6th PM Section 13: W2, SE4 Section 14: E2 Section 15: W2, SE4 Section 21: N2 Section 22: W2 Section 23: NE4 Section 24: N2 Sublette County, Wyoming	2,400.00	113	100 Doc #276710
WYW 148550 (13643.000) (South Pass)	08/01/1999	Township 28 North, Range 105 West, 6th PM Section 1: LOTS 1-4, SW4 Section 2: LOTS 1-4, S2 Section 3: LOTS 1-3, 5, N2SW4, SE4SW4 Section 4: LOTS 1, 2, 5, 6, S2 Section 8: E2 Section 9: N2NW4, SW4NW4, SW4 Section 10: NE4, NE4NW4, S2NW4 Section 11: N2NE4, NW4, NW4SW4 Sublette County, Wyoming	2,337.45	113	91 Doc #276709

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Lessor / Federal Serial No. / State Lease No. / Encana Ls #	Lease Date	Legal Description	Lease Gross Acres	Recording Data Book	Page
WYW 151799 (13645.000) (South Pass)	12/01/2000	Township 28 North, Range 105 West, 6th PM Section 1: SE4 Section 9: SE4 Section 11: S2NE4, NE4SW4, S2SW4, N2SE4, SE4SE4 Section 12: All Section 13: NE4 Section 35: All Sublette County, Wyoming	2,080.00	N/A	N/A
WYW 154686 (13665.000) (South Pass)	12/01/2001	Township 28 North, Range 105 West, 6th PM Section 3: SE4 Sublette County, Wyoming	160.00	N/A	N/A
WYW 148553 (12983.000) (South Pass)	08/01/1999	Township 28 North, Range 105 West, 6th PM Section 27: SW4 Section 32: E2 Section 34: N2NE4, W2, SE4 Sublette County, Wyoming	1,040.00	113	107 Doc #276711
WYW 148553 (12983.000) (South Pass) (Cont'd)	08/01/1999	Township 28 North, Range 105 West, 6th PM Section 21: S2 Section 28: NE4, N2SW4, SW4SW4, SE4 Section 29: E2 Section 27: NW4 Section 28: NW4 Sublette County, Wyoming	1,400.00		
WYW 148555 (13644.000) (Poston Reservoir)	08/01/1999	Township 28 North, Range 106 West, 6th PM Section 1: LOTS 1-4, S2S2 Section 2: LOTS 1-4, S2S2 Section 10: N2, SE4 Section 11: ALL Sublette County, Wyoming	1,798.11	113	115 Doc #276712

Lessor / Federal Serial No. / State Lease No. / Encana Ls #	Lease Date	Legal Description	Lease Gross Acres	Recording Data Book	Page
WYW 152201 (13607.000) (Tabernacle Butte)	03/01/2001	Township 29 North, Range 105 West, 6th PM Section 19: LOTS 1-2, NE4NW4 Section 20: ALL Section 29: ALL Section 30: LOTS 1-4, E2, E2W2 Sublette County, Wyoming	2,033.14	N/A	N/A
WYW 152202 (13608.000) (Tabernacle Butte)	03/01/2001	Township 29 North, Range 105 West, 6th PM Section 28: ALL Section 33: ALL Section 34: ALL Sublette County, Wyoming	1,920.00	N/A	N/A
WYW 152203 (13609.000) (Tabernacle Butte)	03/01/2001	Township 29 North, Range 105 West, 6th PM Section 31: LOTS 1-4, E2, E2W2 Section 32: ALL Sublette County, Wyoming	1,278.40	N/A	N/A
WYW 153627 (13624.000) (Tabernacle Butte)	09/01/2001	Township 29 North, Range 105 West, 6th PM Section 5: LOTS 1, 4, SE4NE4, S2NW4, SW4, E2SE4 Section 6: LOTS 1-7, S2NE4, SE4NW4, SE4, E2SW4 Section 8: NE4NE4, S2NE4, W2NW4, SE4, E2SW4 Section 9: W2W2 Sublette County, Wyoming	1,668.00	126	227 Doc #302042
WYW 153628 (13625.000) (Tabernacle Butte)	09/01/2001	Township 29 North, Range 105 West, 6th PM Section 7: LOTS 1-4, E2W2, E2 Section 17: ALL Section 18: LOTS 1-4, W2E2, E2W2 Section 19: LOT 4, SE4NE4, E2SW4, SE4 Sublette County, Wyoming	2059.54	126	231 Doc #302044

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Lessor / Federal Serial No. / State Lease No. / Encana Ls #	Lease Date	Legal Description	Lease Gross Acres	Recording Data Book	Page
WYW 153629 (13626.000) (Tabernacle Butte)	09/01/2001	Township 29 North, Range 105 West, 6th PM Section 15: ALL Section 21: ALL Section 22: N2NE4, SW4NE4, NW4, W2SW4, SE4NE4, E2SW4, SE4 (excluding 12.00 acres in RSVR ROW WYE05111) Sublette County, Wyoming	1908.00	126	235 Doc #302046
WYW 153630 (13627.000) (Tabernacle Butte)	09/01/2001	Township 29 North, Range 105 West, 6th PM Section 25: S2N2, S2, N2NE4 (Excluding 4.00 acres in RSVR ROW WYE05111) Section 26: ALL Section 27: NE4, E2NW4, S2, W2 NW4 (Excluding 2.00 acres in RSVR ROW WYE05111) Section 35: ALL Sublette County, Wyoming	2474.00	126	239 Doc #302048
WYW 155017 (13684.000) (Tabernacle Butte)	03/01/2002	Township 29 North, Range 105 West, 6th PM Section 3: LOTS 1-4, S2N2, S2 Section 4: LOTS 1-4, S2N2, S2 Section 9: E2, E2W2 Section 10: ALL Sublette County, Wyoming	2403.76	N/A	N/A
WYW 155018 (13685.000) (Tabernacle Butte)	03/01/2002	Township 29 North, Range 105 West, 6th PM Section 13: ALL Section 14: ALL Section 23: N2N2, S2, S2N2 (Excluding 7.00 acres in RSVR ROW WYE05111) Section 24: NE4, N2NW4, SE4NW4, NE4SW4, SW4 NW4, NW4 SW4 (Excluding 2.00 acres in RSVR ROW WYE05111) Sublette County, Wyoming	2311.00	N/A	N/A

Lessor / Federal Serial No. / State Lease No. / Encana Ls #	Lease Date	Legal Description	Lease Gross Acres	Recording Data Book	Page
ST WY 01-00160 (13605.000) (Tabernacle Butte)	04/02/2001	Township 29 North, Range 105 West, 6th PM Section 19: LOT 3(NW4SE4), N2NE4, SW4NE4,S E4NW4 Sublette County, Wyoming	198.68	N/A	N/A
ST WY 03-00211 (27038.000) (Tabernacle Butte)	06/02/2003	Township 29 North, Range 105 West, 6th PM Section 36: All Sublette County, Wyoming	640.00	N/A	N/A
ST WY 01-00386 (13594.000) (Buckskin Crossing)	06/02/2001	Township 30 North, Range 105 West, 6th PM Section 17: SW4SW4 Sublette County, Wyoming	40.00	N/A	N/A
ST WY 01-00387 (13595.000) (Buckskin Crossing)	06/02/2001	Township 30 North, Range 105 West, 6th PM Section 19: LOTS 2, 3, 4, NE4, SE4NW4, NE4SW4 Sublette County, Wyoming	347.71	N/A	N/A
ST WY 01-00388 (13596.000) (Buckskin Crossing)	06/02/2001	Township 30 North, Range 105 West, 6th PM Section 20: NW4NW4, NW4SW4 Sublette County, Wyoming	80.00	N/A	N/A
ST WY 01-00392 (13597.000) (Buckskin Crossing)	06/02/2001	Township 30 North, Range 106 West, 6th PM Section 25: N2NE4, SW4NE4 Sublette County, Wyoming	120.00	N/A	N/A
ST WY 01-00393 (13597.000) (Fremont Butte)	06/02/2001	Township 31 North, Range 106 West, 6th PM Section 28: NE4SW4, S2SW4, SE4 Sublette County, Wyoming	280.00	N/A	N/A
ST WY 01-00446 (13623.000) (Fremont Butte)	08/02/2001	Township 31 North, Range 106 West, 6th PM Section 33: N2N2 Sublette County, Wyoming	160.00	N/A	N/A

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 oil and gas leasehold estates, with respect to the oil and gas leases and lands described on Exhibit "A" attached hereto and made a part hereof:

Anschutz Exploration Corporation Royalty Pool
555 17th Street, Suite 2400
Denver, CO 80202
an undivided 1.5 of 8/8ths

Anschutz Resources Corporation
555 17th Street, Suite 2400
Denver, Co 80202
an undivided 1.35 of 8/8ths

Hal B. Koerner, Jr. and Diane Lynn Koerner
Joint Tenants with Right of Survivorship
6811 Hillridge Place
Parker, CO 80134
an undivided .3 of 1% of 8/8ths

William J. Miller and Nancy Miller
Joint Tenants with Right of Survivorship
5233 West Capri Place
Littleton, CO 80123
an undivided .3 of 1% of 8/8ths

Scott L. Hajicek and Marilyn S. Hajicek
Joint Tenants with Right of Survivorship
2980 South Newcombe Way
Lakewood, CO 80227
an undivided .25 of 1%of 8/8ths

Todd R. Kalstrom and Pamela S. Kalstrom
Joint Tenants with Right of Survivorship
6732 West Princeton Place
Denver, Co 80235
an undivided .3 of 1% of 8/8th

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.

310885

310885

RECORDED May 5 AD 05 11:35
IN BOOK 130 D+G PAGE 159
FEES $4.00 Mary L. [illegible] CLERK
SUBLETTE COUNTY [illegible] WYOMING
By Cathy Scott

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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 30th day March.

ATTEST: ANSCHUTZ PINEDALE CORPORATION

By: _____
Assistant Secretary

By: _____
Pamela S. Kalstrom
Assistant Vice President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Before me, the undersigned authority, on this day personally appeared PAMELA S. KALSTROM, Assistant Vice President of 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 30th day of March, 2005.

_____
Cecily Ann Voruz, Notary Public

My Commission Expires:

January 27, 2006

EXHIBIT "A"
PINEDALE PROSPECT

LEASE NUMBER	LESSOR LESSEE	EFF DATE	DESCRIPTION	GROSS ACRES	RECORDING COUNTY
WY-2767-00026-AB	LON MICHAEL MCKINSEY, A SINGLE MAN ANSCHUTZ PINEDALE CORPORATION	05/14/04	TOWNSHIP 32 NORTH, RANGE 108 WEST, 6TH PM SECTION 3: LOTS 1(35.19), 2(35.25), 4(35.37), S2NE, S2NW SECTION 4: LOT 1(35.36), SENE	341.1700	BK/PG: 127/670 SUBLETTE
WY-2767-0027-AJ	LEONARD JENSEN AND TRINNI JENSEN, HUSBAND AND WIFE ANSCHUTZ PINEDALE CORPORATION	11/14/03	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS:** TOWNSHIP 33 NORTH, RANGE 108 WEST, 6TH PM SECTION 26: SW SECTION 34: SENE, N2SE, SESE SECTION 35: W2	640.0000	BK/PG: 126/108 SUBLETTE
WY-2767-0027-AK	SYLVIA ECKARD AND JAMES ECKARD, WIFE AND HUSBAND ANSCHUTZ PINEDALE CORPORATION	11/14/03	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS:** TOWNSHIP 33 NORTH, RANGE 108 WEST, 6TH PM SECTION 26: SW SECTION 34: SENE, N2SE, SESE SECTION 35: W2	640.0000	BK/PG: 126/106 SUBLETTE
WY-2767-00027-AL	DANIEL CARLSON AND PAM J CARLSON, HUSBAND AND WIFE ANSCHUTZ PINEDALE CORPORATION	11/14/03	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS:** TOWNSHIP 33 NORTH, RANGE 108 WEST, 6TH PM SECTION 26: SW SECTION 34: SENE, N2SE, SESE SECTION 35: W2	640.0000	BK/PG: 126/102 SUBLETTE
WY-2767-0027-AM	JIMMY DITTON AND ROSE DITTON, HUSBAND AND WIFE ANSCHUTZ PINEDALE CORPORATION	11/14/03	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS:** TOWNSHIP 33 NORTH, RANGE 108 WEST, 6TH PM SECTION 26: SW SECTION 34: SENE, N2SE, SESE SECTION 35: W2	640.0000	BK/PG: 126/110 SUBLETTE
WY-2767-00027AN	CHERYL KELLY, A MARRIED WOMAN, DEALING IN HER SOLE AND SEPARATE PROPERTY ANSCHUTZ PINEDALE CORPORATION	05/07/04	TOWNSHIP 32 NORTH, RANGE 108 WEST, 6TH PM SECTION 4: LOTS 2(35.28), 3(35.20), SWNE TOWNSHIP 33 NORTH, RANGE 108 WEST, 6TH PM SECTION 26: SW SECTION 34: SENE, N2SE, SESE SECTION 35: W2	750.4800	BK/PG: 127/666 SUBLETTE

EXHIBIT "A"
PINEDALE PROSPECT

LEASE NUMBER	LESSOR LESSEE	EFF DATE	DESCRIPTION	GROSS ACRES	RECORDING COUNTY
WY-2767-00027-AO	DUANE EDWIN DITTON, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE PROPERTY ANSCHUTZ PINEDALE CORPORATION	05/07/04	TOWNSHIP 32 NORTH, RANGE 108 WEST, 6TH PM SECTION 4: LOTS 2(35.28), 3(35.20), SWNE TOWNSHIP 33 NORTH, RANGE 108 WEST, 6TH PM SECTION 26: SW SECTION 34: SENE, N2SE, SESE SECTION 35: W2	750.4800	BK/PG: 127/664 SUBLETTE
WY-2767-00027-AP	BEVERLY EVANS, A MARRIED WOMAN DEALING IN HER SOLE AND SEPARATE PROPERTY ANSCHUTZ PINEDALE CORPORATION	05/07/04	TOWNSHIP 32 NORTH, RANGE 108 WEST, 6TH PM SECTION 4: LOTS 2(35.28), 3(35.20), SWNE TOWNSHIP 33 NORTH, RANGE 108 WEST, 6TH PM SECTION 26: SW SECTION 34: SENE, N2SE, SESE SECTION 35: W2	750.4800	BK/PG: 127/668 SUBLETTE
WY-2767-00028-AB	CARROL D MCINTOSH, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE PROPERTY ANSCHUTZ PINEDALE CORPORATION	07/18/03	TOWNSHIP 32 NORTH, RANGE 108 WEST, 6TH PM SECTION 4: SENW, E2SW SECTION 9: SE, E2W2, S2NE, LESS AND EXCEPT THAT TRACT DEEDED TO UPPER GREEN RIVER CEMETERY DISTRICT, SITUATED IN PART IN THE W2NESW, DESC'D IN QCD'S BOOK 5, PAGE 544 SECTION 10: SWNW, W3SENW, W3E/2SW, W2SW	671.4000	BK/PG: 125/307 SUBLETTE
WY-2767-00028-AC	MARY LU MATYLINSKI, A MARRIED WOMAN, DEALING IN HER SOLE AND SEPARATE PROPERTY ANSCHUTZ PINEDALE CORPORATION	07/18/03	TOWNSHIP 32 NORTH, RANGE 108 WEST, 6TH PM SECTION 4: SENW, E2SW SECTION 9: SE, E2W2, S2NE, LESS AND EXCEPT THAT TRACT DEEDED TO UPPER GREEN RIVER CEMETERY DISTRICT, SITUATED IN PART IN THE W2NESW, DESC'D IN QCD'S IN BOOK 5, AT PAGE 544. SECTION 10: SWNW, W3SENW, W3E/2SW, W2SW	671.4000	BK/PG: 125/309 SUBLETTE
WY-2767-00037-AF	CHERYL KELLY, A MARRIED WOMAN, DEALING IN HER SOLE AND SEPARATE PROPERTY ANSCHUTZ PINEDALE CORPORATION	02/23/04	TOWNSHIP 32 NORTH, RANGE 108 WEST, 6TH PM SECTION 22: SW, N2SE	240.0000	BK/PG: 127/192 SUBLETTE

EXHIBIT "A"
PINEDALE PROSPECT

LEASE NUMBER	LESSOR LESSEE	EFF DATE	DESCRIPTION	GROSS ACRES	RECORDING COUNTY
WY-2767-00037-AG	BEVERLY EVANS, A MARRIED WOMAN DEALING IN HER SOLE AND SEPARATE PROPERTY ANSCHUTZ PINEDALE CORPORATION	02/23/04	TOWNSHIP 32 NORTH, RANGE 108 WEST, 6TH PM SECTION 22: SW, N2SE	240.0000	BK/PG: 127/194 SUBLETTE
WY-2767-00037-AH	DUANE EDWIN DITTON, A MARRIED MAN DEALING IN HIS SOLE AND SEPARATE PROPERTY ANSCHUTZ PINEDALE CORPORATION	02/23/04	TOWNSHIP 32 NORTH, RANGE 108 WEST, 6TH PM SECTION 22: SW, N2SE	240.0000	BK/PG: 127/190 SUBLETTE
WY-2767-00058	FRANCES E STEINMETZ TRUSTEE OF THE ANNE BARGER TRUST ANSCHUTZ PINEDALE CORPORATION	07/11/03	TOWNSHIP 33 NORTH, RANGE 108 WEST, 6TH PM SECTION 33: S2SE, NWSE	120.0000	BK/PG: 125/241 SUBLETTE
WY-2767-00059	BARGER FAMILY PARTNERSHIP A NEVADA LIMITED PARTNERSHIP FRANCES E. STEINMETZ, GP ANSCHUTZ PINEDALE CORPORATION	07/11/03	TOWNSHIP 31 NORTH, RANGE 108 WEST, 6TH PM SECTION 5: LOTS 1, 2, 3, 5, 6, 7, 8, 9 & 13, SWNE, SENW SECTION 6: LOTS 8, 9, 10 & 11 SECTION 8: NWNW	514.6100	BK/PG: 125/238 SUBLETTE
WY-2767-0060-AA	BARGER FAMILY PARTNERSHIP A NEVADA LIMITED PARTNERSHIP FRANCES E. STEINMETZ, GP ANSCHUTZ PINEDALE CORPORATION	07/10/03	TOWNSHIP 32 NORTH, RANGE 108 WEST, 6TH PM SECTION 15: NE, E2NW, E2SWNW, SW, SE SECTION 16: ALL, EXCEPT 99.008 ACRES DESC' IN WD DATED 01/27/39, REC'D IN BOOK 3, AT PAGE 438 & EXCEPT 12.26 ACRES DESC'D IN WD DATED 06/16/39, REC'D IN BOOK 3, AT PAGE 479 SECTION 17: LOT 4(40.73), SE, S2NE, EXCEPT PART OF S2NE LYING NORTH OF ROW OF PARADISE ROAD, SUBLETTE CO., ROAD 23-36 SECTION 20: NENE, SENE, NESE, SESE (ADA E2E2) SECTION 21: NW, N2SW, SESW SECTION 28: SW, N2NW, SENW SECTION 29: LOTS 4(40.30), 5(40.49), 6(40.60), 7(40.60), 8(40.49), E2NE, SWNE, SE SECTION 32: NE, NW (ADA N2), SE SECTION 33: NW	3231.9420	BK/PG: 125/232 SUBLETTE

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EXHIBIT "A"
PINEDALE PROSPECT

LEASE NUMBER	LESSOR LESSEE	EFF DATE	DESCRIPTION	GROSS ACRES	RECORDING COUNTY
WY-2767-00060-AB	FRANCES E STEINMETZ TRUSTEE OF THE TRUST I ESTATE ANSCHUTZ PINEDALE CORPORATION	07/11/03	TOWNSHIP 32 NORTH, RANGE 108 WEST, 6TH PM SECTION 20: NENE SECTION 21: NWNW	80.0000	BK/PG: 125/229 SUBLETTE
WY-2767-00060-AC	FRANCES E STEINMETZ TRUSTEE OF THE ANNE E BARGER TRUST ANSCHUTZ PINEDALE CORPORATION	07/10/03	TOWNSHIP 32 NORTH, RANGE 108 WEST, 6TH PM SECTION 5: LOTS 3(34.91), 4(34.79), SENW, THAT PART OF SWNW, BEING ON THE NORTHERLY SIDE OF WYOMING STATE HWY, US 187, CONT. 32.90 ACRES M/L SECTION 6: PART OF LOT 4, BEING ON THE NORTHERLY SIDE OF WYOMING STATE HWY., US 187, CONT 31.54 ACRES, M/L SECTION 20: NENE SECTION 21: NWNW	264.7100	BK/PG: 125/235 SUBLETTE
WY-2767-00063	JEPTHA E RICHIE, A SINGLE MAN AND NORMAN H RICHIE, A SINGLE MAN ANSCHUTZ PINEDALE CORPORATION	11/14/03	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS:** TOWNSHIP 31 NORTH, RANGE 108 WEST, 6TH PM SECTION 4: LOT 2(40.24), 3 (40.40), 4(40.56)	121.2000	BK/PG: 126/116 SUBLETTE

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 oil and gas leasehold estates, with respect to the oil and gas leases and lands described on Exhibit "A" attached hereto and made a part hereof:

Anschutz Exploration Corporation Royalty Pool
555 17th Street, Suite 2400
Denver, CO 80202
an undivided .75 of 1% of 8/8ths

Anschutz Resources Corporation
555 17th Street, Suite 2400
Denver, Co 80202
an undivided .675 of 1% of 8/8ths

Hal B. Koerner, Jr. and Diane Lynn Koerner
Joint Tenants with Right of Survivorship
6811 Hillridge Place
Parker, CO 80134
an undivided .15 of 1% of 8/8ths

William J. Miller and Nancy Miller
Joint Tenants with Right of Survivorship
5233 West Capri Place
Littleton, CO 80123
an undivided .15 of 1% of 8/8ths

Scott L. Hajicek and Marilyn S. Hajicek
Joint Tenants with Right of Survivorship
2980 South Newcombe Way
Lakewood, CO 80227
an undivided .125 of 1%of 8/8ths

Todd R. Kalstrom and Pamela S. Kalstrom
Joint Tenants with Right of Survivorship
6732 West Princeton Place
Denver, Co 80235
an undivided .15 of 1% of 8/8th

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.

310886

RECORDED May 5 2005 11:35 AM
IN BOOK 130 B+G PAGE 165
FEES $ 19.00
SUBLETTE COUNTY CLERK
By Cathy Saxton

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 30th day March, 2005.

ATTEST:

ANSCHUTZ PINEDALE CORPORATION

ANSCHUTZ PINEDALE CORPORATION COLORADO SEAL

ley
ecretary

By:
Pamela S. Kalstrom
Assistant Vice President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Before me, the undersigned authority, on this day personally appeared PAMELA S. KALSTROM, Assistant Vice President of 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 30th day of March, 2005.

Cecily Ann Voruz, Notary Public

My Commission Expires:

January 27, 2006

NOTARY PUBLIC CECILY ANN VORUZ STATE OF COLORADO

EXHIBIT "A"
PINEDALE PROSPECT

LEASE NUMBER	LESSOR LESSEE	EFF DATE	DESCRIPTION	GROSS ACRES	RECORDING COUNTY
WY-2767-00006-AB	WILLIAM H REISNER, JR ANSCHUTZ PINEDALE CORPORATION	11/13/03	T33N-R109W, 6TH PM SECTION 13: E2SE SECTION 24: PART OF W2W2NW, LESS 1.99 ACRES	118.01	BK/PG: 126/104 SUBLETTE
WY-2767-0027-AJ	LEONARD JENSEN AND TRINNI JENSEN ANSCHUTZ PINEDALE CORPORATION	11/14/03	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS:** T32N-R108W, 6TH PM SECTION 4: LOTS 2(35.28), 3(35.20), SWNE	110.48	BK/PG: 126/108 SUBLETTE
WY-2767-0027-AK	SYLVIA ECKARD ANSCHUTZ PINEDALE CORPORATION	11/14/03	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS:** T32N-R108W, 6TH PM SECTION 4: LOTS 2(35.28), 3(35.20), SWNE	110.48	BK/PG: 126/106 SUBLETTE
WY-2767-00027-AL	DANIEL CARLSON ANSCHUTZ PINEDALE CORPORATION	11/14/03	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS:** T32N-R108W, 6TH PM SECTION 4: LOTS 2(35.28), 3(35.20), SWNE	110.48	BK/PG: 126/102 SUBLETTE
WY-2767-0027-AM	JIMMY DITTON ANSCHUTZ PINEDALE CORPORATION	11/14/03	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS:** T32N-R108W, 6TH PM SECTION 4: LOTS 2(35.28), 3(35.20), SWNE	110.48	BK/PG: 126/110 SUBLETTE
WY-2767-00034-AB	FLOYD E BOUSMAN ANSCHUTZ PINEDALE CORPORATION	11/05/03	T32N-R108W, 6TH PM SECTION 11: NE SECTION 22: N2	480.00	BK/PG: 125/721 SUBLETTE
WY-2767-00037-AE	HERMAN A GENETTI AND IMOGENE GENETTI ANSCHUTZ PINEDALE CORPORATION	01/23/04	T32N-R108W, 6TH PM SECTION 22: SW, N2SE	240.00	BK/PG: 126/314 SUBLETTE
WY-2767-00039-AC	PATRICK JOHNSON ANSCHUTZ PINEDALE CORPORATION	11/01/03	T32N-R108W, 6TH PM SECTION 22: S2SE SECTION 26: 121.23 ACRES IN THE N2N2 DESCRIBED IN QCD IN BOOK 3 QCD'S, AT PAGE 21 SECTION 27: W2 LESS AND EXCEPT 5 ACRES DESCRIBED IN QCD REC'D IN BOOK 1 QCD'S, AT PAGE 610 AND N2NE LESS AND EXCEPT A 60' ROW FOR A ROAD ALONG THE SOUTH BOUNDARY OF SAID N2NE DESCRIBED IN QCD REC'D IN BOOK 3 QCDs, AT PAGE 21 SECTION 34: NW	752.63	BK/PG: 125/717 SUBLETTE

EXHIBIT "A"
PINEDALE PROSPECT

LEASE NUMBER	LESSOR LESSEE	EFF DATE	DESCRIPTION	GROSS ACRES	RECORDING COUNTY
WY-2767-00039-AD	GRACE B ANDERSON ANSCHUTZ PINEDALE CORPORATION	11/01/03	T32N-R108W, 6TH PM SECTION 22: S2SE SECTION 26: 121.23 ACRES IN THE N2N2 DESCRIBED IN QCD IN BOOK 3 QCD'S, AT PAGE 21 SECTION 27: W2 LESS AND EXCEPT 5 ACRES DESCRIBED IN QCD REC'D IN BOOK 1 QCD'S, AT PAGE 610 AND N2NE LESS AND EXCEPT A 60' ROW FOR A ROAD ALONG THE SOUTH BOUNDARY OF SAID N2NE DESCRIBED IN QCD REC'D IN BOOK 3 QCDs, AT PAGE 21 SECTION 34: NW	752.63	BK/PG: 125/719 SUBLETTE
WY-2767-00061-AA	GORDON STEELE LIVING TRUST, DATED JANUARY 26, 1995, DONNA M STEELE AND RHONDA F SWAIN, TRUSTEES ANSCHUTZ PINEDALE CORPORATION	10/22/03	T32N-R108W, 6TH PM SECTION 16: A TRACT IN THE NE, NENW, NESE, CONT. 99 ACRES M/L EXCEPTING THEREFROM 3 TRACTS OF LAND RECORDED IN SUBLETTE COUNTY, WYOMING IN: BOOK 7 DEEDS AT PAGE 263, BOOK 10 DEEDS, AT PAGE 179 AND BOOK 5 QCD'S, AT PAGE 570	99.00	BK/PG: 125/711 SUBLETTE
WY-2767-00061-AB	DONNA M STEELE LIVING TRUST DATED JANUARY 26, 1995 DONNA M STEELE TRUSTEE ANSCHUTZ PINEDALE CORPORATION	10/22/03	T32N-R108W, 6TH PM SECTION 16: A TRACT IN THE NE, NENW, NESE, CONT. 99 ACRES M/L EXCEPTING THEREFROM 3 TRACTS OF LAND RECORDED IN SUBLETTE COUNTY, WYOMING IN: BOOK 7 DEEDS AT PAGE 263, BOOK 10 DEEDS, AT PAGE 179 AND BOOK 5 QCD'S, AT PAGE 570	99.00	BK/PG: 125/714 SUBLETTE
WY-2767-00062-AA	ANNA M DEW ANSCHUTZ PINEDALE CORPORATION	11/26/03	T32N-R108W, 6TH PM SECTION 26: N2S2 SECTION 27: SE, S2NE	400.00	BK/PG: 126/112 SUBLETTE
WY-2767-00062-AB	WILLIAM R MITCHELL ANSCHUTZ PINEDALE CORPORATION	11/26/03	T32N-R108W, 6TH PM SECTION 26: N2S2 SECTION 27: SE, S2NE	400.00	BK/PG: 126/114 SUBLETTE
WY-2767-00063	JEPTHA E RICHIE AND NORMAN H RICHIE ANSCHUTZ PINEDALE CORPORATION	11/14/03	**INSOFAR AND ONLY INSOFAR AS LEASE COVERS:** T32N-R108W, 6TH PM SECTION 21: E2 SECTION 28: E2 SECTION 33: E2, SW SECTION 34: ALL OF THE SW LYING S&E OF THE EAST FORK RIVER, RESERVING THEREFROM A TRACT DESCRIBED IN THE O&G LEASE	1250.00	BK/PG: 126/116 SUBLETTE

1668

[redacted] [redacted] [redacted]

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 Properties)

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

This Conveyance is based upon the following matters:

A. By instrument entitled "Assignment of Overriding Royalty Interests" recorded in Book 127, Page 179, of the Oil and Gas Records of Sublette County, Wyoming, and instrument entitled "Correction of Legal Description in Assignment and Bill of Sale" recorded in Book 127, Page 606, of the Oil and Gas Records of Sublette County, Wyoming, Noble Royalties, Inc., was conveyed certain overriding royalty interests in and to certain leases, lands, and wells located in Sublette County, Texas.

For purposes of this document, such above-referenced documents are hereinafter referred to as the "Noble Assignments," and all of the property rights and interests granted and conveyed by such documents are hereinafter referred to as the "Property."

B. By Conveyance effective April 1, 2004, recorded in Book 128, Page 439, of the Oil and Gas Records of Sublette County, Wyoming, Noble Royalties, Inc., did grant and convey to Royal Mesa, Inc., an undivided .00012889 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., desires to assign and convey to Julie Floyd 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 Julie Floyd ("Grantee"), whose address is 4849 Greenville Avenue, Suite 1111, Dallas, Texas 75206, 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 Assignments. This Conveyance shall be subject to all of the rights and obligations, and other terms and provisions, of the Mesa Conveyance.

310917

RECORDED May 6 2005 1:25 PM
IN BOOK 130 Misc PAGE 169
FEES $14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Smith DEPUTY

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, and their respective successors and assigns.

This Conveyance covers and includes all proceeds for oil and gas production attributable to Grantor's share of the Property which have not been distributed to Grantor as of November 24, 2004.

Executed this 24th day of April, 2005.

ROYAL MESA, INC.

By: _____
Alfred C. Teran, President

_____
ALFRED C. TERAN

STATE OF TEXAS §
§
COUNTY OF Dallas § §

This instrument was acknowledged before me on this the 26th day of April, 2005, by Alfred C. Teran, as president of **ROYAL MESA, INC.**, a Texas corporation, on behalf of such corporation.

KURT M. DANIEL
MY COMMISSION EXPIRES
April 8, 2006

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF Dallas § §

This instrument was acknowledged before me on this the 26th day of April, 2005, by **ALFRED C. TERAN**.

Notary Public, State of Texas

F:\WP\Floyd, Mike\royalmesa 56 pinedale crest royal mesa to julie

KURT M. DANIEL
MY COMMISSION EXPIRES
April 8, 2006

Upon completion of your recording procedures, please return this recorded original to:

Kurt M. Daniel, P.C.
Suite 1111
4849 Greenville Avenue
Dallas, Texas 75206

172

N. Pinedale
WY-00117-00 et al

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

02 FEB -4 AM 9:00

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

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

Lease Serial No.
SeeEXHIBIT A attached

Lease Effective Date
(Anniversary Date)
SeeEXHIBIT A attached

New Serial No.

Type or print plainly in ink and sign in ink.

W-130234

PART A: ASSIGNMENT

1. Assignee* SHELL ROCKY MOUNTAIN PRODUCTION LLC
Street 200 North Dairy Ashford
City, State, ZIP Code Houston, Texas 77079

*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
*Refer to Exhibit "A" attached hereto and made a part hereof, for the percentages of interest owned, conveyed and retained in the federal oil and gas leases being assigned.	*	*	*	*	*

RECORDED May 10 2005 11:56AM
IN BOOK 130 Misc PAGE 172
FEES $ 33.00 Mary L. Lankaster COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Patti Baxter
31096 2

CERTIFIED
to be a true and correct comparative copy of the record on file
2005
BUREAU OF LAND MANAGEMENT

ORIGINAL

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands; Assignment approved effective MAR 01 2002

By Chance E. Forest
(Authorized Officer)

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

LAND LAW EXAMINER (Title)

APR 12 2002 (Date)

[redacted] [redacted] [redacted]

Part A (Continued): ADDITIONAL SPACE for Names [redacted] addresses of additional assignees in Item No. 1, if [redacted] ed, 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 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 15th day of January ,20 02
But shall be effective as of 12-1-01
Name of Assignor as shown on current lease KERR-MCGEE ROCKY MOUNTAIN CORPORATION
Please type or print

Assignor or Attorney-in-fact [signature]
JANET W. PASQUE - VICE PRESIDENT
1999 BROADWAY, SUITE 3600
(Assignor's Address)
DENVER (City) CO (State) 80202 (Zip Code)

Executed this 15th day of January , 20 02
But shall be effective as of 12-1-01
SHELL ROCKY MOUNTAIN PRODUCTION LLC

Assignee or Attorney-in-Fact [signature]
Attorney-In-Fact
Y N Youssef

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

EXHIBIT A
North Pinedale Prospect
Sublette County, WY

RECORD TITLE ASSIGNMENT					PERCENT OF INTEREST			PERCENT OF OVERRIDING ROYALTY	
KM LEASE NO.	LESSOR	LEASE DATE	DESCRIPTION	GROSS ACRES	OWNED	CONVEYED	RETAINED	RESERVED	PREVIOUSLY RESERVED
WY-0117-00	WYW-130234	9/1/1993	Township 33 North, Range 109 West	1,669.79	70.00%	70.00%	0.00%	0.00%	burdens of record
			Sec. 5: SW/4, SW/4SE/4						
			Sec. 6: SE/4						
			Sec. 7: Lots 2, 3,4, E/2, E/2W/2						
			Sec. 8: ALL						
			Sec. 17: N/2NE/4						
WY-0118-00	WYW-128254	1/1/1993	Township 33 North, Range 110 West	2,519.83	70.00%	70.00%	0.00%	0.00%	burdens of record
			Sec. 1: Lots 2, 3, 4, S/2N/2, SW/4, N/2SE/4, SW/4SE/4, N/2SE/4SE/4, SW/4SE/4SE/4						
			Sec. 2: Lots 1, 2, 3, 4, S/2N/2, S/2						
			Sec. 3: Lots 1, 2, 3, 4, S/2NE/4, SE/4NW/4, NE/SW/4, SE/4						
			Sec. 10: E/2E/2						
			Sec. 11: All						
WY-0119-00	WYW-128255	1/1/1993	Township 33 North, Range 110 West	2,060.00	70.00%	70.00%	0.00%	0.00%	burdens of record
			Sec. 12: S/2NE/4NE/4, W/2NE/4, SE/4NE/4, W/2, SE/4						
			Sec. 13: All						
			Sec. 14: All						
			Sec. 15: E/2E/2						
WY-0120-00	WYW-130969	12/1/1993	Township 33 North, Range 110 West	1,280.00	70.00%	70.00%	0.00%	0.00%	burdens of record
			Sec. 24: All						
			Sec. 25: All						
WY-000122-000	WYW-130970	12/1/1993	Township 34 North, Range 109 West	281.85					
			Sec. 4: Lot 4		60.00%	60.00%	0.00%	0.00%	burdens of record
			Sec. 9: E/2SW/4, SE/4		70.00%	70.00%	0.00%	0.00%	burdens of record

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 22 2005
BUREAU OF LAND

EXHIBIT A
North Pinedale Prospect
Sublette County, WY

RECORD TITLE ASSIGNMENT					PERCENT OF INTEREST			PERCENT OF OVERRIDING ROYALTY	
KM LEASE NO.	LESSOR	LEASE DATE	DESCRIPTION	GROSS ACRES	OWNED	CONVEYED	RETAINED	RESERVED	PREVIOUSLY RESERVED
WY-0126-00	WYW-131468	4/1/1994	Township 34 North, Range 109 West	800.00	70.00%	70.00%	0.00%	0.00%	burdens of record
			Sec. 17: W/2NW/4, SE/4NW/4, SW/4, W/2SE/4						
			Sec. 18: E/2E/2, NW/4SE/4						
			Sec. 19: NE/4SE/4						
			Township 34 North, Range 110 West						
			Sec. 24: NE/4NE/4						
			Sec. 27: W/2W/2						
WY-0127-00	WYW-128256	1/1/1993	Township 34 North, Range 110 West	1,240.00	70.00%	70.00%	0.00%	0.00%	burdens of record
			Sec. 33: N/2NE/4, SE/4NE/4, NE/4SE/4						
			Sec. 34: NW/4NE/4, S/2N/2, NW/4NW/4, S/2						
			Sec. 35: NW/4NE/4, S/2N/2, S/2						
IT IS THE INTENT OF ASSIGNOR TO CONVEY TO ASSIGNEE ALL ITS RIGHT, TITLE AND INTEREST IN THE SUBJECT LANDS INCLUDING ALL WORKING INTEREST, OVERRIDING ROYALTY INTEREST AND REVERSIONARY INTEREST.									

CERTIFIED
to be a true and comparative copy
of the official records on file
APR 22 2005
BUREAU OF LAND MANAGEMENT

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Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFER TO LEASE AND LEASE FOR OIL AND GAS

Serial No.
WYW161898
WY-09870-001

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: SWEPI LP
   Street: PO BOX 576
   City, State, Zip Code: HOUSTON, TX 770010576

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

Total acres applied for _____

Amount remitted: Filing fee $ _____ Rental fee $ _____ Total $ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 033N R. 112W Meridian 06th State WY County Sublette
Sec. 033 SW¼SW¼;
034 S2S2;

310364

RECORDED May 10 2005 2:20PM
IN BOOK 130 046 PAGE 176
FEES $ 29.00 Mary L. Lythgoe COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Cotton

Total acres in lease 200.000
Rental retained $ 300.00

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)

Chief, Fluid Minerals Adjudication
(Title)

MAR 30 2005
(Date)

EFFECTIVE DATE OF LEASE APR 01 2005

(Continued on reverse)

FOR LESSEE

Tear

INSTRUCTIONS

Tear

A. General

1. The front of this form is to be completed only by parties filing for a noncompetitive lease. The BLM will complete front of form for all other types of leases.

2. Entries **must** be typed or printed plainly in ink. Offeror **must** sign Item 4 in ink.

3. An original and two copies of this offer **must** be prepared and filed in the proper BLM State Office. See regulations at 43 CFR 1821.2-1 for office locations.

4. If more space is needed, additional sheets **must** be attached to **each** copy of the form submitted.

B. Special:

Item 1—Enter offeror's name and billing address.

Item 2—Identify the mineral status and, if acquired lands, percentage of Federal ownership of applied for minerals. Indicate the agency controlling the surface of the land and the name of the unit or project which the land is a part. The same offer may not include both Public Domain and Acquired lands. Offeror also may provide other information that will assist in establishing title for minerals. The description of land **must** conform to 43 CFR 3110. A single parcel number and Sale Date shall be the **only** acceptable description during the period from the first day following the end of a competitive process until the end of that same month, using the parcel number on the List of Lands Available for Competitive Nominations or the Notice of Competitive Lease Sale, whichever is appropriate.

Payments: The amount remitted **must** include the filing fee and the first year's rental at the rate of $1.50 per acre or fraction thereof. The full rental based on the total acreage applied for **must** accompany an offer even if the mineral interest of the United States is less than 100 percent. The filing fee will be retained as a service charge even if the offer is completely rejected or withdrawn. To protect priority, it is important that the rental submitted be sufficient to cover all the land requested. If the land requested includes lots or irregular quarter-quarter sections, the exact area of which is not known to the offeror, rental should be submitted on the basis of each such lot or quarter-quarter section containing 40 acres. If the offer is withdrawn or rejected in whole or in part before a lease issues, the rental remitted for the parts withdrawn or rejected will be returned.

Item 3—This space will be completed by the United States.

[redacted] [redacted] [redacted]

PAPERWORK REDUCTION ACT STATEMENT

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

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 lease activity.
3. Response to this request is required to obtain a benefit.

NOTICE

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

AUTHORITY: 30 U.S.C. 181 et seq., 30 U.S.C. 351-359

PRINCIPAL PURPOSE—The information is to be used to process oil and gas offers and leases.

ROUTINE USES:

(1) The adjudication of the lessee'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 consent 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—If all the information is not provided, the offer may be rejected. See regulations at 43 CFR 3100.

---

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.

WYW161898

MULTIPLE MINERAL DEVELOPMENT STIPULATION

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

THIS STIPULATION APPLIES TO ALL PARCELS

[redacted] [redacted] [redacted]

LEASE NOTICE NO. 1

WYW161898

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 UNDER BLM JURISDICTION

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LEASE NOTICE NO. 2

WY W161898

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 UNDER BLM JURISDICTION

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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.

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.)

WYW161898

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 Field Office GIS database, or as determined by a pre-disturbance raptor survey;

For the purpose of:

(3) protecting Raptor nesting habitat.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of the stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

[redacted] [redacted] [redacted]

WYW161398

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.

Form Approved by the Board

and Effective January 6, 1998

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STATE OF WYOMING
OIL AND GAS LEASE

Lease # 04-00337
Parcel # 368
Fund Code: CS

WY-09679-002

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**:

P.J. Petroland, LLC

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:28N Range: 104W 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.

LESSEE: Patty Pen

Address: P.O. Box 1159

City: Katy State: TX Zip: 77492

Phone # 281-579-6300

By: [redacted]
Director
Office of State Lands and

31097

RECORDED May 11 2005 8:35 AM
IN BOOK 130 OG PAGE 184
FEES $ 11.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

OIL AND GAS TERMS

Section 1 THE LESSEE AGREES

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

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

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

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

Annual rentals on all leases shall be payable in advance for the first year and each year thereafter. No notice of rental due shall be sent to the lessee. If the rental is not paid on or before the date it becomes due, notice of default will be sent to the lessee, and a penalty of $0 50 per acre for late payment will be assessed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. THE LESSOR EXPRESSLY RESERVES:

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

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

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

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

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

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

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

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

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

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

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

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

WHEN RECORDED, PLEASE RETURN TO:
SHELL EXPLORATION & PRODUCTION CO.
ATTN: BELINDA HIRSCH
P.O. BOX 576
HOUSTON, TX 77001-0576

2004 AUG 17 AM 10 04

185

m Approved by the Board

and Effective January 6, 1998

186

STATE OF WYOMING
OIL AND GAS LEASE

Lease # 04-00332
Parcel # 363
Fund Code: CS

WY-09680-002

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**:

P.J. Petroland, LLC

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:28N Range: 103W 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

LESSEE: _____

310973

Address: P.O. Box 1159

City: Katy State: TX Zip: 77492

Phone # 281-579-6300

RECORDED May 11 20 05 8:35 AM
IN BOOK 130 B+G PAGE 186
FEES $ 11.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By _____

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

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

Section 2. THE LESSOR EXPRESSLY RESERVES:

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

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

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

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

WHEN RECORDED, PLEASE RETURN TO:
SHELL EXPLORATION & PRODUCTION CO.
ATTN: BELINDA HIRSCH
P.O. BOX 576
HOUSTON, TX 77001-0576

2004 AUG 17 AM 10 05

187

Form Approved by the Board
and Effective January 6, 1994

188

STATE OF WYOMING
OIL AND GAS LEASE

Lease # 04-00331
Parcel # 362
Fund Code: CS

WY-09681-00

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**:

P.J. Petroland, LLC

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:27N Range: 103W 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

310974

LESSEE: _____

Address: P.O. Box 1159

City: KATY State: TX Zip: 77492

Phone # 281.579.6300

RECORDED May 11 2005 8:35 A.M.
IN BOOK 130 OF 6 PAGE 188
FEES $ 11.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Seaton

[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 naturalproduction from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had an obtained.

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

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

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

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

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

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

Section 2. THE LESSOR EXPRESSLY RESERVES:

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

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

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

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

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

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

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

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

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

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

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

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

WHEN RECORDED, PLEASE RETURN TO:
SHELL EXPLORATION & PRODUCTION CO.
ATTN: BELINDA HIRSCH
P.O. BOX 576
HOUSTON, TX 77001-0576

2004 AUG 17 AM 10 05

189

Firm Approved by the Board

and Effective January 6, 1998

190

STATE OF WYOMING
OIL AND GAS LEASE

Lease # 04-00330
Parcel # 361
Fund Code: CS

WY-09682-002

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**:

P.J. Petroland, LLC

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: 16 ALL

Township:27N Range: 103W 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: P.O. Box 1159

City: Katy State: TX Zip: 77492

Phone # 281 579 6300

310975

RECORDED May 11 2005 8:35AM
IN BOOK 130 M&G PAGE 190
FEES $ 11.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[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 naturalproduction from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, or prorate the natural production from said land in any way or in any event, except with the consent in writing of the lessor first had an obtained.

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

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

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

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

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

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

Section 2. THE LESSOR EXPRESSLY RESERVES:

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

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

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

(d)The right to refuse to commit the leased lands to a unit plan of development if the Board finds such action would impair the lessor's reserved right to take its royalty gas in kind and to purchase all other gas allocated to the leased lands 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 lessee as to the relinquished lands may not be reinstated.

WHEN RECORDED, PLEASE RETURN TO:
SHELL EXPLORATION & PRODUCTION CO.
ATTN: BELINDA HIRSCH
P.O. BOX 576
HOUSTON, TX 77001-0576

2004 AUG 17 AM 10 05

[redacted]

191

192

Form Approved by the Board

and Effective January 6, 1998

STATE OF WYOMING
OIL AND GAS LEASE

Lease # 04-00329
Parcel # 360
Fund Code: CS

WY-09683-002

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**:

P.J. Petroland, LLC

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: 4 Lot 1:S2NE:SENW

Township:27N Range: 103W the 6th P.M.

County: Sublette Acres: 158.95 $159.00 ($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: P.O. Box 1159
City: Katy State: TX Zip: 77492
Phone # 281.579.6300

310976

RECORDED May 11 2005 8:35 AM
IN BOOK 130 OG PAGE 192
FEES $ 11.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By _____

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 where practical) from the land hereby leased, and the quantity and quality of the production (per well where practical) from offset wells upon cornering or contiguous land operated by the lessee, his operator or sub-lessee and such other information as may be called for in the form or report prescribed by lessor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. THE LESSOR EXPRESSLY RESERVES:

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

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

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

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

WHEN RECORDED, PLEASE RETURN TO:
SHELL EXPLORATION & PRODUCTION CO.
ATTN: BELINDA HIRSCH
P.O. BOX 576
HOUSTON, TX 77001-0576

2014 AUG 17 AM 10 05

193

Form Approved by The Board

and Effective January 6, 1998

194

STATE OF WYOMING
OIL AND GAS LEASE

Lease # 04-00328
Parcel # 359
Fund Code: CS

WY-09684-002

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**:

P.J. Petroland, LLC

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: 3 Lots 2,3

Township:27N Range: 103W the 6th P.M.

County: Sublette Acres: 77.73 $78.00 ($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: P.O. Box 1159

City: Katy State: TX Zip: 77492

Phone # 281-579-6300

310977

RECORDED May 11 2005 8:35 A M
IN BOOK 130 846 PAGE 194
FEES $ 11.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By _____

OIL AND GAS TERMS

Section 1 THE LESSEE AGREES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. THE LESSOR EXPRESSLY RESERVES:

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

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

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

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

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

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

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

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

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

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

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

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

WHEN RECORDED, PLEASE RETURN TO:
SHELL EXPLORATION & PRODUCTION CO.
ATTN: BELINDA HIRSCH
P.O. BOX 576
HOUSTON, TX 77001-0576

2004 AUG 17 AM 10 05

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Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
OFFER TO LEASE AND LEASE FOR OIL AND GAS

Serial No. WYW 160981
WY-09860-001

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: P J PETROLAND LLC
   Street: PO BOX 1159
   City, State, Zip Code: KATY, TX 774921159

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

2. This application/offer/lease is for: *(Check only One)* X ☐ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____

***SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.**

T. R. Meridian State County

310978

RECORDED May 11 2005 8:35AM
IN BOOK 130 046 PAGE 196
FEES $ 32.00 Mary L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 028N R. 107W Meridian 06th State WY County Sublette
Sec. 023: W2SW2,E2SE;
026: E2NE;

Total acres in lease 320.00
Rental retained $ 480.00

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 [signature] (Signing Officer)

Chief, Fluid Minerals Adjudication (Title) AUG 26 2004

EFFECTIVE DATE OF LEASE SEP 01 2004 (Date)

(Continued on reverse)

FOR LESSEE

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 acq[redacted]parately in the same State do not exceed 246,080 acres i[redacted]s leases (of which up to 200,000 acres may be in oil and[redacted], or 300,000 acres in leases in each leasing D[redacted]aska of which up to 200,000 acres may be in options, (4) c[redacted] considered a minor under the laws of the State in which [redacted]ered by this offer are located; (5) offeror is in compliance with qualification 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.

MULTIPLE MINERAL DEVELOPMENT STIPULATION

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

THIS STIPULATION APPLIES TO ALL PARCELS

[redacted] [redacted] W [redacted] 0984

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

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WW160984

LEASE NOTICE NO. 2

BACKGROUND:

The Bureau of Land Management (BLM), by including National Historic Trails within its National Landscape Conservation System, has recognized these trails as national treasures. Our responsibility is to review our strategy for management, protection, and preservation of these trails. The National Historic Trails in Wyoming, which include the Oregon, California, Mormon Pioneer, and Pony Express Trails, as well as the Nez Perce Trail, were designated by Congress through the National Trails System Act (P.L. 90-543; 16 U.S.C. 1241-1251) as amended through P.L. 106-509 dated November 13, 2000. Protection of the National Historic Trails is normally considered under the National Historic Preservation Act (P.L. 89-665; 16 U.S.C. 470 et seq.) as amended through 1992 and the National Trails System Act. Additionally, Executive Order 13195, "Trails for America in the 21st Century," signed January 18, 2001, states in Section 1: "Federal agencies will...protect, connect, promote, and assist trails of all types throughout the United States. This will be accomplished by: (b) Protecting the trail corridors associated with national scenic trails and the high priority potential sites and segments of national historic trails to the degrees necessary to ensure that the values for which each trail was established remain intact." Therefore, the BLM will be considering all impacts and intrusions to the National Historic Trails, their associated historic landscapes, and all associated features, such as trail traces, grave sites, historic encampments, inscriptions, natural features frequently commented on by emigrants in journals, letters and diaries, or any other feature contributing to the historic significance of the trails. Additional National Historic Trails will likely be designated amending the National Trails System Act. When these amendments occur, this notice will apply to those newly designated National Historic Trails as well.

STRATEGY:

The BLM will proceed in this objective by conducting a viewshed analysis on either side of the designated centerline of the National Historic Trails in Wyoming, except, at this time, for the Nez Perce Trail, for the purpose of identifying and evaluating potential impacts to the trails, their associated historic landscapes, and their associated historic features. Subject to the viewshed analysis and archaeological inventory, reasonable mitigation measures may be applied. These may include, but are not limited to, modification of siting or design of facilities to camouflage or otherwise hide the proposed operations within the viewshed. Additionally, specification of interim and final reclamation measures may require relocating the proposed operations within the leasehold. Surface disturbing activities will be analyzed in accordance with the National Environmental Policy Act of 1969 (P.L. 91-190; 42 U.S.C. 4321-4347) as amended through P.L. 94-52, July 3, 1975 and P.L. 94-83, August 9, 1975, and the National Historic Preservation Act, supra, to determine if any design, siting, timing, or reclamation requirements are necessary. This strategy is necessary until the BLM determines that, based on the results of the completed viewshed analysis and archaeological inventory, the existing land use plans (Resource Management Plans) have to be amended.

The use of this lease notice is a predecisional action, necessary until final decisions regarding surface disturbing restrictions are made. Final decisions regarding surface disturbing restrictions will take place with full public disclosure and public involvement over the next several years if BLM determines that it is necessary to amend existing land use plans.

GUIDANCE:

The intent of this notice is to inform interested parties (potential lessees, permittees, operators) that when any oil and gas lease contains remnants of National Historic Trails, or is located within the viewshed of a National Historic Trails' designated centerline, surface disturbing activities will require the lessee, permittee, operator or, their designated representative, and the surface management agency (SMA) to arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

THIS NOTICE APPLIES TO ALL PARCELS

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

WYW160984

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) Mar 1 to Jun 30;

On the lands described below:

(2) as mapped on the Rock Springs 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.)

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WYW160984

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 Rock Springs Field Office GIS database;

For the purpose of:

(3) protecting Sage Grouse breeding habitat.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of the stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

[redacted] [redacted] [redacted]

WYW160984

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 or visual horizon of the trail, whichever is closer, may be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts;

On the lands described below:

(2) as mapped on the Rock Springs Field Office GIS database;

For the purpose of:

(3) protecting cultural and scenic values of the Cherokee Trail.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of the stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

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WYW160984

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.

Form 3100-11b
October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No. WYW161012
WY-09867-001

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 PINEDALE LLC
   Street PO BOX 1159
   City, State, Zip Code KATY, TX 774921159

Future rental payments must be made on or before the anniversary date to:
Minerals Management Service
Royalty Management Program
P.O. Box 5640
Denver, CO 80217

2. This application/offer/lease is for: *(Check only One)* X ☐ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested: *Parcel No.: _____ *Sale Date (m/d/y): ____ / ____ / ____

***SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.**

T. _____ R. _____ Meridian _____ State _____ County _____

310979

RECORDED May 11 2005 8:35 A M
IN BOOK 130 O+G PAGE 205
FEES $ 11.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

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

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 30N R. 110W Meridian 06th State WY County Sublette
Sec. 010: S2NE,SENW,E2SW,N2SE,
015: NENE,S2NE,NWNW,SE,

Total acres in lease 600.000
Rental retained $ 900.00

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)

Chief, Fluid Minerals Adjudication (Title) AUG 26 2004 (Date)

EFFECTIVE DATE OF LEASE SEP 01 2004

FOR LESSEE

(Continued on reverse)

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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.

[redacted] [redacted] [redacted]

WYW161012

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

WY-1610-12

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

WYW161012

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

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.

NO SURFACE OCCUPANCY STIPULATION - NSO

No surface occupancy or use is allowed on the lands described below (legal subdivision or other description).

(1) T.0320N, R.1130W, 06th PM, WY, Sec. 010: NESE, Sec 015: NENE, SWNE;

For the purpose of:

(2) protecting HUD Zone A (100 year) flood hazard areas on perennial water courses.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of the stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

WYW161012

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.

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]

WYW161012

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.)

WYW161012

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 or Wyoming Game and Fish Department GIS database;

For the purpose of:

(3) protecting Sage Grouse breeding habitat.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of the stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

WYW161012

CONTROLLED SURFACE USE STIPULATION - CSU

Surface occupancy or use is subject to the following special operating constraints.

(1) Surface occupancy or use, including conventional and over-the-snow vehicle operations, within the Bench Corral elk winter range will be restricted or prohibited from Nov 15 through Apr 30 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 elk 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.)

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WYW161012

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.

Form 3100-11b
(October 1992)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

OFFER TO LEASE AND LEASE FOR OIL AND GAS

Serial No. WYW161613
WY-09868-001

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 PETROLAND LLC
Street [illegible]
City, State, Zip Code [illegible]

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. 29N R. 118W Meridian 6th State WY County Sublette
Sec. 23: W2

310980

RECORDED May 11 2005 8:35AM
IN BOOK 130 & 8 PAGE 217
FEES $32.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

Total acres in lease 320.000
Rental retained $ 480.00

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 [signature] (Signing Officer)

Chief, Fluid Minerals Adjudication (Title) AUG 26 2004 (Date)

EFFECTIVE DATE OF LEASE SEP 01 2004

(Continued on reverse)

FOR LESSEE

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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 or 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, 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 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.

[redacted] [redacted] [redacted]

WYW161013

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

WY-2010-13

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]

WIW161013

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

WYW161013

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.

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]

WYW161013

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.)

CONTROLLED SURFACE USE STIPULATION - CSU

Surface occupancy or use is subject to the following special operating constraints.

(1) Surface occupancy or use, including conventional and over-the-snow vehicle operations, within the Bench Cor.al elk winter range will be restricted or prohibited from Nov 15 through Apr 30 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 elk 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]

WYW161013

ATTACHMENT TO EACH LEASE

NOTICE TO LESSEE

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

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

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

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ASSIGNMENT OF OIL AND GAS LEASES

RECORDED May 19 2005 8:25 AM
IN BOOK 130 MG PAGE 226
FEES $ 17.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Lee Deputy

STATE OF WYOMING)
) ss,
COUNTY OF SUBLETTE)

~~31115~~
311115

KNOW ALL MEN BY THESE PRESENTS: THAT this Assignment, made effective as of November 5, 2004 from Shama Zoe Limited Partnership (hereinafter referred to as "ASSIGNOR"), a Colorado partnership, 7128 S. Poplar Lane, Englewood, Colorado 80112, to Gasco Production Company ("GASCO"), a Delaware Corporation, 14 Invernness Drive East, Suite H-236, Englewood, Colorado 80112, and Brek Petroleum, Inc., ("BREK") c/o Wells Petroleum, Inc., 602 Park Point Drive, Suite 225, Golden, CO 80401 (hereinafter referred to as "ASSIGNEE").

W I T N E S S E T H:

WHEREAS, ASSIGNOR is the owner and holder of the oil and gas leasehold estate (i.e., the "working interest") with respect to certain oil and gas leases as they cover the lands described on Exhibit "A", attached hereto and made a part hereof by this reference (hereinafter referred to as the "Subject Leases"); and

WHEREAS, ASSIGNOR desires to assign to GASCO sixty-seven and one-half percent (67.5%) and to assign to BREK twenty-two and one-half percent (22.5%) of ASSIGNOR'S right, title, and interest in and to the Subject Leases as provided herein, but only to the extent that the Subject Leases cover the lands described on the attached Exhibit "A".

NOW THEREFORE, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, set over, transfer and convey unto ASSIGNEE, all of the ASSIGNOR'S right, title, and interest in and to the Subject Leases, or any extensions or renewals thereof, but only to the extent that it covers the lands described on the attached Exhibit "A".

PROVIDED HOWEVER, that this Assignment is made and shall in all respects be subject to the following:

1. The terms and provisions of the Subject Leases, and any extensions or renewals thereto, including, but not limited to, both landowner's royalty and any overriding royalties or burdens existing of record prior to the effective date of this Assignment;

2. This Assignment is made without warranty of title, either express of implied; provided, however, that ASSIGNOR warrants that the working interest of the Subject Leases is hereby conveyed free and clear of all liens, mortgages, encumbrances or other security interests except for the royalty and overriding royalty burdens provided for herein. ASSIGNOR does transfer and assign to ASSIGNEE the benefits and recourse rights heretofore available to

ASSIGNOR by virtue of any and all warranties outstanding with respect to third parties.

3. This Assignment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and the terms, provisions, and conditions herein contained shall be considered as covenants running with the ownership of the oil and gas leasehold estate covered by the Subject Leases..

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

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

IN WITNESS WHEREOF, ASSIGNOR has executed and delivered this Assignment on the date set forth hereunder, but effective for all purposes as of November 5, 2004.

ASSIGNOR:

SHAMA ZOE LIMITED PARTNERSHIP

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

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 5th day of November, 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

Exhibit "A"
attached to Assignment of Oil and Gas Leases from Shama Zoe Limited Partnership to GASCO Production Company dated EFFECTIVE 11-5-2004

All lands located in Sublette County, Wyoming

Lessor	Original Lessee of Record	Effective Date	Lease Recording Information	Land Description	Lease Gross Acres	Lease Net Acres	Net Acres Assigned
Clara Y. Legg	McMurry Energy Co.	08/29/2000	Book 116, Page 306	Township 31 North, Range 111 West, 6th P.M. Sec. 11: SW/4 Sec. 14: N/2NW/4, SW/4NW/4 Sec. 15: SE/4NE/4, E/2NW/4, NW/4NW/4, SW/4NW/4 being 480.00 acres, m/l	480.00	96.00	12.96
Robert Mack Smith	McMurry Energy Co.	08/29/2000	Book 116, Page 303	Township 31 North, Range 111 West, 6th P.M. Sec. 11: SW/4 Sec. 14: N/2NW/4, SW/4NW/4 Sec. 15: SE/4NE/4, E/2NW/4, NW/4NW/4, SW/4NW/4 being 480.00 acres, m/l	480.00	96.00	12.96
Kent Profit	McMurry Energy Co.	08/29/2000	Book 116, Page 309	Township 31 North, Range 111 West, 6th P.M. Sec. 11: SW/4 Sec. 14: N/2NW/4, SW/4NW/4 Sec. 15: SE/4NE/4, E/2NW/4, NW/4NW/4, SW/4NW/4 being 480.00 acres, m/l	480.00	96.00	12.96
Darlene J. Smith	McMurry Energy Co.	08/29/2000	Book 116, Page 334	Township 31 North, Range 111 West, 6th P.M. Sec. 11: SW/4 Sec. 14: N/2NW/4, SW/4NW/4 Sec. 15: SE/4NE/4, E/2NW/4, NW/4NW/4, SW/4NW/4 being 480.00 acres, m/l	480.00	96.00	12.96

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ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

THIS ASSIGNMENT made this 24th day of May, 2005, by THE ROCK SPRINGS NATIONAL BANK, successor Trustee of the FRAE ELLERY HAY LIVING TRUST DATED JULY 23, 1991, of 330 Broadway Street, Rock Springs, Sweetwater County, Wyoming 82901, hereinafter called "Assignor", and THE ROCK SPRINGS NATIONAL BANK, Trustee of the FRAE ELLERY HAY LIVING TRUST DATED JULY 23, 1991, of 330 Broadway Street, Rock Springs, Sweetwater County, Wyoming 82901, hereinafter called "Assignee";

W I T N E S S E T H:

WHEREAS, on July 23, 1991, FRAE ELLERY HAY executed a General Assignment, attached hereto, marked "Exhibit A", and by reference made a part hereof, assigning, transferring and delivering unto Frae Ellery Hay, Trustee, or her successor(s) in trust, under the Frae Ellery Hay Living Trust dated July 23, 1991, all personal property of Frae Ellery Hay of every kind, character and description owned by Frae Ellery Hay, wherever situated, including all property of every kind, whether like or unlike, which is neither real property nor tangible personal property; and

WHEREAS, on October 4, 1996, Frae Ellery Hay died, and The Rock Springs National Bank succeeded to the trusteeship of Frae Ellery Hay under the FRAE ELLERY HAY LIVING TRUST DATED JULY 23, 1991, on October 4, 1996; and

WHEREAS, pursuant to the attached General Assignment, The Rock Springs National Bank, as successor trustee to Frae Ellery Hay under the FRAE ELLERY HAY LIVING TRUST DATED JULY 23, 1991, is executing this assignment to record the assignment of certain overriding royalty interests held by Frae Ellery Hay, individually, to said trust; and

WHEREAS, in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration in hand paid by the Assignee to Assignor, receipt whereof is hereby acknowledged, Assignor, does hereby transfer, assign and set over unto the following in the proportions indicated, all overriding royalty interests held by FRAE ELLERY HAY, to-wit:

All interest to: The Rock Springs National Bank, Trustee, or its successor(s) in trust under the Frae Ellery Living Trust dated July 23, 1991, of 330 Broadway Street, Rock Springs, WY 82901

in the following described real property:

Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming: (Tip Top Unit A Tr. 76)

Section 26: NE/4NW/4

311196

RECORDED May 23 2005 9:25 AM
IN BOOK 130 046 PAGE 230
FEES $ 23.00 County Clerk
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sexton

TO HAVE AND TO HOLD the overriding royalty interests in the above-described lands hereby conveyed to Assignee, its successors and assigns forever.

FRAE ELLERY HAY LIVING TRUST
DATED JULY 23, 1991,

By _____
Ben Hansen, Trust Officer of The
Rock Springs National Bank, Trustee

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this 16th day of May, 2005, by BEN HANSEN, to me known to be the Trust Officer of The Rock Springs National Bank, Trustee of the FRAE ELLERY HAY TRUST DATED JULY 23 1991.

Witness my hand and official seal.

My commission expires: 6-17-08

TAMARA A. SPANN NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES JUNE 17, 2008

_____
Notary Public

EXHIBIT A

GENERAL ASSIGNMENT

THIS ASSIGNMENT dated July 25, 1991, is from Frae Ellery Hay ("Assignor"), to Frae Ellery Hay, Trustee, or her successor(s) in trust, under the Frae Ellery Hay Living Trust, and any amendments thereto, dated July 25, 1991 ("Assignee").

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor hereby assigns, transfers and delivers to Assignee all of her personal property of every kind, character and description owned by Assignor, wherever situated, including but not limited to the property described below:

1.1 Tangible Personal Property. All of Assignor's tangible personal property, including all furniture, equipment, automobiles, vehicles, animals and other chattels of every kind wherever located.

1.2 Intangible Personal Property. All of Assignor's intangible personal property of every kind, including: (a) all interests in securities of every kind; (b) interests in partnerships, limited partnerships, pools, syndicates, venture and associations; (c) all rights, choses in action and obligations in, relating to, or arising out of contracts of any nature; (d) all rights in and to trusts, whether as grantor, beneficiary or remainderman; (e) rights of action, claims, securities and instruments; and (f) all other property of every kind whether like or unlike the foregoing which is neither real property nor tangible personal property.

2. Definitions. For purposes of the foregoing:

2.1 "Security" or "securities" shall include shares of stock and certificates thereof, scrip, warrants, voting trust certificates, equipment trust certificates, certificates of deposit with any committee or trustee, or in any reorganization, bonds, debentures, notes, mortgages, deeds of trust and other documents or papers of every kind evidencing indebtedness or ownership, including but not limited to all documents or papers which are commonly referred to as securities, and whether issued by persons, firms, corporations, governmental bodies or any other kind of issuers, including all options, contracts and other rights to acquire real property.

2.2 "Claim" shall include: (a) all matters involved in any litigation by or against Assignor or affecting any of her property; (b) all rights under contracts, securities or instruments to receive payment of money, transfer of property or performance or refraining from performance of any other act of whatever nature; (c) all rights arising in tort, by statute, at common law, or as a consequence of the right of eminent domain, or otherwise, either in connection with property of any sort, its use or protection, or any damage thereto or infringement thereof, for any personal injury or for any injury to personal or property rights of any sort or of wrongful death; and (d) all other rights of every kind arising under statutes or at common law or otherwise, either to do any act, or to be free from being

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required to do any act, or to require any other person or government to do any act.

2.3 "Instrument" shall include notes, debentures, bonds, bills of exchange, checks, and every written contract of any kind, all directions and authorizations for the payment of money or the delivery of property, all deeds, papers and other documents operating as conveyances, assignments or transfers of property, and certificates of deposit or receipts, whether negotiable or not, for every sort of property, and mortgages, deeds of trust, pledge agreements and other writings encumbering property.

2.4 "Contract" shall include all agreements, written or oral, sealed or unsealed, and whether calling for the payment of money, the delivery of property, or the performance or refraining from performance of any act whatsoever.

3. Other Instruments. Promptly on request, Assignor and her successors and assigns will execute and deliver any additional instruments that Assignee may request in order to confirm the foregoing assignment.

IN WITNESS WHEREOF, Assignor has signed this instrument on the day and year first above written.

Frae Ellery Hay

The State of Wyoming)
: ss.
County of Sweetwater)

On the 23 day of July, 1991, personally appeared before me Frae Ellery Hay, the signer of the above instrument, who duly acknowledged to me that she executed the same.

Witness my hand and official seal.

My commission expires:

3-5-94

Notary Public

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ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

THIS ASSIGNMENT made this 16th day of May, 2005, by THE ROCK SPRINGS NATIONAL BANK, successor Trustee of the FRAE ELLERY HAY LIVING TRUST DATED JULY 23, 1991, of 330 Broadway Street, Rock Springs, Sweetwater County, Wyoming 82901, hereinafter called "Assignor", and SUSAN HAY BELL and BRUCE C. BELL, Trustees of the SUSAN HAY BELL LIVING TRUST DATED SEPTEMBER 7, 2004, of 2905 Ute Street, Canon City, Fremont County, Colorado 81212, and MARY HAY, of 812 Bushnell, Rock Springs, Sweetwater County, Wyoming 82901, hereinafter called "Assignees";

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 Assignee to Assignor, receipt whereof is hereby acknowledged, Assignor, does hereby transfer, assign and set over unto the following in the proportions indicated, all overriding royalty interests held by The Rock Springs National Bank, Trustee of the FRAE ELLERY HAY LIVING TRUST DATED JULY 23, 1991, to-wit:

An undivided one-half interest to each of the following:

1. Susan Hay Bell and Bruce C. Bell, Trustees of the
   Susan Hay Bell Living Trust dated September 7, 2004
   2905 Ute Street
   Canon City, Colorado 81212

2. Mary Hay
   812 Bushnell
   Rock Springs, Wyoming 82901

in the following described real property:

Township 28 North, Range 114 West, 6th P.M., Sublette County, Wyoming: (Tip Top Unit A Tr. 76)

Section 26: NE/4NW/4

TO HAVE AND TO HOLD the overriding royalty interests in the above-described lands hereby conveyed to Assignees, their heirs, administrators, successors and assigns forever.

FRAE ELLERY HAY LIVING TRUST
DATED JULY 23, 1991,

By _____
Ben Hansen, Trust Officer of The
Rock Springs National Bank, Trustee

311197

RECORDED May 23 2005 9:25AM
IN BOOK 130 O+G PAGE 236
FEES $ 11.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this 16th day of May, 2005, by BEN HANSEN, to me known to be the Trust Officer of The Rock Springs National Bank, Trustee of the FRAE ELLERY HAY TRUST DATED JULY 23 1991.

Witness my hand and official seal.

My commission expires: 6-17-08

Tamara A. Spann
Notary Public

TAMARA A SPANN NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES JUNE 17, 2008

ASSIGNMENT OF INTEREST IN OIL AND GAS LEASES

STATE OF WYOMING §
§
COUNTY OF SUBLETTE §

311207

RECORDED May 23 2005 11:05 A M
IN BOOK 130 MG PAGE 238
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

ASSIGNOR: **PJ PetroLand, LLC**
P.O. Box 1159
Katy, Texas 77492

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 in EXHIBIT "A" and EXHIBIT "B" attached hereto and made a part hereof for all intents and purposes.

This assignment releases Assignor of all covenants and conditions contained in the oil and gas leases described in EXHIBIT "A" and EXHIBIT "B" attached hereto and made a part hereof for all intents and purposes.

EXECUTED, this the 24th day of MARCH, 2005.

ASSIGNOR:

PJ PETROLAND, LLC

By: JoAnne Pool, Agent

****

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on March 24, 2005 by **JOANNE POOL, Agent, acting on behalf of PJ PETROLAND, LLC.**

NANCY J. ELLIS
Notary Public, State of Texas
My Commission Expires
April 06, 2008

Notary Public, State of TEXAS

EXHIBIT "A"

ATTACHED HERETO AND MADE A PART HEREOF THAT CERTAIN ASSIGNMENT OF INTEREST IN OIL AND GAS LEASES FROM PJ PETROLAND, LLC TO SWEPI, LP DATED March 24, 2005

LAND DESCRIPTION						PERCENTAGE OF INTEREST			PERCENT OF OVERRIDING ROYALTY SIMILAR INTERESTS	
LESSOR	LEASE NUMBER	COUNTY	TOWNSHIP/ RANGE	SECTION	LEGAL DESCRIPTION	OWNED	CONVEYED	RETAINED	RESERVED	PREVIOUSLY RESERVED OR CONVEY
UNITED STATES OF AMERICA	WYW-160922	NATRONA	35N-86W	2 3 5 8 10 11 14	E2SE N2SW, NWSE N2SW, SESW, W2SE, SESE NWNW, S2N2 N2N2 N2N2, SENE, SESE W2	100%	100%	0%	0%	0%
UNITED STATES OF AMERICA	WYW-160942	FREMONT	35N-94W	7 9 10 11 18	LOTS 1,2, SE ALL E2, E2W2 W2 LOTS 1,2, N2NE, SWNE, E2NW	100%	100%	0%	0%	0%
UNITED STATES OF AMERICA	WYW-160977	SWEETWATER	23N-106W	15	SWNW	100%	100%	0%	0%	0%
UNITED STATES OF AMERICA	WYW-160979	SWEETWATER	25N-106W	8 9	S2 S2	100%	100%	0%	0%	0%
UNITED STATES OF AMERICA	WYW-160982	SWEETWATER	25N-107W	2 3 11 12 13	LOTS 1,2 NESE NWNW, SESW SWSE SW	100%	100%	0%	0%	0%
WY-09860-001 UNITED STATES OF AMERICA	WYW-160984	SUBLETTE	28N-107W	23 26	W2W2, E2SE E2NE	100%	100%	0%	0%	0%
UNITED STATES OF AMERICA	WYW-160987	SWEETWATER	26N-108W	17 21 29	SE ALL NE	100%	100%	0%	0%	0%
UNITED STATES OF AMERICA	WYW-160990	SWEETWATER	25N-109W	12	S2SW	100%	100%	0%	0%	0%
UNITED STATES OF AMERICA	WYW-160993	SWEETWATER	25N-110W	5	LOTS 13-19, SWSW	100%	100%	0%	0%	0%
UNITED STATES OF AMERICA	WYW-160997	SWEETWATER	26N-110W	30	NWSE	100%	100%	0%	0%	0%
UNITED STATES OF AMERICA	WYW-160998	SWEETWATER	26N-110W	32	W2	100%	100%	0%	0%	0%
UNITED STATES OF AMERICA	WYW-161006	LINCOLN	23N-112W	9	NW, NESW	100%	100%	0%	0%	0%
WY-09867-001 UNITED STATES OF AMERICA	WYW-161012	SUBLETTE	32N-113W	10 15	S2NE, SENW, E2SW, N2SE NENE, S2NE, NWNW, SE	100%	100%	0%	0%	0%
WY-09868-001 UNITED STATES OF AMERICA	WYW-161013	SUBLETTE	32N-113W	34	W2	100%	100%	0%	0%	0%
UNITED STATES OF AMERICA	WYW-161391	FREMONT	35N-94W	7 8 17	LOTS 3,4, NE, E2W2 NE, S2 NE, SENW, SW	100%	100%	0%	0%	0%

EXHIBIT "B"

ATTACHED HERETO AND MADE A PART HEREOF THAT CERTAIN ASSIGNMENT OF INTEREST IN OIL AND GAS LEASES FROM PJ PETROLAND, LLC TO SWEPI, LP DATED March 24, 2005.

LAND DESCRIPTION						PERCENTAGE OF INTEREST			PERCENT OF OVERRIDING ROYALTY SIMILAR INTERESTS	
LESSOR	LEASE NUMBER	COUNTY	TOWNSHIP/ RANGE	SECTION	LEGAL DESCRIPTION	OWNED	CONVEYED	RETAINED	RESERVED	PREVIOUSLY RESERVED OR CONVEY
STATE OF WYOMING	04-00287	NATRONA	36N-87W	8	W2NE; N2S2	100%	100%	0%	0%	0%
STATE OF WYOMING	04-00328	SUBLETTE	27N-103W	3	LOTS 2,3	100%	100%	0%	0%	0%
STATE OF WYOMING	04-00329	SUBLETTE	27N-103W	4	LOT 1, S2NE, SENW	100%	100%	0%	0%	0%
STATE OF WYOMING	04-00330	SUBLETTE	27N-103W	16	ALL	100%	100%	0%	0%	0%
STATE OF WYOMING	04-00331	SUBLETTE	27N-103W	36	ALL	100%	100%	0%	0%	0%
STATE OF WYOMING	04-00332	SUBLETTE	28N-103W	36	ALL	100%	100%	0%	0%	0%
STATE OF WYOMING	04-00337	SUBLETTE	28N-104W	36	ALL	100%	100%	0%	0%	0%
STATE OF WYOMING	04-00340	SWEETWATER	23N-107W	16	ALL	100%	100%	0%	0%	0%
STATE OF WYOMING	04-00341	SWEETWATER	23N-108W	1	S2N2; NWSW	100%	100%	0%	0%	0%
STATE OF WYOMING	04-00342	SWEETWATER	23N-108W	36	ALL	100%	100%	0%	0%	0%
STATE OF WYOMING	04-00343	SWEETWATER	24N-108W	36	ALL	100%	100%	0%	0%	0%
STATE OF WYOMING	04-00344	SWEETWATER	25N-108W	16	ALL	100%	100%	0%	0%	0%
STATE OF WYOMING	04-00345	SWEETWATER	25N-109W	36	ALL	100%	100%	0%	0%	0%
STATE OF WYOMING	04-00358	LINCOLN	25N-113W	16	ALL	100%	100%	0%	0%	0%

WY-09684-002
WY-09683-002
WY-09682-002
WY-09681-002
WY-09680-002
WY-09679-002

240

ASSIGNMENT OF OIL AND GAS LEASEHOLD INTEREST

THIS ASSIGNMENT made this 17th day of May, 2005, by MARY HAY of 812 Bushnell, Rock Springs, Sweetwater County, Wyoming 82901, hereinafter called "Assignor", and MARY HAY, Trustee of the MARY HAY LIVING TRUST DATED JANUARY 15, 2005, whose address is 812 Bushnell, Rock Springs, Sweetwater County, Colorado 82901, hereinafter called "Assignor";

W I T N E S S E T H:

WHEREAS, on July 1, 1974, an Oil, Gas and Mineral Lease was entered into by and among Brant M. Jensen and Josephine Jensen, husband and wife, and Leo J. Jensen and Eva Jensen, husband and wife, as Lessor, and Leonard Hay, as Lessee, which Oil, Gas and Mineral Lease was recorded February 20, 1980, in Book 58 O&G, Page 626, in the records of the Sublette County Clerk's Office; and

WHEREAS, on February 20, 1980, Brant M. Jensen and Joseph Jensen and Leo J. Jensen and Eva Jensen, and Leonard Hay entered into an Extension of Oil and Gas Lease, which Extension of Oil and Gas Lease was recorded on February 27, 1980, in Book 58 O&G, Page 634, in the records of the Sublette County Clerk's Office; and

WHEREAS, on September 16, 1994, an Oil and Gas Lease was entered into by and between Elva Louise Vible, as Lessor, and Leonard Hay, as Lessee, which Oil and Gas Lease was recorded September 20, 1994, in Book 99 Oil & Gas, Page 683, in the records of the Sublette County Clerk's Office; and

WHEREAS, on September 27, 1996, Leonard Hay executed a General Conveyance, 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, on May 17, 2004, Susan Hay Bell and Mary Hay, as successor trustees to Leonard Hay under the LEONARD HAY LIVING TRUST DATED SEPTEMBER 27, 1996, pursuant to the General Conveyance of Leonard Hay dated September 27, 1996, assigned all interest held by Leonard Hay to Susan Hay Bell and Mary Hay, Trustees of the Leonard Hay Living Trust dated September 27, 1996, by Assignment of Oil and Gas Leasehold Interest recorded May 20, 2004, in Book 127 O&G, Page 547, in the records of the Sublette County Clerk's Office; and

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, to Susan Hay Bell, in an undivided one-half interest and May Hay, in an undivided one-half interest, by

311222
311222

RECORDED May 24 2005 8:25AM
IN BOOK 130 O&G PAGE 241
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

Assignment of Oil and Gas Leasehold Interest recorded May 20, 2004, in Book 127 O&G, Page 554, in the records of the Sublette County Clerk's Office; 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 MARY HAY, Trustees, or her successors in trust under the MARY HAY LIVING TRUST DATED JANUARY 15 2005, and any amendments thereto, of 812 Bushnell, Rock Springs, Sweetwater County, Wyoming 82901, all interest held by MARY HAY, individually, in and to that certain Oil, Gas and Mineral Lease dated July 1, 1974, and any and all extensions to said Oil, Gas and Mineral Lease dated July 1, 1974, and all interest held by MARY HAY, individually, in and to that certain Oil and Gas Lease dated September 20, 1994, covering the following described real property:

Township 31 North, Range 109 West, 6th P.M., Sublette County, Wyoming

Section 10: NE/4SE/4, S/2SE/4;
Section 11: Lots 2, 3, 4, 5, 6, 7, W/2NE/4, S/2NW/4, NW/4SW/4;
Section 14: Lots 1, 2, NE/4NW/4;
Section 15: Lots 1, 2;

Also all the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7, Section 11, Lots 1 and 2, Section 14, and Lots 1 and 2, Section 15, T. 31 N. R. 109 W., 6th P.M.

and

Township 31 North, Range 108 West, 6th P.M., Sublette County, Wyoming

Section 5: Lot 4 (NW/4NW/4); SW/4NW/4;
Section 6: Lots 1, 2 (N/2NE/4); S/2NE/4; Lot 5 (SW/4NW/4); SE/4NW/4; Lots 6, 7, 12, 13 (SW/4);
Section 7: Lot 2 (NW/4NW/4); NE/4NW/4; NW/4NE/4;

Township 32 North, Range 108 West, 6th P.M., Sublette County, Wyoming

Section 32: S/2SW/4;

Township 31 North, Range 109 West, 6th P.M., Sublette County, Wyoming

Section 1: S/2NE/4; Lot 5 (SE/4SE/4); NE/4SE/4; W/2SE/4; E/2SW/4; SW/4SW/4;
Section 11: E/2NE/4;
Section 12: Lots 1, 2. 3 (N/2NE/4, NE/4NW/4); NW/4NW/4; Lot 4 (SW/4NW/4).

EXCEPTING THEREFROM that portion heretofore assigned to J. Archie Chant, in an undivided one-half interest, and Tom D. Chant, in an undivided one-half interest, by Assignment of Oil and Gas Leasehold Interest dated June 2, 2004, recorded June 2, 2004, in Book 127 O&G, Page 598, in the records of the Sublette County Clerk's Office, covering the following described real property, and subsequently amended by Corrective Assignment of Oil and Gas Leasehold Interest dated July 12, 2004, recorded July 12, 2004 in Book 127 O&G, Page 704, in the Sublette County Clerk's Office:

Township 31 North, Range 109 West, 6th P.M., Sublette County, Wyoming

Section 11: Lots 4 and 5 (SW/4SW/4); NW/4SW/4

EXCEPTING AND EXCLUDING THE WELLFORE JENSEN 14-11D

AND FURTHER EXCEPTING THEREFROM that portion heretofore assigned to J. Archie Chant, in an undivided one-half interest, and Tom D. Chant, in an undivided one-half interest, by Assignment of Oil and Gas Leasehold Interest dated November 16, 2004, recorded November 19, 2004, in Book 129 O&G, Page 98, in the records of the Sublette County Clerk's Office, 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 the said interest in the Oil, Gas and Mineral Lease dated July 1, 1975, and any and all extensions thereto, and the Oil and Gas Lease dated September 16, 1994, hereby conveyed to Assignee, her heirs, representatives and assigns forever.

MARY HAY

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this 17th day of May, 2005, by MARY HAY.

Witness my hand and official seal.

My commission expires:

August 1, 2005

THEDA A. PORTER NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES AUG. 1, 2005

Notary Public

Gannett 11-16

CORRECTIVE
ASSIGNMENT OF OVERRIDING ROYALTY

WHEREAS, there is an Assignment of Overriding Royalty dated August 19, 2004, but effective as of June 1, 2004 between Anschutz Pinedale Corporation, 555 17th Street, Suite 2400, Denver, CO 80202, as Assignor and William J. Miller, et al, recorded December 3, 2004 in Book 129 O&G, Page 172 in the Clerk and Recorders Office, Sublette County, Wyoming, and

WHEREAS, the location of the Gannett 11-16 well shown in paragraphs 1 and 2 and on Exhibit "A" of the Assignment of Overriding Royalty recorded December 3, 2004 in Book 129 O&G, Page 172 was inadvertently shown as the NESW of Section 16, T32N-R109W, Sublette County, Wyoming; (the Prior Assignment") and,

WHEREAS, the correct location of the Gannett 11-16 well is NESW of Section 16, T33N-R109W, Sublette County, Wyoming; and,

NOW, THEREFORE, the Prior Assignment is corrected as follows:

1. Paragraph 1 is revised to reflect the location of the Gannett 11-16 well as NESW-16-T33N-R109W.

2. Paragraph 2 is revised to reflect the location of the Gannett 11-16 well as NESW-16-T33N-R109W,

3. Exhibit "A" is revised to reflect the location of the Gannett 11-16 well as NESW-16-T33N-R109W.

It is not the intent to convey an additional overriding royalty interest, but to correct the Assignment of Overriding Royalty recorded December 3, 2004, recorded in Book 129 O&G, Page 172.

EXCEPT as herein specifically corrected, it is understood that said Assignment of Overriding Royalty recorded December 3, 2004 in Book 129 O&G, Page 172 shall remain in full force and effect as originally written, and all other terms, and provisions shall remain as originally stated.

This Corrective Assignment of Overriding Royalty 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.

IN WITNESS HEREOF, this instrument is executed this 12th day of May, 2005, but effective June 1, 2004.

ATTEST: ANSCHUTZ PINEDALE CORPORATION

By: _____
Judith A. Langley
Assistant Secretary

By: _____
Pamela S. Kalstrom
Assistant Vice President

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

311227

RECORDED May 24 2005 10:30A
IN BOOK 130 O&G PAGE 344
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Seder

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 12th day of May, 2005.

SEAL

_____
Notary Public
Cecily Ann Voruz

My commission expires:
January 27, 2006

NOTARY PUBLIC
CECILY ANN VORUZ
STATE OF COLORADO

[redacted] [redacted] [redacted]

CORRECTIVE
ASSIGNMENT OF OVERRIDING ROYALTY
Mesa #3-18d Well

WHEREAS, there is an Assignment of Overriding Royalty dated December 1, 2003, but effective as of July 1, 2003 between Anschutz Pinedale Corporation, 555 17th Street, Suite 2400, Denver, CO 80202, as Assignor and William J. Miller, et al, recorded January 30, 2004 in Book 126 O&G, Page 251 in the Clerk and Recorders Office, Sublette County, Wyoming, and

WHEREAS, the location of the Mesa 3-18d well shown in paragraphs 1 and 2 and on Exhibit "A" of the Assignment of Overriding Royalty recorded January 30, 2004 in Book 126 O&G, Page 251 was inadvertently shown as the NENW of Section 18, T32N-R109W, Sublette County, Wyoming; ("the Prior Assignment", and,

WHEREAS, the correct location of the Mesa 3-18d well is SENW of Section 18, T32N-R109W, Sublette County, Wyoming; and,

WHEREAS, the date of the Joint Operating Agreement referred to in paragraph 2, was inadvertently shown as January 25, 2001 and should be revised to reflect the correct date of November 14, 1997.

NOW, THEREFORE, the Prior Assignment is corrected as follows:

1. Paragraph 1 is revised to reflect the location of the Mesa 3-18d well as SENW-18-T32N-R109W.

2. Paragraph 2 is revised to reflect the location of the Mesa 3-18d well as SENW-18-T32N-R109W and to reflect the correct date of the Joint Operating Agreement as November 14, 1997.

3. Exhibit "A" is revised to reflect the location of the Mesa 3-18d well as SENW-18-T32N-R109W.

It is not the intent to convey an additional overriding royalty interest, but to correct the Assignment of Overriding Royalty recorded January 30, 2004, in Book 126 O&G, Page 251.

EXCEPT as herein specifically corrected, it is understood that said Assignment of Overriding Royalty recorded January 30, 2004 in Book 126 O&G, Page 251 shall remain in full force and effect as originally written, and all other terms, and provisions shall remain as originally stated.

This Corrective Assignment of Overriding Royalty 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.

IN WITNESS HEREOF, this instrument is executed this 12th day of May, 2005, but effective July 1, 2003.

ANSCHUTZ PINEDALE CORPORATION

By: _____
Judith A. Paisley
Assistant Secretary

By: _____
Pamela S. Kalstrom
Assistant Vice President

ACKNOWLEDGMENT FOR CORPORATION

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

311228

RECORDED May 24 2005 10:50AM
IN BOOK 130 PAGE 245
FEES $ 8.00
SUBLETTE COUNTY CLERK WYOMING
By Cathy Slater

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 12th day of May, 2005.

SEAL

_____
Cecily Ann Voruz, Notary Public

My commission expires:
January 27, 2006

NOTARY PUBLIC
CECILY ANN VORUZ
STATE OF COLORADO

S:\Land\DIVISION ORDER-OPERATED\32N-18 MESA 03-18d-PRO-bpo\BPO Assignment\BPO-Corrected ORR.doc

EXTENSION
GRANT OF SURFACE RIGHTS

THE STATE OF WYOMING)
) **NOW ALL MEN BY THESE PRESENTS:**
COUNTY OF SUBLETTE)

WHEREAS, under that certin Grant of Surface Rights agreement executed on September 12, 1994 with a term expiring December 31, 2004 and covering lands described in grant and recorded December 1, 1994 in Book 100 O&G Page 48 of the Sublette County records, between J. F. Ranch, Inc., therein referred to as Grantor, and Exxon Corporation, therein referred to as Grantee, and for the consideration stated therein, Grantor agreed to Grantees use of said land as described therin.

NOW, THEREFORE, J. F. Ranch, Inc. hereinafter referred to as Grantor, and Exxon Mobil Corporation, successor to Exxon Corporation, hereinafter referred to as Grantee for and in consideration of the sum of Ten ($10.00) dollars cash in hand, and other good and valuable consideration paid by Grantor to Grantee agree to extend the above described Grant of Surface Rights and all of its terms and provisions for an additional term of ten (10) years expiring thereafter on December 31, 2014.,

Executed this 16th day of December, 2004

Exxon Mobil Corporation
Charles T. Howell
Attorney-in-Fact

J. F. Ranch, Inc.
William J. McGinnis III
President

311286

RECORDED May 26 2005 11:10 AM
IN BOOK 130 O+G PAGE 246
FEES $ 8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

State of Texas)
)
County of Harris)

BEFORE ME, the undersigned authority, on this day personally appeared Charles T. Howell, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact for Exxon Mobil Corporation, a New Jersey Corporation, 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 16th day of December, 2004

Notary Public in and for said County and State

KENNETH HILGER
Notary Public, State of Texas
My Commission Expires
September 17, 2005

State of Wyoming)
)
County of Sublette)

BEFORE ME, the undersigned authority, on this day personally appeared Jay McGinnis, III, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21st day of December 2004

Notary Public in and for said County and State

KAREN S. WENZ
Notary Public
County of SUBLETTE
State of Wyoming
My Commission Expires Jan. 4, 2008

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

THIS ASSIGNMENT made this 17th day of May, 2005, by MARY HAY, of 812 Bushnell Avenue, Rock Springs, Sweetwater County, Wyoming 82901, hereinafter called "Assignor", and MARY HAY, Trustee of the MARY HAY LIVING TRUST DATED MAY 17, 2005, of 812 Bushnell Avenue, Rock Springs, Sweetwater County, Wyoming 82901, hereinafter called "Assignee";

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 Assignee to Assignor, receipt whereof is hereby acknowledged, Assignor, does hereby transfer, assign and set over unto the following in the proportions indicated, all overriding royalty interests held by Mary Hay, in the following described real property:

Township 28 North, Range 114 West, 6th P.M., Sublette County,
Wyoming: (Tip Top Unit A Tr. 76)

Section 26: NE/4NW/4

TO HAVE AND TO HOLD the overriding royalty interests in the above-described lands hereby conveyed to Assignee, her successors and assigns forever.

Mary Hay
Mary Hay

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this 17th day of May, 2005, by MARY HAY.

Witness my hand and official seal.

My commission expires:

Notary Public

THEDA A. PORTER NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING
MY COMMISSION EXPIRES AUG. 1, 2005

311303
311303

RECORDED May 27 2005 9:00AM
IN BOOK 130 Q16 PAGE 247
FEES $8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

CORRECTIVE ASSIGNMENT OF OIL AND GAS LEASEHOLD INTEREST

THIS ASSIGNMENT made this 17th day of May, 2005, by MARY HAY of 812 Bushnell, Rock Springs, Sweetwater County, Wyoming 82901, hereinafter called "Assignor", and MARY HAY, Trustee of the MARY HAY LIVING TRUST DATED MAY 17, 2005, whose address is 812 Bushnell, Rock Springs, Sweetwater County, Colorado 82901, hereinafter called "Assignor";

W I T N E S S E T H:

WHEREAS, on July 1, 1974, an Oil, Gas and Mineral Lease was entered into by and among Brant M. Jensen and Josephine Jensen, husband and wife, and Leo J. Jensen and Eva Jensen, husband and wife, as Lessor, and Leonard Hay, as Lessee, which Oil, Gas and Mineral Lease was recorded February 20, 1980, in Book 58 O&G, Page 626, in the records of the Sublette County Clerk's Office; and

WHEREAS, on February 20, 1980, Brant M. Jensen and Joseph Jensen and Leo J. Jensen and Eva Jensen, and Leonard Hay entered into an Extension of Oil and Gas Lease, which Extension of Oil and Gas Lease was recorded on February 27, 1980, in Book 58 O&G, Page 634, in the records of the Sublette County Clerk's Office; and

WHEREAS, on September 16, 1994, an Oil and Gas Lease was entered into by and between Elva Louise Vible, as Lessor, and Leonard Hay, as Lessee, which Oil and Gas Lease was recorded September 20, 1994, in Book 99 Oil & Gas, Page 683, in the records of the Sublette County Clerk's Office; and

WHEREAS, on September 27, 1996, Leonard Hay executed a General Conveyance, 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, on May 17, 2004, Susan Hay Bell and Mary Hay, as successor trustees to Leonard Hay under the LEONARD HAY LIVING TRUST DATED SEPTEMBER 27, 1996, pursuant to the General Conveyance of Leonard Hay dated September 27, 1996, assigned all interest held by Leonard Hay to Susan Hay Bell and Mary Hay, Trustees of the Leonard Hay Living Trust dated September 27, 1996, by Assignment of Oil and Gas Leasehold Interest recorded May 20, 2004, in Book 127 O&G, Page 547, in the records of the Sublette County Clerk's Office; and

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, to Susan Hay Bell,

RECORDED May 27 2005 9:00 AM
IN BOOK 130 046 PAGE 248
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

311304
3 11 304

By Cathy Scott

Assignment of Oil and Gas Leasehold Interest recorded May 20, 2004, in Book 127 O&G, Page 554, in the records of the Sublette County Clerk's Office; 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 MARY HAY, Trustees, or her successors in trust under the MARY HAY LIVING TRUST DATED MAY 17, 2005, and any amendments thereto, of 812 Bushnell, Rock Springs, Sweetwater County, Wyoming 82901, all interest held by MARY HAY, individually, in and to that certain Oil, Gas and Mineral Lease dated July 1, 1974, and any and all extensions to said Oil, Gas and Mineral Lease dated July 1, 1974, and all interest held by MARY HAY, individually, in and to that certain Oil and Gas Lease dated September 20, 1994, covering the following described real property:

Township 31 North, Range 109 West, 6th P.M., Sublette County, Wyoming

Section 10: NE/4SE/4, S/2SE/4;
Section 11: Lots 2, 3, 4, 5, 6, 7, W/2NE/4, S/2NW/4, NW/4SW/4;
Section 14: Lots 1, 2, NE/4NW/4;
Section 15: Lots 1, 2;

Also all the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7, Section 11, Lots 1 and 2, Section 14, and Lots 1 and 2, Section 15, T. 31 N. R. 109 W., 6th P.M.

and

Township 31 North, Range 108 West, 6th P.M., Sublette County, Wyoming

Section 5: Lot 4 (NW/4NW/4); SW/4NW/4;
Section 6: Lots 1, 2 (N/2NE/4); S/2NE/4; Lot 5 (SW/4NW/4); SE/4NW/4; Lots 6, 7, 12, 13 (SW/4);
Section 7: Lot 2 (NW/4NW/4); NE/4NW/4; NW/4NE/4;

Township 32 North, Range 108 West, 6th P.M., Sublette County, Wyoming

Section 32: S/2SW/4;

Township 31 North, Range 109 West, 6th P.M., Sublette County, Wyoming

Section 1: S/2NE/4; Lot 5 (SE/4SE/4); NE/4SE/4; W/2SE/4; E/2SW/4; SW/4SW/4;
Section 11: E/2NE/4;
Section 12: Lots 1, 2, 3 (N/2NE/4, NE/4NW/4); NW/4NW/4; Lot 4 (SW/4NW/4).

EXCEPTING THEREFROM that portion heretofore assigned to J. Archie Chant, in an undivided one-half interest, and Tom D. Chant, in an undivided one-half interest, by Assignment of Oil and Gas Leasehold Interest dated June 2, 2004, recorded June 2, 2004, in Book 127 O&G, Page 598, in the records of the Sublette County Clerk's Office, covering the following described real property, and subsequently amended by Corrective Assignment of Oil and Gas Leasehold Interest dated July 12, 2004, recorded July 12, 2004 in Book 127 O&G, Page 704, in the Sublette County Clerk's Office:

250

Township 31 North, Range 109 West, 6th P.M., Sublette County, Wyoming

Section 11: Lots 4 and 5 (SW/4SW/4); NW/4SW/4

EXCEPTING AND EXCLUDING THE WELLFORE JENSEN 14-11D

AND FURTHER EXCEPTING THEREFROM that portion heretofore assigned to J. Archie Chant, in an undivided one-half interest, and Tom D. Chant, in an undivided one-half interest, by Assignment of Oil and Gas Leasehold Interest dated November 16, 2004, recorded November 19, 2004, in Book 129 O&G, Page 98, in the records of the Sublette County Clerk's Office, 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 the said interest in the Oil, Gas and Mineral Lease dated July 1, 1975, and any and all extensions thereto, and the Oil and Gas Lease dated September 16, 1994, hereby conveyed to Assignee, her heirs, representatives and assigns forever.

MARY HAY

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this 17th day of May, 2005, by MARY HAY.

Witness my hand and official seal.

My commission expires:

August 1, 2005

THEDA A. PORTER NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES AUG. 1, 2005

Notary Public

311439

RECORDED June 1e 2005 11:55AM
IN BOOK 130 O+G PAGE 251
FEES $ 11.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

CONVEYANCE

(PINEDALE CREST PROPERTIES)

STATE OF WYOMING)
)
COUNTY OF SUBLETTE)

KNOW ALL MEN BY THESE PRESENTS THAT:

This Conveyance ("this conveyance") is dated to be effective as of 12:01 am MDT, May 1, 2005 (the "Effective Time") and is by and between **RESTAURANTS OF AMERICA, INC.** ("Seller") whose address is 6380 LBJ, Ste. 186, Dallas, Texas 74240, and **ANGUS BAKER JR.** ("Buyer"), whose address is 498 Shade Tree Circle, Hurst, Texas 76054.

WHEREAS,

(A) Reference is here made for all purposes to that certain instrument entitled "Conveyance" dated to be effective as of the Effective Time, which instrument was recorded in Sublette County, Wyoming, from Pinedale Crest Royalties, a trade name in the state of Wyoming only for Noble Royalties, Inc. to RESTAURANTS OF AMERICA, INC. in Book 128, Page 429 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 instrument is hereinafter, referred to as the "Assignment",

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

(C) RESTAURANTS OF AMERICA, INC. desires to sell, assign and convey to Angus Baker Jr. all of its **0.00280528** overriding royalty interest:

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, RESTAURANTS OF AMERICA, INC. does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Angus Baker Jr., RESTAURANTS OF AMERICA, INC.'s heirs, successors and/or assigns, the 0.00280528 overriding royalty interest identified in said Assignment.

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

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

1. SELLER HAS NOT MADE, AND SELLER HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND BUYER HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OR ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO BUYER BY OR ON BEHALF OF SELLER, (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 BUYER AND SELLER THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO BUYER IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS BUYER IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE BUYER WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS BUYER DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. SELLER AND BUYER AGREE THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. SELLER AND BUYER 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 25TH day of May 2005, but shall be effective as of the Effective Time.

RESTAURANTS OF AMERICA, INC.

ASSIGNOR

By _____

Its CEO

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 26th day of May, 2005, by JAMES W. HAMMOND, JR. as CEO of RESTAURANTS OF AMERICA, INC.

SUZANNE RINGO
NOTARY PUBLIC
State of Texas
Comm. Exp. 03-29-2007

_____
Notary Public in and for the State of Texas

CORRECTION 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, the receipt of which is hereby acknowledged, did convey, transfer, assign and deliver without warranty, express or implied, under Assignment of Overriding Royalty dated November 30, 1998 and recorded in Book 110 O&G, Page 100, Sublette County, WY. unto the following parties shown below:

Gasconade Oil Company	633 17th Street, Suite 1650 Denver, Colorado 80202
The Roy H. Dubitzky Trust	6663 S. Prescott Way Littleton, Colorado 80120
Riggs Oil & Gas Corporation	P.O. Box 711 Farmington, NM 87499

WHEREAS an overriding royalty interest was assigned to the above individuals on all oil, gas and other hydrocarbon substances that may be produced, saved, and marketed from various oil and gas leases described on the Exhibit attached thereto.

WHEREAS the legal description noted on the Exhibit for the following oil &gas lease was incorrect.

Lessor:	USA WYW-142265
Lessee:	Ultra Petroleum (USA) Inc.
Lease Date:	8/1/97
Lands Covered:	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: Township 31 North, Range 108 West Section 7: Lots 3,4,5, SE/4NW/4, E/2SW/4 Section 18: Lots 1,2,3,4, E/2E/2 Sublette County, Wyoming

NOW THEREFORE the legal description needs to be corrected as follows:

Township 31 North, Range 108 West
Section 7: Lots 3,4,5, SE/4NW/4, E/2SW/4
Section 18: Lots 1,2,3,4, **E/2W/2**
Sublette County, Wyoming

This instrument is to correct the legal description of said Lease only and does not effect or increase the interest conveyed, nor any of the other terms of the original Assignment of Overriding Royalty dated November 30, 1998.

WITNESS my hand on this 10 day of May 2005.

311440

RECORDED June 16 2005 11:55AM
IN BOOK 130 O&G PAGE 253
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

ULTRA RESOURCES INC.

Robin Benko
Attorney-in-fact

ACKNOWLEDGEMENT

STATE OF COLORADO)
) SS
COUNTY OF DOUGLAS)

On this 10TH day of MAY, 2005, before me personally appeared Robin Benko, to me personally known, who, being by me duly sworn, did say that she is the Land Manager and Attorney-in-fact of Ultra Resources, Inc., and that this instrument was signed in behalf of said corporation by the authority of its Board of Directors and said Robin Benko acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 10TH day of MAY 2005.

Nicki M. Malone
Notary Public

My Commission Expires:

4-10-06

NICKI M. MALONE NOTARY PUBLIC STATE OF COLORADO

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 Assignor's interest therein, if less than 100%, of all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the oil and gas lease described as follows:

WYW-144993 — INSOFAR AND ONLY INSOFAR AS LEASE COVERS:
Township 31 North, Range 108 West, 6th P.M.
Section 30: Lots 1,2,3,4 & E/2W/2
Sublette County, Wyoming

WITNESS my hand on this 10 day of May 2005.

ULTRA RESOURCES, INC.

Robin Benko, Attorney-in-Fact

STATE OF COLORADO)
) SS
COUNTY OF DOUGLAS)

BE IT KNOWN, that on this 10 day of May 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.

Notary Public

My commission expires:
4.16.06

NICKI M. SMALDONE NOTARY PUBLIC STATE OF COLORADO

311441

RECORDED June 16 2005 11:55AM
IN BOOK 130 046 PAGE 255
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

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 Properties)

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

This Conveyance is based upon the following matters:

A. By instrument entitled "Assignment of Overriding Royalty Interests" recorded in Book 127, Page 179, of the Oil and Gas Records of Sublette County, Wyoming, and instrument entitled "Correction of Legal Description in Assignment and Bill of Sale" recorded in Book 127, Page 606, of the Oil and Gas Records of Sublette County, Wyoming, Noble Royalties, Inc., was conveyed certain overriding royalty interests in and to certain leases, lands, and wells located in Sublette County, Texas.

For purposes of this document, the Assignment of Overriding Royalty Interests referenced in Paragraph A immediately above 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 April 1, 2004, recorded in Book 128, Page 439, of the Oil and Gas Records of Sublette County, Wyoming, Noble Royalties, Inc., did grant and convey to Royal Mesa, Inc., an undivided .00012889 interest in and to the Property. For purposes of this document, such Conveyance is hereinafter referred to as the "Mesa Conveyance."

C. Julie Floyd has acquired from Royal Mesa, Inc., all of the right, title, and interest in and to the Property conveyed under and by virtue of the Mesa Conveyance. Julie Floyd desires to assign and convey an undivided one-half of all such property rights and interest to the Kurt M. Daniel, P.C., Profit Sharing Plan U/A amended 1/1/1997.

Now, therefore, for and in consideration of the above premises, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Julie Floyd ("Grantor") does hereby grant, bargain, sell, assign, and convey to the Kurt M. Daniel, P.C., Profit Sharing Plan U/A amended 1/1/1997 ("Grantee"), whose address is 4849 Greenville Avenue, Suite 1111, Dallas, Texas 75206, an undivided one-half of all of the right, title, and interest in and to the Property having been granted and conveyed under and by virtue of the Mesa Conveyance.

311442

RECORDED June 16 2005 12:00PM
IN BOOK 130 P46 PAGE 256
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

It is the intention of Grantor to convey to Grantee, and Grantor does hereby grant and convey to Grantee, an undivided one-half of all right, title, and interest in and to the Property having been acquired by Grantor from Royal Mesa, Inc. 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.

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.

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, and their respective successors and assigns.

This Conveyance covers and includes one-half of all proceeds for oil and gas production to which Grantor is entitled by virtue of Grantor's acquisition from Royal Mesa, Inc.

Executed this the 6th day of May, 2005.

Julie Floyd

JULIE FLOYD

STATE OF TEXAS §
§
COUNTY OF Collin §

This instrument was acknowledged before me on this the 6th day of May, 2005, by **JULIE FLOYD**.

SANDIE CHANCE
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXP. 01-27-2007

Sandie Chance

Notary Public, State of Texas

F:\WP\Floyd, Mike\royalmesa 58 pinedale crest julie to knud.wpd

Upon completion of your recording procedures, please return this recorded original to:

Kurt M. Daniel, P.C.
Suite 1111
4849 Greenville Avenue
Dallas, Texas 75206

258

KNOW ALL MEN BY THESE PRESENTS:

THAT, EOG Resources, Inc., with offices at 600 17th Street, Suite 1100 North, Denver, Colorado 80202-5402, for a good and valid consideration does hereby release, relinquish, quit-claim and surrender to the Lessor, its heirs, assigns and legal representatives, all of its right, title and interest, including the release and waiver of the right of homestead, in and to that certain oil and gas mining lease(s), set forth below:

Lessor: Robert L. Miller

Lessee: C.I. Justhein
Dated: ~~April 22, 1948~~ April 27, 1948
Recorded: Book 2, Page 175
Description: Township 29 North, Range 112 West, 6th P.M.
Section 2: Lots 2, 3 and 4, S/2NW/4, SW/4, W/2SW/4, SW/4NE/4
Section 3: All
Section 4: Lots 1, 2, 3 and 4, S/2N/2, SE/4, E/2SW/4
Section 5: Lot 1, SE/4NE/4
Section 9: NE/4, E/2NW/4, N/2SE/4, SE/4SE/4, NE/4SW/4
Section 10: NW/4, N/2SW/4, N/2NE/4
Section 11: N/2NW/4, NW/4NE/4

Township 30 North, Range 112 West, 6th P.M.
Section 5: W/2E/2
Section 32: SE/4SE/4
Section 33: S/2
Section 34: S/2, S/2NE/4

Lessor: Robert L. Miller & Mildred M. Miller
Lessee: Belco Petroleum Corporation
Dated: July 11, 1956
Recorded: Book 15, Page 441
Description: Township 29 North, Range 111 West, 6th P.M.
Section 1: Lots 2, 3, and 4, SW/4NE/4, S/2NW/4, S/2
Section 2: Lots 1, 2, 3, and 4, S/2N/2, S/2
Section 3: Lots 1, 2, 3 and 4, S/2N/2, S/2
Section 6: Lots 6 and 7, E/2SW/4, SE/4
Section 7: Lots 1, 2, 3, and 4, NE/4, E/2W/2

311443
RECORDED June 16 2005 12:00 PM
IN BOOK 130 046 PAGE 258
FEES $23.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

Township 29 North, Range 112 West. 6th P.M.
Section 4: Lots 1, 2, 3 and 4, S/2N/2, E/2SW/4, SE/4
Section 5: Lot 1, SE/4NE/4
Section 9: NE/4, E/2NW/4, NE/4SW/4, N/2SE/4, SE/4SE/4
Section 10: N/2N/2, S/2NW/4, N/2SW/4
Section 11: NW/4NE/4, N/2NW/4

Township 30 North, Range 112 West. 6th P.M.
Section 32: SE/4SE/4
Section 33: S/2
Section 34: S/2NE/4, S/2
Section 35: W/2NE/4, W/2SE/4
Section 36: SW/4, W/2SE/4

Lessor: Robert M. Miller & Tara L. Miller
Lessee: Contex Energy Company
Dated: July 21, 1994
Recorded: Book 98, Page 432

[redacted] [redacted] [redacted]

Description:

Township 29 North, Range 112 West, 6th P.M.
Section 2: Lots 2, 3 and 4, SW/4NE/4, S/2NW/4, W/2SE/4, SW/4
Section 3: Lots 1 and 2, S/2NE/4, S/2
Section 4: Lots 2, 3 and 4, SW/4NE/4, S/2NW/4, S/2
Section 5: Lot 1, SE/4NE/4, E/2SE/4, SW/4SE/4
Section 7: S/2NE/4, SE/4SW/4, SE/2
Section 8: W/2NW/4, SW/4, E/2
Section 9: N/2, W/2SW/4, NE/4SW/4, N/2SE/4, SE/4SE/4 less and except 6.159 acres, described in Book 12 of Deeds, Page 172, in the office of the Sublette County Clerk, Wyoming
Section 10: N/2NE/4, N/2SW/4, NW/4
Section 11: NW/4NE/4, N/2NW/4
Section 17: NW/4NW/4
Section 18: N/2NE/4, SW/4NE/4

Township 30 North, Range 112 West, 6th P.M.
Section 32: SE/4SE/4
Section 33: S/2
Section 34: SE/4, SE/4NE/4, SE/4NE/4 less and except 0.931 acres described in Book 12 Deeds, Page 425, Sublette County Clerk records, Wyoming
Section 35: SW/4, W/2SE/4 and all that part of S/2NW/4 and SW/4NE/4 lying Southerly of the centerline of the Big Piney-West Road, a secondary road of the Wyoming Highway Department No. S-98 of the record in the office of the Clerk of Sublette County, Wyoming, containing 87 acres, more or less;

containing 4,605.56 acres, more or less.

Executed this 17th day of May, 2005.

EOG Resources, Inc.

R. L. Adams
Agent and Attorney in Fact

STATE OF ~~COLORADO~~ TEXAS)
)
COUNTY OF ~~DENVER~~ HARRIS)

This instrument was acknowledged before me on 5-17-2005 by R. L. Adams, Agent & Attorney In Fact on behalf of said Company.

My Commission Expires:

BEVERLY FABIAN
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
JULY 3, 2007

Beverly Fabian
Notary Public
State of ~~COLORADO~~ TEXAS

260

ASSIGNMENT OF OIL AND GAS LEASES

STATE OF WYOMING

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SUBLETTE

THAT THE UNDERSIGNED, HANSON & STRAHN, INC., whose address is P.O. Box 3020, Cheyenne, Wyoming 82003-3020, hereinafter called "Assignor", for and in consideration of One Dollar ($1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to

Anschutz Pinedale Corporation
555 – 17th Street, Suite 2400
Denver, Colorado 80202

100.00%

hereinafter called "Assignee", all of Assignor's right, title and interest in and to that certain oil and gas lease dated effective April 1, 2005, from the United States of America, Department of the Interior, Bureau of Land Management, lessor, to Hanson & Strahn, Inc., lessee, insofar as said lease covers the following described land in Sublette County, State of Wyoming:

Township 32 North, Range 108 West, 6th P.M.
Section 18: Lot 1(41.93)

and containing 41.93 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 2nd day of April, 2005.

Hanson & Strahn, Inc.

President

(NO ATTEST REQUIRED)

ACKNOWLEDGMENT

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On this 2nd day of April, 2005, before me personally appeared Marc Randal Strahn, President of Hanson & Strahn, Inc., to me personally known, who, being by me duly sworn, did say that he is the President of Hanson & Strahn, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said President acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 2nd day of April, 2005.

NANCY A. SHORE - NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES APR. 06, 2005

Notary Public

My Commission Expires:_____

Address: Cheyenne, Wyoming

311487

RECORDED June 8 2005 8:35a M
IN BOOK 130 046 PAGE 260
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

ASSIGNMENT OF OVERRIDING ROYALTY
Mesa 2-35

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 2-35 Well located in the S2NWNE-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

Tytan Minerals Company, LLC
6732 West Princeton Place
Denver, CO 80235
.02250 of 1% of 8/8ths

Hal B. Koerner, Jr., and Diane Lynn Koerner, as
Joint Tenants with ROS
6811 Hillridge Place
Parker, CO 80134
.02250 of 1% of 8/8ths

Scott L. Hajicek and Marilyn S. Hajicek,
as Joint Tenants with ROS
2980 South Newcombe Way
Lakewood, CO 80227
.01875 of 1% of 8/8ths

Anschutz Resources Corporation
555 17th Street, Suite 2400
Denver, CO 80202
.10125 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 2-35, located in the S2NWNE 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 2-35 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.

311498

RECORDED June 8 2005 8:30a M
IN BOOK 130 046 PAGE 261
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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 17th day May, 2005.

ATTEST:

[redacted]
Judith A. [redacted]
Assistant [redacted]tary

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 17th day of May 2005.

SEAL

Cecily Ann Voruz
Notary Public

My commission expires:
January 27, 2006

NOTARY PUBLIC
CECILY ANN
VORUZ
STATE OF COLORADO

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated May 17, 2005 by and between Anschutz Pinedale Corporation and William J. Miller, et al.

Oil and Gas Lease (2767-00020) 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 S2NWNE-35-T32N-R109W.

Gannett 13-16

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 13-16 well located in the SWSW-16-T33N-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:

Anschutz Resources Corporation
555 17th Street, Suite 2400
Denver, CO 80202
.07125 of 1% of 8/8ths

Scott L. Hajicek and Marilyn S. Hajicek,
as Joint Tenants with Right of Survivorship
2980 South Newcombe Way
Lakewood, CO 80227
.01875 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
.1125 of 1% of 8/8ths

Tytan Minerals Company, LLC
6732 W. Princeton Place
Denver, CO 80235
.02250 of 1% of 8/8ths

Marguerite K. Timbel and Ned R. Timbel
as Tenants in Common
6500 West Mansfield Avenue, #19
Denver, CO 80235
.01500 of 1% of 8/8ths

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

Dolly Family LLLP
74 Fir Lane
Evergreen, CO 80439
.02250 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 Gannett 13-16 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 Lance Oil and Gas Company is entitled to a working interest in the Gannett 13-16 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.

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.

311499

RECORDED June 8 2005 8:35
IN BOOK 130046 PAGE 264
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sachen

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 17th day of May, 2005 to be effective as of October 1, 1999.

ATTEST:

ANSCHUTZ PINEDALE CORPORATION
Successor in interest to: ANSCHUTZ WYOMING CORPORATION and
ANSCHUTZ EXPLORATION CORPORATION

By: _____
Pamela S. Kalstrom
Assistant Vice President

ANSCHUTZ PINEDALE CORPORATION
SEAL
Assistant Secretary

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 17th day of May, 2005.

SEAL

NOTARY PUBLIC
CECILY ANN VORUZ
STATE OF COLORADO

Cecily Ann Voruz
Cecily Ann Voruz, Notary Public

My commission expires:
January 27, 2006

Gannett 13-16

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated effective October 1, 1999 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, SWSW-16-T33N-R109W.

ASSIGNMENT OF OVERRIDING ROYALTY
Gannett 11-16

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, hereinafter collectively called "Assignee", of all oil and/or gas produced, saved and sold from the Gannett 11-16 well located in the NESW-16-T33N-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
.12750 of 1% of 8/8ths

Tytan Minerals Company, LLC
6732 W. Princeton Place
Denver, CO 80235
.12750 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
.08500 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
.10625 of 1% of 8/8ths

Anschutz Resources Corporation
555 17th Street, Suite 2400
Denver, CO 80202
.61625 of 1% of 8/8ths

Anschutz Exploration Corporation
Royalty Pool
555 17th Street, Suite 2400
Denver, CO 80202
.63750 of 1% of 8/8ths

The above stated overriding royalty opposite each parties name as stated above shall be effective at 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 Gannett 11-16 well, located in the NESW-16-T33N-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, and continuing thereafter.

It is the intent of this assignment to assign a portion of the overriding royalty interests that would have terminated pursuant to the Assignment of Overriding Royalty dated August 19, 2004, effective June 1, 2004, recorded December 3, 2004 in Book 129 O&G, Page 172.

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.

311500

RECORDED June 8 2005 8:35a
IN BOOK 130 Q16 PAGE 267
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, 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 18th day of May, 2005.

ATTEST: ANSCHUTZ PINEDALE CORPORATION

By: _____
Ju[redacted] Paisley
Assistant Secretary

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 18th day of May, 2005.

SEAL

_____
Cecily Ann Voruz, Notary Public

NOTARY PUBLIC CECILY ANN VORUZ STATE OF COLORADO

My commission expires:
January 27, 2006

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

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-T33N-R109W.

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AFFIDAVIT OF IDENTITY

Pamela S. Kalstrom, being of lawful age, being duly sworn, deposes and says that she is the Assistant Vice President of Anschutz Resources Corporation and has been well acquainted with Anschutz Resources Corporation and Anschutz Resources Company, as mentioned in the chain of title to the lands described on Exhibit "A", attached hereto and made a part hereof, and affiant positively knows that Anschutz Resources Corporation and Anschutz Resources Company are one and the same, not withstanding the discrepancy in the names.

Further Affiant saith not.

ANSCHUTZ RESOURCES CORPORATION

By: _____
Pamela S. Kalstrom
Assistant Vice President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

BEFORE ME, the undersigned authority, on this day, personally appeared Pamela S. Kalstrom, Assistant Vice President of Anschutz Resources Corporation, know 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 19th day of May, 2005.

NOTARY PUBLIC
CECILY ANN VORUZ
STATE OF COLORADO

_____
Cecily Ann Voruz, Notary Public

My commission expires:
January 27, 2006

311501

RECORDED June 8 2006 8:35a M
IN BOOK 130 046 PAGE 270
FEES $ 16.00 _____ CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By _____

EXHIBIT "A"

Sublette County, Wyoming

LEASE NO:	LESSOR/LESSEE	EFF. DATE	TERM	DESCRIPTION	GROSS ACRES	BK/PG
WY-2767-00001	**USA-WYW-143664** Ultra Resources, Inc.	12/01/97	10 Yrs	**T33N-R109W, 6th P.M.** Section 1: Lot 4 Section 2: Lot 1 Section 7: Lot 1 Section 12: SENE, SESW, SE Section 13: NE, NENW	556.05	
WY-2767-00007	**ST-WY-94-00293** CENEX, Inc.	06/02/94	6 Yrs	**Insofar and only insofar as lease covers:** **T33N-R109W, 6th P.M.** Section 16: N2, SE, N2SW, SESW	600 00	110/326
WY-2767-00018	**USA-WYW-129610** Double Eagle Petro	07/01/93	10 Yrs	**T32N-R109W, 6th P.M.** Section 10: E2NE Section 11: ALL Section 12: ALL Section 13: ALL Section 14: NE, NENW, NESE Section 24: NE, NENW	2440.00	108/470
WY-2767-00019	**USA-WYW-135123** CENEX, Inc.	02/01/95	10 Yrs	**T32N-R109W, 6th P.M.** Section 4: Lots 5-7, 11-14 Section 5: Lot 1 Section 10: W2NE, W2, SE Section 14: W2NW, SENW, SW, W2SE SESE Section 15: E2 Section 18: Lots 1-12 Section 19: Lots 1-12	2419.17	

EXHIBIT "A"
Sublette County, Wyoming

LEASE NO:	LESSOR/LESSEE	EFF. DATE	TERM	DESCRIPTION	GROSS ACRES	BK/PG
WY-2767-00020	**USA-WYW-06286** Donald B. Anderson	06/01/51	10 Yrs	**T32N-R109W, 6th P.M.** Section 27: NW Section 28: NE Section 35: N2, SE	800.00	119/316
WY-2767-00021	**USA-WYW-135124** Meridian Oil, Inc.	02/01/95	10 Yrs	**T32N-R109W6th P.M.** Section 21: SE Section 22: S2 Section 23: ALL Section 24: W2NW, SENW, S2	800.00	100/552
WY-2767-00022	**USA-WYW-143663** Ultra Resources, Inc.	12/01/97	10 Yrs	**T32N-R109W,6th P.M.** Section 1: Lot 4, S2NW, SW, W2SE, SESE Section 2: Lots 1-4, S2N2, S2 Section 3: Lots 1-3, S2NE, SENW, NESW, SE	1335.95	
WY-2767-00030-AE	**Marjorie Buck, a widow** High Plains Associates, Inc.	11/11/97	10 Yrs	**T32N-R108W, 6th P.M.** Section 20: E2SE, SENE Section 21: E2W2, SWNW, NWSW Section 28: E2NW, NWNW, SW Section 29: Lots 4 (40.30), 5 (40.49), 6 (40.60), 7 (40.60), 8 (40.49), E2NE, SWNE, SE Section 32: N2 Section 33: NW	1602.48	107/1367
WY-2767-00038	**USA-WYW-139396** Richard L. Norton	07/01/96	10 Yrs	**T32N-R108W, 6th P.M.** Section 30: E2 Section 31: NE, N2SE	560.00	105/411

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EXHIBIT "A"
Sublette County, Wyoming

LEASE NO:	LESSOR/LESSEE	EFF. DATE	TERM	DESCRIPTION	GROSS ACRES	BK/PG
WY-2767-00045	**USA-WYW-142265** Ultra Resources, (USA) Inc.	08/01/97	10 Yrs	T32N-R108W, 6th P.M. Section 30: Lots 1-4, E2W2 Section 31: Lots 1, 2, E2NW	378.92	
WY-2767-00047	**USA-WYW-143660** Ultra Resources, Inc.	12/01/97	10 Yrs	T32N-R109W, 6th P.M. Section 4: Lot 4, SWNW, W2SW Section 5: Lot 1, SENE Section 7: Lots 1-7, SWNE, E2NW, SESW, S2SE Section 8: SWSW Section 17: Lots 1-3, SW Section 18: Lots 2-7, S2NE, SENW, E2SW, SE	1467.91	

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CORRECTIVE
ASSIGNMENT OF OVERRIDING ROYALTY

WHEREAS, there is an Assignment of Overriding Royalty dated January 31, 2005, but effective as of January 1, 2005 between ANSCHUTZ RESOURCES CORPORATION, 555 17th Street, Suite 2400, Denver, CO 80202, as Assignor and Hal B. Koerner, Jr. and Diane Lynn Koerner, Joint Tenants with Right of Survivorship, as Assignees, (the "Prior Assignment") recorded March 30, 2005 in Book 130 O&G, Page 31 in the Clerk and Recorders Office, Sublette County, Wyoming, covering lands shown on Exhibit "A", attached hereto and by this reference made a part hereof, and

WHEREAS, said Assignment of Overriding Royalty was inadvertently executed and acknowledged on behalf of ANSCHUTZ PINEDALE CORPORATION.

WHEREAS, the Prior Assignment should have been executed on behalf of ANSCHUTZ RESOURRCES CORPORATION.

NOW, THEREFORE, the Prior Assignment is corrected as follows:

The signature page is revised to reflect ANSCHUTZ RESOURCES CORPORATION.

It is not the intent to convey an additional overriding royalty interest, but to correct the Prior Assignment to provide for the correct execution by ANSCHUTZ RESOURCES CORPORATION.

EXCEPT as herein specifically corrected, it is understood that said Prior Assignment shall remain in full force and effect as originally written, and all other terms, and provisions shall remain as originally stated.

This Corrective Assignment of Overriding Royalty 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.

IN WITNESS HEREOF, this instrument is executed this 19th day of May, 2005, but effective January 1, 2005.

ATTEST: ANSCHUTZ RESOURCES CORPORATION

By: _____
Judith A. Pattey
Assistant Secretary

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 Resources 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 19th day of May, 2005.

SEAL 311502

_____
Notary Public
Cecily Ann Voruz

NOTARY PUBLIC CECILY ANN VORUZ STATE OF COLORADO

My commission expires:
January 27, 2006

RECORDED June 8 2005 8:35 AM
IN BOOK 130 O+G PAGE 274
FEES $ 18.00 _____ CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Saxton

EXHIBIT "A"
PINEDALE PROSPECT, SUBLETTE COUNTY, WYOMING

Lease Number	Lessor / Lessee	Effective Date	Description	Gross Acres	Recording County
WY-2767-00001	USA-WYW-143664 Ultra Resources, Inc	12/01/97	T33N-R109W, 6TH PM Section 1: Lot 4 Section 2: Lot 1 Section 7: Lot 1 Section 12: SENE, SESW, SE Section 13: NE, NENW	556.05	BK/PG: SUBLETTE
WY-2767-00007	ST-WY-94-00293 CENEX, Inc	06/02/94	INSOFAR AND ONLY INSOFAR AS LEASE COVERS: T33N-R109W, 6TH PM Section 16: N2, N2SW, SESW, SE	600.00	BK/PG: 110 326 SUBLETTE
WY-2767-00018	USA WYW-129610 Double Eagle Petroleum	07/01/93	T32N-R109W, 5TH PM Section 10: E2NE Section 11: ALL Section 12: ALL Section 13: ALL Section 14: NE, NENW, NESE, Section 24: NE, NENW	2440.00	BK/PG: 108 470 SUBLETTE
WY-2767-00019	USA-WYW-135123 CENEX, Inc	02/01/95	T32N-R109W, 6TH PM Section 4: Lots 5-7, 11-14 Section 5: Lot 1 Section 10: W2NE, W2, SE Section 14: W2NW, SENW, SW, W/2SE SESE Section 15: E2 Section 18: Lots 1-12 Section 19: Lots 1-12	2419.17	BK/PG: SUBLETTE
WY-2767-00020	USA-WYW-06286 Donald B Anderson	06/01/51	T32N-R109W, 6TH PM Section 27: NW Section 28: NE Section 35: N2, SE	2400.00	BK/PG: 119 316 SUBLETTE

EXHIBIT "A"
PINEDALE PROSPECT, SUBLETTE COUNTY, WYOMING

Lease Number	Lessor / Lessee	Effective Date	Description	Gross Acres	Recording County
WY-2767-00021	USA-WYW-135124 Meridian Oil Inc.	02/01/95	T32N-R109W 6TH PM Section 21: SE Section 22: S2 Section 23: ALL Section 24: W2NW, SENW, S2	1560.00	BK/PG: 100 552 SUBLETTE
WY-2767-00022	USA-WYW-143663 Ultra Resources, Inc	12/01/97	T32N-R109W 6TH PM Section 1: Lot 4, S2 NW, SW, W/2SE, SESE Section 2: Lots 1-4, S2N2, S2 Section 3: Lots 1-3, S2NE, SENW, NESW, SE	1335.95	BK/PG: SUBLETTE
WY-2767-00030-AE	MARJORIE BUCK High Plains Associates, Inc	11/11/97	T32N-R108W 5TH PM Section 20: E2SE, SENE Section 21: E2W2, SWNW, NWSW Section 28: E2NW, NWNW, SW Section 29: Lots 4(40.30), 5(40.49), 6(40.60), 7(40.60), 8(40.49), E2NE, SWNE, SE Section 32: N2 Section 33: NW	1602.48	BK/PG: 107 367 SUBLETTE
WY-2767-00038	USA-WYW-139396 Richard L Norton	07/01/96	T32N-R108W 5TH PM Section 30: E2 Section 31: NE, N2SE	560.00	BK/PG: 105 411 SUBLETTE
WY-2767-00041	USA-WYW-143661 Ultra Resources, Inc	12/01/97	T32N-R108W 5TH PM Section 19: Lots 1-4, E2, E2W2 Section 20: W2E2, W2 Section 21: SWSW Section 28: SWNW Section 29: Lots 1-3, NWNE Section 32: N2SW	1346.81	BK/PG: SUBLETTE
WY-2767-00045	USA-WYW-142265 Ultra Resources (USA), Inc	08/01/97	T32N-R108W 5TH PM Section 30: Lots 1, 2, 3, and 4, E2W2 Section 31: Lots 1, 2, E2NW	756.16	BK/PG: SUBLETTE

EXHIBIT "A"
PINEDALE PROSPECT, SUBLETTE COUNTY, WYOMING

Lease Number	Lessor / Lessee	Effective Date	Description	Gross Acres	Recording County
WY-2767-00047	USA-WYW-143660 Ultra Resources, Inc	12/01/97	T32N-R108W, 6TH PM Section 4: Lot 4, SWNW, W2SW Section 5: Lot 1, SENE Section 7: Lots 1-7, SWNE, E2NW, SESW, S2SE Section 8: SWSW Section 17: Lots 1-3, SW Section 18: Lots 2-7, S2NE, SENW, E2SW, SE	1487.91	BK/PG: SUBLETTE

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FORM 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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 61.95%
   Street 1515 Arapahoe Street, Tower 3, Suite 1000
   City, State, ZIP Code Denver, CO 80202

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

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

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

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

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
SEE ATTACHED EXHIBIT "A'	See Exhibit "A"	See Exhibit "A"	See Exhibit "A"	See Exhibit "A	See Exhibit "A"

SUBLETTE COUNTY, PINEDALE, WYOMING
RECORDED June 8, 2005 11:55AM
IN BOOK 130 MISC PAGE 278
FEES $ 23.00 COUNTY CLERK

314506

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]

Return to:
Williams Production RMT
1515 Arapahoe St.
Denver CO 80202

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.

TRUE OIL LLC 38.05%
895 West River Cross Road
Casper, WY 82602

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 6th day of March, 2005

Name of Transferor WOLD OIL PROPERTIES, INC.
Please type or print

Transferor By: Peter I. Wold
PETER I.Wold, President (Signature)

Attest: David W. Klym
David W. Klym, Asst. Secretary (Signature)

139 West Second Street, Suite 200
(Transferor's Address)

Casper Wyoming 82601
(City) (State) (Zip Code)

Executed this 18 day of March, 2005

Transferee WILLIAMS PRODUCTION RMT COMPANY

By:
Attorney-in-fact
Joseph P. Barrett (Signature)

Executed this 18 day of March, 2005

TRUE OIL LLC

By:
C. F. Pickard, Attorney-in-Fact

NBR 24

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.

Attached to and made a part of that certain Transfer of Operating Rights effective May 3, 2002, as to interests earned by the #14-33F Well, and as to interests earned by the #16-32 Well, by and between Wold Oil Properties, Inc., as Transferor, and True Oil LLC and Williams Production RMT Company, Transferees.

ACKNOWLEDGMENTS

STATE OF WYOMING)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 6th day of March, 2005, by Peter I Wold, President of Wold Oil Properties, Inc. on behalf of said corporation.

Witness my hand and official seal.

My commission expires:
1/29/07

Debra Brantz
Notary Public

NOTARY PUBLIC
DEBRA BRANTZ
STATE OF WYOMING
COUNTY OF NATRONA
JAN. 29 2007

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 18 day of March, 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

PATTI E. RIVES
NOTARY
PUBLIC
STATE OF COLORADO

STATE OF WYOMING)
) SS
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 18th day of April, 2005, by C. F. Pickard, Attorney-in-Fact of True Oil LLC, on behalf of said corporation.

Witness my hand and official seal.

My commission expires:

Linda Julian
Notary Public

NOTARY PUBLIC
LINDA JULIAN
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires Nov. 12, 2008

EXHIBIT "A"

Attached to and made a part of that certain Transfer of Operating Rights effective May 3, 2002, as to interests earned herein by the #14-33F Well, and January 1, 2003 as to Interests earned by the #16-32F Well, by and between
Wold Oil Properties, Inc., as "Transferor", and True Oil LLC, and Williams Production RMT Company, as "Transferees".

Riley Ridge Field - Sublette County, Wyoming
"ONLY INSOFAR AS LANDS DESCRIBED"

Lease Serial No. / Lease Effective Date Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	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	28.317587% *	23.317587% *	5.00% *	***	Those of Record
Section 33: SW/4NW/4SW/4, N/2N/2SW/4, S/2N/2, SE/4	28.317587% *	16.322311% *	11.995276% *	None	
Section 34: W/2SW/4 containing 560.00 acres, more or less	28.317587% *	16.322311% *	11.995276% *	None	
WYW-038887 / April 1, 1973 Township 29 North, Range 114 West, 6th P.M. Section 4: Lot 4 (21.05)	28.323072% *	23.323072% *	5.00% *	***	Those of Record
Section 4: SW/4NW/4, NW/4SW/4	28.323072% *	16.326150% *	11.996922% *	None	
Section 5: Lots 1, 2, 3, S/2N/2, NE/4SW/4, SE/4	28.323072% **	14.413190% **	13.909882% **	None	
Section 4: S/2NE/4, E/2SW/4, SW/4SW/4, SE/4	52.323072% *	33.126150% *	19.196922% *	None	
Section 5: W/2SW/4, SE/4SW/4 containing 1000.90 acres, more or less	52.323072% **	31.213190% **	21.109882% **	None	
WYW-049633 / April 1, 1975 Township 29 North, Range 114 West, 6th P.M. Section 4: Lot 3 (21.15)	80.00% *	75.00% *	5.00% *	***	Those of Record
Section 3: Lot 4 (22.17), S/2NW/4, SW/4 Section 4: Lot 1 (21.35), 2 (21.25), SE/4NW/4 containing 365.92 acres, more or less	80.00% *	52.50% *	27.50% *	None	

Lease Serial No. / Lease Effective Date Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously Reserved or Conveyed
WYW-056739 / December 1, 1976 Township 30 North, Range 114 West, 6th P.M. Section 32: SE/4SE/4 Section 32: SW/4SW/4, E/2SW/4, SE/4NE/4, N/2SE/4, SW/4SE/4 containing 320.00 acres, more or less	30.93124% ** 30.93124% **	23.19844% ** 16.238908% **	7.73280% ** 14.692332% **	*** None	Those of Record
WYW-060620 / April 1, 1976 Township 29 North, Range 114 West, 6th P.M. Section 5: Lot 4 (19.49) Section 6: Lots 1 (19.64), 2 (19.99), S/2NE/4, SE/4 containing 299.12 acres, more or less	51.7683352% **	30.82487464% **	20.94346056% **	None	Those of Record
WYW-062803 / November 1, 1978 Township 29 North, Range 114 West, 6th P.M. Section 6: Lots 3 (24.90), 4 (24.35), 5 (31.00), 6 (31.03), 7 (31.06), SE/4NW/4, E/2SW/4 containing 262.34 acres, more or less	48.8513030% **	28.7829521% **	20.0683509% **	None	Those of Record
WYW-069874 / January 1, 1980 Township 30 North, Range 114 West, 6th P.M. Section 31: SE/4SE/4 containing 40.00 acres, more or less	45.653859% **	26.5447413% **	19.1091177% **	None	Those of Record
WYW-118393 / December 1, 1976 Township 30 North, Range 114 West, 6th P.M. Section 31: Lots 1 (40.44), 2 (40.42), 3 (40.42), 4 (40.40), W/2E/2 Section 32: N/2NE/4, SW/4NE/4, NW/4, NW/4SW/4 containing 641.68 acres, more or less	30.93124% **	16.238908% **	14.692332% **	None	Those of Record
WYW-157630 / October 1, 1972 Township 30 North, Range 114 West, 6th P.M. Section 33: N/2N/2 Section 34: SW/4NE/4, W/2NW/4, SE/4NW/4, E/2SW/4, W/2SE/4 containing 480.00 acres, more or less	28.317587% * 28.317587% *	16.322311% * 16.322311% *	11.995276% * 11.995276% *	None None	Those of Record

Lease Serial No. / Lease Effective Date Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously Reserved or Conveyed
WYW-157631 / April 1, 1975 Township 29 North, Range 114 West, 6th P.M. Section 3: Lots 1 (27.33), 2 (25.77), 3 (24.04), S/2NE/4 Containing 157.14 acres, more or less	80.00% *	52.50% *	27.50% *	None	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 (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 (Williams Production RMT Company, Riley Ridge Unit 16-32F, total depth 8070 feet), located in the SE/4SE/4 of Section 32-T30N-R114W, Sublette County, Wyoming.

*** An overriding royalty interest in the amount equal to the difference between existing burdens and twenty percent (20%). In the event, however, existing royalty burdens are at 19.50%, or greater, Farmor's reserved overriding royalty 'before payout' shall be one-half of one percent (.50%). The reserved overriding royalty interest shall be proportionately reduced in proportion to the interest it bears to the entire undivided leasehold interest.

Subject to that certain Farmout Agreement dated December 12, 2001, between, by and between Wold Oil Properties, Inc., and True Oil Company (as amended to include Williams Production RMT Company, as a Farmee and Operator).

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SUBLETTE COUNTY, PINEDALE, WYOMING
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WELLBORE ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THAT, EFFECTIVE December 30, 2004, the "Effective Date," **ENCANA OIL & GAS (USA) INC.**, whose address is 370 17th Street, Suite 1700, Denver, Colorado 80202 (hereinafter "Assignor") for and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions hereof, hereby grants, sells, assigns and conveys to **MARY L. ARAMBEL, DBA GREYS RIVER LIVESTOCK COMPANY,** a sole proprietorship, whose address is 227 H Street, Rock Springs, Wyoming 82901 (hereinafter "Assignee") all of Assignor's right, title and interest in and to the wellbore of the Sagebrush #14-20 water well (the "Well") located 1280' FSL and 1940' FWL of Section 20, Township 27 North, Range 107 West, Sublette County, Wyoming, together with all associated personal property, equipment, fixtures and improvements appurtenant to or used in connection therewith (all of which are hereinafter called the "Interest").

TO HAVE AND TO HOLD the Interest unto Assignee, its successors and assigns, forever, subject to the following terms and conditions:

1. Assignee hereby agrees that it has inspected the Well, personal property and equipment assigned and conveyed herein and that it accepts the same in its present condition. Assignee agrees to assume all responsibility for said Well, the casing, equipment, plugging requirements or exceptions thereto, including bonding requirements, in and on said Well, and all other personal property used on or in connection therewith, from and after the effective date of this Assignment and Bill of Sale. Assignee agrees to protect, defend, indemnify and hold Assignor and its employees free and harmless from and against any and all costs, expenses, claims, demands and causes of action of every kind and character arising out of, incident to, or in connection with Assignee's ownership of the Well, casing, equipment and other personal property, or Assignee's or other parties' operations in connection with the Well, from and after the effective date of this Assignment and Bill of Sale, regardless of whether the liability therefrom is based upon some alleged act or omission of Assignor, or of Assignee, or of some other party.

2. Assignee agrees to perform any obligations related to payment of ad valorem, severance or other taxes levied upon the Well, or personal property taxes for the current year. Upon receipt of an invoice from Assignee, Assignor agrees to reimburse the prorated share of such taxes.

3. Assignee hereby assumes all obligations and duties imposed upon Assignor pursuant to the terms of the agreements, licenses, easements and rights-of-way to which Assignor's Interest is subject, but only insofar as same pertain to the Interest hereby assigned and transferred.

4. Assignee agrees to comply with all laws, ordinances, rules and regulations, federal, state and municipal, with respect to the abandonment of the Well or the abandonment of any and all of the equipment and property conveyed hereby.

5. **THIS ASSIGNMENT AND BILL OF SALE IS MADE WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED. THE INTERESTS ARE HEREBY CONVEYED TO AND ACCEPTED BY ASSIGNEE IN AN "AS IS, WHERE IS" CONDITION AND WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND AS TO THEIR MERCHANTABILITY, MARKETABILITY, CONDITION AND/OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.**

This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one assignment. Assignor and Assignee have each retained a counterpart of this Assignment.

EXECUTED the day and year first above written.

ASSIGNOR:
EnCana Oil & Gas (USA) INC.

By: Jonathan L. Grannis
Attorney-in-Fact

ASSIGNEE:
MARY L. ARAMBEL dba
GREYS RIVER LIVESTOCK COMPANY (A Sole Proprietorship)

By: Mary L. Arambel

Title: Greys River Livestock Co. (a sole Proprietorship)

STATE OF COLORADO §
§
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me on December 30, 2004, by Jonathan L. Grannis, Attorney-in-Fact for EnCana Oil & Gas (USA) Inc., a Delaware corporation, on behalf of said corporation.

Judith B. Sisneros
Notary Public

JUDITH B. SISNEROS
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 03/17/2008

STATE OF Wyoming)
) ss
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me this 17 day of January 2005, by Mary L. Arambel, dba Greys River Livestock Company, a sole proprietorship.

Witness my hand and official seal.

Kathy Ryan
Notary Public

PRODUCERS 88-PAID UP
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OIL AND GAS LEASE

AGREEMENT, Made and entered into the 2nd day of May, 200 5, by and between Sue L. O'Neill, a single woman, and Kevin Patrick O'Neill, a married man dealing in his sole and separate property whose address is 670 West Second Place, Mesa, AZ 85201, hereinafter called Lessor (whether one or more) and Contex Energy Company whose address is 1645 Court Place, Suite 212 Denver, CO 80202 hereinafter called Lessee:

WITNESSETH, 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, gas, and other hydrocarbons and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled under the terms of this lease, 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:

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

311692

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SUBLETTE COUNTY, PINEDALE, WYOMING

and containing 5,218.30 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 of Five (5) years from July 21st, 2005, 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 fifteen percent (15%) part of all oil produced and saved from the leased premises.
2nd. To pay Lessor fifteen percent (15%) of the net proceeds at the well from the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises.
3rd. To pay Lessor fifteen percent (15%) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.
4th. To pay Lessor fifteen percent (15%) of the proceeds received from the sale of any substance covered by this lease, other than oil and gas and the products thereof, which Lessee may elect to produce, save, and market from the leased premises.
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.

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.

Sue L. O'Neill

SS# 506-42-8879

Kevin Patrick O'Neill

SS# 561-88-9874

ACKNOWLEDGEMENT-INDIVIDUAL

STATE of Arizona

COUNTY of Maricopa

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 2 day of June, 200 05,

personally appeared Sue L. O'Neill and Kevin Patrick O'Neill, 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 same as their free and voluntary act and deed for the uses and purposes therein set forth and in the capacity stated therein.

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

My Commission Expires: September 26, 2008

Notary Public:

Address: 22 N. Robson
Mesa, AZ 85201

OFFICIAL SEAL
CAROLYN BONNER
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Commission Expires Sept. 26, 2008

OFFICIAL SEAL
CAROLYN BONNER
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Commission Expires Sept. 26, 2008

ACKNOWLEDGEMENT-INDIVIDUAL

STATE of _____

COUNTY of _____

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 200 ____,

personally appeared _____, to me known to be the identical person ___, described in and who executed the within and foregoing instrument of writing and acknowledged to me that ___ he ___ duly executed same as _____ free and voluntary act and deed for the uses and purposes therein set forth and in the capacity stated therein.

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

My Commission Expires: _____

Notary Public:

Address:

ACKNOWLEDGEMENT-CORPORATE

STATE of _____

COUNTY of _____

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 200 ____,

personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____ and acknowledged to me that ___ he executed the same as _____ free and voluntary act and deed and as the free and voluntary act and deed of such corporation by authority of its Board of Directors, for the uses and purposes therein set forth.

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

My Commission Expires: _____

Notary Public:

Address:

Exhibit "A" attached to and made apart of that certain Oil and Gas Lease dated May 2nd, 2005, by and between Sue L. O'Neill, a single woman, and Kevin Patrick O'Neill, a married man dealing in his sole and separate property, as Lessor, and Contex Energy Company, as Lessee.

Township 32 North, Range 111 West, 6th P.M.
Section 7: Lots 2(37.30), 3(37.30), 4(37.32), SE4NW4, E2SW4, S2NE4, SE4
Section 8: SW4NW4, W2SW4, SE4SW4, SW4SE4
Section 17: W2, W2E2, SE4NE4, E2SE4
Section 18: Lots 1(37.33), 2(37.34), E2, E2NW4, NE4SW4
Section 20: NE4, N2NW4, SE4NW4, N2SE4, SE4SE4
Section 21: W2, W2E2, SE4NE4, E2SE4
Section 28: NW4NE4, N2NW4

Township 33 North, Range 111 West, 6th P.M.
Section 31: Lots 3(40.06), 4(40.02), SE4SW4, SW4SE4

Township 32 North, Range 112 West, 6th P.M.
Section 10: Lots 1(27.07), 2(25.47), 3(23.85)
Section 11: Lots 1(33.62), 2(31.98), 3(30.34), 4(28.70), SE4NW, S2NE4, N2SE4
Section 12: Lots 1(39.37), 2(38.88), 3(37.04), 4(35.31), S2N2, N2SW4, SW4SW4, SE4
Section 13: NE4NE4

Township 33 North, Range 112 West, 6th P.M.
Section 27: S2NW4, W2NE4, S2
Section 34: N2NE4, SE4NE4
Section 35: W2, SW4NE4, SE4

TOP LEASE RIDER:

It is understood by Lessor(s) and Lessee that there is presently outstanding a recorded oil and gas lease (hereinafter referred to as the "Existing Lease") whose primary term has not yet expired and which covers all or part of the lands herein described. Said Existing Lease is described as Oil and Gas Lease dated July 20th, 2000, recorded in Book 115 O&G, Page 630, in the records of Sublette County, Wyoming, between Sue L. O'Neill, a single woman, as Lessor, and Starwood, Inc., a Texas corporation, as Lessee, for a primary term of five (5) years.

It is the intent of Lessor(s) and Lessee that this Lease will commence only when the Existing Lease has terminated or expired, and that Lessor(s) shall not extend or renew the Existing Lease. Accordingly, the commencement date of this Lease, which will be its effective date, will be as follows: (a) If the Existing Lease terminates upon the expiration of its primary term, this Lease will commence on July 21st, 2005. (b) If the Existing Lease terminates during its primary term for any reason whatsoever, this Lease will commence immediately upon such termination.

The consideration to be paid by Lessee to Lessor(s) for this Lease is to be paid in two (2) separate installments as follows: (a) The first installment constitutes 27.78% of the total consideration and Lessor(s) has been issued a draft therefore, which is subject only to approval of title. The existence of or extension of the Existing Lease shall not be considered a title defect for purposes of such approval. (b) The second installment, constituting the balance of the total consideration, is to be paid by draft or check, payable to Lessor(s) within thirty (30) days of the expiration of the primary term of the Existing Lease, unless Lessee, at its option, determines not to pay said installment as a result of some occurrence or activity with respect to the Existing Lease which indicates to Lessee that the Existing Lease may be held past its primary term by production or otherwise or that a well is drilled upon the Existing Lease or on lands pooled or unitized or communitized therewith and is completed as a dry hole.

Signed for identification:

Sue L. O'Neill

Kevin Patrick O'Neill

PRODUCERS 88-PAID UP
Rev 94RT – Rocky Mtn

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 2nd day of May, 200 5, by and between Joan R. Miller, formerly known as Joan R. Wilhite, a single woman whose address is 6360 Calvin Drive, Magalia, CA 95949, hereinafter called Lessor (whether one or more) and Contex Energy Company whose address is 1645 Court Place, Suite 212, Denver, CO 80202 hereinafter called Lessee:

WITNESSETH, 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, gas, and other hydrocarbons and all other minerals or substances, whether similar or dissimilar, that may be produced from any well drilled under the terms of this lease, 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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE APART HEREOF

311693

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IN BOOK 130 O+G PAGE 290
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

and containing 5,218.30 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 of Five (5) years from ~~this date~~ November 15th, 2005 and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or re-working operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith.
2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.
3. In consideration of the premises the said Lessee covenants and agrees:
1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
2nd. To pay Lessor one-eighth (1/8) of the net proceeds at the well from the proceeds received for gas sold from each well where gas only is found, or the market value at the well of such gas used off the premises.
3rd. To pay Lessor one-eighth (1/8) of the market value at the well for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas.
4th. To pay Lessor one-eighth (1/8) of the proceeds received from the sale of any substance covered by this lease, other than oil and gas and the products thereof, which Lessee may elect to produce, save, and market from the leased premises.
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.

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.

Joan R. Miller, formerly known as Joan R. Wilhite

Joan R. Miller, formerly known as Joan R. Wilhite

SS/Tax ID# 541-32-9648

ACKNOWLEDGEMENT-INDIVIDUAL

STATE of California

COUNTY of Butte

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 1st day of June, 200 5,

personally appeared Joan R. Miller, formerly known as Joan R. Wilhite, a single woman

proved, to me ~~known~~ to be the identical person ✓, described in and who executed the within and foregoing instrument of writing and acknowledged to me that ✓ she ✓ duly executed same as her free and voluntary act and deed for the uses and purposes therein set forth and in the capacity stated therein.

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

My Commission Expires: 10/27/07

JAN FORREST
Comm. #1447451
NOTARY PUBLIC CALIFORNIA
BUTTE COUNTY
My Commission Expires Oct. 27, 2007

Jan Forrest
Notary Public:
Address:
5800 Clark Rd. STE 17
Paradise, CA 95969

ACKNOWLEDGEMENT-INDIVIDUAL

STATE of _____

COUNTY of _____

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 200 ____,

personally appeared _____, to me known to be the identical person ___, described in and who executed the within and foregoing instrument of writing and acknowledged to me that ___ he ___ duly executed same as _____ free and voluntary act and deed for the uses and purposes therein set forth and in the capacity stated therein.

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

My Commission Expires: _____

Notary Public:
Address:

ACKNOWLEDGEMENT-CORPORATE

STATE of _____

COUNTY of _____

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 200 ____,

personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____ and acknowledged to me that ___ he executed the same as _____ free and voluntary act and deed and as the free and voluntary act and deed of such corporation by authority of its Board of Directors, for the uses and purposes therein set forth.

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

My Commission Expires: _____

Notary Public:
Address:

Attached to and made apart of that certain Oil and Gas Lease dated May 2nd, 2005, by and between Joan R. Miller, formerly known as Joan R. Wilhite, a single woman, as Lessor, and Contex Energy Company, as Lessee.

Exhibit "A"

Township 32 North, Range 111 West, 6th P.M.
Section 7: Lots 2(37.30), 3(37.30), 4(37.32), SE4NW4, E2SW4, S2NE4, SE4
Section 8: SW4NW4, W2SW4, SE4SW4, SW4SE4
Section 17: W2, W2E2, SE4NE4, E2SE4
Section 18: Lots 1(37.33), 2(37.34), E2, E2NW4, NE4SW4
Section 20: NE4, N2NW4, SE4NW4, N2SE4, SE4SE4
Section 21: W2, W2E2, SE4NE4, E2SE4
Section 28: NW4NE4, N2NW4

Township 33 North, Range 111 West, 6th P.M.
Section 31: Lots 3(40.06), 4(40.02), SE4SW4, SW4SE4

Township 32 North, Range 112 West, 6th P.M.
Section 10: Lots 1(27.07), 2(25.47), 3(23.85)
Section 11: Lots 1(33.62), 2(31.98), 3(30.34), 4(28.70), SE4NW, S2NE4, N2SE4
Section 12: Lots 1(39.37), 2(38.88), 3(37.04), 4(35.31), S2N2, N2SW4, SW4SW4, SE4
Section 13: NE4NE4

Township 33 North, Range 112 West, 6th P.M.
Section 27: S2NW4, W2NE4, S2
Section 34: N2NE4, SE4NE4
Section 35: W2, SW4NE4, SE4

Notwithstanding anything to the contrary herein contained, wherever the fractional interest one-eighth (1/8) royalty appears, it shall by this reference be amended to read one-sixth (1/6) royalty.

TOP LEASE RIDER:

It is understood by Lessor and Lessee that there is presently outstanding a recorded oil and gas lease (hereinafter referred to as the "Existing Lease") whose primary term has not yet expired and which covers all or part of the lands herein described. Said Existing Lease is described as Oil and Gas Lease dated November 14, 2000, recorded in Book 116 O&G, Page 613, in the records of Sublette County, Wyoming, between Joan R. Miller, as Lessor, to Starwood, Inc., a Texas corporation, Lessee, for a primary term of five (5) years.

It is the intent of Lessor and Lessee that this Lease will commence only when the Existing Lease has terminated or expired, and that Lessor(s) shall not extend or renew the Existing Lease. Accordingly, the commencement date of this Lease, which will be its effective date, will be as follows: (a) If the Existing Lease terminates upon the expiration of its primary term, this Lease will commence on November 15, 2005. (b) If the Existing Lease terminates during its primary term for any reason whatsoever, this Lease will commence immediately upon such termination.

The consideration to be paid by Lessee to Lessor for this Lease is to be paid in three (3) separate installments as follows: (a) The first installment payable by check, is for the execution of this oil and gas lease, which is subject only to approval of title. The existence of or extension of the Existing Lease shall not be considered a title defect for purposes of such approval. (b) The second installment, constituting one-half (1/2) of the remaining eighty percent (80%)of total consideration, is to be paid by check, payable to Lessor, within thirty (30) days of the expiration of the primary term of the Existing Lease. (c) The third installment, representing the remaining forty percent (40%) of the total consideration, will be paid to Lessor on or before February 15, 2006, but in no event prior to January 5, 2006. The last two (2) installments will be paid, unless Lessee, at its option, determines not to pay said installment as a result of some occurrence or activity with respect to the Existing Lease which indicates to Lessee that the Existing Lease may be held past its primary term by production or otherwise or that a well is drilled upon the Existing Lease or on lands pooled or unitized or communitized therewith and is completed as a dry hole.

Signed for identification:

Joan R. Miller, formerly known as Joan R. Wilhite

Joan R. Miller, formerly known as Joan R. Wilhite

[redacted] [redacted] [redacted]

31758

RECORDED June 21 2005 9:35 AM
IN BOOK 130 O+G PAGE 293
FEES $ 14.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
[illegible]

WYOMING

RELEASE OF LIEN

This Release of Lien dated as of May 20, 2005 ("Release") is made by Citicorp USA, Inc., solely in it capacity as collateral agent ("Collateral Agent") under that certain Credit Agreement, dated as of May 3, 2004, among The Williams Companies, Inc., a Delaware corporation ("TWC"), Northwest Pipeline Corporation, a Delaware corporation ("NWP"), and Transcontinental Gas Pipe Line Corporation, a Delaware corporation ("TGPL", and together with TWC and NWP, the "Borrowers"), the banks, financial institutions and other institutional lenders party thereto (the "Lenders"), and Citicorp USA, Inc., as administrative agent and as collateral agent for the Lenders (the "Credit Agreement").

The indebtedness owing under the Credit Agreement is secured by certain liens, security interests, assignments, and other interests, including those granted pursuant to the MORTGAGES, ASSIGNMENTS OF RENTS AND LEASES, SECURITY AGREEMENTS, FIXTURE FILINGS, AND FINANCING STATEMENTS executed by each respective grantor in favor of the Collateral Agent and more fully described on Exhibit A attached hereto (collectively, the "Mortgages").

An Amended and Restated Credit Agreement dated as of May 20, 2005 will be executed by the Borrowers, Williams Partners L.P., a Delaware limited partnership, certain banks, financial institutions and other institutional lenders party thereto, other parties and Citicorp USA, Inc., as administrative agent and as collateral agent (the "Amended and Restated Credit Agreement"). As contemplated by Section 8.17 of the Amended and Restated Credit Agreement, the Collateral Agent hereby RELEASES and DISCHARGES the Mortgages and all of the liens and interests therein created or granted to or for the benefit of the holder of the liens and interests created thereby (other than liabilities and obligations of the Borrowers created by the Mortgages that by the express terms thereof, survive termination of said Mortgages) in all of the property, whether real, personal or mixed, covered or encumbered by such Mortgages. This Release is a release of liens and is not a release of any Obligations (as such term is defined in the Credit

Agreement) or any Obligations (as that term is defined in the Amended and Restated Credit Agreement).

COLLATERAL AGENT:

CITICORP USA, INC., solely in its capacity as Collateral Agent

By: _____
Name: _____
Title: Todd J. Mogil
Vice President

THE STATE OF TEXAS §
§
THE COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 20th day of May, 2005 by Todd Mogil, the Vice President of CITICORP USA, INC., on behalf of such corporation and in the capacity stated therein.

_____
Notary Public in and for the State of Texas
Name: _____
My Commission Expires: _____

MARYBETH SCHUPSKA
NOTARY PUBLIC, STATE OF TEXAS
COMMISSION EXPIRES:
APRIL 24, 2009

[redacted] [redacted] [redacted]

EXHIBIT A

Mortgages

Mortgagors: Williams Gas Processing Company
Williams Gas Processing-Wamsutter Company
Williams Field Services Company

State	County	Instrument	Recording Information	Filing/ Recording Date
WY	Lincoln	Mortgage, Assignment of Rents and Leases, Security Agreement, Fixture Filing, and Financing Statement, dated May 3, 2004	Book 556, Page 278	5/24/04
WY	Sweetwater	Mortgage, Assignment of Rents and Leases, Security Agreement, Fixture Filing, and Financing Statement, dated May 3, 2004	Book 1000, Page 0248	5/18/04
WY	Uinta	Mortgage, Assignment of Rents and Leases, Security Agreement, Fixture Filing, and Financing Statement, dated May 3, 2004	Book 822, Page 104-135	5/18/04
WY	Carbon	Mortgage, Assignment of Rents and Leases, Security Agreement, Fixture Filing, and Financing Statement, dated May 3, 2004	Book 1058, Page 0111	5/17/04

Mortgagor: Williams Gas Processing Company

State	County	Instrument	Recording Information	Filing/ Recording Date
WY	Sublette	Mortgage, Assignment of Rents and Leases, Security Agreement, Fixture Filing, and Financing Statement, dated May 3, 2004	Book 127 O&G, Page 369	5/19/04

296

PRODUCERS 88-PAID UP
Rev. 5-60, No. 2, 94CR

RECORDED June 23 2005 2:55 PM
IN BOOK 130046 PAGE 296
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

311828

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 16th day of May, 2005, by and between **Wilda Kernek, a widow,** whose address is 3411 Creekwood Drive, Vestavia Hills, AL 35243, hereinafter called Lessor (whether one or more) and **Questar Exploration and Production Company,** whose address is 1050 17th Street, 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:

TOWNSHIP 34 NORTH, RANGE 109 WEST, 6TH P.M.
Section 30: NW/4NE/4, NE/4NW/4

It is agreed that the words "one-eighth (1/8th)" shall be changed to one-sixth (1/6th) in each place herein where said words "one-eighth (1/8)" are used with reference to payment by Lessee of royalties on oil and gas to Lessor.

and containing 80.00 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 five (5) 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.

By: Wilda Kernek
Wilda Kernek

SSN or TAX ID# - 520-07-2090

STATE of ALABAMA

COUNTY of Jefferson } ss. ACKNOWLEDGMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 19th day of May, 2005, personally appeared Wilda Kernek, known to be the identical person described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed same as her free and voluntary act and deed for the uses and purposes therein set forth and in the capacity stated therein.

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

My Commission Expires: 7-30-05

KRISTI LAWLER NOTARY PUBLIC ALABAMA STATE AT LARGE

Notary Public: Kristi Lawler

Address: 418 Walker Way
Pelham, AL 35124

Effective 11-80
Form ML-2
(Revised 4-90)
Filing Fee - $25.00 Non-Refundable

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

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

RECEIVED MAY 20 2005

Wyoming Oil & Gas Lease Serial Number 04-00187 Assignment Approval Date

ASSIGNOR, with name and address at, GASCO PRODUCTION COMPANY
14 INVERNESS DRIVE EAST, H-236
ENGLEWOOD, CO 80112

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

interest in this lease, described in particular if less than the total leasehold as: **T32N-R111W**
SECTION 16: ALL

CONTAINING 640.00 GROSS ACRES
SUBLETTE COUNTY, WYOMING

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

1) ASSIGNEE, with name and address at: BREK PETROLEUM, INC.
42 BROOK STREET
LONDON W1K 5DB

22.5% percent interest in the total leasehold

2) ASSIGNEE, with name and address at: SHAMA ZOE LIMITED PARTNERSHIP
7128 S. POPLAR LANE
ENGLEWOOD, CO 80112

311890

RECORDED June 28 A.D. 05 9:25 AM
IN BOOK 130046 PAGE 298
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING

10.00% 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, 67.50%

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

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

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

SIGNED AS TO TRANSFER AND ACCEPTANCE this 25th day of AUGUST, 2004

ASSIGNOR - GASCO PRODUCTION COMPANY By MICHAEL K. DECKER Title - EXECUTIVE VICE-PRESIDENT AND CHIEF OPERATING OFFICER	Assignee (1) BREK PETROLEUM, INC. By - RICHARD JEFFS, PRESIDENT Assignee (2) SHAMA ZOE LIMITED PARTNERSHIP By - GILMAN A. HILL, GENERAL PARTNER

PROVINCE OF BRITISH COLUMBIA

COUNTY OF VANCOUVER

This instrument was acknowledged before me this 25th day of August, 2004 by Richard N. Jeffs, President of Brek Petroleum

My Commission Expires: Lifetime

Notary Public
RENE DAIGNAULT
Barrister & Solicitor
6th Floor, 1100 Melville Street
Vancouver, B.C. V6E 4A6
Tel: 604-648-0528

STATE OF COLORADO

COUNTY OF ARAPAHOE

This instrument was acknowledged before me this 1st day of September, 2004, by Gilman A. Hill, as General Partner of Shama Zoe Limited Partnership a Colorado limited partnership.

My commission expires: November 21, 2006

JoAnn Sarver, Notary Public

JOANN SARVER
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 11-21-2006

STATE LANDS AND
INVESTMENTS
2004 NOV 33 AM 10 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 interprete as warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved

1. This form must be completed and submitted for any assignment of State Oil & Gas Lease leasehold interest, undivided or divided as to separate tracts, formations, zones or deposits, and for overriding royalt 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, an 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 an assignment of interest in an operating State oil and gas lease, whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones under operating leases, begin without a bond first being in place.
5. If there is more than one party in interest to this assignment, then all such parties in interest must sign the document before assignment approval will be given
6. The appropriate legal description of the conveyed lands interest must be given
7. Assignments creating a separate (reissue) lease subject to the rules and regulations governing all State of Wyoming Oil & Gas Lease do not change the terms and conditions of the original lease, the lease anniversary date, nor the obligations and anniversary date of the lease created therefrom being considered as if it had been issued on the effective date of the original lease. (See Board Rules, Chapter 6, Section A.)
8. Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of States Office, and general partnership papers are required to be filed with the State Land an 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

2005 MAY 17 PM 8 42

STATE LANDS
INVESTMENTS

300

Effective 11/86
Form ML-2
(Revised 4-96)
Filing Fee - $25 00 Non-Refundable

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

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

Wyoming Oil & Gas Lease Serial Number 04-00357 Assignment Approval Date RECEIVED MAY 20 2005

ASSIGNOR, with name and address at,

GASCO PRODUCTION COMPANY
14 INVERNESS DRIVE EAST, H-236
ENGLEWOOD, CO 80112

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

interest in this lease, described in particular if less than the total leasehold as: **T33N-R112W, 6TH PM**
SECTION 36: ALL
SUBLETTE COUNTY, WYOMING

CONTAINING 640.00 GROSS ACRES

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

1) ASSIGNEE, with name and address at:

BREK PETROLEUM INC.
C/O WELLS PETROLEUM, INC.
602 PARK POINT DRIVE, #225
GOLDEN, CO 80401

25 percent interest in the total leasehold

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.

311891
RECORDED June 28 2005 9:25AM
IN BOOK 130 O&G PAGE 300
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Sutton

and reserving unto ASSIGNOR 75% OPERATING RIGHTS

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

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

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

SIGNED AS TO TRANSFER AND ACCEPTANCE this 15th day of April, 2005.

ASSIGNOR - GASCO PRODUCTION COMPANY	Assignee (1) – BREK PETROLEUM INC.
By - MICHAEL K. DECKER	By – RICHARD JEFFS
Title – EXECUTIVE V.P. AND COO	Title – PRESIDENT

STATE OF COLORADO)
ss
COUNTY OF ARAPAHOE)

This instrument was acknowledged before me this 15th day of April, 2005, by MICHAEL K. DECKER, AS EXECUTIVE V.P. AND COO OF GASC PRODUCTION COMPANY

My Commission Expires: 4-14-08

Notary Public
MARI A. JOHNSON
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 04/14/2008

PROVINCE OF BRITISH COLUMBIA

COUNTY OF VANCOUVER

This instrument was acknowledged before me this 22nd day of APRIL, 2005, by Richard N. Jeffs, President of Brek Petroleum Inc.

My Commission Expires: Lifetime

Notary Public
RENE DAIGNAULT
Barrister & Solicitor
6th Floor, 1100 Melville Street
Vancouver, B.C. V6E 4A6
Tel: 604-648-0521

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 interprete as warranty that any party to this assignment holds legal or equitable interest in this lease. Assignments which do not meet the requirements listed below and those in the Lease and Rules will be returned unapproved

1. This form must be completed and submitted for any assignment of State Oil & Gas Lease leasehold interest, undivided or divided as to separate tracts, formations, zones or deposits, and for overriding royalt 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 th 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 approva of any assignment of interest in an operating State oil and gas lease, whether wellbores exist on the leased lands or not, and in no case can drilling operations, including to prospectively productive zones under operating leases, begin without a bond first being in place.

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

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

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

8. Corporations, limited liability companies, and limited partnerships must be qualified with the Wyoming Secretary of States Office, and general partnership papers are required to be filed with the State Lan 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.

PRODUCERS 88-RENTAL

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 1st day of April, 2005, by and between Ruth Nelson, also known as Ruth Kelly Nelson, a married woman dealing in her sole and separate property whose post office address is 1410 Harbor Drive, Mesquite, NV 89027 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:

311893

RECORDED June 28 2005 11:05 a.m.
IN BOOK 320 ON PAGE 302
FEES $ 11.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

Township 35 North, Range 113 West, 6th P.M.
Section 17: W2SW4
Section 18: N2SE4, SW4SE4
Section 19: Lots 2(31.21), 3(31.41), SE4NW4, NE4SW4, NW4NE4, S2NE4, W2SE4
Section 20: W2NW4

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 622.62 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of 4 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, or to the Lessor's credit in ~~the~~ AMERICA FIRST Credit Union Bank at 590 W. Mesquite Blvd. ~~Pioneer Boulevard~~, Mesquite, NV 89027, 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 – Six and 98/100 $466.98 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, and 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 delay rentals, 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.

Ruth Nelson

Ruth Nelson, also known as Ruth Kelly Nelson, a married woman dealing
In her sole and separate property
SSN#517-32-9771

STATE OF Nevada
COUNTY OF Clark
ss

ACKNOWLEDGMENT INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 4th day of April, 2005 personally appeared Ruth Nelson, also known as Ruth Kelly Nelson, a married woman dealing in her sole and separate property
Ruth Nelson
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 1-15-07

CYNTHIA A. GOOD
Notary Public • State of Nevada
Appointment Recorded in Clark County
No: 99-51885-1 Expires January 15, 2007

Cynthia A Good
Notary Public

Address: Mesquite, NV

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: _____

304

RATIFICATION AND RENTAL DIVISION ORDER

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, that certain oil and gas lease dated April 1, 2005, from Ruth Nelson, also known as Ruth Kelly Nelson, a married woman dealing in her sole and separate property, 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:

RECORDED June 28 2005 11:05AM
IN BOOK 130 046 PAGE 304
FEES $8.00 _____ CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Sooter

311894

Township 35 North, Range 113 West, 6th P.M.
Section 17: W2SW4
Section 18: N2SE4, SW4SE4
Section 19: Lots 2(31.21), 3(31.41), SE4NW4, NE4SW4
NW4NE4, S2NE4, W2SE4
Section 20: W2NW4

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations,I, _____

Ruth Nelson, also known as Ruth Kelly Nelson, a married woman dealing in her sole and separate property

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
Ruth Nelson	Mesquite State Bank 11 Pioneer Boulevard Mesquite, NV 89027	$466.98

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 4 day of April, 2005.

Ruth Nelson

Ruth Nelson, aka Ruth Kelly Nelson

_____

PRODUCERS 88-RENTAL

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 8th day of December, 20 04, by and between

Dorothy A. Noble, a widow

whose post office address is 470 Shadybrook Drive, Spring Creek, NV 89815 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:

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

311895
RECORDED June 28 2005 11:05a
IN BOOK 130 OF RECORDS PAGE 305
FEES $ 11.00
SUBLETTE COUNTY CLERK WYOMING
By Cathy Sexton

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 Direct to Lessor Bank at 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

Dorothy A. Noble, a widow, Lessor

Dorothy A. Noble

SSN# 520-28-7516

STATE OF Nevada
COUNTY OF Elko
ss

ACKNOWLEDGMENT INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 23 day of March 2005 personally appeared Dorothy A. 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 8-14-07

MARTHA LUNA
NOTARY PUBLIC • STATE of NEVADA
Elko County • Nevada
CERTIFICATE # 0[illegible]
APPT. EXP. [illegible]

Martha Luna
Notary Public

Address 618 Holiday Dr. Spring Creek NV 89815

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

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 Dorothy A. 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:

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 Dorothy A. 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
Dorohty A. Noble, a widow	470 Shadybrook Drive Spring Creek, NV 89815	$115.23

311896

RECORDED June 28 2005 11:05AM
IN BOOK 130 O+G PAGE 307
FEES $8.00 _____ COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Foster

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 23 day of March, 20 05.

Dorothy A. Noble
Dorothy A. Noble, a widow

MARTHA LUNA
NOTARY PUBLIC • STATE of NEVADA
Elko County • Nevada
CERTIFICATE # 03-83528-6
APPT. EXP. AUG. 14, 2007

STATE OF Nevada)
COUNTY OF ELKO) ss.

Before me, the undersigned, a Notary Public, within and for said County and State, on this 23 day of March, 2005, personally appeared Dorohty A. 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:
8-14-07

Martha Luna
Notary Public

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS THAT

WHEREAS by Assignment of Overriding Royalty Interest dated May 28, 2004 and recorded on July 20, 2004 in the records of Sublette County, Wyoming in Book 128 O&G Page 1, Gayle L. Kinnison intended to convey all of her overriding royalty interest in lease W 026026 to Stoli Royalties LLC, a Wyoming flexible LLC; and

WHEREAS she had failed to describe those lands described below herein;

NOW THEREFORE Gayle Kinnison, also known as Gayle L. Kinnison, with an address of P.O. Box 1433, #3 County Road 199, Pinedale, Wyoming 82941 (hereinafter referred to as "Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, convey, transfer, assign and deliver, without warranty of title, express or implied, all of Assignor's right, title and interest in and to any overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced from or attributable to lands set out in and covered by the oil and gas lease(s), and any segregations, extensions or renewals thereof, described in Exhibit "A" attached hereto and made a part hereof, unto Stoli Royalties LLC, a Wyoming flexible limited liability company, with an address of P.O. Box 1433, Pinedale, Wyoming 82941 (hereinafter referred to as "Assignee").

TO HAVE AND TO HOLD the overriding royalty interest herein conveyed unto Assignee, its successors and assigns, forever, together with all of Assignor's interest under any Unit Agreement, Communitization Agreement or Pooling Agreement covering said interest and subject to all matters of record.

Duplicate original copies of this Assignment may be executed for purposes of recording in the real property records of Sublette County, Wyoming, and filing with the Wyoming Office of the Bureau of Land Management.

IN WITNESS WHEREOF, this assignment is executed this 15 day of June 2005, to be effective as between the parties as of January 1, 2004.

311926

RECORDED June 29 2005 12:00 pm
IN BOOK 130 046 PAGE 308
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Cathy Soden

Gayle L. Kinnison
Gayle L. Kinnison, also known as Gayle Kinnison

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

MARCIE GRESSMEN – NOTARY PUBLIC
COUNTY OF SUBLETTE — STATE OF WYOMING
My Commission Expires 04/19/2009

The foregoing instrument was acknowledged before me this 15 day of June 2005, by Gayle Kinnison, also known as Gayle L. Kinnison.

My commission expires:

Witness my hand and official seal.

Marcie Gressmen
Notary Public

J:\Thompson\Stoli Royalties LLC\Corporate\Gayle Additional Assignment of Overriding Royalty Interest(Lot 9).wpd

EXHIBIT "A"

Attached to and made a part of that certain assignment of Overriding Royalty Interest dated effective January 1, 2004, by and between Gayle Kinnison, also known as Gayle L. Kinnison, as Assignor and Stoli Royalties LLC, as Assignee.

Recorded Book - Page	Lessor	Lease Date	Exp. Date	Legal Description
12-246	USA W YW-026026	4/1/50	HBP	T31N R109W Section 11: Lot 1 (28.93 acres) Section 12: Lot 9 (22.02 acres) together with all the bed of the New Fork River between the mean high water mark and the medial lines thereof in front of and appurtenant to Lot 1 of Section 11 and Lots 8, 9 and 10 of Section 12, T.31N., R.109W., 6th P.M.

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RELEASE

Recitals:

Reference is made to that certain Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement, dated November 21, 2003, from Anschutz Pinedale Corporation ("Mortgagor") to U.S. Bank National Association, as Administrative Agent, which is recorded as Entry # 301215 in Book 107, Mtg. Page 575, Records of Sublette County, Wyoming (the "Mortgage").

Release:

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the undersigned has RELEASED and DISCHARGED, and by these presents does hereby RELEASE and DISCHARGE the "Mortgaged Properties", the "Collateral" and "proceeds of Collateral" (as such terms are defined in the Mortgage) from the liens and security interests created by the Mortgage. The undersigned hereby terminates the assignment of "Production" and "Production Proceeds" made in favor of the undersigned under Article III of the Mortgage.

It is expressly understood that certain indemnification obligations and other obligations of Mortgagor are, as provided in the Mortgage, to survive any release of the Mortgage, and that such obligations are not terminated or otherwise affected hereby.

To facilitate recording, there is attached to this Release copies of Exhibit A to the Mortgage. This Release covers all right, title and interest of the undersigned in and to property covered by the Mortgage, whether or not described in Exhibit A.

Reference is hereby made to the Mortgage and the recordation thereof for all purposes in connection therewith.

Executed this 29th day of June, 2005.

U.S. Bank National Association,
Individually and as Administrative Agent

312037

By: _____
Charles Searle
Senior Vice President

RECORDED July 1 2005 1:00 PM
IN BOOK 130 Ov Y PAGE 310
FEES $ 82.00 M COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Ley L. Freeman

THE STATE OF COLORADO §
§
COUNTY OF DENVER §

This instrument was acknowledged before me on this 29th day of June, 2005, by Charles Searle, a Senior Vice President of U.S. Bank National Association, a national banking association, on behalf of such national banking association, acting individually and as Administrative Agent.

[SEAL]

KIMBERLY J. CASE NOTARY PUBLIC STATE OF COLORADO

Kimberly J. Case
Notary Public, in and for the State of Colorado

Kimberly J. Case
[printed name]

Commission Expiration
4-18-06

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Exhibit "A"
Part I

Well Name: Mesa #6-35
T32N-R109W, Sec. 35: SENW

Well Name: Mesa #4-35
T32N-R109W, Sec. 35: NWNW

Well Name: Mesa #5-35
T32N-R109W, Sec. 35 SWNW

Well name: Mesa #15-35
T32N-R109W, Sec. 35: SWSE

Sublette County, Wyoming
Working Interest: 42.5%
Net Revenue Interest: 32.3%

3/2

An undivided 42.5% leasehold interest in and to the following Oil and Gas Lease and lands within the spaced area for the above wells:

Lessor	Lessee	Lease Date	Book	Page	Entry #	Description
USA-W-06286	Donald B. Anderson	06/01/1951	119	316		Township 32 North, Range 109 West, 6th P.M. Sec. 35: NWNW, SWNW, SWSE, SENW; Sublette County, Wyoming

The above interests are subject to the following agreements:

- Joint Operating Agreement dated January 25, 2001, by and between Anschutz Exploration Corporation, as Operator and Ultra Resources, Inc., et al, as Non-Operators
- Purchase and Sale Agreement dated May 18, 1999, by and between Ultra Resources, Inc., etal, and Anschutz Wyoming Corporation.

Exhibit "A"
Part I

Well Name: Mesa #3-35D
T32N-R109W, Sec. 35: NENW

Mesa #16-35D,
T32N-R109W, Sec. 35: NESE

Sublette County, Wyoming
Working Interest: 57.5% BPO/42.5% APO
Net Revenue Interest: 43.90625% BPO/32.3% APO

An undivided 42.5% leasehold interest in and to the following Oil and Gas Lease and lands within the spaced area for the above wells:

Lessor	Lessee	Lease Date	Book	Page	Entry #	Description
USA-W-06286	Donald B. Anderson	06/01/1951	119	316		Township 32 North, Range 109 West, 6th P.M. Sec. 35: NENW; NESE Sublette County, Wyoming

The above interests are subject to the following agreements:

- Joint Operating Agreement dated January 25, 2001, by and between Anschutz Exploration Corporation, as Operator and Ultra Resources, Inc., et al, as Non-Operators
- Purchase and Sale Agreement dated May 18, 1999, by and between Ultra Resources, Inc., etal and Anschutz Wyoming Corporation.

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Exhibit "A"
Part I

Well Name: Mesa #3-27D
T32N-R109W, Sec. 27: NENW

Well Name Mesa #4-27
T32N-R109W, Sec. 27: NWNW

Well Name: Mesa #5-27D
T32N-R109W, Sec. 27: SWNW

Well Name: Mesa #6-27D
T32N-R109W, Sec. 27: SENW

Sublette County, Wyoming
Working Interest: 42.5% BPO/APO
Net Revenue Interest 32.3% BPO/APO

An undivided 42.5% leasehold interest in and to the following Oil and Gas Lease and lands within the spaced area for the above wells:

Lessor	Lessee	Lease Date	Book	Page	Entry #	Description
USA-W-06286	Donald B. Anderson	06/01/1951	119	316		Township 32 North, Range 109 West, 6th P.M. Sec. 27: NW; Sublette County, Wyoming

The above interests are subject to the following agreements:

- Joint Operating Agreement dated January 25, 2001, by and between Anschutz Exploration Corporation, as Operator and Ultra Resources, Inc., et al, as Non-Operators.
- Purchase and Sale Agreement dated May 18, 1999, by and between Ultra Resources, Inc., etal and Anschutz Wyoming Corporation.

Exhibit "A"
Part I

Well Name: Mesa #1-28D
T32N-R109W Sec. 28: NENE

Well Name: Mesa #2-28D
T32N-R109W, Sec. 28: NWNE

Well Name: Mesa #7-28
T32N-R109W, Sec. 28: SWNE

Well Name: Mesa #8-28
T32N-R109W, Sec. 28: SENE

Sublette County, Wyoming
Working Interest: 42.5% BPO/APO
Net Revenue Interest: 32.3% BPO/APO

An undivided 42.5% leasehold interest in and to the following Oil and Gas Lease and lands within the spaced area for the above wells:

Lessor	Lessee	Lease Date	Book	Page	Entry #	Description
USA-W-06286	Donald B. Anderson	06/01/1951	119	316		Township 32 North, Range 109 West, 6th P.M. Sec. 28: N/2NE, S/2NE Sublette County, Wyoming

The above interests are subject to the following agreements:

- Joint Operating Agreement dated January 25, 2001, by and between Anschutz Exploration Corporation, as Operator and Ultra Resources, Inc., et al, as Non-Operators
- Purchase and Sale Agreement dated May 18, 1999, by and between Ultra Resources, Inc., etal and Anschutz Wyoming Corporation.

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Exhibit "A"
Part I

Well Name: Mesa #11-22D
T32N-R109W, Sec. 22: NESW

Well Name: Mesa #12-22D
T32N-R109W, Sec. 22: NWSW

Well Name: Mesa #13-22D
T32N-R109W, Sec. 22: SWSW

Well Name: Mesa #14-22D
T32N-R109W, Sec. 22: SESW

Sublette County, Wyoming
Working Interest: 42.5% BPO/APO
Net Revenue Interest: 32.3% BPO/APO

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An undivided 42.5% leasehold interest in and to the following Oil and Gas Lease and lands within the spaced area for the above wells:

Lessor	Lessee	Lease Date	Book	Page	Entry #	Description
USA-WYW-135124	Meridian Oil Inc.	02/01/1995	100	552		Township 32 North, Range 109 West, 6th P.M. Sec. 22: SW; Sublette County, Wyoming

The above agreements are subject to the following agreements:

- Purchase and Sale Agreement dated May 18, 1999, by and between Ultra Resources, Inc., etal and Anschutz Wyoming Corporation.
- Joint Operating Agreement dated July 21, 2000, by and between Anschutz Exploration Corporation and Ultra Resources, Inc. et al.

Exhibit "A"
Part I

Well Name: Mesa #10-22D
T32N-R109W, Sec. 22: NWSE
Sublette County, Wyoming
Working Interest: 52.215655% BPO/ 42.5% APO
Net Revenue Interest: 40.3154195%BPO/32.3% APO

An undivided 42.5% leasehold interest in and to the following Oil and Gas Lease and lands within the spaced area for the above wells:

Lessor	Lessee	Lease Date	Book	Page	Entry #	Description
USA-WYW-135124	Meridian Oil Inc.	02/01/1995	100	552		Township 32 North, Range 109 West, 6th P.M. Sec. 22: NWSE; Sublette County, Wyoming

The above interests are subject to the following agreements:

- Purchase and Sale Agreement dated May 18, 1999, by and between Ultra Resources, Inc., etal and Anschutz Wyoming Corporation.
- Joint Operating Agreement dated July 21, 2000, by and between Anschutz Exploration Corporation and Ultra Resources, Inc. et al.

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Well Name: Mesa #15-22D
T32N-R109W, Sec. 22: SWSE
Sublette County, Wyoming
Working Interest: 50% BPO/42.5% APO
Net Revenue Interest: 38.1875% BPO/ 32.3% APO

An undivided 42.5% leasehold interest in and to the following Oil and Gas Lease and lands within the spaced area for the above wells:

Lessor	Lessee	Lease Date	Book	Page	Entry #	Description
USA-WYW-135124	Meridian Oil Inc.	02/01/1995	100	552		Township 32 North, Range 109 West, 6th P.M. Sec. 22: SWSE; Sublette County, Wyoming

The above interests are subject to the following agreements:

Exhibit "A"
Part I

- Joint Operating Agreement dated July 21, 2000, by and between Anschutz Exploration Corporation and Ultra Resources, Inc. et al.
- Purchase and Sale Agreement dated May 18, 1999, by and between Ultra Resources, Inc., etal and Anschutz Wyoming Corporation.

Well Name: Mesa #9-21D
T32N-R109W, Sec. 21: NESE

Well Name: Mesa #10-21D
T32N-R109W, Sec. 21 NWSE

Well Name: Mesa #15-21D
T32N-R109W, Sec. 21: SWSE

Well Name: Mesa #16-21D
T32N-R109W, Sec. 21: SESE

Sublette County, Wyoming
Working Interest: 42.5% BPO/APO
Net Revenue Interest: 32.3% BPO/APO

An undivided 42.5% leasehold interest in and to the following Oil and Gas Lease and lands within the spaced area for the above wells:

Lessor	Lessee	Lease Date	Book	Page	Entry #	Description
USA-WYW-135124	Meridian Oil Inc.	02/01/1995	100	552		Township 32 North, Range 109 West, 6th P.M. Sec. 21: SE; Sublette County, Wyoming

The above interests are subject to the following agreements:

- Joint Operating Agreement dated July 21, 2000, by and between Anschutz Exploration Corporation, as Operator, and Ultra Resources, Inc., et al, as Non-Operators.
- Purchase and Sale Agreement dated May 18, 1999, by and between Ultra Resources, Inc., etal and Anschutz Wyoming Corporation.

Exhibit "A"
Part I

Well Name: Mesa #3-18D
T32N-R109W, Sec. 18: NENW
Sublette County, Wyoming
Working Interest: 50% BPO/42.5APO
Net Revenue Interest: 38% BPO/32.3% APO

An undivided 42.5% leasehold interest in and to the following Oil and Gas Lease and lands within the spaced area for the above wells:

Lessor	Lessee	Lease Date	Book	Page	Entry #	Description
USA-WYW-135123	Cenex Inc.	02/01/1995				Township 32 North, Range 109 West, 6th P.M. Sec. 18: NENW; Sublette County, Wyoming

Well Name: Mesa #8-10
T32N-R109W, Sec. 10: E/2NE
Sublette County, Wyoming
*Working Interest: 71.59991% BPO/APO
*Net Revenue Interest: 54.4159316% BPO/APO

*An undivided 71.59991% leasehold interest in and to the following Oil and Gas Lease and lands within the spaced area for the above wells:

*Subject to pending litigation styled *Anschutz Pinedale Corporation v. Ultra Resources, Inc.*, CA No. 6495, filed in the 9th Judicial District Court, Sublette County, Wyoming

Lessor	Lessee	Lease Date	Book	Page	Entry #	Description
USA-WYW-129610	Double Eagle Petroleum & Mining Co.	07/01/1993	108	470		Township 32 North, Range 109 West, 6th P.M. Sec. 10: E/2NE; Sublette County, Wyoming

The above interests are subject to the following agreements:

- Purchase and Sale Agreement dated May 18, 1999 by and between Ultra Resources, Inc., etal and Anschutz Wyoming Corporation.
- Hoback Basin Letter Agreement and Joint Operating Agreement dated November 14, 1997, by and between Ultra Resources, Inc, et al and Mountain Gas Resources, Inc.

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Exhibit "A"
Part I

Well Name: Gannett #13-16
T33N-R109W, Sec. 16: SWSW
Sublette County, Wyoming
Working Interest: 50% BPO/42.5APO
Net Revenue Interest: 38% BPO/32.3% APO

Lessor	Lessee	Lease Date	Book	Page	Entry #	Description
ST-94-00293	Cenex, Inc.	6/2/1994	110	326		Township 33 North, Range 109 West, 6th P.M. Sec. 16: SWSW; Sublette County, Wyoming

The above interests are subject to the following agreements:

- Purchase and Sale Agreement dated May 18, 1999, by and between Ultra Resources, Inc., etal and Anschutz Wyoming Corporation.
- Joint Operating Agreement dated September 19, 1999, effective 7/1/1999, by and between Anschutz Wyoming Corporation and Ultra Resources, Inc., et al.

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All of the properties set forth in Sublette County, Wyoming are subject to the following agreements:

Gas/Crude Oil Sales & Processing Agreements

- Crude Oil Purchase Agreement dated July 3, 2002, by and between Anschutz Exploration Corporation and Silver Eagle Refining, Inc.
- Natural Gas Purchase/Sale Agreement effective September 1, 2001, by and between Duke Energy Field Services Marketing, L.L.C and Anschutz Exploration Corporation.
- Gas Gathering Agreement dated February 13, 2002, by and between Anschutz Exploration Corporation and Questar Gas Management Company.
- Gas Gathering Agreement as amended, dated February 28, 1997, effective December 1, 1996, by and between Jonah Gas Gathering Company and Burlington Resources Oil & Gas Company and Burlington Resources Trading, Inc.
- Gas Gathering Agreement dated November 7, 1997, by and between Jonah Gas Gathering Company, as Operator and Ultra Resources, Inc, as Producer.
- Gas Gathering Agreement dated November 1, 2001, by and between Anschutz Exploration Corporation and Questar Gas Management Company.

Exhibit "A"
Part I

- Amended and Restated Gas Gathering Agreement dated September 7, 2001, by and between Anschutz Exploration Corporation, and Questar Gas Management Company.
- Gas Gathering Agreement dated May 1, 2002, by and between Anschutz Exploration Corporation and Mountain Gas Resources.
- Gas Purchase Contract dated April 30, 2003, effective January 1, 2004, by and between Sempra Energy Trading Corp and Anschutz Exploration Corporation.
- Gas Purchase Contract dated May 12, 2003, by and between Anschutz Exploration Corporation and Sempra Energy Trading Corp.
- Gas Gathering Agreement dated September 12, 1997, by and among Ultra Petroleum (USA) Inc. and Ultra Resources, Inc. and Questar Gas Management Company.

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Anschutz Pinedale Corporation
Lease Schedule – Exhibit "A"
Part II
Non-Producing Leases

Lease Number	Lessor/ Lessee	Eff. Date	Description	Gross Acres	Net Acres	Book, Page County
An undivided 42.5% leasehold interest in and to the following Oil and Gas Leases and lands:						
WY-2767-00001	USA-WYW-143664 Ultra Resources Inc.	12/01/97	33N-109W 6th P.M. Section 1: Lot 4; Section 2: Lot 1; Section 7: Lot 1; Section 12: SENE, SESW, SE; Section 13: NE, NENW.	556.05	556.05	Federal – not recorded SUBLETTE
WY-2767-00007	ST-WY-94-00293 Cenex, Inc.	06/02/94	33N-109W 6th P.M. Section 16: N/2, SE, SESW, N/2SW.	600.00	600.00	110 O&G, 326 SUBLETTE
WY-2767-00019	USA-WYW-135123 Cenex, Inc.	02/01/95	32N-109W 6th P.M. Section 4: Lots 5-7, 11-14; Section 5: Lot 1; Section 10: W/2N, W/2, SE; Section 14: W/2NW, SENW, SW, W/2SE, SESE; Section 15: E/2; Section 18: 1, 2, 4-12; Section 19: Lots 1-12.	2379.17	2379.17	Federal – not recorded SUBLETTE
Y-2767-00020	USA-WYW-06286 Donald B. Anderson	06/01/51	32N-109W 6th P.M. Section 35: NE, NWSE, SESE.	240.00	280.00	119 O&G, 316 SUBLETTE
WY-2767-00021	USA-WYW-135124 Meridian Oil, Inc.	02/01/95	32N-109W 6th P.M. Section 22: E/2SE; Section 23: All; Section 24: W/2NW, SENW, S/2.	1,160.00	1,160.00	100, 552 SUBLETTE
WY-2767-00022	USA-WYW-143663 Ultra Resources Inc.	12/01/97	32N-109W 6th P.M. Section 1: Lot 4, S/2NW, SW, W/2SE, SESE; Section 2: Lots 1-4, S/2N/2, S/2; Section 3: Lots 1-3, S/2NE, SENW, NESW, SE.	1,335.95	1,335.95	Federal – not recorded SUBLETTE

Anschutz Pinedale Corporation
Lease Schedule – Exhibit "A"
Part II
Non-Producing Leases

Lease Number	Lessor/ Lessee	Eff. Date	Description	Gross Acres	Net Acres	Book Page County
WY-2767-00030-AE	Marjorie Buck, a widow High Plains Associates, Inc	11/11/97	32N-108W 6th P.M. Section 20: E/2SE, SENE; Section 21: E/2W/2, SWNW, NWSW; Section 28: E/2NW, NWNW, SW; Section 29: Lots 4 (40.30), 5 (40.49), 6 (40.60), 7 (40.60), 8 (40.49), E/2NE, SWNE, SE; Section 32: N/2; Section 33: NW.	1,602.48	200.31	107 O&G, 1367 SUBLETTE
WY-2767-00038	USA-WYW-139396 Richard L. Norton	07/01/96	32N-108W 6th P.M. Section 30: E/2; Section 31: NE, N/2SE.	560.00	560.00	105 O&G, 411 SUBLETTE
WY-2767-00041	USA-WYW-143661 Ultra Resources Inc	12/01/97	32N-108W 6th P.M. Section 19: Lots 1-4, E/2, E/2W/2; Section 20: W/2E/2, W/2; Section 21: SWSW; Section 28: SWNW; Section 29: Lots 1-3, NWNE; Section 32: N/2SW.	1,346.81	1,346.81	Federal – not recorded SUBLETTE
WY-2767-00045	USA-WYW-142265 Ultra Petro (USA), Inc	08/01/97	32N-108W 6th P.M. Section 30: Lots 1, 2, 3, 4, E/2W/2; Section 31: Lots 1, 2, E/2NW.	378.92	378.92	Federal – not recorded SUBLETTE
WY-2767-00047	USA-WYW-143660	12/01/97	32N-108W 6th P.M. Section 4: Lot 4, SWNW, W/2SW; Section 5: Lot 1, SENE; Section 7: Lots 1-7, SWNE, E/2NW, SESW, S/2SE; Section 8: SWSW; Section 17: Lots 1-3, SW; Section 18: Lots 2-7, S/2NE, SENW, E/2SW, SE.	1,487.91	1,487.91	Federal – not recorded SUBLETTE

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Anschutz Pinedale Corporation
Lease Schedule – Exhibit "A"
Part II
Non-Producing Leases

Lease Number	Lessor/ Lessee	Eff. Date	Description	Gross Acres	Net Acres	Book Page County
*An undivided 71.59% leasehold interest in and to the following Oil and Gas Leases and lands: *Subject to pending litigation styled *Anschutz Pinedale Corporation v. Ultra Resources, Inc.*, CA No. 6495, filed in the 9th Judicial District Court, Sublette County, Wyoming						
*WY-2767-00018	USA-WYW-129610 Double Eagle Petroleum	07/01/93	32N-109W 6th P.M. Section 10: NENE; Section 11: All; Section 12: All; Section 13: All; Section 14: NE, NENW, NESE; Section 24: NE, NENW.	2400.00	2400.00	108 O&G, 470 SUBLETE

All of the above leases and lands are subject to the following agreements:

- Purchase and Sale Agreement dated May 18, 1999, by and between Ultra Resources, Inc., etal and Anschutz Wyoming Corporation.
- Hoback Basin Letter Agreement and Joint Operating Agreement dated November 14, 1997, by and among Ultra Resources, Inc., et al and Mountain Gas Resources, Inc.
- Lease # WY-2767-00007 is subject to Joint Operating Agreement dated September 19, 1999, effective July 1, 1999, by and among Anschutz Wyoming Corporation and Ultra Resources, Inc., et al.
- Lease #WY-2767-00020 is subject to Joint Operating Agreement dated January 25, 2001, by and among Anschutz Exploration Corporation, as Operator and Ultra Resources, Inc., et al, as Non-Operators.
- Lease #WY-2767-00021 is subject to Joint Operating Agreement dated July 21, 2000, by and among Anschutz Exploration Corporation, as Operator and Ultra Resources, Inc., et al as Non Operators.

Gas/Crude Oil Sales & Processing Agreements

- Crude Oil Purchase Agreement dated July 3, 2002, by and between Anschutz Exploration Corporation and Silver Eagle Refining, Inc.

- Natural Gas Purchase/Sale Agreement effective September 1, 2001, by and between Duke Energy Field Services Marketing, L.L.C and Anschutz Exploration Corporation.
- Gas Gathering Agreement dated February 13, 2002, by and between Anschutz Exploration Corporation and Questar Gas Management Company.
- Gas Gathering Agreement as amended, dated February 28, 1997, effective December 1, 1996 by and between Jonah Gas Gathering Company and Burlington Resources Oil & Gas Company and Burlington Resources Trading, Inc.
- Gas Gathering Agreement dated November 7, 1997, by and between Jonah Gas Gathering Company, as Operator and Ultra Resources, Inc, as Producer.
- Gas Gathering Agreement dated November 1, 2001, by and between Anschutz Exploration Corporation and Questar Gas Management.
- Amended and Restated Gas Gathering Agreement dated September 7, 2001, by and between Anschutz Exploration Corporation, and Questar Gas Management Company.
- Gas Gathering Agreement dated May 1, 2002, by and between Anschutz Exploration Corporation and Mountain Gas Resources.
- Gas Gathering Agreement dated September 12, 1997, by and among Ultra Petroleum (USA) Inc. and Ultra Resources, Inc. and Questar Gas Management Company.

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312038

RECORDED July 1 2005 1:10 M
IN BOOK 130 Q & Y PAGE 326
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

ASSIGNMENT

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

That ULTRA RESOURCES, INC., whose address is 304 Inverness Way South, Suite 295, Englewood, CO 80112, 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 and for the mutual covenants herein contained, does hereby grant, bargain, sell, transfer, assign, convey and deliver unto ANSCHUTZ PINEDALE CORPORATION, whose address is 555 17th Street, Suite 2400, Denver, CO 80202, its successors and assigns, hereinafter referred to as "Assignee," in and to ALL of Assignor's right, title and interest in and to the following described oil and gas lease:

Lessor:	United States of America, Lease #WYW-135124
Lessee:	Meridian Oil Inc.
Eff. Lease Date:	February 1, 1995
Legal Description:	***INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS THE WELLBORE OF THE MESA #13-23 bd WELL LOCATED IN:***
	Township 32 North, Range 109 West
	Section 23: NWSWSW

This Assignment is made subject to the following exceptions, reservations and conditions hereinafter set forth:

1. Assignor hereby reserves from this assignment and unto itself, its successors and assigns an overriding royalty interest out of production from the ***Mesa #13-23bd wellbore*** situated in the NWSWSW of Section 23, T32N-R109W, equal to three percent (3%) of 8/8ths, proportionately reduced as to the interest herein assigned, of the gross value of all of the oil, gas, casinghead gas, condensate, distillate and other liquid or gaseous hydrocarbons and other minerals produced, saved and marketed from land covered by the ***Mesa #13-23bd wellbore***. Said overriding royalty interest shall be free of all development, operating and production costs, but shall be subject to and bear its proportionate part of all post-production costs in the same manner as is calculated for determining deductions for payment of royalties to the Minerals Management Service on the applicable federal lease in which the subject well is located.

2. Assignee by these presents assumes and agrees fully to perform all of the Assignor's express and implied covenants and conditions under the terms of the lease described above, together with all orders and contracts of whatsoever kind to which said leases may be subject, regardless of whether recorded.

3. Ad valorem taxes on leasehold and personal property taxes, if any, assessed and levied during 2005 shall be prorated between Assignor and Assignee based upon the effective date hereof.

4. If it becomes necessary to plug and abandon the well, Assignee will plug and abandon said well in accordance with all local, state and federal rules and regulations, and will restore the premises to the condition they were prior to the drilling of said well. Assignee further agrees to hold Assignor harmless from any liability or expenses that may become due or payable in connection with the well up to the point of the effective date of this assignment, whether or not any demands be made by the State of Wyoming or by the Department of the Interior, Bureau of Land Management, or any party or parties having a vested interest in said property.

5. As part of the consideration of the execution and delivery of this instrument by Assignor, Assignee agrees to all of the terms and provisions hereof and joins in the execution of this instrument to evidence this Agreement.

TO HAVE AND TO HOLD the property is hereby granted, bargained, sold, conveyed, transferred, assigned and delivered as aforesaid unto Assignee, Assignee's successors and assigns, is subject to the matters set forth above, forever; PROVIDED, HOWEVER, THIS ASSIGNMENT IS MADE AND ACCEPTED WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.

Executed this 28th day of June, 2005, but effective for all purposes as of September 1, 2004.

ULTRA RESOURCES, INC.

By:_____
Tab McGinley, Attorney-in-Fact

ANSCHUTZ PINEDALE CORPORATION

By:_____
William J. Miller, President

THE STATE OF COLORADO §
§
COUNTY OF DENVER §

BEFORE ME, the undersigned authority, on this day personally appeared Jeb McGinley, known to me to be the person whose name is subscribed to the foregoing instrument, as Attorney-in-Fact for ULTRA RESOURCES, INC., 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 28th day of June, 2005.

Christine Harrell
Notary Public, State of COLORADO

My Commission Expires:
12/22/08

CHRISTINE HARRELL NOTARY PUBLIC STATE OF COLORADO

THE STATE OF COLORADO §
§
COUNTY OF DENVER §

BEFORE ME, the undersigned authority, on this day personally appeared William Miller known to me to be the person whose name is subscribed to the foregoing instrument, as President for Anschutz Pinedale Corporation, 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.

WITNESS MY HAND AND OFFICIAL SEAL this 28th day of June, 2005.

Christine Harrell
Notary Public, State of COLORADO

My Commission Expires:
12/22/08

CHRISTINE HARRELL NOTARY PUBLIC STATE OF COLORADO

312039

RECORDED July 1 '05 1:10 PM
IN BOOK 130 Misc PAGE 329
FEES $ 14.00 Mary L. Guthrie COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lori Freeman

ASSIGNMENT

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

That ULTRA RESOURCES, INC., whose address is 304 Inverness Way South, Suite 295, Englewood, CO 80112, 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 and for the mutual covenants herein contained, does hereby grant, bargain, sell, transfer, assign, convey and deliver unto ANSCHUTZ PINEDALE CORPORATION, whose address is 555 17th Street, Suite 2400, Denver, CO 80202, its successors and assigns, hereinafter referred to as "Assignee," in and to ALL of Assignor's right, title and interest in and to the following described oil and gas lease:

Lessor:	State of Wyoming Lease #94-00293
Lessee:	Cenex, Inc.
Eff. Lease Date:	June 2, 1994
Legal Description:	***INSOFAR AND ONLY INSOFAR AS SAID LEASE COVERS THE WELLBORE OF THE GANNETT #11-16 WELL LOCATED IN:***
	Township 33 North, Range 109 West
	Section 16: NESW

This Assignment is made subject to the following exceptions, reservations and conditions hereinafter set forth:

1. Assignor hereby reserves from this assignment and unto itself, its successors and assigns an overriding royalty interest out of production from the ***Gannett #11-16 wellbore*** situated in the NESW of Section 16, T33N-R109W, equal to three percent (3%) of 8/8ths, proportionately reduced as to the interest herein assigned, of the gross value of all of the oil, gas, casinghead gas, condensate, distillate and other liquid or gaseous hydrocarbons and other minerals produced, saved and marketed from land covered by the ***Gannett #11-16 wellbore***. Said overriding royalty interest shall be free of all development, operating and production costs, but shall be subject to and bear its proportionate part of all post-production costs in the same manner as is calculated for determining deductions for payment of royalties to the State of Wyoming on the applicable state lease in which the subject well is located.

2. Assignee by these presents assumes and agrees fully to perform all of the Assignor's express and implied covenants and conditions under the terms of the lease described above, together with all orders and contracts of whatsoever kind to which said leases may be subject, regardless of whether recorded.

3. Ad valorem taxes on leasehold and personal property taxes, if any, assessed and levied during 2005 shall be prorated between Assignor and Assignee based upon the effective date hereof.

4. If it becomes necessary to plug and abandon the well, Assignee will plug and abandon said well in accordance with all local, state and federal rules and regulations, and will restore the premises to the condition they were prior to the drilling of said well. Assignee further agrees to hold Assignor harmless from any liability or expenses that may become due or payable in connection with the well up to the point of the effective date of this assignment, whether or not any demands be made by the State of Wyoming or by the Department of the Interior, Bureau of Land Management, or any party or parties having a vested interest in said property.

5. As part of the consideration of the execution and delivery of this instrument by Assignor, Assignee agrees to all of the terms and provisions hereof and joins in the execution of this instrument to evidence this Agreement.

TO HAVE AND TO HOLD the property is hereby granted, bargained, sold, conveyed, transferred, assigned and delivered as aforesaid unto Assignee, Assignee's successors and assigns, is subject to the matters set forth above, forever; PROVIDED, HOWEVER, THIS ASSIGNMENT IS MADE AND ACCEPTED WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.

Executed this 28th day of June, 2005, but effective for all purposes as of April 3, 2004.

ULTRA RESOURCES, INC.

By: _____
Tab McGinley, Attorney-in-Fact

ANSCHUTZ PINEDALE CORPORATION

By: _____
William J. Miller, President

THE STATE OF COLORADO §
§
COUNTY OF DENVER §

BEFORE ME, the undersigned authority, on this day personally appeared Jack McGinley, known to me to be the person whose name is subscribed to the foregoing instrument, as Attorney-in-Fact for ULTRA RESOURCES, INC., 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 28th day of June, 2005.

Christine Harrell
Notary Public, State of COLORADO

My Commission Expires:
12/12/08

CHRISTINE HARRELL NOTARY PUBLIC STATE OF COLORADO

THE STATE OF COLORADO §
§
COUNTY OF DENVER §

BEFORE ME, the undersigned authority, on this day personally appeared William J. Miller, known to me to be the person whose name is subscribed to the foregoing instrument, as President for Anschutz Pinedale Corporation, 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.

WITNESS MY HAND AND OFFICIAL SEAL this 28th day of June, 2005.

Christine Harrell
Notary Public, State of COLORADO

My Commission Expires:
12/12e/08

CHRISTINE HARRELL NOTARY PUBLIC STATE OF COLORADO

RECORDED July 1 2005 1:15 P
IN BOOK 130 049 PAGE 332
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By L. Freeman

312040

ASSIGNMENT OF OVERRIDING ROYALTY
Mesa 4-35cd

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 4-35cd well located in the SWNWNW-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 Right of Survivorship
5233 West Capri Place
Littleton, CO 80123
.094239 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
.078532 of 1% of 8/8ths

Tytan Minerals Company, LLC
6732 W. Princeton Place
Denver, CO 80235
.094239 of 1% of 8/8ths

Anschutz Resources Corporation
555 17th Street, Suite 2400
Denver, CO 80202
.424076 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
.094239 of 1% of 8/8ths

Anschutz Exploration Corporation Royalty Pool
555 17th Street, Suite 2400
Denver, CO 80202
.471195 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. in the Mesa 4-35cd well, located in the SWNWNW-35-T32N-R109W, 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 Ultra Resources, Inc., et al as Non-Operator. Effective on the date that Operator has recouped said non-consent penalty and Ultra Resources, Inc. are entitled to a working interest in the Mesa 4-35cd 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 28th day of June, 2005 to be effective as of January 1, 2005.

ATTEST: ANSCHUTZ PINEDALE CORPORATION

By: _____
Assistant Secretary

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 28th day of June, 2005.

SEAL

_____
Cecily Ann Voruz, Notary Public

My commission expires:
January 27, 2006

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated effective January 1, 2005 by and between Anschutz Pinedale Corporation and William J. Miller, et al.

Oil and Gas Lease (2767-00020) 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 SWNWNW-35-T32N-R109W.

[redacted] [redacted] [redacted]

July 1 2005 1:20 P
IN BOOK 330 PAGE 335
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
Lily L. Freeman

312041

Mesa 6-18

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 6-18 well located in the SENW-18-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
.094239 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
.078532 of 1% of 8/8ths

Tytan Minerals Company, LLC
6732 W. Princeton Place
Denver, CO 80235
.094239 of 1% of 8/8ths

Anschutz Resources Corporation
555 17th Street, Suite 2400
Denver, CO 80202
.455491 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
.062826 of 1% of 8/8ths

Anschutz Exploration Corporation
Royalty Pool
555 17th Street, Suite 2400
Denver, CO 80202
.471195 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. in the Mesa 6-18 well, located in the SENW-18-T32N-R109W, Sublette County, Wyoming, pursuant to the terms of that certain Joint Operating Agreement dated November 14, 1997, 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 6-18 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 28th day of June, 2005 to be effective as of November 1, 2004.

ATTEST: ANSCHUTZ PINEDALE CORPORATION

By: _____
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 28th day of June, 2005.

SEAL

My commission expires:
January 27, 2006

_____
Cecily Ann Voruz, Notary Public

Mesa 6-18

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated effective November 1, 2004, by and between Anschutz Pinedale Corporation and William J. Miller, et al.

Oil and Gas Lease (2767-00019) WYW-135123 dated effective February 1, 1995, by and between The United States of America as Lessor, and Cenex, Inc., as Lessee, covering, among other lands, SENW-18-T32N-R109W.

ACCEPTED July 1 05 1:15
IN BOOK 430 Misc PAGE 338
FEES $ 14.00 COUNTY CLERK
SUBLETTE CO. WYOMING

312042

Mesa 2-35ad

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 2-35ad Well located in the NENWNE-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

Anschutz Exploration Corporation
Royalty Pool
555 17th Street, Suite 2400
Denver, CO 80202
.11250 of 1% of 8/8ths

Anschutz Resources Corporation
555 17th Street, Suite 2400
Denver, CO 80202
.12375 of 1% of 8/8ths

Hal B. Koerner, Jr., and Diane Lynn Koerner, as
Joint Tenants with ROS
6811 Hillridge Place
Parker, CO 80134
.02250 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 2-35ad, located in the NENWNE 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 2-35ad 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.

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 13th day May, 2005.

ATTEST:

ANSCHUTZ PINEDALE CORPORATION

By: _____
Judith A. Paisley
Assistant Secretary

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 13th day of May, 2005.

SEAL

_____
Notary Public

My commission expires:
January 27, 2006

Mesa 2-35ad

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated effective May 13, 2005 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 NENWNE-35-T32N-R109W.

[redacted] [redacted] [redacted]

July 1 2015 1:15 P
IN BOOK 1300 Q PAGE 341
FEES $ 40.00 COUNTY CLERK
SUBLETTE COUNTY Marilyn, Wyoming
By L. Freeman

312043

Mesa 1-35ad

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 1-35ad Well located in the NENENE-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

Anschutz Exploration Corporation Royalty Pool
555 17th Street, Suite 2400
Denver, CO 80202
.11250 of 1% of 8/8ths

Anschutz Resources Corporation
555 17th Street, Suite 2400
Denver, CO 80202
.12375 of 1% of 8/8ths

Hal B. Koerner, Jr., and Diane Lynn Koerner, as
Joint Tenants with ROS
6811 Hillridge Place
Parker, CO 80134
.02250 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 1-35ad, located in the NENENE 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 1-35ad 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.

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 13th day May, 2005.

ATTEST:

By: _____
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 13th day of May, 2005.

SEAL

_____
Notary Public

My commission expires:
January 27, 2006

[redacted] [redacted] [redacted]

Mesa 1-35ad

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated effective May 13, 2005 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 NENENE-35-T32N-R109W.

July 1 2005 1:20 P
IN BOOK 130 O&G PAGE 344
FEES $ 14.00 COUNTY CLERK
PUBLIC'S COUNT... SWEETWATER COUNTY, WYOMING
Peg J. Freeman

312044

ASSIGNMENT OF OVERRIDING ROYALTY IN WELLBORE

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 interest set out opposite their names, hereinafter collectively referred to as "Assignee", with respect to the oil and gas described on Exhibit "A" attached hereto and made a part hereof insofar and only insofar as said overriding royalty interests cover an interest in oil, gas, casinghead gas and other hydrocarbon substances, produced , saved and marketed from the wellbore of the Mesa 13-23bd Well, which well is located on lands described on Exhibit "A", it being the intent to convey only an overriding royalty interest in production from the wellbore of said well and not in the lands.

Anschutz Exploration Corporation Royalty Pool
555 17th Street, Suite 2400
Denver, CO 80202
an undivided .290764 of 1% of 8/8ths

Anschutz Resources Corporation
555 17th Street, Suite 2400
Denver, Co 80202
an undivided .28107 of 1% of 8/8ths

Hal B. Koerner, Jr. and Diane Lynn Koerner
Joint Tenants with Right of Survivorship
6811 Hillridge Place
Parker, CO 80134
an undivided . 038769 of 1% of 8/8ths

William J. Miller and Nancy Miller
Joint Tenants with Right of Survivorship
5233 West Capri Place
Littleton, CO 80123
an undivided .058153 of 1% of 8/8ths

Scott L. Hajicek and Marilyn S. Hajicek
Joint Tenants with Right of Survivorship
2980 South Newcombe Way
Lakewood, CO 80227
an undivided .048461 of 1% of 8/8th

Tytan Minerals Company, LLC
6732 West Princeton Place
Denver, Co 80235
an undivided .058153 of 1%of 8/8ths

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 28th day June, 2005 to be effective as of November 1, 2004.

ATTEST:

ANSCHUTZ PINEDALE CORPORATION

By: _____
Judith A. Hanley
Assistant Secretary

By: _____
Pamela S. Kalstrom
Assistant Vice President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

Before me, the undersigned authority, on this day personally appeared PAMELA S. KALSTROM, Assistant Vice President of 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 28th day of June, 2005.

_____
Cecily Ann Voruz, Notary Public

My Commission Expires:

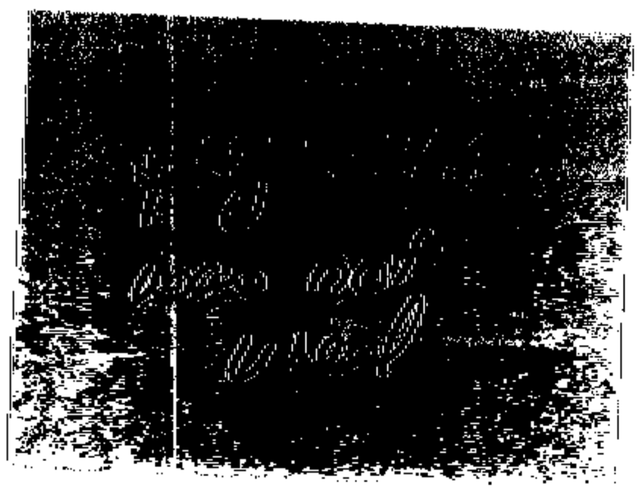
January 27, 2006

NOTARY PUBLIC
CECILY ANN VORUZ
STATE OF COLORADO

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty in Wellbore dated effective November 1, 2004, insofar and only insofar as the overriding royalty interests cover an interest in production from the wellbore for the Mesa 13-23bd well located in the NWSWSW-18-T32N-R109W, 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 NWSWSW-23-T32N-R109W.



312045

July 1 2005 1:20 P
IN BOOK 730 018 PAGE 348
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by L. Freeman

ASSIGNMENT OF OVERRIDING ROYALTY
Mesa 13-23bd

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 13-23bd well located in the NWSWSW-23-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
.0450 of 1% of 8/8ths

Scott L. Hajicek and Marilyn S. Hajicek,
as Joint Tenants with Right of Survivorship
2980 South Newcombe Way
Lakewood, CO 80227
.0375 of 1% of 8/8ths

Tytan Minerals Company, LLC
6732 West Princeton Place
Denver, CO 80235
.0450 of 1% of 8/8ths

Anschutz Resources Corporation
555 17th Street, Suite 2400
Denver, CO 80202
.2175 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
.0300 of 1% of 8/8ths

Anschutz Exploration Corporation
Royalty Pool
555 17th Street, Suite 2400
Denver, CO 80202
.2250 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 13-23bd well, located in the NWSWSW-23-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 is entitled to a working interest in the Mesa 13-23d 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.

1/

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 17th day of May, 2005 to be effective as of November 1, 2004.

ATTEST:

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 17th day of May, 2005.

SEAL

Cecily Ann Voruz, Notary Public

My commission expires:
January 27, 2006

NOTARY PUBLIC
CECILY ANN VORUZ
STATE OF COLORADO

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated effective November 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 NWSWSW-23-T32N-R109W.

July 1 05 1:25 P
IN BOOK 130 Rec'd PAGE 351
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY WYOMING

ASSIGNMENT OF OVERRIDING ROYALTY

312046

Mesa 6-18ad Well

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 6-18ad Well located in the N2SENW of Sec. 18, 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, Colorado 80123
.0225 of 1% of 8/8ths

Scott L. Hajicek and Marilyn S. Hajicek,
as Joint Tenants with ROS
2980 South Newcombe Way
Lakewood, Co 80227
.01875 of 1% of 8/8ths

Anschutz Exploration Corporation
Royalty Pool
555 17th Street, Suite 2400
Denver, Colorado 80202
.1125 of 1% of 8/8ths

Anschutz Resources Corporation
555 17th Street, Suite 2400
Denver, Colorado 80202
.12375 of 1% of 8/8ths

Hal B. Koerner, Jr., and Diane Lynn Koerner,
as Joint Tenants with ROS
6811 Hillridge Place
Parker, Colorado 80134
.0225 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 6-18ad, located in the N2SENW of Sec. 18, Township 32 North, Range 109 West, Sublette County, Wyoming, pursuant to the terms of that certain Joint Operating Agreement dated November 14, 1997, 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 6-18ad 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

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 17th day May, 2005.

ANSCHUTZ PINEDALE CORPORATION

Assistant Secretary

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 17th day of May, 2005.

SEAL

_____
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 May 17, 2005 by and between Anschutz Pinedale Corporation and William J. Miller, et al.

Oil and Gas Lease Serial No. WYW-135123 dated 2/1/1995, by and between the United States of America as Lessor, and Cenex Inc., as Lessee, covering among other lands T3N-R109W, Sec. 18: N2SENW, Sublette County, Wyoming.

[redacted] [redacted] [redacted]

July 1 05 1:30 P
IN BOOK 138 Org PAGE 354
FEES $20.00 COUNTY CLERK
SUBLETTE COUNTY, WY
Peggy L. Freeman

312047

EXHIBIT "H"

Attached to and made a part of that certain Operating Agreement dated June 30, 2005, by and between ULTRA RESOURCES, INC., as Operator, and LANCE OIL & GAS COMPANY, INC., et al., as Non-Operators.

MEMORANDUM OF OPERATING AGREEMENT
(and Mortgage and Financing Statement)

KNOW ALL MEN BY THESE PRESENTS:

THAT, **ULTRA RESOURCES, INC.** (or such other party who may hereafter be designated and serve as Operator under the terms of the below-mentioned Operating Agreement), hereinafter referred to as "Operator", has entered into an Operating Agreement with **LANCE OIL & GAS COMPANY, INC.**, and **ANSCHUTZ PINEDALE CORPORATION**, as "Non-Operators".

Such Operating Agreement is dated June 30, 2005, as the same may have thereafter been amended. That such Operating Agreement provides generally for this joint exploration, development, and production of oil, gas, and other hydrocarbons lying in and under the following described lands, attached hereto, all in Sublette County, Wyoming.

That the Operating Agreement shall amend and restate the Joint Operating Agreements dated September 13, 1999 (the "1999 JOA") and January 25, 2001 (the "2001 JOA") insofar and only insofar as the 1999 JOA and 2001 JOA cover the Contract Area of this Agreement, and shall supersede and replace all other previous Joint Operating Agreements in their entirety with respect to the lands described herein as the Contract Area.

That the Operating Agreement provides that every sale, encumbrance, transfer, or other disposition made by any party to the Agreement, shall be expressly subject to the terms and provisions of the Operating Agreement and shall be made without prejudice to the rights of all other parties to the Operating Agreement.

Among other material provisions of the Operating Agreement, Operator is granted a first lien upon all oil and gas rights of the parties in relation to the above-described land and a security interest in each party's share of oil and/or gas when extracted and each party's interest in all equipment. Such lien and security interest to secure payment of each party's share of expenses, together with interest, attributable to the joint exploration, drilling, and production of hydrocarbons from the above-described land. Operator is further entitled to exercise the rights and remedies of a secured party under the Uniform Commercial Code. Upon default by any Non-Operator in payment of its share of expenses, Operator has the right, without prejudice to other rights and remedies, to collect from purchaser the proceeds from the sale of such Non-Operator's share of oil and/or gas until the amount owed by such Non-Operator plus interest has been paid. Upon request by the Operator, non-defaulting parties shall reimburse Operator proportionately for amounts owed by any other Non-Operator (to the extent unpaid within sixty (60) days from rendition of a statement). Each such non-defaulting party who makes payment of its share of the unpaid amount shall be subrogated to the security rights of Operator mentioned above. The Operating Agreement grants similar security rights to Non-Operators to secure payment of the debts of Operator.

To give further effect to the provisions of the Operating Agreement, each Non-Operator does hereby grant unto Operator a first lien and mortgage in and to all of Non-Operator's oil and gas rights in the Contract Area, including all its right, title, and interest in the oil and gas leases and the leasehold estates in the Contract Area, and a security interest in all of Non-Operator's share of oil and gas extracted and produced from the Contract Area and Non-Operator's share and interest in the equipment used in the Contract Area, together with proceeds and products of all of the foregoing. This mortgage and security agreement shall secure payment of all indebtedness which may (or has) become due and owing to the Operator pursuant to the terms and conditions of the Operating Agreement. Operator grants a similar mortgage and security interest to each Non-Operator.

All prospective assignees, mortgagees, or other parties claiming some interest or acquiring some interest by, through, or under any of the above-mentioned parties are put on notice of the priority of the terms and provisions of the Operating Agreement and are further advised that Operator may now or in the future claim a lien against one or more of the Non-Operators under the terms of the Operating Agreement.

MEMORANDUM OF OPERATING AGREEMENT (continued)

The Operating Agreement contains other provisions which limit and restrict the rights of the parties in relation to their specific interests in and to oil and gas rights. A true and correct copy of such Operating Agreement is available for inspection during business hours at the offices of Operator. Further, information as to amounts unpaid by individual Non-Operators in relation to which Operator presently claims a lien and security interest, are available for inspection to all proper persons in the office of Operator.

The Operating Agreement referred to above will terminate by its own terms pursuant to election made in "Article XIII – Term of Agreement".

This Memorandum may be executed in any number of counterparts. Counterparts may be combined to form a single instrument for recording purposes. All parties need not execute in order for the Memorandum to be effective. Failure of a party to execute is not intended to in any way limit the notice given by the filing of this Memorandum.

DATED this 30th day of June, 2005.

ULTRA RESOURCES, INC. (OPERATOR)

By: _____
Name: Tab McGinley
Title: AIF

STATE OF COLORADO §
§ ss
COUNTY OF Denver §

The foregoing instrument was acknowledged before me this 25th day of June, 2005, by Tab McGinley, as Land Manager of **ULTRA RESOURCES, INC.**, a Wyoming corporation, on behalf of the corporation.

ANASTASIA BETTERTON-FIKE NOTARY PUBLIC STATE OF COLORADO

My Commission Expires June 1, 2009

_____
Notary Public in and for the State of Colorado

My commission expires:

LANCE OIL & GAS COMPANY, INC. (NON-OPERATOR)

By: _____
Name:
Title:

STATE OF COLORADO §
§ ss
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by _____, as _____ of **LANCE OIL & GAS COMPANY, INC.**, a Delaware corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Colorado

My commission expires:

[redacted] [redacted] [redacted]

MEMORANDUM OF OPERATING AGREEMENT (continued)

The Operating Agreement contains other provisions which limit and restrict the rights of the parties in relation to their specific interests in and to oil and gas rights. A true and correct copy of such Operating Agreement is available for inspection during business hours at the offices of Operator. Further, information as to amounts unpaid by individual Non-Operators in relation to which Operator presently claims a lien and security interest, are available for inspection to all proper persons in the office of Operator.

The Operating Agreement referred to above will terminate by its own terms pursuant to election made in "Article XIII – Term of Agreement".

This Memorandum may be executed in any number of counterparts. Counterparts may be combined to form a single instrument for recording purposes. All parties need not execute in order for the Memorandum to be effective. Failure of a party to execute is not intended to in any way limit the notice given by the filing of this Memorandum.

DATED this 30th day of June, 2005.

ULTRA RESOURCES, INC. (OPERATOR)

By:_____
Name:
Title:

STATE OF COLORADO §
§ ss
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by _____, as _____ of **ULTRA RESOURCES, INC.**, a Wyoming corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Colorado

My commission expires:

LANCE OIL & GAS COMPANY, INC. (NON-OPERATOR)

By:_____
Name:
Title: Mark R. Petry, Attorney-In-Fact

STATE OF COLORADO §
§ ss
COUNTY OF Denver §

The foregoing instrument was acknowledged before me this 29th day of June, 2005, by Mark R. Petry, as Attorney-In-Fact of **LANCE OIL & GAS COMPANY, INC.**, a Delaware corporation, on behalf of the corporation.

GRETCHEN M DARNAY
Notary Public
State of Colorado

_____
Notary Public in and for the State of Colorado

My commission expires: 9/11/2007

S:\Land\Agreements\PINEDALE 2005\Ext H JOA 1 SOPA.doc

MEMORANDUM OF OPERATING AGREEMENT (continued)

ANSCHUTZ PINEDALE CORPORATION (NON-OPERATOR)

By: William J Miller
Name: WILLIAM J MILLER
Title: PRESIDENT

STATE OF COLORADO §
§ ss
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 28th day of June, 2005, by William Miller, as President of **ANSCHUTZ PINEDALE CORPORATION**, a Colorado corporation, on behalf of the corporation.

ANASTASIA BETTERTON-FIKE NOTARY PUBLIC STATE OF COLORADO

Anastasia Betterton Fike
Notary Public in and for the State of Colorado

My commission expires: My Commission Expires June 1, 2009

[redacted] [redacted] [redacted]

Oil and Gas Leases and/or Oil and Gas Interests Subject to this Agreement:

BLM Lease No.:	WYW-135123
Lessor:	USA
Lessee:	Cenex, Inc.
Description:	**ONLY INSOFAR AS IT COVERS:** Township 32 North, Range 109 West, 6th P.M. Section 18: Lots 1 - 9
Gross Acres:	297.79
Net Acres:	297.79

BLM Lease No.:	WYW-06286
Lessor:	USA
Lessee:	Donald B. Anderson
Description:	**ONLY INSOFAR AS IT COVERS:** Township 32 North, Range 109 West, 6th P.M. Section 27: NW/4 Section 28: NE/4 Section 35: N/2, SE/4
Gross Acres:	800.00
Net Acres:	800.00

State of Wyoming Lease No.:	ST-WY-94-00293
Lessor:	State of Wyoming
Lessee:	Cenex, Inc.
Description:	**ONLY INSOFAR AS IT COVERS:** Township 33 North, Range 109 West, 6th P.M. Section 16: SW/4, SW/4SE/4
Gross Acres:	200.00
Net Acres:	200.00

312048

July 1 05 1:30 P
IN BOOK 138 O&G PAGE 359
FEES $ 23.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
Kay L. Freeman

EXHIBIT "H"

Attached to and made a part of that certain Operating Agreement dated June 30, 2005, by and between ULTRA RESOURCES, INC., as Operator, and LANCE OIL & GAS COMPANY, INC., et al., as Non-Operators.

MEMORANDUM OF OPERATING AGREEMENT
(and Mortgage and Financing Statement)

KNOW ALL MEN BY THESE PRESENTS:

THAT, **ULTRA RESOURCES, INC.** (or such other party who may hereafter be designated and serve as Operator under the terms of the below-mentioned Operating Agreement), hereinafter referred to as "Operator", has entered into an Operating Agreement with **LANCE OIL & GAS COMPANY, INC.**, **ARROWHEAD RESOURCES (USA) LTD.**, and **ANSCHUTZ PINEDALE CORPORATION**, as "Non-Operators".

Such Operating Agreement is dated June 30, 2005, as the same may have thereafter been amended. That such Operating Agreement provides generally for this joint exploration, development, and production of oil, gas, and other hydrocarbons lying in and under the following described lands, attached hereto, all in Sublette County, Wyoming.

That the Operating Agreement amends and restates the Joint Operating Agreement dated July 21, 2000 (the "2000 JOA") insofar and only insofar as the 2000 JOA covers the Contract Area of the Operating Agreement. Thus, the filing of this memorandum does not terminate any perfected security interests or recorded liens of any party or affect the priority thereof of any party created by the prior Memorandum of Operating Agreement recorded on October 22, 2001 at 9:20 A.M. in book 119 O&G, page 627, in Sublette County, Pinedale, Wyoming, but gives notice that such security interests, liens and priority continue in full force and effect.

That the Operating Agreement provides that every sale, encumbrance, transfer, or other disposition made by any party to the Agreement, shall be expressly subject to the terms and provisions of the Operating Agreement and shall be made without prejudice to the rights of all other parties to the Operating Agreement.

Among other material provisions of the Operating Agreement, Operator is granted a first lien upon all oil and gas rights of the parties in relation to the above-described land and a security interest in each party's share of oil and/or gas when extracted and each party's interest in all equipment. Such lien and security interest to secure payment of each party's share of expenses, together with interest, attributable to the joint exploration, drilling, and production of hydrocarbons from the above-described land. Operator is further entitled to exercise the rights and remedies of a secured party under the Uniform Commercial Code. Upon default by any Non-Operator in payment of its share of expenses, Operator has the right, without prejudice to other rights and remedies, to collect from purchaser the proceeds from the sale of such Non-Operator's share of oil and/or gas until the amount owed by such Non-Operator plus interest has been paid. Upon request by the Operator, non-defaulting parties shall reimburse Operator proportionately for amounts owed by any other Non-Operator (to the extent unpaid within sixty (60) days from rendition of a statement). Each such non-defaulting party who makes payment of its share of the unpaid amount shall be subrogated to the security rights of Operator mentioned above. The Operating Agreement grants similar security rights to Non-Operators to secure payment of the debts of Operator.

To give further effect to the provisions of the Operating Agreement, each Non-Operator does hereby grant unto Operator a first lien and mortgage in and to all of Non-Operator's oil and gas rights in the Contract Area, including all its right, title, and interest in the oil and gas leases and the leasehold estates in the Contract Area, and a security interest in all of Non-Operator's share of oil and gas extracted and produced from the Contract Area and Non-Operator's share and interest in the equipment used in the Contract Area, together with proceeds and products of all of the foregoing. This mortgage and security agreement shall secure payment of all indebtedness which may (or has) become due and owing to the Operator pursuant to the terms and conditions of the Operating Agreement. Operator grants a similar mortgage and security interest to each Non-Operator.

All prospective assignees, mortgagees, or other parties claiming some interest or acquiring some interest by, through, or under any of the above-mentioned parties are put on notice of the priority of the terms and provisions of the Operating Agreement and are further advised that Operator may now or in the future claim a lien against one or more of the Non-Operators under the terms of the Operating Agreement.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

MEMORANDUM OF OPERATING AGREEMENT (continued)

The Operating Agreement contains other provisions which limit and restrict the rights of the parties in relation to their specific interests in and to oil and gas rights. A true and correct copy of such Operating Agreement is available for inspection during business hours at the offices of Operator. Further, information as to amounts unpaid by individual Non-Operators in relation to which Operator presently claims a lien and security interest, are available for inspection to all proper persons in the office of Operator.

The Operating Agreement referred to above will terminate by its own terms pursuant to election made in "Article XIII – Term of Agreement".

This Memorandum may be executed in any number of counterparts. Counterparts may be combined to form a single instrument for recording purposes. All parties need not execute in order for the Memorandum to be effective. Failure of a party to execute is not intended to in any way limit the notice given by the filing of this Memorandum.

DATED this 30th day of June, 2005.

ULTRA RESOURCES, INC. (OPERATOR)

By: _____
Name: Tab McCauley
Title: AIF

STATE OF COLORADO §
§ ss
COUNTY OF Denver §

The foregoing instrument was acknowledged before me this 24th day of June, 2005, by Tab McCauley, as Land Manager of **ULTRA RESOURCES, INC.**, a Wyoming corporation, on behalf of the corporation.

ANASTASIA BETTERTON-FIKE NOTARY PUBLIC STATE OF COLORADO

My commission expires:
My Commission Expires June 1 200[illegible]

_____
Notary Public in and for the State of Colorado

LANCE OIL & GAS COMPANY, INC. (NON-OPERATOR)

By: _____
Name:
Title:

STATE OF COLORADO §
§ ss
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by _____, as _____ of **LANCE OIL & GAS COMPANY, INC.**, a Delaware corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Colorado

My commission expires:

S:\Land\Agreements\PINEDALE 2005\Exh H JOA 2 SCPPA Arrow.doc

MEMORANDUM OF OPERATING AGREEMENT (continued)

The Operating Agreement contains other provisions which limit and restrict the rights of the parties in relation to their specific interests in and to oil and gas rights. A true and correct copy of such Operating Agreement is available for inspection during business hours at the offices of Operator. Further, information as to amounts unpaid by individual Non-Operators in relation to which Operator presently claims a lien and security interest, are available for inspection to all proper persons in the office of Operator.

The Operating Agreement referred to above will terminate by its own terms pursuant to election made in "Article XIII – Term of Agreement".

This Memorandum may be executed in any number of counterparts. Counterparts may be combined to form a single instrument for recording purposes. All parties need not execute in order for the Memorandum to be effective. Failure of a party to execute is not intended to in any way limit the notice given by the filing of this Memorandum.

DATED this 30th day of June, 2005.

ULTRA RESOURCES, INC. (OPERATOR)

By: _____
Name:
Title:

STATE OF COLORADO §
§ ss
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by _____, as _____ of **ULTRA RESOURCES, INC.**, a Wyoming corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Colorado

My commission expires:

LANCE OIL & GAS COMPANY, INC. (NON-OPERATOR)

By: _____
Name: Mark R. Petry, Attorney-In-Fact
Title:

STATE OF COLORADO §
§ ss
COUNTY OF Denver §

The foregoing instrument was acknowledged before me this 29th day of June, 2005, by Mark R. Petry, as Attorney-In-Fact of **LANCE OIL & GAS COMPANY, INC.**, a Delaware corporation, on behalf of the corporation.

GRETCHEN M DARNAY
Notary Public
State of Colorado

_____
Notary Public in and for the State of Colorado

My commission expires 9/11/2007

S:\Land\Agreements\PINEDALE 2005\Bdh H JOA 2 SOPA Amer.

[redacted] [redacted] [redacted]

ARROWHEAD RESOURCES (USA) LTD. (NON-OPERATOR)

By:_____
Name:
Title:

PROVINCE OF BRITISH COLUMBIA §
§ ss
CITY OF VANCOUVER §

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by _____, as _____ of **ARROWHEAD RESOURCES (USA) LTD.**, a _____, on behalf of the _____.

_____
Notary Public

ANSCHUTZ PINEDALE CORPORATION (NON-OPERATOR)

By: _____
Name: [illegible]
Title: PRESIDENT

STATE OF COLORADO §
§ ss
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 28th day of June, 2005, by [illegible], as President of **ANSCHUTZ PINEDALE CORPORATION**, a Colorado corporation, on behalf of the corporation.

CHRISTINE HARRELL NOTARY PUBLIC STATE OF COLORADO

Christine Harrell
Notary Public in and for the State of Colorado

My commission expires: 12/22/06

MEMORANDUM OF OPERATING AGREEMENT (continued)

ARROWHEAD RESOURCES (USA) LTD. (NON-OPERATOR)

By: C S
Name: Chris Schultze
Title: President

PROVINCE OF BRITISH COLUMBIA §
§ ss
CITY OF VANCOUVER §

The foregoing instrument was acknowledged before me this 23rd day of June, 2005, by Chris Schultze, as President of **ARROWHEAD RESOURCES (USA) LTD.**, a South Dakota corporation, on behalf of the corporation.

Notary Public
Ethan P. Minsky
Barrister & Solicitor
800 - 885 West Georgia Street
Vancouver BC V6C 3H1 Canada
Telephone: (604) 687-5700

MINSKY NOTARY PUBLIC BRITISH COLUMBIA

ANSCHUTZ PINEDALE CORPORATION (NON-OPERATOR)

By: _____
Name:
Title:

STATE OF COLORADO §
§ ss
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by _____, as _____ of **ANSCHUTZ PINEDALE CORPORATION**, a Colorado corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Colorado

My commission expires:

[redacted] [redacted] [redacted]

MEMORANDUM OF OPERATING AGREEMENT (continued)

Oil and Gas Leases and/or Oil and Gas Interests Subject to this Agreement:

BLM Lease No.:	WYW-135124
Lessor:	USA
Lessee:	Meridian Oil Inc.
Description:	**ONLY INSOFAR AS IT COVERS:** Township 32 North, Range 109 West, 6th P.M. Section 21: SE/4 Section 22: S/2 Section 23: NW/4SW/4, S/2SW/4
Gross Acres:	600.00
Net Acres:	600.00

ASSIGNMENT AND BILL OF SALE

This ASSIGNMENT AND BILL OF SALE (this "Assignment"), effective as of 7:00 a.m., Mountain Daylight Time, July 1, 2005 (the "Effective Time"), is made by ANSCHUTZ PINEDALE CORPORATION, a Colorado corporation ("Assignor"), whose address is 555 Seventeenth Street, Suite 2400, Denver, Colorado 80202 to SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY, a joint powers authority ("SCPPA"), whose address is 225 South Lake Avenue, Suite 1250, Pasadena, California 91101, for the benefit of the CITY OF ANAHEIM, SCPPA, for the benefit of the CITY OF COLTON, SCPPA, for the benefit of the CITY OF GLENDALE, SCPPA, for the benefit of the CITY OF PASADENA, SCPPA, for the benefit of the CITY OF BURBANK, THE CITY OF LOS ANGELES acting by and through the DEPARTMENT OF WATER AND POWER, a municipal utility owned by the City of Los Angeles, whose address is 111 North Hope Street, Los Angeles, California 90012, and TURLOCK IRRIGATION DISTRICT, an irrigation district organized under the laws of the State of California, whose address is 333 E. Canal Drive, Turlock, California 95380 ("Assignees").

For good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby grant, bargain, transfer, convey, set over, assign and deliver unto Assignees, their successors and assigns, all of Assignor's right, title, interest and associated obligations in and to the following (the "Assets"):

(a) the leasehold estates created by the oil and gas leases described in Exhibit A attached hereto, to the extent and only to the extent such leases cover the lands described in Exhibit A (the "Lands"; such leases as so limited are herein collectively called the "Leases"), and the oil, gas and all other hydrocarbons ("Hydrocarbons") attributable to the Leases and the Lands, and all rights to production after the Effective Time relating to the Leases and the Lands, including, without limitation, all reversionary interests, backin interests, overriding royalty interests, production payments, net profits interests and mineral and royalty interests in production of oil, gas or other minerals;

(b) the developed oil and gas wells and any associated lateral pipelines described in Exhibit A (the "Wells"), together with all personal property, equipment, fixtures, improvements, permits, rights-of-way and easements used in connection with the production or disposal of Hydrocarbons or water produced from the properties and interests described in clause (a) above (the Leases, the Lands, Hydrocarbons and the Wells are referred to herein collectively as the "Properties" or individually as a "Property");

(c) all existing and effective sales, purchase, exchange, gathering, transportation and processing contracts, operating agreements, balancing agreements, farmout agreements, service agreements and other contracts, agreements and instruments, insofar and only insofar as they relate to the Properties and interests described in clauses (a) and (b) above (but excluding any contracts entered into by Assignor as the operator of the Properties), all of which are described in Exhibit A (the "Contracts"); and

312045

RECORDED July 1 2005 1:40PM
IN BOOK 130 OR 6 PAGE 365
FEES $ 68.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING

(d) originals of the files and records relating directly to the Properties and the Contracts maintained by Assignor or, in the case of such files and records as to which the Lands comprise less than all of the land covered or affected thereby, copies (at Assignor's discretion) to the extent disclosure of the same to Assignees is not restricted by confidentiality, licensing or other agreements with third parties.

The Assets do not include, and Assignor does not sell or convey any of seismic data or geological interpretations relating to the Assets, including, without limitation, those described on Schedule 1 hereto.

The Assets are assigned by Assignor to Assignees in the following undivided interests:

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY, for the benefit of the CITY OF ANAHEIM	5.3191%
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY, for the benefit of CITY OF BURBANK	2.1277%
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY, for the benefit of the CITY OF COLTON	1.0638%
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY, for the benefit of the CITY OF GLENDALE	4.2553%
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY, for the benefit of the CITY OF PASADENA	2.1277%
THE CITY OF LOS ANGELES, acting by and through the DEPARTMENT OF WATER AND POWER	74.4681%
TURLOCK IRRIGATION DISTRICT	10.6383%
TOTAL	100.0000%

TO HAVE AND TO HOLD the Assets unto Assignees, their successors and assigns, forever.

This Assignment is made and accepted subject to the following:

1 This Assignment is expressly made subject to the terms and provisions of the Purchase and Sale Agreement between Assignor and Assignees dated as of June 15, 2005 (the

"Agreement"). By executing, delivering and accepting this Assignment, the parties do not intend to cause a merger of the terms of the Agreement into this Assignment, and all covenants, indemnities and other terms and provisions set forth in the Agreement shall remain in full force and effect on and after the date hereof to the extent set forth in the Agreement. In the event of a conflict between this Assignment and the Agreement, the covenants, indemnities and other terms and provisions set forth in the Agreement shall control. All capitalized terms used herein without definition shall have the meanings set forth therefor in the Agreement.

2. Subject to and except for Permitted Encumbrances (defined below), Assignor shall defend title to the Assets unto Assignees against every person lawfully claiming the Assets or any part thereof, by, through or under Assignor, but not otherwise. Except as expressly set forth in the preceding sentence, this Assignment is made without warranty of any kind, whether express or implied; however, Assignor gives and grants to Assignees, their successors and assigns, to the extent so transferable, full power and right of substitution and subrogation in and to all covenants and warranties by others heretofore given or made in respect of the Assets or any part thereof.

3. ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES AS TO ALL PERSONAL PROPERTY, (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 ASSIGNEES UNDER APPLICABLE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION; AND (V) ANY CLAIM BY ASSIGNEES FOR DAMAGES BECAUSE OF DEFECTS IN ANY PERSONAL PROPERTY IS, WHETHER KNOWN OR UNKNOWN, IT BEING EXPRESSLY UNDERSTOOD THAT THE RELATED ASSETS ARE BEING CONVEYED TO ASSIGNEES "AS IS," "WHERE IS," WITH ALL FAULTS, AND IN THE PRESENT CONDITION AND STATE OF REPAIR. TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE OPERATIVE, THE DISCLAIMERS OF WARRANTIES CONTAINED IN THIS ASSIGNMENT ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

4. Reference is made to the land descriptions contained in the agreements listed and in documents of title recorded as described in Exhibit A. The land descriptions contained in the agreements and documents described in Exhibit A are incorporated by this reference. Unless provided otherwise, all recording references in Exhibit A hereto are to the official real property, oil and gas lease records or conveyance records of the county and state in which the lease is situated.

5. As used herein, "Permitted Encumbrances" means:

(a) lessors' royalties, overriding royalties, net profits interests, production payments, reversionary interests and similar burdens if the net cumulative effect of such burdens does not operate to reduce the net revenue interest that is set forth in Exhibit A;

(b) liens for taxes or assessments not yet due and delinquent or, if delinquent, that are being contested in good faith in the normal course of business;

[redacted] [redacted] [redacted]

(c) easements, rights-of-way, servitudes, permits, surface leases and other rights with respect to surface operations, on, over or in respect of any of the properties or any restriction on access thereto that do not materially interfere with the operation of the affected Property as has been conducted in the past;

(d) materialmen's, mechanics', repairmen's, employees', contractors', operators' or other similar liens or charges arising in the ordinary course of business incidental to construction, maintenance or operation of the Properties (i) if such liens and charges have not been filed pursuant to law and the time for filing such liens and charges has expired, (ii) if filed, such liens and charges have not yet become due and payable or payment is being withheld as provided by law, or (iii) if their validity is being contested in good faith by appropriate action;

(e) liens arising under operating agreements and production sales contracts securing amounts not yet delinquent or, if delinquent, being contested in good faith in the ordinary course of business; and

(f) all other liens, charges, encumbrances, contracts, agreements, instruments, obligations, defects and irregularities affecting the Properties that are not such as to interfere materially with the operation, value or use thereof.

6. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS, AND NOT THE LAWS PERTAINING TO CHOICE OR CONFLICT OF LAWS, OF THE STATE OF WYOMING.

7. Separate assignments of the Assets may be executed on officially approved forms by Assignor to Assignees, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, powers and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the interests conveyed herein.

[Signature Page Follows]

EXECUTED on June 29, 2005, but effective for all purposes as of the Effective Time.

ASSIGNOR:

ANSCHUTZ PINEDALE CORPORATION,
a Colorado corporation

By: _____
William J. Miller, President

[redacted] [redacted] [redacted]

STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER)

(Colorado and Wyoming)

The foregoing instrument was acknowledged before me this 29th day of June, 2005, by William J. Miller as President of Anschutz Pinedale Corporation, a Colorado corporation.
Witness my hand and official seal.

Name: _____
Notary Public In And For
The State Of Colorado

My Commission Expires:
12/6/08

(NOTARIAL SEAL)

CHRISTINE HARRELL NOTARY PUBLIC STATE OF COLORADO

#1084083 – Execution Version

EXHIBIT A

Description of the Assets

Well Name: Mesa #6-35d
SENW-35-T32N-R109W

Well Name: Mesa #4-35
NWNW-35-T32N-R109W

Well Name: Mesa #5-35
SWNW-35-T32N-R109W

Well Name: Mesa #15-35
SWSE-35-T32N-R109W

Well Name: Mesa #3-35cd
NENW-35-T32N-R109W

Sublette County, Wyoming
Working Interest: 42.5% BPO/APO
Net Revenue Interest: 32.3% BPO/APO

Well Name: Mesa #16-35d
SESE-35-T32N-R109W

Well Name: Mesa #16-35cd
SESE-35-T32N-R109W

Well Name: Mesa #2-35
NWNE-35-T32N-R109W

Sublette County, Wyoming
Working Interest: 50.000000% BPO 42.5% APO
Net Revenue Interest: 38.259375% BPO 32.3% APO

Well Name: Mesa #3-35d
NENW-35-T32N-R109W

Sublette County, Wyoming
Working Interest: 57.50000% BPO 42.5% APO
Net Revenue Interest: 44.21875% BPO 32.5% APO

Well Name: Mesa #4-35cd
NWNW-35-T32N-R109W

Sublette County, Wyoming
Working Interest: 73.913043% BPO42.5% APO
Net Revenue Interest: 57.260281% BPO32.3% APO

An undivided 42.5% leasehold interest in and to the following Oil and Gas Lease insofar and only insofar as the lease covers the lands described below.

Lessor	Lessee	Lease Date	Book	Page	Entry #	Description
USA-W-06286	Donald B. Anderson	06/01/1951	119	316		Township 32 North, Range 109 West, 6th P.M. Sec. 35: N/2, SE Sublette County, Wyoming

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Well Name: Mesa #3-27d
NENW-27-T32N-R109W

Well Name: Mesa #4-27
NWNW-27-T32N-R109W

Well Name: Mesa #4-27cd
NWNW-27-T32N-R109W

Well Name: Mesa #5-27d
SWNW-27-T32N-R109W

Well Name: Mesa #6-27d
SENW-27-T32N-R109W

Sublette County, Wyoming
Working Interest: 42.5% BPO/APO
Net Revenue Interest: 32.3% BPO/APO

An undivided 42.5% leasehold interest in and to the following Oil and Gas Lease insofar and only insofar as the lease covers the lands described below.

Lessor	Lessee	Lease Date	Book	Page	Entry #	Description
USA-W-06286	Donald B. Anderson	06/01/1951	119	316		Township 32 North, Range 109 West, 6th P.M. Sec. 27: NW Sublette County, Wyoming

Well Name: Mesa #1-28d
NENE-28-T32N-R109W

Sublette County, Wyoming
Working Interest: 42.5% BPO/APO
Net Revenue Interest: 32.816503% BPO/APO*

- Net Revenue Interest includes a 1.4% overriding royalty interest which is limited as to depth to only those zones and formations from the surface of the earth down to 11,543' but in no event below the top of the Erickson formation. The net overriding royalty interest in the well based on the depth restriction is equal to .918470%.

Well Name: Mesa #2-28d
NWNE-28-T32N-R109W

Sublette County, Wyoming
Working Interest: 42.5% BPO/APO
Net Revenue Interest: 32.73553% BPO/APO

- Net Revenue Interest includes a 1.4% overriding royalty interest which is limited as to depth to only those zones and formations from the surface of the earth down to 11,543' but in no event below the top of the Erickson formation. The net overriding royalty interest in the well based on the depth restriction is equal to .77480%.

Well Name: Mesa #7-28
SWNE-28-T32N-R109W

Sublette County, Wyoming
Working Interest: 42.5% BPO/APO
Net Revenue Interest: 32.890925% BPO/APO

- Net Revenue interest includes a 1.4% overriding royalty interest which is limited as to depth to only those zones and formations from the surface of the earth down to 11,543' but in no event below the top of the Erickson formation. The net overriding royalty interest in the well based on the depth restriction is equal to 1.050812%.

Well Name: Mesa #8-28
SENE-28-T32N-R109W

Sublette County, Wyoming
Working Interest: 42.5% BPO/APO
Net Revenue Interest: 32.882690% BPO/APO

- Net Revenue Interest includes a 1.4% overriding royalty interest which is limited as to depth to only those zones and formations from the surface of the earth down to 11,543' but in no event below the top of the Erickson formation. The net overriding royalty interest in the well based on the depth restriction is equal to 1.036168%.

An undivided 42.5% leasehold interest in and to the following Oil and Gas Lease insofar and only insofar as the lease covers the lands described below.
A 1.4% overriding royalty interest in the lands described below limited as to depth to only those zones and formations from the surface of the earth down to 11,543' but in no event below the top of the Erickson formation.

Lessor	Lessee	Lease Date	Book	Page	Entry #	Description
USA-W-06286	Donald B. Anderson	06/01/1951	119	316		Township 32 North, Range 109 West, 6th P.M. Sec. 28: NE Sublette County, Wyoming

Sublette County, Wyoming

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Well Name: Mesa #11-22
NESW-22-T32N-R109W

Well Name: Mesa #12-22d
NWSW-22-T32N-R109W

Well Name: Mesa #13-22d
SWSW-22-T32N-R109W

Well Name: Mesa #13-22cd
SWSW-22-T32N-R109W

Well Name: Mesa #14-22d
SESW-22-T32N-R109W

Sublette County, Wyoming
Working Interest: 42.5% BPO/APO
Net Revenue Interest: 32.3% BPO/APO

Well Name: Mesa #10-22d
NWSE-22-T32N-R109W

Sublette County, Wyoming
Working Interest: 52.2156550% BPO 42.5% APO
Net Revenue Interest: 40.3154195% BPO 32.3% APO

Well Name: Mesa #15-22d
SWSE-22-T32N-R109W

Sublette County, Wyoming
Working Interest: 50.0000% BPO42.5% APO
Net Revenue Interest: 38.4875% BPO 32.3% APO

Well Name: Mesa #9-22bd
NESE-22-T32N-R109W

Well Name: Mesa #16-22bd
SESE-22-T32N-R109W

Sublette County, Wyoming
Working Interest: 52.80149% BPO 42.5% APO
Net Revenue Interest: 40.79873% BPO 32.3% APO

An undivided 42.5% leasehold interest in and to the following Oil and Gas Lease insofar and only insofar as the lease covers the lands described below.

Lessor	Lessee	Lease Date	Book	Page	Entry #	Description
USA-WYW-135124	Meridian Oil Inc.	02/01/1995	100	552		Township 32 North, Range 109 West, 6th P.M. Sec. 22: S/2 Sublette County, Wyoming

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Well Name: Mesa #13-23bd
SWSW-23-T32N-R109W

Sublette County, Wyoming
Working Interest: 76.88425% BPO61.88425% APO
Net Revenue Interest: 59.854321%BPO47.479321% APO

An undivided 42.5% leasehold interest in and to the following Oil and Gas Lease insofar and only insofar as the lease covers the lands described below.

Lessor	Lessee	Lease Date	Book	Page	Entry #	Description
USA-WYW-135124	Meridian Oil Inc.	02/01/1995	100	552		Township 32 North, Range 109 West, 6th P.M. Sec. 23: S/2SW, NWSW Sublette County, Wyoming

Well Name: Mesa #9-21d
NESE-21-T32N-R109W

Well Name: Mesa #10-21d
NWSE-21-T32N-R109W

Well Name: Mesa #15-21d
SWSE-21-T32N-R109W

Well Name: Mesa #15-21ad
SWSE-21-T32N-R109W

Well Name: Mesa #16-21d
SESE-21-T32N-R109W

Well Name: Mesa #16-21cd
SESE-21-T32N-R109W

Sublette County, Wyoming
Working Interest: 42.5% BPO/APO
Net Revenue Interest: 32.3% BPO/APO

An undivided 42.5% leasehold interest in and to the following Oil and Gas Lease insofar and only insofar as the lease covers the lands described below.

Lessor	Lessee	Lease Date	Book	Page	Entry #	Description
USA-WYW-135124		Meridian Oil Inc.	02/01/1995	100	552	Township 32 North, Range 109 West, 6th P.M. Sec. 21: SE Sublette County, Wyoming

Well Name: Mesa #3-18d
W/2 of Lot 1(NENW)-18-T32N-R109W

Sublette County, Wyoming
Working Interest: 50% BPO 42.5% APO
Net Revenue Interest: 38% BPO 32.3% APO

Well Name: Mesa #6-18d
S/2 of Lot 6 (SENW)-18-T32N-R109W

Sublette County, Wyoming
Working Interest: 73.913% BPO42.5%APO
Net Revenue Interest: 56.1739% BPO 32.3% APO

An undivided 42.5% leasehold interest in and to the following Oil and Gas Lease insofar and only insofar as the lease covers the lands described below.

Lessor	Lessee	Lease Date	Book	Page	Entry #	Description
USA-WYW-135123		Cenex Inc.	02/01/1995			Township 32 North, Range 109 West, 6th P.M. Sec. 18: Lots 1-9 (NW, N/2SW) Sublette County, Wyoming

380

Well Name: Gannett #13-16
N/2SWSW-16-T33N-R109W

Sublette County, Wyoming
Working Interest: 50% BPO 42.5% APO*
Net Revenue Interest: 38% BPO 32.3% APO*
*This well has reached Payout

Well Name: Gannett #14-16
N/2SESW-16-T33N-R109W

Well Name: Gannett #12-16
N/2NWSW-16-T33N-R109W

Sublette County, Wyoming
Working Interest: 42.5% BPO/APO
Net Revenue Interest: 32.3% BPO/APO

Well Name: Gannett #11-16
N/2NESW-16-T33N-R109W

Sublette County, Wyoming
Working Interest: 100.0% BPO 85.0% APO
Net Revenue Interest: 74.725% BPO 63.325% APO

An undivided 42.5% leasehold interest in and to the following Oil and Gas Lease insofar and only insofar as the lease covers the lands described below.

Lessor	Lessee	Lease Date	Book	Page	Entry #	Description
ST-94-00293	Cenex, Inc.	6/2/1994	110	326		Township 33 North, Range 109 West, 6th P.M. Sec. 16: SW, SWSE Sublette County, Wyoming

All of the properties set forth above in Sublette County, Wyoming are subject to the following agreements:

Processing Agreements

1. Gas Gathering Agreement dated February 13, 2002, by and between Anschutz Exploration Corporation and Questar Gas Management Company.

2. Gas Gathering Agreement dated November 7, 1997, by and between Jonah Gas Gathering Company, as Operator and Ultra Resources, Inc, as Producer.

3. Gas Gathering Agreement dated November 1, 2001, by and between Anschutz Exploration Corporation and Questar Gas Management Company.

4. Amended and Restated Gas Gathering Agreement dated September 7, 2001, by and between Anschutz Exploration Corporation, and Questar Gas Management Company.

5. Gas Services Agreement dated May 3, 2002, by and between Mountain Gas Resources, Inc., and Anschutz Exploration Corporation.

6. Gas Gathering Agreement as amended, dated February 28, 1997, effective December 1, 1996, by and between Jonah Gas Gathering Company and Burlington Resources Oil & Gas Company and Burlington Resources Trading, Inc.

Operating Agreements and Purchase and Sale Agreements

1. Joint Operating Agreement dated effective June 30, 2005, among Anschutz Pinedale Corporation, Ultra Resources, Inc. and Lance Oil & Gas Company, Inc. ("JOA 1"), covering the following contract area in Sublette County, Wyoming:

T.32 N., R. 109 W., 6th P.M.
Section 18: Lots 1-9
Section 27: NW/4
Section 28: NE/4
Section 35: N/2, SE/4

T.33 N., R. 109 W., 6th P.M.
Section 16: SW/4, SW/4SE/4

JOA 1 amends, restates and replaces the following joint operating agreements (the "Existing JOAs") insofar and only insofar as the Existing JOAs cover the contract area of JOA 1:

- Joint Operating Agreement dated January 25, 2001, among Anschutz Pinedale Corporation (successor in interest to Anschutz Exploration Corporation) as operator, Ultra Resources, Inc. and Lance Oil & Gas Company, Inc.

- Joint Operating Agreement dated September 13, 1999, among Anschutz Pinedale Corporation (successor in interest to Anschutz Wyoming Corporation) as operator, Ultra Resources, Inc. and Lance Oil & Gas Company, Inc.

- Joint Operating Agreement attached to the Hoback Basin Letter Agreement dated November 14, 1997, among Ultra Resources, Inc., Ultra Petroleum (USA), Inc., Lance Oil & Gas Company, Inc. and Mountain Gas Resources, Inc.

The remaining lands under the Existing JOAs (which are not subject to this Assignment) will not be subject to JOA 1.

2. Joint Operating Agreement dated effective June 30, 2005, among Anschutz Pinedale Corporation, Ultra Resources, Inc., Lance Oil & Gas Company, Inc. and Arrowhead Resources (USA) Ltd. ("JOA 2"), covering the following contract area in Sublette County, Wyoming:

T.32 N., R. 109 W., 6th P.M.
Section 21: SE/4
Section 22: S/2
Section 23: NW/4SW/4, S/2SW/4

JOA 2 amends, restates and replaces the Joint Operating Agreement dated July 21, 2000, among Anschutz Pinedale Corporation (successor in interest to Anschutz Exploration Corporation) as Operator, Ultra Resources, Inc., Lance Oil & Gas Company, Inc. and Arrowhead Resources (USA) Ltd. (the "2000 JOA") insofar and only insofar as the 2000 JOA covers the contract area of JOA 2. The remaining lands under the 2000 JOA (which are not subject to this Assignment) will not be subject to JOA 2.

3. Purchase and Sale Agreement dated May 18, 1999, as amended by Closing Agreement dated June 18, 1999, by and between Ultra Resources, Inc., et al. and Anschutz Wyoming Corporation.

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SCHEDULE 1

SEISMIC DATA AND GEOLOGICAL INTERPRETATIONS

The Assignment does not include any seismic data or geological interpretations of such seismic data relating to the Assets, including, but not limited to, the following:

a. Pinedale Mesa 3D acquired through group shoot with Ultra, Lance and Questar;

b. Two 2D lines acquired in 2004, Line M3C-01-04, LineM3C-02-04

c. Micro-seismic wellbore data for the Mesa 16-21cd

EXHIBIT "H"

Attached to and made a part of that certain Operating Agreement dated June 30, 2005, by and between ANSCHUTZ PINEDALE CORPORATION, as Operator, and ULTRA RESOURCES, INC., et al., as Non-Operators.

MEMORANDUM OF OPERATING AGREEMENT
(and Mortgage and Financing Statement)

KNOW ALL MEN BY THESE PRESENTS:

THAT, **ANSCHUTZ PINEDALE CORPORATION** (or such other party who may hereafter be designated and serve as Operator under the terms of the below-mentioned Operating Agreement), hereinafter referred to as "Operator", has entered into an Operating Agreement with **ULTRA RESOURCES, INC.** and **LANCE OIL & GAS COMPANY, INC.**, as "Non-Operators".

Such Operating Agreement is dated June 30, 2005, as the same may have thereafter been amended. That such Operating Agreement provides generally for this joint exploration, development, and production of oil, gas, and other hydrocarbons lying in and under the following described lands, attached hereto, all in Sublette County, Wyoming.

That the Operating Agreement shall amend and restate the Joint Operating Agreement dated September 13, 1999 (the "1999 JOA") insofar and only insofar as the 1999 JOA covers the Contract Area of this Agreement, and shall supersede and replace all other previous Joint Operating Agreements in their entirety with respect to the lands described herein as the Contract Area.

That the Operating Agreement provides that every sale, encumbrance, transfer, or other disposition made by any party to the Agreement, shall be expressly subject to the terms and provisions of the Operating Agreement and shall be made without prejudice to the rights of all other parties to the Operating Agreement.

Among other material provisions of the Operating Agreement, Operator is granted a first lien upon all oil and gas rights of the parties in relation to the above-described land and a security interest in each party's share of oil and/or gas when extracted and each party's interest in all equipment. Such lien and security interest to secure payment of each party's share of expenses, together with interest, attributable to the joint exploration, drilling, and production of hydrocarbons from the above-described land. Operator is further entitled to exercise the rights and remedies of a secured party under the Uniform Commercial Code. Upon default by any Non-Operator in payment of its share of expenses, Operator has the right, without prejudice to other rights and remedies, to collect from purchaser the proceeds from the sale of such Non-Operator's share of oil and/or gas until the amount owed by such Non-Operator plus interest has been paid. Upon request by the Operator, non-defaulting parties shall reimburse Operator proportionately for amounts owed by any other Non-Operator (to the extent unpaid within sixty (60) days from rendition of a statement). Each such non-defaulting party who makes payment of its share of the unpaid amount shall be subrogated to the security rights of Operator mentioned above. The Operating Agreement grants similar security rights to Non-Operators to secure payment of the debts of Operator.

To give further effect to the provisions of the Operating Agreement, each Non-Operator does hereby grant unto Operator a first lien and mortgage in and to all of Non-Operator's oil and gas rights in the Contract Area, including all its right, title, and interest in the oil and gas leases and the leasehold estates in the Contract Area, and a security interest in all of Non-Operator's share of oil and gas extracted and produced from the Contract Area and Non-Operator's share and interest in the equipment used in the Contract Area, together with proceeds and products of all of the foregoing. This mortgage and security agreement shall secure payment of all indebtedness which may (or has) become due and owing to the Operator pursuant to the terms and conditions of the Operating Agreement. Operator grants a similar mortgage and security interest to each Non-Operator.

All prospective assignees, mortgagees, or other parties claiming some interest or acquiring some interest by, through, or under any of the above-mentioned parties are put on notice of the priority of the terms and provisions of the Operating Agreement and are further advised that Operator may now or in the future claim a lien against one or more of the Non-Operators under the terms of the Operating Agreement.

312050

RECORDED July 1 2005 1:40PM
IN BOOK 130 P26 PAGE 386
FEES $ 24.00 M Lobb DEPUTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
B. Cathy Barton

S:\Land\Agreements\PINEDALE 2005\Exh H JOA 3 APC_Outside.doc

MEMORANDUM OF OPERATING AGREEMENT (continued)

The Operating Agreement contains other provisions which limit and restrict the rights of the parties in relation to their specific interests in and to oil and gas rights. A true and correct copy of such Operating Agreement is available for inspection during business hours at the offices of Operator. Further, information as to amounts unpaid by individual Non-Operators in relation to which Operator presently claims a lien and security interest, are available for inspection to all proper persons in the office of Operator.

The Operating Agreement referred to above will terminate by its own terms pursuant to election made in "Article XIII – Term of Agreement".

This Memorandum may be executed in any number of counterparts. Counterparts may be combined to form a single instrument for recording purposes. All parties need not execute in order for the Memorandum to be effective. Failure of a party to execute is not intended to in any way limit the notice given by the filing of this Memorandum.

DATED this 30th day of June, 2005.

ANSCHUTZ PINEDALE CORPORATION (OPERATOR)

By: _____
Name: William A. Hafler
Title: President

STATE OF COLORADO §
§ ss
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 30th day of June, 2005, by William A. Hafler, as President of **ANSCHUTZ PINEDALE CORPORATION**, a Colorado corporation, on behalf of the corporation.

CHRISTINE HARRELL NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public in and for the State of Colorado

My commission expires: 12/12/08

ULTRA RESOURCES, INC. (NON-OPERATOR)

By: _____
Name: Tab Richards
Title: VP

STATE OF COLORADO §
§ ss
COUNTY OF Denver §

The foregoing instrument was acknowledged before me this 28th day of June, 2005, by Tab Richards, as Land Manager of **ULTRA RESOURCES, INC.**, a Wyoming corporation, on behalf of the corporation.

ANASTASIA BETTE TON-FIKE NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public in and for the State of Colorado

My commission expires: My Commission Expires June 1, 2009

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[redacted] [redacted] [redacted]

MEMORANDUM OF OPERATING AGREEMENT (continued)

LANCE OIL & GAS COMPANY, INC. (NON-OPERATOR)

By: _____
Name: Mark R. Petry, Attorney-in-Fact
Title:

STATE OF COLORADO §
§ ss
COUNTY OF Denver §

The foregoing instrument was acknowledged before me this 29th day of June, 2005, by Mark R. Petry, as Attorney-in-Fact of **LANCE OIL & GAS COMPANY, INC.**, a Delaware corporation, on behalf of the corporation.

GRETCHEN M DARNAY
Notary Public
State of Colorado

_____
Notary Public in and for the State of Colorado

My commission expires: 9/11/2007

MEMORANDUM OF OPERATING AGREEMENT (continued)

Oil and Gas Leases and/or Oil and Gas Interests Subject to this Agreement:

Township 32 North, Range 108 West, 6th P.M.
Section 20: E/2SE/4, SE/4NE/4
Section 21: E/2W/2, SW/4NW/4, NW/4SW/4
Section 28: E/2NW/4, NW/4NW/4, SW/4
Section 29: Lots 1-3, 4(40.30), 5(40.49), 6(40.60), 7(40.60), 8(40.49), E/2
Section 30: Lots 1(15.20), 2(15.62), 3(16.02), 4(16.44), E/2, E/2W/2
Section 31: Lots 1(17.79), 2(17.85), NE/4, N/2SE/4, E/2NW/4
Section 32: N/2, N/2SW/4
Section 33: NW/4

Township 32 North, Range 109 West, 6th P.M.
Section 5: Lot 1
Section 18: Lots 10-12
Section 19: Lots 1-12

Township 33 North, Range 109 West, 6th P.M.
Section 1: Lot 4
Section 2: Lot 1
Section 7: Lot 1
Section 12: SE/4NE/4, SE/4SW/4, SE/4
Section 13: NE/4, NE/4NW/4
Section 16: N/2, N/2SE/4, SE/4SE/4

[redacted] [redacted] [redacted]

EXHIBIT "H"

Attached to and made a part of that certain Operating Agreement dated June 30, 2005, by and between ANSCHUTZ PINEDALE CORPORATION, as Operator, and ULTRA RESOURCES, INC., et al., as Non Operators.

MEMORANDUM OF OPERATING AGREEMENT
(and Mortgage and Financing Statement)

KNOW ALL MEN BY THESE PRESENTS:

THAT, **ANSCHUTZ PINEDALE CORPORATION** (or such other party who may hereafter be designated and serve as Operator under the terms of the below-mentioned Operating Agreement), hereinafter referred to as "Operator", has entered into an Operating Agreement with **ULTRA RESOURCES, INC., LANCE OIL & GAS COMPANY, INC.**, and **ARROWHEAD RESOURCES (USA) LTD.**, as "Non-Operators".

Such Operating Agreement is dated June 30, 2005, as the same may have thereafter been amended. That such Operating Agreement provides generally for this joint exploration, development, and production of oil, gas, and other hydrocarbons lying in and under the following described lands, attached hereto, all in Sublette County, Wyoming.

That the Operating Agreement amends and restates the Joint Operating Agreement dated July 21, 2000 (the "2000 JOA") insofar and only insofar as the 2000 JOA covers the Contract Area of the Operating Agreement. Thus, the filing of this memorandum does not terminate any perfected security interests or recorded liens of any party or affect the priority thereof of any party created by the prior Memorandum of Operating Agreement recorded on October 22, 2001 at 9:20 A.M. in book 119 O&G, page 627, in Sublette County, Pinedale, Wyoming, but gives notice that such security interests, liens and priority continue in full force and effect.

That the Operating Agreement provides that every sale, encumbrance, transfer, or other disposition made by any party to the Agreement, shall be expressly subject to the terms and provisions of the Operating Agreement and shall be made without prejudice to the rights of all other parties to the Operating Agreement.

Among other material provisions of the Operating Agreement, Operator is granted a first lien upon all oil and gas rights of the parties in relation to the above-described land and a security interest in each party's share of oil and/or gas when extracted and each party's interest in all equipment. Such lien and security interest to secure payment of each party's share of expenses, together with interest, attributable to the joint exploration, drilling, and production of hydrocarbons from the above-described land. Operator is further entitled to exercise the rights and remedies of a secured party under the Uniform Commercial Code. Upon default by any Non-Operator in payment of its share of expenses, Operator has the right, without prejudice to other rights and remedies, to collect from purchaser the proceeds from the sale of such Non-Operator's share of oil and/or gas until the amount owed by such Non-Operator plus interest has been paid. Upon request by the Operator, non-defaulting parties shall reimburse Operator proportionately for amounts owed by any other Non-Operator (to the extent unpaid within sixty (60) days from rendition of a statement). Each such non-defaulting party who makes payment of its share of the unpaid amount shall be subrogated to the security rights of Operator mentioned above. The Operating Agreement grants similar security rights to Non-Operators to secure payment of the debts of Operator.

To give further effect to the provisions of the Operating Agreement, each Non-Operator does hereby grant unto Operator a first lien and mortgage in and to all of Non-Operator's oil and gas rights in the Contract Area, including all its right, title, and interest in the oil and gas leases and the leasehold estates in the Contract Area, and a security interest in all of Non-Operator's share of oil and gas extracted and produced from the Contract Area and Non-Operator's share and interest in the equipment used in the Contract Area, together with proceeds and products of all of the foregoing. This mortgage and security agreement shall secure payment of all indebtedness which may (or has) become due and owing to the Operator pursuant to the terms and conditions of the Operating Agreement. Operator grants a similar mortgage and security interest to each Non-Operator.

All prospective assignees, mortgagees, or other parties claiming some interest or acquiring some interest by, through, or under any of the above-mentioned parties are put on notice of the priority of the terms and provisions of the Operating Agreement and are further advised that Operator may now or in the future claim a lien against one or more of the Non-Operators under the terms of the Operating Agreement.

312051

RECORDED July 1 2005 1:42PM
IN BOOK 130 O&G PAGE 390
FEES $24.00 [illegible] CLERK
SUBLETTE COUNTY [illegible]

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MEMORANDUM OF OPERATING AGREEMENT (continued)

The Operating Agreement contains other provisions which limit and restrict the rights of the parties in relation to their specific interests in and to oil and gas rights. A true and correct copy of such Operating Agreement is available for inspection during business hours at the offices of Operator. Further, information as to amounts unpaid by individual Non-Operators in relation to which Operator presently claims a lien and security interest, are available for inspection to all proper persons in the office of Operator.

The Operating Agreement referred to above will terminate by its own terms pursuant to election made in "Article XIII – Term of Agreement".

This Memorandum may be executed in any number of counterparts. Counterparts may be combined to form a single instrument for recording purposes. All parties need not execute in order for the Memorandum to be effective. Failure of a party to execute is not intended to in any way limit the notice given by the filing of this Memorandum.

DATED this 30th day of June, 2005.

ANSCHUTZ PINEDALE CORPORATION (OPERATOR)

By: _____
Name:
Title:

STATE OF COLORADO §
§ ss
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 28th day of June, 2005, by _____, as _____ of **ANSCHUTZ PINEDALE CORPORATION**, a Colorado corporation, on behalf of the corporation.

CHRISTINE HARRELL NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public in and for the State of Colorado

My commission expires: 12/20/08

ULTRA RESOURCES, INC. (NON-OPERATOR)

By: _____
Name:
Title: AIF

STATE OF COLORADO §
§ ss
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this 28th day of June, 2005, by _____, as AIF of **ULTRA RESOURCES, INC.**, a Wyoming corporation, on behalf of the corporation.

CHRISTINE HARRELL NOTARY PUBLIC STATE OF COLORADO

_____
Notary Public in and for the State of Colorado

My commission expires: 12/20/08

[redacted] [redacted] [redacted]

LANCE OIL & GAS COMPANY, INC. (NON-OPERATOR)

By: _____
Name:
Title: Mark R. Petry, Attorney-In-Fact

STATE OF COLORADO §
§ ss
COUNTY OF Denver §

The foregoing instrument was acknowledged before me this 21st day of Dennis, 2005, by Mark R. Petry, as attorney-in-fact of **LANCE OIL & GAS COMPANY, INC.**, a Delaware corporation, on behalf of the corporation.

GRETCHEN M DARNAY
Notary Public
State of Colorado

_____
Notary Public in and for the State of Colorado

My commission expires: 9/11/2007

ARROWHEAD RESOURCES (USA) LTD. (NON-OPERATOR)

By: _____
Name:
Title:

PROVINCE OF BRITISH COLUMBIA §
§ ss
CITY OF VANCOUVER §

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by _____, as _____ of **ARROWHEAD RESOURCES (USA) LTD.**, a _____, on behalf of the _____.

_____
Notary Public

MEMORANDUM OF OPERATING AGREEMENT (continued)

LANCE OIL & GAS COMPANY, INC. (NON-OPERATOR)

By:_____
Name:
Title:

STATE OF COLORADO §
§ ss
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by _____, as _____ of **LANCE OIL & GAS COMPANY, INC.**, a Delaware corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Colorado

My commission expires:

ARROWHEAD RESOURCES (USA) LTD. (NON-OPERATOR)

By:_____
Name: Chris Schultze
Title: President

PROVINCE OF BRITISH COLUMBIA §
§ ss
CITY OF VANCOUVER §

The foregoing instrument was acknowledged before me this 23RD day of June, 2005, by Chris Schultze, as President of **ARROWHEAD RESOURCES (USA) LTD.**, a South Dakota Corporation, on behalf of the Corporation.

_____
Notary Ethan P. Minsky
Barrister & Solicitor
800 - 885 West Georgia Street
Vancouver BC V6C 3H1 Canada
Telephone: (604) 687-5700

Oil and Gas Leases and/or Oil and Gas Interests Subject to this Agreement:

Township 32 North, Range 108 West, 6th P.M.
Section 4: Lot 4, SWNW, W/2SW
Section 5: Lot 1, SENE
Section 7: Lots 1-7, SWNE, E/2NW, SESW, S/2SE
Section 8: SWSW
Section 17: Lots 1-3, SW
Section 18: Lots 2-7, S/2NE, SENW, E/2SW, SE
Section 19: Lots 1-4, E/2, E/2W/2
Section 20: W/2E/2, W/2
Section 21: SWSW
Section 28: SWNW

Township 32 North, Range 109 West, 6th P.M.
Section 1: Lot 4, S/2NW, SW, W/2SE, SESE
Section 2: Lots 1-4, S/2N/2, S/2
Section 3: Lots 1-3, S/2NE, SENW, NESW, SE
Section 4: Lots 5-7, 11-14
Section 10: W/2NE, W/2, SE
Section 14: W/2NW, SENW, SW, W/2SE, SESE
Section 15: E/2
Section 23: N/2, NESW, SE
Section 24: W/2NW, SENW, S/2

EXHIBIT "H"

Attached to and made a part of that certain Operating Agreement dated June 30, 2005, by and between ANSCHUTZ PINEDALE CORPORATION, as Operator, and ULTRA RESOURCES, INC., et al., as Non-Operators.

MEMORANDUM OF OPERATING AGREEMENT
(and Mortgage and Financing Statement)

KNOW ALL MEN BY THESE PRESENTS:

THAT, **ANSCHUTZ PINEDALE CORPORATION** (or such other party who may hereafter be designated and serve as Operator under the terms of the below-mentioned Operating Agreement), hereinafter referred to as "Operator", has entered into an Operating Agreement with **ULTRA RESOURCES, INC.** and **ANSBRO PETROLEUM COMPANY, LLC**, as "Non-Operators".

Such Operating Agreement is dated June 30, 2005, as the same may have thereafter been amended. That such Operating Agreement provides generally for this joint exploration, development, and production of oil, gas, and other hydrocarbons lying in and under the following described lands, attached hereto, all in Sublette County, Wyoming.

That the Operating Agreement shall amend and restate the Joint Operating Agreement dated September 13, 1999 (the "1999 JOA") insofar and only insofar as the 1999 JOA covers the Contract Area of this Agreement, and shall supersede and replace all other previous Joint Operating Agreements in their entirety with respect to the lands described herein as the Contract Area.

That the Operating Agreement provides that every sale, encumbrance, transfer, or other disposition made by any party to the Agreement, shall be expressly subject to the terms and provisions of the Operating Agreement and shall be made without prejudice to the rights of all other parties to the Operating Agreement.

Among other material provisions of the Operating Agreement, Operator is granted a first lien upon all oil and gas rights of the parties in relation to the above-described land and a security interest in each party's share of oil and/or gas when extracted and each party's interest in all equipment. Such lien and security interest to secure payment of each party's share of expenses, together with interest, attributable to the joint exploration, drilling, and production of hydrocarbons from the above-described land. Operator is further entitled to exercise the rights and remedies of a secured party under the Uniform Commercial Code. Upon default by any Non-Operator in payment of its share of expenses, Operator has the right, without prejudice to other rights and remedies, to collect from purchaser the proceeds from the sale of such Non-Operator's share of oil and/or gas until the amount owed by such Non-Operator plus interest has been paid. Upon request by the Operator, non-defaulting parties shall reimburse Operator proportionately for amounts owed by any other Non-Operator (to the extent unpaid within sixty (60) days from rendition of a statement). Each such non-defaulting party who makes payment of its share of the unpaid amount shall be subrogated to the security rights of Operator mentioned above. The Operating Agreement grants similar security rights to Non-Operators to secure payment of the debts of Operator.

To give further effect to the provisions of the Operating Agreement, each Non-Operator does hereby grant unto Operator a first lien and mortgage in and to all of Non-Operator's oil and gas rights in the Contract Area, including all its right, title, and interest in the oil and gas leases and the leasehold estates in the Contract Area, and a security interest in all of Non-Operator's share of oil and gas extracted and produced from the Contract Area and Non-Operator's share and interest in the equipment used in the Contract Area, together with proceeds and products of all of the foregoing. This mortgage and security agreement shall secure payment of all indebtedness which may (or has) become due and owing to the Operator pursuant to the terms and conditions of the Operating Agreement. Operator grants a similar mortgage and security interest to each Non-Operator.

All prospective assignees, mortgagees, or other parties claiming some interest or acquiring some interest by, through, or under any of the above-mentioned parties are put on notice of the priority of the terms and provisions of the Operating Agreement and are further advised that Operator may now or in the future claim a lien against one or more of the Non-Operators under the terms of the Operating Agreement.

312052

RECORDED July 1 2005 1:40pm
IN BOOK 130 846 PAGE 395
FEES $ 20.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
By Cathy Seaton

S:\Land\Agreements\PINEDALE 2005\Exh H JOA S APC_Outside_Ansbro.doc

[redacted] [redacted] [redacted]

MEMORANDUM OF OPERATING AGREEMENT (continued)

The Operating Agreement contains other provisions which limit and restrict the rights of the parties in relation to their specific interests in and to oil and gas rights. A true and correct copy of such Operating Agreement is available for inspection during business hours at the offices of Operator. Further, information as to amounts unpaid by individual Non-Operators in relation to which Operator presently claims a lien and security interest, are available for inspection to all proper persons in the office of Operator.

The Operating Agreement referred to above will terminate by its own terms pursuant to election made in "Article XIII – Term of Agreement".

This Memorandum may be executed in any number of counterparts. Counterparts may be combined to form a single instrument for recording purposes. All parties need not execute in order for the Memorandum to be effective. Failure of a party to execute is not intended to in any way limit the notice given by the filing of this Memorandum.

DATED this 30th day of June, 2005.

ANSCHUTZ PINEDALE CORPORATION (OPERATOR)

By: William Miller
Name: William J. Miller
Title: Attorney-in-Fact

STATE OF COLORADO §
§ ss
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 28th day of June, 2005, by William Miller, as President of **ANSCHUTZ PINEDALE CORPORATION**, a Colorado corporation, on behalf of the corporation.

ANASTASIA BETTERTON-FIKE NOTARY PUBLIC STATE OF COLORADO

My Commission Expires June 1 2009

Anastasia Betterton-Fike
Notary Public in and for the State of Colorado

My commission expires:

ULTRA RESOURCES, INC. (NON-OPERATOR)

By: [signature]
Name: Tab McGinley
Title: AIF

STATE OF COLORADO §
§ ss
COUNTY OF Denver §

The foregoing instrument was acknowledged before me this 28th day of June, 2005, by Tab McGinley, as Land Manager of **ULTRA RESOURCES, INC.**, a Wyoming corporation, on behalf of the corporation.

ANASTASIA BETTERTON-FIKE NOTARY PUBLIC STATE OF COLORADO

My Commission Expires June 1 2009

Anastasia Betterton-Fike
Notary Public in and for the State of Colorado

My commission expires:

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MEMORANDUM OF OPERATING AGREEMENT (continued)

ANSBRO PETROLEUM COMPANY, LLC (NON-OPERATOR)

By: Elizabeth A Brown
Name: Elizabeth A. Brown
Title: President

STATE OF COLORADO §
§ ss
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me this 29th day of June, 2005, by Elizabeth A. Brown, as President of **ANSBRO PETROLEUM COMPANY, LLC**, a Colorado limited liability company, on behalf of the company.

NOTARY PUBLIC
CECILY ANN VORUZ
STATE OF COLORADO

Cecily Ann Voruz
Notary Public in and for the State of Colorado

My commission expires:
January 27, 2006

Oil and Gas Leases and/or Oil and Gas Interests Subject to this Agreement:

Township 31 North, Range 108 West, 6th P.M.
Section 4: Lots 2 (40.24), 3(40.40), 4(40.56)

Township 32 North, Range 108 West, 6th P.M.
Section 4: Lots 2(35.28), 3(35.20), SWNE
Section 11: NE
Section 16: A tract in the NE, NENW, NESE, more fully described as follows: Beginning on the NE corner of Section 16, T32N-R108W, and running thence South a distance of 2,869.79 feet to Station No. 2; thence North 40 degrees 10.5' West a distance of 465.40 feet to Station No. 3; thence North 49 degrees 42' West a distance of 1,878.52 feet to Station No. 4; thence North 49 degrees 04' West a distance of 642.31 feet to Station No. 5; thence North 59 degrees 30' West a distance of 624.19 feet to Station No.6; thence North 50 degrees 45.5' East a distance of 912.63 feet to Station No. 7; thence 89 degrees 34' East a distance of 2,049 feet to Station No. 1, the point of beginning, containing 99.00 acres, more or less, EXCEPTING THEREFROM the following: a tract of land recorded in Sublette County, Wyoming in Book 7 of Deeds on Page 263, a tract of land recorded in Sublette County, Wyoming in Book 10 of Deeds on Page 179 and a tract of land recorded in Sublette County, Wyoming in Book 5 of Quit-Claim Deeds on Page 570
Section 21: E/2
Section 22: N/2, SW, N/2SE, S/2SE
Section 26: N/2S/2, a 121.23 acre tract in the N/2N/2 described in that certain Quitclaim Deed recorded at Book 3 of Quitclaim Deeds, Page 21
Section 27: SE, S/2NE, W/2 LESS AND EXCEPT a 5 acre tract described in that certain Quitclaim Deed, recorded at Book 1 of Quitclaim Deeds, Page 610; and N/2NE LESS AND EXCEPT a 60 foot Right of Way for a road along the South boundary of said N/2NE as described in that Quitclaim Deed recorded at Book 3 of Quitclaim Deeds, Page 21
Section 28: E/2
Section 33: E/2, SW
EXCEPTING AND RESERVING a tract in the SESE of Sec. 33, T32N-R108W more particularly described in Exhibit "A" of the Oil and Gas Lease recorded in Sublette County, Wyoming in Book 126 O&G at Page 116, and EXCEPTING AND RESERVING a tract in the SENE of Sec. 33, T32N-R108W more particularly described in Exhibit "A" of the Oil and Gas Lease recorded in Sublette County, Wyoming in Book 126 O&G at Page 116, containing 1371.20 acres, more or less
Section 34: NW, All of the SW lying South and East of the East Fork River

Township 33 North, Range 109 West, 6th P.M.
Section 13: E/2SE
Section 24: W/2W/2NW, less 1.99 acres

ASSIGNMENT OF WELLBORE INTEREST AND CONFIRMATION OF PAYOUT

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, pursuant to an Assignment of Wellbore Interest executed January 28, 1998 recorded in Book 107, Page 156 of the Sublette County, Wyoming records, **Donald B. Anderson Ltd.** (herein after known as Anderson) whose address is 6300 South Syracuse Way, Suite 470, Englewood, CO 80111, assigned to Celsius Energy Company, now know as Questar Exploration and Production Company (hereinafter known as "Questar"), whose address is Independence Plaza, 1050 Seventeenth Street, Suite 500, Denver, Colorado 80265, and True Oil Company, now know as True Oil LLC (herein after known as True), whose address is 895 West River Cross Road, Casper, Wyoming 82602, 100% of all of Anderson's interest in and to the Goat Hill 44-6 Wellbore located in the SE/4SE/4 of Section 6, Township 30 North, Range 113 West, 6th P.M., Sublette County, Wyoming:

WHEREAS, the rights assigned to Questar and True by the above described assignment were conveyed subject to Anderson's right to convert its before payout overriding royalty interest to an after payout 30% working interest in the Goat Hill 44-6 Wellbore;

WHEREAS, the Well paid out effective September 1, 2004 and Anderson has converted its before payout overriding royalty interest to a 30% working interest and it is now the intention of Questar, True and Anderson to place evidence of this conversion in the Sublette County, Wyoming records, and

NOW THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Questar and True hereby assign, transfer and convey unto Anderson, its respective successors and assigns, an undivided thirty percent (30%) of Questar's and True's right, title and interest in and to the Goat Hill 44-6 Wellbore located in the SE/4SE/4 of Section 6, Township 30 North, Range 113 West, 6th P.M., Sublette County, State of Wyoming, hereinafter referred to as the "Goat Hill 44-6 Well", together with the equipment used in conjunction therewith and the production therefrom, insofar as Questar's and True's interest in said wellbore is derived from the oil and gas leases described in Exhibit "A", attached hereto and made a part hereof, insofar only as the leases cover the land and depths described on Exhibit "A", which leases are described solely for reference purposes. The interests in the Goat Hill 44-6 Well assigned above are sometimes collectively referred to herein as the "Wellbore Interest."

This Assignment of Wellbore Interest and Confirmation of Payout is subject to the following agreements, terms, covenants and conditions:

1. The terms and conditions of all contracts and contractual obligations directly relating to said interest, including but not limited to the Farmout Agreement and the additional agreements listed below:

312113

RECORDED July 7 2005 10:05AM
IN BOOK 130 OPR PAGE 399
FEES $26.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Soto

[redacted] [redacted] [redacted]

a. Farmout Agreement dated October 3, 1997, effective August 1, 1997 by and between Donald B. Anderson Ltd. , Celsius Energy Company, now known as Questar Exploration and Production Companny, hereinafter known as the "Farmout Agreement".

b. Joint Operating Agreement dated August 1, 1997, by and between Celsius Energy Company, now known as Questar Exploration and Production Company, as operator and Donald B. Anderson Ltd. non-operator.

2. Anderson, by acceptance and execution of this Assignment of Wellbore Interest and Confirmation of Payout does hereby relinquish, in exchange for the working interest transferred herein, the overriding royalty interest defined in the Farmout Agreement and in the Assignment of Wellbore Interest as the "Convertible Overriding Royalty Interest". Effective as of the Effective Date hereof the Convertible Overriding Royalty Interest shall be deemed to no longer exist.

3. The terms and the express and implied covenants and conditions of the Leases described in Exhibit "A".

4. The overriding royalties, production payments, net profits obligations, carried working interests and other payments out of or with respect to production which were of record as of August 1, 1997 and with which said Wellbore Interest is encumbered. Anderson hereby assumes and agrees to pay, perform or carry, as the case may be, each of said overriding royalties, production payments, net profits obligations, carried working interests and other payments out of or with respect to production, to the extent that it is or remains a burden on the Wellbore Interest and accrues after September 1, 2004.

5. THE WELLBORE INTEREST, THE HYDROCARBONS AND ALL OTHER PROPERTY OR RIGHTS CONVEYED HEREUNDER ARE CONVEYED WITHOUT WARRANTY OF TITLE, EITHER EXPRESS OR IMPLIED EXCEPT THAT ASSIGNOR WARRANTS THE WELLBORE INTEREST AGAINST LAWFUL CLAIMS OF PERSONS CLAIMING THE SAME OR ANY PART THEREOF BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE. ALL PERSONAL PROPERTY CONVEYED HEREUNDER IS CONVEYED "AS IS," "WHERE IS," "WITH ALL FAULTS" AND IN ITS PRESENT CONDITION AND STATE OF REPAIR, AND MAKES NO AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED WHETHER BY COMMON LAW, STATUTE OR OTHERWISE AS TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OR CONDITION, AS TO ANY CLAIM BY ANDERSON FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN, OR AS TO ANY OTHER REPRESENTATION OR WARRANTY.

6. The terms, covenants and conditions hereof shall be binding upon, and shall inure to the benefit of, Anderson and their respective heirs, successors or assigns; and such terms, covenants and conditions shall be covenants running with the lands herein described and the Wellbore Interest herein assigned and with each transfer or assignment of the Wellbore Interest.

7. This Assignment of Wellbore Interest and Confirmation of Payout may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one assignment.

TO HAVE AND TO HOLD the interests conveyed herein unto Anderson, their respective successors and assigns, subject to the terms, covenants and conditions herein above set forth.

EXECUTED this 7th day of March, 2005, but effective as of September 1, 2004.

ATTEST:

QUESTAR EXPLORATION AND PRODUCTION COMPANY

By: _____
Name: J.B. Neese
Title: Executive Vice-President

ATTEST:

TRUE OIL LLC

By: _____
Name: _____
Title: _____

DONALD B. ANDERSON LTD.

By _____
Donald B. Anderson, General Partner

TO HAVE AND TO HOLD the interests conveyed herein unto Anderson, their respective successors and assigns, subject to the terms, covenants and conditions herein above set forth.

EXECUTED this 7th day of April, 2005, but effective as of September 1, 2004.

ATTEST:

QUESTAR EXPLORATION AND PRODUCTION COMPANY

_____

By: _____
Name: _____
Title: _____

ATTEST:

TRUE OIL LLC

_____

By: C. F. Pickard
Name: C. F. Pickard
Title: Attorney-in-Fact

DONALD B. ANDERSON LTD.

By Donald B Anderson
Donald B. Anderson, General Partner

ACKNOWLEDGEMENTS

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this 7th day of March, 2005 personally appeared before me, **J. B. Neese**, who , being by me duly sworn, did say that he is the Executive Vice-President of **Questar Exploration and Production Company**, a Texas corporation, and that said instrument was executed in behalf of said corporation by authority of a resolution of its Board of Directors and said J.B. Neese acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal.

My commission expires: 07-08-2008

Heather Lang
Notary Public

HEATHER LANG NOTARY PUBLIC STATE OF COLORADO

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by _____as _____of True Oil LLC.

WITNESS my hand and official seal.

My commission expires:

_____
Notary Public

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by Donald B. Anderson, General Partner of Donald B. Anderson Ltd.

WITNESS my hand and official seal.

My commission expires:

_____
Notary Public

[redacted] [redacted] [redacted]

ACKNOWLEDGEMENTS

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by _____ as _____ of Questar Exploration and Production Company.

WITNESS my hand and official seal.

My commission expires:

_____
Notary Public

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 7th day of April, 2005, by C. F. Pickard as Attorney-in-Fact of True Oil LLC.

WITNESS my hand and official seal.

NOTARY PUBLIC
HELEN M. SCOTT
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires May 3, 2007

My commission expires:

Helen M. Scott
Notary Public

STATE OF COLORADO)
)ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 7th day of June, 2005, by Donald B. Anderson, General Partner of Donald B. Anderson Ltd.

WITNESS my hand and official seal.

My commission expires:
10·13·08

Pamela B. Kingery
Notary Public

NOTARY PUBLIC
PAMELA B. KINGERY
STATE OF COLORADO

404

EXHIBIT "A"

Attached to and made a part of the certain Assignment of Wellbore Interest and Confirmation of Payout, dated, March 2, 2005, but effective as of September 1, 2004 by and between **Donald B. Anderson, Questar Exploration and Production** and **True Oil LLC.**

LEASE NUMBER:	00113-U-0200-00 (DBA) WY2550 (Qep)
LESSOR	United States of America (WYW-127755)
ORIGINAL LESSEE:	Donald B. Anderson Ltd
DATE:	November 1, 1992
DESCRIPTION	INSOFAR AND ONLY INSOFAR as the following leasehold is included in such wellbore, Township 30 North, Range 113 West, 6th PM Section 6: Lots 3-5, SE/4NW/4, W/2SE/4, SE/4SE/4 Sublette County, Wyoming Containing 287.37 acres more or less

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **Mountain Energy, LLC**, of 1801 Broadway, Suite 1250, Denver, Colorado 80202 (hereinafter referred to as "Assignor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby transfer, assign and convey unto the parties listed below (hereinafter referred to as "Assignees") in equal amounts an overriding royalty interest, free and clear of all cost and expense of development, operation and marketing, equal to the overriding royalty interest set forth on Exhibit "A". Said overriding royalty interest shall pertain to all oil, gas casinghead gas, and other hydrocarbon substances produced, saved, and marketed from the oil and gas leases and lands described on Exhibit "A" attached hereto and by this reference made a part hereof, insofar as said leases cover the described lands in Sublette County, Wyoming.

The Assignor, being the owner of the overriding royalty interest in the oil and gas leases and lands described on Exhibit "A", hereby conveys its interest or a portion of its interest to the Assignees below in the amounts listed on Exhibit "A".

Assignees

EAB Consulting Company, LLC
1444 S. Boulder Ave.
Tulsa, OK 74119-3604

Donegan LLC
3513 Georgia NE
Albuquerque, NM 87110

Assignor agrees to execute and deliver such other and additional instruments, notices, transfer order, and other documents, and to do all such other and further acts and things as may be reasonably necessary to more fully and effectively grant, convey and assign to Assignees the rights, interest and properties conveyed or intended to be conveyed hereby.

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignees, with all singular rights, privileges, and appurtenances thereunto or in any wise belonging to the said Assignees herein, their respective heirs, successors personal representatives, administrators, executors, and assigns forever.

EXECUTED and EFFECTIVE this 23rd day of June, 2005.

312145

RECORDED July 8 2005 9:30AM
IN BOOK 130 OAB PAGE 406
FEES $ 30.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

MOUNTAIN ENERGY, LLC.

By: [signature]
Steven R. Matre, Manager

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 he executed the same as his voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 23rd day of June, 2005.

[signature]
Notary Public

REBECCA L. HENDERSON NOTARY PUBLIC STATE OF COLORADO

MY COMMISSION EXPIRES 11/15/08

My Commission Expires 11/15/2008

EXHIBIT "A"

ATTACHED TO AND MADE PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST,
EFFECTIVE JUNE 23, 2005 BY AND BETWEEN
MOUNTAIN ENERGY, LLC, AS ASSIGNOR, AND EAB CONSULTING COMPANY, LLC, ET. AL. AS ASSIGNEES

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	GROSS ACRES	RECORDING DATA BOOK	RECORDING DATA PAGE	ORRI OWNED MOUNTAIN ENERGY	ORRI ASSIGNED EAB CONSULTING	ORRI ASSIGNED DONEGAN LLC
USA WYW-132829 Bureau of Land Management	High Plains Associates, Inc.	7/1/1994	TOWNSHIP 37 NORTH, RANGE 113 WEST, 6th P.M. SECTION 35: SE¼ SECTION 36: W½SW¼	240	N/A	N/A	.75%	.375%	.375%
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 SECTION 19: LOTS 1-4, E½W½, E½ SECTION 20: ALL SECTION 21: ALL SECTION 30: LOTS 1-2, NE¼, E½NW¼	7819.62	N/A	N/A	.75%	.375%	.375%
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	3.75%	.565%	.565%
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	3.75%	.565%	.565%
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	3.75%	.565%	.565%
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	960.00	102	583	3.75%	.565%	.565%

407

ATTACHED TO AND MADE PART OF THAT CERTAIN ASSIGNMENT OF OVERRIDING ROYALTY INTEREST,
EFFECTIVE JUNE 23, 2005 BY AND BETWEEN
MOUNTAIN ENERGY, LLC, AS ASSIGNOR, AND EAB CONSULTING COMPANY, LLC, ET. AL. AS ASSIGNEES

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	GROSS ACRES	RECORDING DATA BOOK	PAGE	ORRI OWNED MOUNTAIN ENERGY	ORRI ASSIGNED EAB CONSULTING	ORRI ASSIGNED DONEGAN LLC
			SECTION 14: W½ SECTION 24: W½						
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	1.875%	.2825%	.2825%

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ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, The Roy H. Dubitzky Trust
6663 So. Prescott Way
Littleton, CO 80120,
hereinafter called ASSIGNOR, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey unto: See the attached Exhilbit "A",
hereinafter called ASSIGNEE, his/its heirs and assigns, 100.0% of Assignors' overriding royalty interests of all oil, gas and other minerals produced, saved and marketed under the terms of the oil and gas lease(s) more particularly set forth and described on the attached Exhibit " B ", attached to and made a part hereof.

A. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of the above described oil and gas lease(s).

B. This assignment of overriding royalty is made without warranty of title, either express or implied.

C. If Assignor's interest of record in the above described oil and gas lease(s) is less than the entire interest, or if said oil and gas lease covers less than the entire fee or record title, then the above overriding royalty interest shall be reduced proportionately.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this 21st day of June, 2005.

Witness:

The Roy H. Dubitzky Trust

W. Clifton Arbuckle

Roy H. Dubitzky, Trustee

W. Clifton Arbuckle

Roy H. Dubitzky, Trustee

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 21st day of June, 2005, by Roy H. Dubitzky as Trustee of the Roy H. Dubitzky Trust.

Witness my hand and notarial seal.

JAXCENE L. HEINZE NOTARY PUBLIC STATE OF COLORADO

Notary Public

My Commission Expires: 1/4/08

312176
312176

RECORDED July 8 2005 3:10 PM
IN BOOK 130 O+G PAGE 409
FEES $ 15.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated June 21, 2005, by and between the Roy H. Dubitzky Trust and Dan Rodger Dubitzky, et al.

1. Dan Rodger Dubitzky — 1/3rd
   8350 Oddfellows Road NE
   Bainbridge Island, WA 98110

2. Jane Ann Dubitzky Revocable Trust — 1/3rd
   dated December 17, 2003
   520 South 5th Ave.
   Bozeman, MT 59715

3. Mary Gail Dubitzky Revocable Trust — 1/3rd
   U/T/D 9-26-96
   Mary Gail Dubitzky Trustee
   3028 Shetland Drive
   Pleasant Hill, CA 94523

EXHIBIT "B"

Attached to and made a part of that certain Assignment of Overriding Royalty dated June 21, 2005, by and between the Roy H. Dubitzky Trust and Dan Rodger Dubitzky, et al.

Sublette County, WY

Lessor: USA WYW-144994
Legal: INSOFAR AND ONLY INSOFAR AS LEASE COVERS:
T31N-R108W
Section 30: E½
32: W½

Lessor: USA WYW-06934
Legal: INSOFAR AND ONLY INSOFAR AS LEASE COVERS:
T31N-R108W
Section 29: W½

Lessor: USA WYW-144995
Legal: INSOFAR AND ONLY INSOFAR AS LEASE COVERS:
T31N-R108W
Section 17: SW
18: E½

Lessor: USA WYW-142265
Legal: INSOFAR AND ONLY INSOFAR AS LEASE COVERS:
T31N-R108W
Section 18: Lots 1-4, E½W½

Lessor: USA WYW-118159
Legal: INSOFAR AND ONLY INSOFAR AS LEASE COVERS:
T31N-R108W
Section 28: All

Lessor: USA WYW-015316
Legal: INSOFAR AND ONLY INSOFAR AS LEASE COVERS:
T31N-R108W
Section 29: E½
32: E½

Lessor: USA WYW-144993
Legal: INSOFAR AND ONLY INSOFAR AS LEASE COVERS:
Section 30: Lots 1-4, E½W½

ASSIGNMENT AND CONVEYANCE OF
OVERRIDING ROYALTY INTERESTS AND MINERAL INTERESTS

JEFFREY M. MAHON, TRUSTEE FOR THE CARL W. KLAENHAMMER REVOCABLE TRUST ("Assignor") of 300 Country Club Road, Casper, Wyoming does assign, convey and transfer to KFRT, LLC, care of Hilltop National Bank, Trust Department, P.O. Box 2680, Casper, Wyoming 82601, all of its interests, right and title to the following overriding royalty interests and mineral interests, insofar as said interests cover property situated in the County of Sublette, State of Wyoming, and more fully set forth in Exhibit "A," attached hereto and incorporated herein by reference.

This assignment is made without warranty of any sort or kind.

None of the interests above stated are subject to the homestead exemption or other exemption.

Dated this 30th day of June, 2005.

JEFFREY M. MAHON, Trustee of the Carl W. Klaenhammer Revocable Trust, Assignor

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

Acknowledged before me this 30th day of June, 2005 by Jeffrey M. Mahon, Trustee of the Carl W. Klaenhammer Revocable Trust, Assignor, to me personally known.

WITNESS my hand and notarial seal.

NOTARY PUBLIC
RHONDA L. FRANZEN
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires July 5, 2005

Notary Public

My Commission Expires: July 5, 2005

312199

RECORDED July 11 2005 11:05 AM
IN BOOK 130 OPR PAGE 412
FEES $ 25.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

ACCEPTANCE AND ACKNOWLEDGMENT OF RECEIPT

H. M. Klaenhammer, Manager for KFRT, LLC does hereby accept the assignment and conveyance of the above interests on behalf of KFRT, LLC.

Dated this 30th day of June, 2005.

H. M. Klaenhammer, Manager for KFRT, LLC,
Assignee

H M Klaenhammer

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

Acknowledged before me this 30th day of June, 2005, by H. M. Klaenhammer, Manager for KFRT, LLC, Assignee.

WITNESS my hand and notarial seal.

NOTARY PUBLIC
RHONDA L. FRANZEN
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires July 5, 2005

Rhonda L. Franzen
Notary Public

My Commission Expires: July 5, 2005

Exhibit A
Sublette County, Wyoming

Federal Lease Number: W-15345-A

Township 37 North Range 114 West
Sec 2: W2, less 16.5 acres
Sec 3: All less 16.5 acres
Sec 11: W2
Sec 14: NW

Federal Lease Number: W-15755

Township 37 North Range 114 West
Sec 23: E2

Federal Lease Number: W-16414

Township 33 North Range 114 West
Sec 18: Lots 1-4, SENW, W2SE, E2SW

Federal Lease Number: W-16419

Township 32 North Range 115 West
Sec 9: Lots 3, 4, S2
Sec 15: SE, W2
Sec 16: All
Sec 23: All

Federal Lease Number: W-16420

Township 32 North Range 115 West
Sec 21: All
Sec 27: All

Federal Lease Number: W-16420-A

Township 32 North Range 115 West
Sec 22: All
Sec 28: All

Federal Lease Number: W-21430

Township 36 North Range 115 West
Sec 2: All

Federal Lease Number: W-29933

Township 28 North Range 115 West
Sec 4: Lot 5

Federal Lease Number: W-45878

Township 28 North Range 115 West
Sec 4: Lot 6, SW

Federal Lease Number: W-60641

Township 33 North Range 114 West
Sec 19: Lots 1, 2, E2NW, W2NE

Federal Lease Number: W-60642

Township 33 North Range 114 West
Sec 19: Lots 3, 4, E2SW, SE

Federal Lease Number: W-132842

Township 37 North Range 114 West
Sec 25: SW

ASSIGNMENT AND CONVEYANCE OF
OVERRIDING ROYALTY INTERESTS AND MINERAL INTERESTS

H. M. KLAENHAMMER, TRUSTEE FOR THE H. M. KLAENHAMMER REVOCABLE TRUST ("Assignor") of 1335 South Wolcott Street, Casper, Wyoming does assign, convey and transfer to KFRT, LLC, care of Balzer Carman Murdock, LLC, 139 West Second Street, Suite 1B, Casper, Wyoming 82601, all of its interests, right and title to the following overriding royalty interests and mineral interests, insofar as said interests cover property situated in the County of Sublette, State of Wyoming, and more fully set forth in Exhibit "A," attached hereto and incorporated herein by reference.

This assignment is made without warranty of any sort or kind.

None of the interests above stated are subject to the homestead exemption or other exemption.

Dated this 30th day of June, 2005.

H M Klaenhammer Trustee
H. M. KLAENHAMMER, Trustee of the H. M. Klaenhammer Revocable Trust, Assignor

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

Acknowledged before me this 30th day of June, 2005 by H. M. Klaenhammer, Trustee of the H. M. Klaenhammer Revocable Trust, Assignor, to me personally known.

WITNESS my hand and notarial seal.

NOTARY PUBLIC
RHONDA L. FRANZEN
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires July 5, 2005

Rhonda L. Franzen
Notary Public

My Commission Expires: July 5, 2005

312200

RECORDED July 11 2005 11:05 AM
IN BOOK 130 076 PAGE 416
FEES $ 52.00 Mary L [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

ACCEPTANCE AND ACKNOWLEDGMENT OF RECEIPT

H. M. Klaenhammer, Manager for KFRT, LLC does hereby accept the assignment and conveyance of the above interests on behalf of KFRT, LLC.

Dated this 30th day of June, 2005.

H. M. Klaenhammer, Manager for KFRT, LLC,
Assignee

H M Klaenhammer

STATE OF WYOMING)
) SS.
COUNTY OF NATRONA)

Acknowledged before me this 30th day of June, 2005, by H. M. Klaenhammer, Manager for KFRT, LLC, Assignee.

WITNESS my hand and notarial seal.

NOTARY PUBLIC
RHONDA L. FRANZEN
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires July 5, 2005

Rhonda L. Franzen
Notary Public

My Commission Expires: July 5, 2005

[redacted] [redacted] [redacted]

Exhibit A
Sublette County, Wyoming

Federal Lease Number: W-0266346-A

Township 28 North Range 115 West
Sec 9: E2E2
Sec 10: SW

Federal Lease Number: W-0289523

Township 28 North Range 115 West
Sec 2: Lots 5-8, S2
Sec 3: Lots 5-8, S2
Sec 10: N2
Sec 11: N2

Federal Lease Number: W-0315726

Township 28 North Range 115 West
Sec 4: Lots 7-8, SE

Federal Lease Number: W-0323140

Township 28 North Range 115 West
Sec 15: NW

Federal Lease Number: W-12113

Township 37 North Range 114 West
Sec 10: NE, E2NW, S2, SWNW
Sec 15: All

Federal Lease Number: W-12571

Township 37 North Range 114 West
Sec 16: SE
Sec 22: W2NW, SW

Federal Lease Number: W-12572

Township 37 North Range 114 West
Sec 14: SW
Sec 23: W2

Federal Lease Number: W-12573-A

Township 37 North Range 114 West
Sec 21: E2

Federal Lease Number: W-12574

Township 37 North Range 114 West
Sec 22: E2SE
Sec 27: N2

Federal Lease Number: W-12574-A

Township 37 North Range 114 West
Sec 22: E2NW, W2SE

Federal Lease Number: W-15345-A

Township 37 North Range 114 West
Sec 3: All less 16.5 acres
Sec 11: W2
Sec 14: NW

Federal Lease Number: W-15349

Township 37 North Range 114 West
Sec 34: SWSW

Federal Lease Number: W-16414

Township 33 North Range 114 West
Sec 18: Lots 1-4, SENW, W2SE, E2SW

Federal Lease Number: W-60642

Township 33 North Range 114 West
Sec 19: Lots 3, 4 E2SW, SE

Federal Lease Number: W-16419

Township 32 North Range 115 West
Sec 9: Lots 3, 4, S2
Sec 15: SE, W2
Sec 16: All
Sec 23: All

Federal Lease Number: W-16420

Township 32 North Range 115 West
Sec 21: All
Sec 27: All

Federal Lease Number: W-16420-A

Township 32 North Range 115 West
Sec 22: All
Sec 28: All

Federal Lease Number: W-20138

Township 37 North Range 114 West
Sec 22: NE

Federal Lease Number: W-21431

Township 36 North Range 115 West
Sec 11: All
Sec 12: All
Sec 13: N2, SW, N2SE, SWSE
Sec 14: All

Federal Lease Number: W-2701

Township 28 North Range 115 West
Sec 8: NE, N2SE
Sec 9: W2NE, W2

Federal Lease Number: W-60641

Township 33 North Range 114 West
Sec 19: Lots 1, 2, E2NW, W2NE

Federal Lease Number: W-72871

Township 37 North Range 114 West
Sec 16: NW, E2SW
Sec 21: E2W2
Sec 28: E2, E2NW, NESW, S2SW
Sec 33: All

Federal Lease Number: W-132840

Township 37 North Range 114 West
Sec 2: W2

[redacted] [redacted] [redacted]

Federal Lease Number: W-45878

Township 28 North Range 115 West

Sec 4: Lot 6, SW

CORRECTIVE ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

THIS ASSIGNMENT made this 30 day of June, 2005, by and between JANET K. ZANS, sole Trustee of the Violet B. Larsen Living Trust, and any amendments thereto, dated September 26, 1988, of 210 Hay Street, Rock Springs, Sweetwater County, Wyoming 82901, hereinafter called "Assignor"; and VILO, LLC, a Wyoming limited liability company, whose address is 210 Hay Street, Rock Springs, Sweetwater County, Wyoming 82901, hereinafter called "Assignee";

W I T N E S S E T H:

For and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration in hand paid by the Assignee to Assignors, receipt whereof is hereby acknowledged, Assignor does hereby sell, convey, transfer, assign and set over unto Assignee, and its successors and assigns, all of the right, title, interest, claim and demand of Assignor, in and to all of the following described royalty interests, to-wit:

Lease USA W-048781

Township 27 North, Range 113 West, 6th P.M., Sublette County, Wyoming
Section 35: E½
Being an undivided 0.00437500 overriding royalty interest

TO HAVE AND TO HOLD the royalty and mineral interests and rentals hereby conveyed to Assignee, its successors and assigns forever.

This Corrective Assignment of Overriding Royalty Interest is being recorded to correct the legal description in that certain Assignment of Overriding Royalty Interest recorded February 18, 2003, in Book 124 Oil and Gas, Page 3.

IN WITNESS WHEREOF, JANET K. ZANS, sole Trustee of the Violet B. Larsen Living Trust, and any amendments thereto, dated September 26, 1988, has hereunto set her name the day and year first above written.

312203

RECORDED July 11 2005 12:00PM
IN BOOK 130 046 PAGE 423
FEES $8.00 M. [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

VIOLET B. LARSEN LIVING TRUST DATED SEPTEMBER 26, 1988,

By Janet K Zans, Her
Janet K. Zans, Trustee

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this 30 day of June, 2005, by JANET K. ZANS, sole Trustee of the Violet T. Larsen Living Trust, and any amendments thereto, dated September 26, 1988.

Witness my hand and official seal.

My commission expires:

SUSAN L. MITCHELL NOTARY PUBLIC COMMISSION EXPIRES JUNE 25TH, 2009 SWEETWATER COUNTY, WYOMING

Susan L. Mitchell
Notary Public

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

KNOW ALL BY THESE PRESENTS:

That Shell Rocky Mountain Production, LLC, a Delaware limited liability company with an address of 4582 So. Ulster Parkway, Suite 500, Denver, Colorado 80237 ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, convey, transfer, assign and deliver, without warranty of title, express or implied, the overriding royalty interests described on Exhibit A, attached hereto, which exhibit is hereby incorporated herein, said overriding royalties to cover only those leases , lands and horizons described on said exhibit, unto the following ("Assignees"):

ASSIGNEE

Jonah LLC, a Wyoming limited liability company
P.O. Box 50190
Casper, Wyoming 82605-0190

Yvonneda M. Martin
Trustee of the Vonnie M. Martin Living Trust
dated December 22, 2000
1790 Diamond Hitch
Jackson, Wyoming 83001

W.N. McMurry, Trustee of the W.N. McMurry Revocable Trust
P.O. Box 2488
Casper, Wyoming 82602

MAP 2003-NET, an Oklahoma general partnership
100 Park Avenue, Suite 1008
Oklahoma City, Oklahoma 73102

312272

Tomcat Royalty Partnership
P.O. Box 587
Marlow, Oklahoma 73055

RECORDED July 14 05 8:25a
IN BOOK 130 Q+G PAGE 424
FEES $ 13.00 Mary Lou Hyde
SUBLETTE COUNTY CLERK By Cathy Soden

Logan Minerals, LLC
324 Garden Street
Golden, Colorado 80403

Nerd Royalties LLC, a Wyoming flexible limited liability company
5410 E. 22nd Street
Casper, Wyoming 82609

Pinedale Crest Royalties, a Trade Name in the State of Wyoming only for
Noble Royalties, Inc., a Texas corporation
13601 Preston Road, Suite 1008 West
Dallas, Texas 75240

The overriding royalty interests herein conveyed to each of the above Assignees are shown in that column on Exhibit "A" underneath each Assignee's name and shall apply both to oil, gas and other hydrocarbons that are produced and sold as well as to such substances that are produced and used for fuel or other purposes. The overriding royalty interests being conveyed on this Assignment are subject to the following provisions.

1. The percentage overriding royalty interests conveyed are not subject to proportionate reduction even though Assignor may own less than the entire working interest in the oil and gas leases described on Exhibit "A".

2. The interests conveyed (both before and after "Payout") are limited to those horizons indicated on Exhibit "A".

3. Except as otherwise indicated in paragraph 8 below, the term "Payout" as used in this exhibit refers to payout as calculated under the terms of the paragraph 9(b) of that certain Farmout Agreement dated July 16, 1996 between Meridian Oil, Inc. ("Meridian") and McMurry Oil Company covering portions of the then existing New Fork Unit in Sublette County, Wyoming (the "Farmout Agreement"). Payout is calculated on a well by well basis under the Farmout Agreement.

4. Exhibit "A" indicates "Before Payout" and "After Payout" percentages with respect to certain tracts described below on the following pages which consist of the 160 acre governmental subdivision (or its equivalent in the event of an irregular section) on which each of the "Earning Wells" have been drilled pursuant to the Farmout Agreement (the "Earning Well Drillsites"). Notwithstanding anything herein to the contrary, the "Before Payout" Percentages set forth below apply only to oil, gas and associated hydrocarbons produced from:

(a) The wellbores of the following "Earning Wells" drilled under the Farmout Agreement prior to payout of the applicable Earning Well:

Block A Earning Well	Pinedale Federal 13-2A located in the SW/4SW/4 of Section 2, Township 31 North, Range 109 West
Block B Earning Well	Pinedale Federal 1-14 located in the NE4NE/4 Section 14, Township 31 North, Range 109 West
Block C Earning Well	Pinedale Federal 13-19 located in the SW/4SW/4 (*i.e.*, Lot 4) of Section 19, Township 31 North, Range 108 West
Block D Earning Well	New Fork Federal 13-32 located in the SW/4SW/4 of Section 32, Township 31 North, Range 108 West
Block E Earning Well	New Fork Unit 13-10 located in the SW/4SW/4 of Section 10, Township 30 North, Range 108 West; and

(b) The wellbores of those "additional wells" referred to in paragraph 9(e) of the Farmout Agreement which are located within the same governmental 160 acre subdivision (or its equivalent in the event of an irregular section) on which one of the five Earning Wells (described above) is located, the drilling of which is commenced before the occurrence of Payout on the applicable Earning Well and to the extent that Meridian (or its successors in interest) has failed to elect to convert its Before Payout overriding royalty to an operating rights interest as provided in paragraph 9(e) of the Farmout Agreement; and

(c) The wellbores of each of those wells located on the same 160 acre governmental subdivision (or its equivalent in the event of an irregular section) on which one of the above Earning Wells is located, the drilling of which is commenced on or after the occurrence of Payout on the applicable Earning Well to the extent that Meridian (or its successors in interest) has failed to elect to convert its Before Payout overriding royalty interest in such 160 acre Earning Well Drillsite to an operating rights interest as provided in paragraph 9(a) of the Farmout Agreement.

5. Notwithstanding anything herein to the contrary, to the extent that Meridian (or its successors in interest) does not elect under the Farmout Agreement to convert its Before Payout overriding royalty interest to an operating rights interest with respect to any of the wells described in paragraph 4 above, the "Before Payout" interest described below with respect

to the lands from which such well is producing shall continue to apply after Payout has been achieved on such well and the "After Payout" percentage specified below with respect to the production of oil, gas and associated hydrocarbons produced from such well shall be deemed to be the same as the "Before Payout" percentage. The "After Payout" percentages set forth below shall apply only to oil, gas and associated hydrocarbons produced from those wells with respect to which and to the extent that Meridian (or its successors in interest) has elected to convert its Before Payout overriding royalty to an operating rights interest as provided in the Farmout Agreement.

6. The effective date of this assignment shall be different with respect to the overriding interests conveyed in each of the five drilling Blocks covered by the Farmout Agreement (*i.e.*, Blocks A, B, C, D, and E) and described below. With respect to those overriding royalties conveyed in each Block, the effective date of the assignment shall be the date of first production of gas and associated hydrocarbons from the Earning Well for that Block as described in paragraph 4 above.

7. Neil A. McMurry has conveyed and does hereby assign and convey unto Nerd Royalties LLC ("Nerd") all of his interest in and to all undistributed proceeds of oil, gas and other hydrocarbons produced from the lands described on Exhibit "A" prior to 12:01 A.M. at the wellhead on April 1, 2004. Nerd and Neil A. McMurry have sold all of their overriding royalty interests in the lands described on Exhibit "A" with respect to oil, gas and associated hydrocarbons produced from and after 12:01 A.M. on April 1, 2004 to Pinedale Crest Royalties. Therefore, with respect to each Block described on Exhibit "A", each of the overriding royalty interests conveyed herein to Nerd Royalties, LLC is limited to only that production of oil, gas and other hydrocarbons produced from and after the applicable effective date and prior to 12:01 A.M. at the wellhead on April 1, 2004. All overriding royalty interests conveyed herein to Nerd's successor, Pinedale Crest Royalties, are effective only with respect to oil gas and other hydrocarbons produced from and after 12:01 A.M. at the wellhead on April 1, 2004.

8. W.N. McMurry in his individual capacity has conveyed and does hereby assign and convey unto W.N. McMurry as Trustee of the W.N. McMurry Revocable Trust all of his interest in and to all undistributed proceeds of oil, gas and other hydrocarbons produced and saved from the lands described on Exhibit "A" prior to 12:01 A.M. at the wellhead on May 1, 2004. W.N. McMurry in his individual capacity and as Trustee of the W.N. McMurry Revocable Trust ("McMurry") has sold all of his overriding royalty interest in the lands described on Exhibit "A" with respect to oil, gas and other hydrocarbons produced from and after May 1, 2004 to MAP2003-NET, Tomcat Royalty Partners and Andy Logan. Andy Logan has conveyed all of his interest in such production to Logan Minerals, LLC. Therefore, with respect to each Block described on Exhibit "A" the interests conveyed herein to W.N. McMurry as Trustee are limited to that production of oil, gas and other hydrocarbons produced from and after the applicable effective date and prior to 12:01 A.M. at the wellhead on May 1, 2004. All interests conveyed herein to McMurry's successors, MAP 2003-NET, Tomcat Royalty Partnership and Logan Minerals, LLC, are effective only with respect to oil, gas and other hydrocarbons produced, from and after 12:01 A.M. at the wellhead on May 1, 2004.

9. Except as otherwise indicated herein, the percentage interests described on Exhibit "A" which are being conveyed to each assignee shall apply to all oil, gas and associated hydrocarbons produced after the applicable effective date described in paragraph 6 above.

10. The Before Payout and After Payout percentages set forth below with respect to the NE/4SW/4 of Section 24, T.31N., R.109W., 6th P.M. in Block C apply only with respect to production of oil, gas and associated hydrocarbons from the New Fork Federal 11-24 Well and attributable to the horizons described in this exhibit. Payout with respect to this well refers to payout of the 100%-300% nonconsent penalty incurred by Ultra Resources, Inc. in connection with the drilling of this well under the existing Joint Operating Agreement governing operations on such well. As to production from all other wells that may be drilled

in the NE/4SW/4 of Section 24 and attributable to the horizons described in this exhibit, the After Payout percentage shall apply both before and after payout.

11. All overriding royalty interests herein conveyed shall be subject to the terms of all existing joint operating agreements now in effect among Assignor and other working interest owners insofar as said Operating Agreements cover the lands described on Exhibit "A".

This instrument may be executed in multiple counterparts and is executed as of this 29th day of December, 2004 to be effective with respect to each lease block described Exhibit "A" as of the date of first production from the corresponding "Earning Well" described on said exhibit for such lease block. Duplicate original copies of this Assignment have been executed for filing with the Wyoming State Office of the Bureau of Land Management and for recording in the records of Sublette County, Wyoming. Each of these instruments shall be construed as conveying the same and not additional interests.

SHELL ROCKY MOUNTAIN PRODUCTION LLC,
ASSIGNOR

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

JONAH LLC, a Wyoming limited liability company

By:_____
Name:_____
Title:_____

_____
YVONNEDA M. MARTIN, Trustee of the Vonnie M. Martin Living Trust dated December 22, 2000

_____
W.N. McMURRY, individually and as Trustee of the W.N. McMurry Revocable Trust

MAP 2003-NET, an Oklahoma general partnership

By:_____
Name:_____
Title:_____

LOGAN MINERALS, LLC, a Colorado limited liability company

By:_____
Name:_____
Title:_____

in the NE/4SW/4 of Section 24 and attributable to the horizons described in this exhibit, the After Payout percentage shall apply both before and after payout.

11. All overriding royalty interests herein conveyed shall be subject to the terms of all existing joint operating agreements now in effect among Assignor and other working interest owners insofar as said Operating Agreements cover the lands described on Exhibit "A".

This instrument may be executed in multiple counterparts and is executed as of this 29th day of December, 2004 to be effective with respect to each lease block described Exhibit "A" as of the date of first production from the corresponding "Earning Well" described on said exhibit for such lease block. Duplicate original copies of this Assignment have been executed for filing with the Wyoming State Office of the Bureau of Land Management and for recording in the records of Sublette County, Wyoming. Each of these instruments shall be construed as conveying the same and not additional interests.

SHELL ROCKY MOUNTAIN PRODUCTION LLC,
ASSIGNOR

By:_____
Name:_____
Title:_____

JONAH LLC, a Wyoming limited liability company

By:_____
Name: JOHN W. MARTIN
Title: PRESIDENT

_____
YVONNEDA M. MARTIN, Trustee of the Vonnie M. Martin Living Trust dated December 22, 2000

_____
W.N. McMURRY, individually and as Trustee of the W.N. McMurry Revocable Trust

MAP 2003-NET, an Oklahoma general partnership

By:_____
Name:_____
Title:_____

TOMCAT ROYALTY PARTNERSHIP

By:_____
Name:_____
Title:_____

in the NE/4SW/4 of Section 24 and attributable to the horizons described in this exhibit, the After Payout percentage shall apply both before and after payout.

11. All overriding royalty interests herein conveyed shall be subject to the terms of all existing joint operating agreements now in effect among Assignor and other working interest owners insofar as said Operating Agreements cover the lands described on Exhibit "A".

This instrument may be executed in multiple counterparts and is executed as of this 29th day of December, 2004 to be effective with respect to each lease block described Exhibit "A" as of the date of first production from the corresponding "Earning Well" described on said exhibit for such lease block. Duplicate original copies of this Assignment have been executed for filing with the Wyoming State Office of the Bureau of Land Management and for recording in the records of Sublette County, Wyoming. Each of these instruments shall be construed as conveying the same and not additional interests.

SHELL ROCKY MOUNTAIN PRODUCTION LLC,
ASSIGNOR

By:_____
Name:_____
Title:_____

JONAH LLC, a Wyoming limited liability company

By:_____
Name:_____
Title:_____

_____
YVONNEDA M. MARTIN, Trustee of the Vonnie M. Martin Living Trust dated December 22, 2000

_____
W.N. McMURRY, individually and as Trustee of the W.N. McMurry Revocable Trust

MAP 2003-NET, an Oklahoma general partnership

By:_____
Name:_____
Title:_____

TOMCAT ROYALTY PARTNERSHIP

By:_____
Name:_____
Title:_____

[redacted] [redacted] [redacted]

in the NE/4SW/4 of Section 24 and attributable to the horizons described in this exhibit, the After Payout percentage shall apply both before and after payout.

11. All overriding royalty interests herein conveyed shall be subject to the terms of all existing joint operating agreements now in effect among Assignor and other working interest owners insofar as said Operating Agreements cover the lands described on Exhibit "A".

This instrument may be executed in multiple counterparts and is executed as of this 29th day of December, 2004 to be effective with respect to each lease block described Exhibit "A" as of the date of first production from the corresponding "Earning Well" described on said exhibit for such lease block. Duplicate original copies of this Assignment have been executed for filing with the Wyoming State Office of the Bureau of Land Management and for recording in the records of Sublette County, Wyoming. Each of these instruments shall be construed as conveying the same and not additional interests.

SHELL ROCKY MOUNTAIN PRODUCTION LLC,
ASSIGNOR

By:_____
Name:_____
Title:_____

JONAH LLC, a Wyoming limited liability company

By:_____
Name:_____
Title:_____

_____
YVONNEDA M. MARTIN, Trustee of the Vonnie M. Martin Living Trust dated December 22, 2000

_____
W.N. McMURRY, individually and as Trustee of the W.N. McMurry Revocable Trust

MAP 2003-NET, an Oklahoma general partnership

By:_____
Name:_____
Title:_____

TOMCAT ROYALTY PARTNERSHIP

By:_____
Name:_____
Title:_____

in the NE/4SW/4 of Section 24 and attributable to the horizons described in this exhibit, the After Payout percentage shall apply both before and after payout.

11. All overriding royalty interests herein conveyed shall be subject to the terms of all existing joint operating agreements now in effect among Assignor and other working interest owners insofar as said Operating Agreements cover the lands described on Exhibit "A".

This instrument may be executed in multiple counterparts and is executed as of this 29th day of December, 2004 to be effective with respect to each lease block described Exhibit "A" as of the date of first production from the corresponding "Earning Well" described on said exhibit for such lease block. Duplicate original copies of this Assignment have been executed for filing with the Wyoming State Office of the Bureau of Land Management and for recording in the records of Sublette County, Wyoming. Each of these instruments shall be construed as conveying the same and not additional interests.

SHELL ROCKY MOUNTAIN PRODUCTION LLC,
ASSIGNOR

By:_____
Name:_____
Title:_____

JONAH LLC, a Wyoming limited liability company

By:_____
Name:_____
Title:_____

_____
YVONNEDA M. MARTIN, Trustee of the Vonnie M. Martin Living Trust dated December 22, 2000

_____
W.N. McMURRY, individually and as Trustee of the W.N. McMurry Revocable Trust

MAP 2003-NET, an Oklahoma general partnership
By: MINERAL ACQUISITION PARTNERS, INC General Partner

By: Carolyn L. Frans
Name: Carolyn L. Frans
Title: Vice President

TOMCAT ROYALTY PARTNERSHIP

By:_____
Name:_____
Title:_____

in the NE/4SW/4 of Section 24 and attributable to the horizons described in this exhibit, the After Payout percentage shall apply both before and after payout.

11. All overriding royalty interests herein conveyed shall be subject to the terms of all existing joint operating agreements now in effect among Assignor and other working interest owners insofar as said Operating Agreements cover the lands described on Exhibit "A".

This instrument may be executed in multiple counterparts and is executed as of this 29th day of December, 2004 to be effective with respect to each lease block described Exhibit "A" as of the date of first production from the corresponding "Earning Well" described on said exhibit for such lease block. Duplicate original copies of this Assignment have been executed for filing with the Wyoming State Office of the Bureau of Land Management and for recording in the records of Sublette County, Wyoming. Each of these instruments shall be construed as conveying the same and not additional interests.

SHELL ROCKY MOUNTAIN PRODUCTION LLC,
ASSIGNOR

By:_____
Name:_____
Title:_____

JONAH LLC, a Wyoming limited liability company

By:_____
Name:_____
Title:_____

_____
YVONNEDA M. MARTIN, Trustee of the Vonnie M. Martin Living Trust dated December 22, 2000

_____
W.N. McMURRY, individually and as Trustee of the W.N. McMurry Revocable Trust

MAP 2003-NET, an Oklahoma general partnership

By:_____
Name:_____
Title:_____

TOMCAT ROYALTY PARTNERSHIP

By: Charles W Brown
Name: Charles W. Brown
Title: Managing Partner

LOGAN MINERALS, LLC, a Colorado limited liability company

By: Andrew M Logan
Name: ANDrew M LOGAN
Title: MANAGER

NERD ROYALTIES LLC, a Wyoming flexible limited liability company

By: _____
NEIL A. MCMURRY, MANAGER/MEMBER

_____
NEIL A. MCMURRY

PINEDALE CREST ROYALTIES, a Trade Name in State of Wyoming only for NOBLE ROYALTIES, INC., a Texas corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 10th day of March, 200 5, by _____ as _____ on behalf of Shell Rocky Mountain Production LLC, a Delaware limited liability company.

Witness my hand an official seal.

My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 200___, by _____ as _____ on behalf of Jonah LLC, a Wyoming limited liability company.

Witness my hand an official seal.

My commission expires:

[SEAL]

_____
Notary Public

LOGAN MINERALS, LLC, a Colorado limited liability company

By:_____
Name:_____
Title:_____

NERD ROYALTIES LLC, a Wyoming flexible limited liability company

By:_____
NEIL A. MCMURRY, MANAGER/MEMBER

_____
NEIL A. MCMURRY

PINEDALE CREST ROYALTIES, a Trade Name in State of Wyoming only for NOBLE ROYALTIES, INC., a Texas corporation

By:_____
Name:_____
Title:_____

STATE OF_____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____ as _____ on behalf of Shell Rocky Mountain Production LLC, a Delaware limited liability company.

Witness my hand an official seal.

My commission expires:

[SEAL]

_____
Notary Public

STATE OF_____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 200__ by _____ as _____ on behalf of Jonah LLC, a Wyoming limited liability company.

Witness my hand an official seal.

My commission expires:

[SEAL]

_____
Notary Public

LOGAN MINERALS, LLC, a Colorado limited liability company

By:_____
Name:
Title:_____

NERD ROYALTIES LLC, a Wyoming flexible limited liability company

By:_____
NEIL A. MCMURRY, MANAGER/MEMBER

_____
NEIL A. MCMURRY

PINEDALE CREST ROYALTIES, a Trade Name in State of Wyoming only for NOBLE ROYALTIES, INC., a Texas corporation

By: A. Scott Noble
Name: A. Scott Noble
Title: President / CEO

STATE OF_____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 200___, by _____ as _____ on behalf of Shell Rocky Mountain Production LLC, a Delaware limited liability company.

Witness my hand an official seal.

My commission expires:

[SEAL]

_____
Notary Public

STATE OF_____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 200___, by _____ as _____ on behalf of Jonah LLC, a Wyoming limited liability company.

Witness my hand an official seal.

My commission expires:

[SEAL]

_____
Notary Public

LOGAN MINERALS, LLC, a Colorado limited liability company

By:_____
Name:_____
Title:_____

NERD ROYALTIES LLC, a Wyoming flexible limited liability company

By:_____
NEIL A. MCMURRY, MANAGER/MEMBER

_____
NEIL A. MCMURRY

PINEDALE CREST ROYALTIES, a Trade Name in State of Wyoming only for NOBLE ROYALTIES, INC., a Texas corporation

By:_____
Name:_____
Title:_____

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 21st day of JANUARY, 2005, by B.O. EUBANKS as ATTORNEY-IN-FACT on behalf of Shell Rocky Mountain Production LLC, a Delaware limited liability company.

Witness my hand an official seal.

My commission expires:

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

Gayle Kacal
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 200___, by _____ as _____ on behalf of Jonah LLC, a Wyoming limited liability company.

Witness my hand an official seal.

My commission expires:

[SEAL]

_____
Notary Public

LOGAN MINERALS, LLC, a Colorado limited liability company

By:_____
Name:_____
Title:_____

NERD ROYALTIES LLC, a Wyoming flexible limited liability company

By:_____
NEIL A. MCMURRY, MANAGER/MEMBER

_____
NEIL A. MCMURRY

PINEDALE CREST ROYALTIES, a Trade Name in State of Wyoming only for NOBLE ROYALTIES, INC., a Texas corporation

By:_____
Name:_____
Title:_____

STATE OF_____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 200___, by _____ as _____ on behalf of Shell Rocky Mountain Production LLC, a Delaware limited liability company.

Witness my hand an official seal.

My commission expires:

[SEAL]

_____
Notary Public

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 4th day of February, 2005, by John W. Marshall as Member on behalf of Jonah LLC, a Wyoming limited liability company.

Witness my hand an official seal.

My commission expires: July 9, 2008

[SEAL]

NOTARY PUBLIC
Laura L. Skiles
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires July 9, 2008

Laura L. Skiles
Notary Public

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 1st day of February, 200 5, by Yvonneda M. Martin, Trustee of the Vonnie M. Martin Living Trust dated December 22, 2000.

Witness my hand an official seal.
My commission expires: November 1, 2007

[SEAL]

ROBERT [illegible] SIGGS
[illegible]
Salt Lake City, UT 84108
My Commission Expires Nov 1, 2007
State of Utah

Robert Biggs
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 200___, by W.N. McMurry, individually and as Trustee of the W.N. McMurry Revocable Trust.

Witness my hand an official seal.

My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 200___, by _____ as _____ on behalf of MAP 2003-NET, an Oklahoma general partnership.

Witness my hand an official seal.

My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 200___, by _____ as _____ on behalf of Tomcat Royalty Partnership.

Witness my hand an official seal.

My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 200___, by Yvonneda M. Martin, Trustee of the Vonnie M. Martin Living Trust dated December 22, 2000.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 21st day of January, 2005, by W.N. McMurry, individually and as Trustee of the W.N. McMurry Revocable Trust.

Witness my hand an official seal.

My commission expires:

[SEAL]

JODI RAMSOUR Notary Public
County of Natrona State of Wyoming
My commission Expires October 7, 2007

Jodi Ramsour
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 200___, by _____ as _____ on behalf of MAP 2003-NET, an Oklahoma general partnership.

Witness my hand an official seal.

My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 200___, by _____ as _____ on behalf of Tomcat Royalty Partnership.

Witness my hand an official seal.

My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 200___, by Yvonneda M. Martin, Trustee of the Vonnie M. Martin Living Trust dated December 22, 2000.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 200___, by W.N. McMurry, individually and as Trustee of the W.N. McMurry Revocable Trust.

Witness my hand an official seal.

My commission expires:

[SEAL]

_____
Notary Public

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 15th day of March, 200 5, by Carolyn L. Frans as Vice President on behalf of MAP 2003-NET, an Oklahoma general partnership.

Witness my hand an official seal.

My commission expires: Sept. 10, 2007

DEBBIE D. PERKINS NOTARY PUBLIC # 03011654 EXP. [SEAL] IN AND FOR STATE OF OKLAHOMA OKLAHOMA COUNTY

Debbie D. Perkins
Commission # 03011654
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 200___, by _____ as _____ on behalf of Tomcat Royalty Partnership.

Witness my hand an official seal.

My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 200___, by Yvonneda M. Martin, Trustee of the Vonnie M. Martin Living Trust dated December 22, 2000.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 200___, by W.N. McMurry, individually and as Trustee of the W.N. McMurry Revocable Trust.

Witness my hand an official seal.

My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 200___, by _____ as _____ on behalf of MAP 2003-NET, an Oklahoma general partnership.

Witness my hand an official seal.

My commission expires:

[SEAL]

_____
Notary Public

STATE OF Stephens)
) ss.
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 20 day of April, 2005, by Charles W. Brown as Managing Partner on behalf of Tomcat Royalty Partnership.

Witness my hand an official seal.

My commission expires: 2-12-08

PATTY N. BORN NOTARY PUBLIC COMM. NO 04001379 EXP. 02 12 08 IN AND FOR STATE OF OKLAHOMA STEPHENS COUNTY

My Commission number: 04001379

[SEAL]

Patty N Born
Notary Public

STATE OF_____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 10th day of March, 200 5, by Andrew M Logan as Manager on behalf of Logan Minerals, LLC, a Colorado limited liability company

Witness my hand an official seal.

My commission expires:

[SEAL]

My Commission Expires
04/29/2006

Notary Public

STATE OF Colorado)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this ____ day of _____, 200___, by Neil A. McMurry individually and as Manager/Member on behalf of Nerd Royalties LLC, a Wyoming flexible limited liability company.

Witness my hand an official seal.

My commission expires:

[SEAL]

Notary Public

STATE OF_____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 200___, by _____ as _____ on behalf of Pinedale Crest Royalties, a Trade Name in the State of Wyoming only for Nobel Royalties, Inc., a Texas corporation.

Witness my hand an official seal.

My commission expires:

[SEAL]

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 200___, by _____ as _____ on behalf of Logan Minerals, LLC, a Colorado limited liability company

Witness my hand an official seal.

My commission expires:

[SEAL]

_____
Notary Public

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 7th day of June, 200 5, by Neil A. McMurry individually and as Manager/Member on behalf of Nerd Royalties LLC, a Wyoming flexible limited liability company.

Witness my hand an official seal.

My commission expires: 6 April 2007

[SEAL]

THOMAS R. BLEVINS - NOTARY PUBLIC
County of Natrona State of Wyoming
My Commission Expires April 6, 2007

Thomas R Blevins
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 200___, by _____ as _____ on behalf of Pinedale Crest Royalties, a Trade Name in the State of Wyoming only for Nobel Royalties, Inc., a Texas corporation.

Witness my hand an official seal.

My commission expires:

[SEAL]

_____
Notary Public

STATE OF_____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 200___, by _____ as _____ on behalf of Logan Minerals, LLC, a Colorado limited liability company

Witness my hand an official seal.

My commission expires:

[SEAL]

_____
Notary Public

STATE OF_____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 200___, by Neil A. McMurry individually and as Manager/Member on behalf of Nerd Royalties LLC, a Wyoming flexible limited liability company.

Witness my hand an official seal.

My commission expires:

[SEAL]

_____
Notary Public

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 10 day of MARCH, 2005, by A. Scott Noble as President/CEO on behalf of Pinedale Crest Royalties, a Trade Name in the State of Wyoming only for Noble Royalties, Inc., a Texas corporation.

Witness my hand an official seal.

My commission expires: 3/23/08

[SEAL]

D. BRADLEY NOTARY PUBLIC STATE OF TEXAS EXPIRES 03-23-2008

J. Bradley
Notary Public

J:\Thompson\Shell\Assignment\Assignment of Overriding Royalty.wpd

EXHIBIT A
ASSIGNMENT OF ADDITIONAL OVERRIDING ROYALTY INTERESTS TO JONAH LLC ET AL.

BLOCK	LEASE NO.	DESCRIPTION	Jonah LLC	Yvonneda M. Martin, Trustee of the Vonnie M. Martin Living Trust	W.N. McMurry, Trustee	MAP 2003-NET	Tomcat Royalty Partnership	Logan Minerals LLC	NERD Royalties LLC	Pinedale Crest Royalties
A	W-06270	T. 31 N., R. 109 W. Section 2: SW/4SW/4 The Wellbore of the Pinedale Federal 13-2A Well located in the SW/4SW/4 of Section 2, T.31N., R.109W., 6th P.M. All interests conveyed in above lands are limited to depths from the surface of the earth to 200 feet below the stratigraphic equivalent of a depth of 11,877 feet as encountered in the Pinedale Federal 13-2A Well located in the SW/4SW/4 of Section 2, T.31N., R.109W., 6th P.M.	Before Payout 0.423892% of 8/8ths After Payout 0.700618% of 8/8ths	Before Payout 0.039378% of 8/8ths After Payout .065085% of 8/8ths	Before Payout 0.463270% of 8/8ths After Payout 0.765703% of 8/8ths	Before Payout 89.55% of 0.463270% of 8/8ths After Payout 89.55% of 0.765703% of 8/8ths	Before Payout 10% of 0.463270% of 8/8ths After Payout 10% of 0.765703% of 8/8ths	Before Payout 0.45% of 0.463270% of 8/8ths After Payout 0.45% of 0.765703% of 8/8ths	Before Payout 0.464062% of 8/8ths After Payout 0.765703% of 8/8ths	Before Payout 0.464062% of 8/8ths After Payout 0.765703% of 8/8ths

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BLOCK	LEASE NO.	DESCRIPTION	Jonah LLC	Yvonneda M. Martin, Trustee of the Vonnie M. Martin Living Trust	W.N. McMurry, Trustee	MAP 2003-NET	Tomcat Royalty Partnership	Logan Minerals LLC	NERD Royalties LLC	Pinedale Crest Royalties
A	W-06270	T. 31 N., R. 109 W. Section 2: SW/4 Except the Wellbore of the Pinedale Federal 13-2A Well located in the SW/4SW/4 of Section 2, T.31N., R.109W., 6th P.M. All interests conveyed in above lands are limited to depths from the surface of the earth to 200 feet below the stratigraphic equivalent of a depth of 11,877 feet as encountered in the Pinedale Federal 13-2A Well located in the SW/4SW/4 of Section 2, T.31N., R.109W., 6th P.M.	Before Payout 0.303151% of 8/8ths After Payout 0.700618% of 8/8ths	Before Payout 0.028162% of 8/8ths After Payout 0.065085% of 8/8ths	Before Payout 0.331312% of 8/8ths After Payout 0.765703% of 8/8ths	Before Payout 89.55% of 0.331312% of 8/8ths After Payout 89.55% of 0.765703% of 8/8ths	Before Payout 10% of 0.331312% of 8/8ths After Payout 10% of 0.765703% of 8/8ths	Before Payout 0.45% of 0.331312% of 8/8ths After Payout 0.45% of 0.765703% of 8/8ths	Before Payout 0.464062% of 8/8ths After Payout 0.766203% of 8/8ths	Before Payout 0.464062% of 8/8ths After Payout 0.766203% of 8/8ths
A	W-06270	T. 31 N., R. 109 W. Section 3: Lots 1, 2, S/2NE/4, SW/4 All interests conveyed in above lands are limited to depths from the surface of the earth to 200 feet below the stratigraphic equivalent of a depth of 11,877 feet as encountered in the Pinedale Federal 13-2A Well located in the SW/4SW/4 of Section 2, T.31N., R.109W., 6th P.M.	0.700618% of 8/8ths	0.065085% of 8/8ths	0.765703% of 8/8ths	89.55% of 0.765703% of 8/8ths	10% of 0.765703% of 8/8ths	0.45% of 0.765703% of 8/8ths	0.766203% of 8/8ths	0.766203% of 8/8ths

BLOCK	LEASE NO.	DESCRIPTION	Jonah LLC	Yvonneda M. Martin, Trustee of the Vonnie M. Martin Living Trust	W.N. McMurry, Trustee	MAP 2003-NET	Tomcat Royalty Partnership	Logan Minerals LLC	NERD Royalties LLC	Pinedale Crest Royalties
A	W-06286	T. 32 N., R. 109 W., 6th P.M. Section 34: SW/4 All interests conveyed in above lands are limited to depths from the surface of the earth to 200 feet below the stratigraphic equivalent of a depth of 11,877 feet as encountered in the Pinedale Federal 13-2A Well located in the SW/4SW/4 of Section 2, T.31N., R.109W., 6th P.M.	0.657194% of 8/8ths	0.061051% of 8/8ths	0.718245% of 8/8ths	89.55% of 0.718245% of 8/8ths	10% of 0.718245% of 8/8ths	0.45% of 0.718245% of 8/8ths	0.765203% of 8/8ths	0.765203% of 8/8ths
A	W-06286	T. 32 N., R. 109 W., 6th P.M. Section 35: SW/4 All interests conveyed in above lands are limited to depths from the surface of the earth to 200 feet below the stratigraphic equivalent of a depth of 11,877 feet as encountered in the Pinedale Federal 13-2A Well located in the SW/4SW/4 (Lot 4) of Section 2, T.31N., R.109W., 6th P.M.	0.700618% of 8/8ths	0.065085% of 8/8ths	0.765703% of 8/8ths	89.55% of 0.765703% of 8/8ths	10% of 0.765703% of 8/8ths	0.45% of 0.765703% of 8/8ths	0.765203% of 8/8ths	0.765203% of 8/8ths

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BLOCK	LEASE NO.	DESCRIPTION	Jonah LLC	Yvonneda M. Martin, Trustee of the Vonnie M. Martin Living Trust	W.N. McMurry, Trustee	MAP 2003-NET	Tomcat Royalty Partnership	Logan Minerals LLC	NERD Royalties LLC	Pinedale Crest Royalties
B	W-06269	T. 31 N., R. 109 W., 6th P.M. Section 14: NE/4NE/4 The Wellbore of the Pinedale Federal 1-14 located in the NE/4NE/4 of Section 14, T.31N.,R.109W., 6th P.M. All interests conveyed in above lands are limited to depths from the surface to the earth to 200 feet below the stratigraphic equivalent of 9,731 feet as encountered in the Pinedale Federal 1-14 Well located in the NE/4NE/4 of Section 14, T.31N.,R.109W., 6th P.M.	Before Payout 0.423892% of 8/8ths After Payout 0.700618% of 8/8ths	Before Payout 0.039378% of 8/8ths After Payout 0.065085% of 8/8ths	Before Payout 0.46327% of 8/8ths After Payout 0.765703% of 8/8ths	Before Payout 89.55% of 0.46327% of 8/8ths After Payout 89.55% of 0.765703% of 8/8ths	Before Payout 10% of 0.46327% of 8/8ths After Payout 10% of 0.765703% of 8/8ths	Before Payout 0.45% of 0.46327% of 8/8ths After Payout 0.45% of 0.765703% of 8/8ths	Before Payout 0.464062% of 8/8ths After Payout 0.766203% of 8/8ths	Before Payout 0.464062% of 8/8ths After Payout 0.766203% of 8/8ths
B	W-06269	T. 31 N., R. 109 W., 6th P.M. Section 14: NE/4 Except the Wellbore of the Pinedale Federal 1-14 located in the NE/4NE/4 of Section 14, T.31N.,R.109W., 6th P.M. All interests conveyed in above lands are limited to depths from the surface to the earth to 200 feet below the stratigraphic equivalent of 9,731 feet as encountered in the Pinedale Federal 1-14 Well located in the NE/4NE/4 of Section 14, T.31N.,R.109W., 6th P.M.	Before Payout 0.303154% of 8/8ths After Payout 0.700618% of 8/8ths	Before Payout 0.028160% of 8/8ths After Payout 0.065085% of 8/8ths	Before Payout 0.331300% of 8/8ths After Payout 0.765703% of 8/8ths	Before Payout 89.55% of 0.331300% of 8/8ths After Payout 89.55% of 0.765703% of 8/8ths	Before Payout 10% of 0.331300% of 8/8ths After Payout 10% of 0.765703% of 8/8ths	Before Payout 0.45% of 0.331300% of 8/8ths After Payout 0.45% of 0.765703% of 8/8ths	Before Payout 0.464062% of 8/8ths After Payout 0.766203% of 8/8ths	Before Payout 0.464062% of 8/8ths After Payout 0.766203% of 8/8ths

BLOCK	LEASE NO.	DESCRIPTION	Jonah LLC	Yvonneda M. Martin, Trustee of the Vonnie M. Martin Living Trust	W.N. McMurry, Trustee	MAP 2003-NET	Tomcat Royalty Partnership	Logan Minerals LLC	NERD Royalties LLC	Pinedale Crest Royalties
B	W-06269	T. 31 N., R. 109 W., 6th P.M. Section 13: NE/4, SW/4 All interests conveyed in above lands are limited to depths from the surface to the earth to 200 feet below the stratigraphic equivalent of 9,731 feet as encountered in the Pinedale Federal 1-14 Well located in the NE/4NE/4 of Section 14, T.31N.,R.109W., 6th P.M.	0.700618% of 8/8ths	0.065085% of 8/8ths	0.765702% of 8/8ths	89.55% of 0.765702% of 8/8ths	10% of 0.765702% of 8/8ths	0.45% of 0.765702% of 8/8ths	0.765703% of 8/8ths	0.765703% of 8/8ths
B	W-06269	T. 31 N., R. 109 W., 6th P.M. Section 24: NE/4 All interests conveyed in above lands are limited to depths from the surface to the earth to 200 feet below the stratigraphic equivalent of 9,731 feet as encountered in the Pinedale Federal 1-14 Well located in the NE/4NE/4 of Section 14, T.31N.,R.109W., 6th P.M.	0.698369% of 8/8ths	0.064876% of 8/8ths	0.763245% of 8/8ths	89.55% of 0.763245% of 8/8ths	10% of 0.763245% of 8/8ths	0.45% of 0.763245% of 8/8ths	0.765203% of 8/8ths	0.765203% of 8/8ths

BLOCK	LEASE NO.	DESCRIPTION	Jonah LLC	Yvonneda M. Martin, Trustee of the Vonnie M. Martin Living Trust	W.N. McMurry, Trustee	MAP 2003-NET	Tomcat Royalty Partnership	Logan Minerals LLC	NERD Royalties LLC	Pinedale Crest Royalties
B	W-026025	T. 31 N., R. 109 W., 6th P.M. Section 23: NE/4 All interests conveyed in above lands are limited to depths from the surface to the earth to 200 feet below the stratigraphic equivalent of 9,731 feet as encountered in the Pinedale Federal 1-14 Well located in the NE/4NE/4 of Section 14, T.31N.,R.109W., 6th P.M.	0.570984% of 8/8ths	0.053042% of 8/8ths	0.624026% of 8/8ths	89.55% of 0.624026% of 8/8ths	10% of 0.624026% of 8/8ths	0.45% of 0.624026% of 8/8ths	0.625985% of 8/8ths	0.625985% of 8/8ths

BLOCK	LEASE NO.	DESCRIPTION	Jonah LLC	Yvonneda M. Martin, Trustee of the Vonnie M. Martin Living Trust	W.N. McMurry, Trustee	MAP 2003-NET	Tomcat Royalty Partnership	Logan Minerals LLC	NERD Royalties LLC	Pinedale Crest Royalties
C	W-144993	T. 31 N., R. 108 W., 6th P.M. Section 19: Lot 4, the Wellbore only of the Pinedale Federal 13-19 Well located in the SW/4SW/4 (i.e. Lot 4) of Section 19, T.31N., R.108W., 6th P.M. Only as to depths from the surface of the earth 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 (Lot 4) of Section 19, T.31N., R.108W., 6th P.M.	Before Payout 0.424617% of 8/8ths After Payout 0.700597% of 8/8ths	Before Payout 0.039445% of 8/8ths After Payout 0.065083% of 8/8ths	Before Payout 0.464063% of 8/8ths After Payout 0.765679% of 8/8ths	Before Payout 89.55% of 0.464063% of 8/8ths After Payout 89.55% of 0.765679% of 8/8ths	Before Payout 10% of 0.464063% of 8/8ths After Payout 10% of 0.765679% of 8/8ths	Before Payout 0.45% of 0.464063% of 8/8ths After Payout 0.45% of 0.765679% of 8/8ths	Before Payout 0.464063% of 8/8ths After Payout 0.765203% of 8/8ths	Before Payout 0.464063% of 8/8ths After Payout 0.765203% of 8/8ths

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BLOCK	LEASE NO.	DESCRIPTION	Jonah LLC	Yvonneda M. Martin, Trustee of the Vonnie M. Martin Living Trust	W.N. McMurry, Trustee	MAP 2003-NET	Tomcat Royalty Partnership	Logan Minerals LLC	NERD Royalties LLC	Pinedale Crest Royalties
C	W-144993	T. 31 N., R. 108 W., 6th P.M. Section 19: SW/4, except the Wellbore of the Pinedale Federal 13-19 Well Only as to depths from the surface of the earth 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 (Lot 4) of Section 19, T.31N., R.108W., 6th P.M.	Before Payout 0.424617% of 8/8ths After Payout 0.700618% of 8/8ths	Before Payout 0.039445% of 8/8ths After Payout 0.065085% of 8/8ths	Before Payout 0.464063% of 8/8ths After Payout 0.765703% of 8/8ths	Before Payout 89.55% of 0.464063% of 8/8ths After Payout 89.55% of 0.765703% of 8/8ths	Before Payout 10% of 0.464063% of 8/8ths After Payout 10% of 0.765703% of 8/8ths	Before Payout 0.45% of 0.464063% of 8/8ths After Payout 0.45% of 0.765703% of 8/8ths	Before Payout 0.464062% of 8/8ths After Payout 0.765203% of 8/8ths	Before Payout 0.464062% of 8/8ths After Payout 0.765203% of 8/8ths

BLOCK	LEASE NO.	DESCRIPTION	Jonah LLC	Yvonneda M. Martin, Trustee of the Vonnie M. Martin Living Trust	W.N. McMurry, Trustee	MAP 2003-NET	Tomcat Royalty Partnership	Logan Minerals LLC	NERD Royalties LLC	Pinedale Crest Royalties
C	W-144993	T. 31 N., R. 108 W., 6th P.M. Section 30: Lots 3, 4, E/2SW/4 Only as to depths from the surface of the earth 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 (Lot 4) of Section 19, T.31N., R.108W., 6th P.M.	0.657194% of 8/8ths	0.061051% of 8/8ths	0.718245% of 8/8ths	89.55% of 0.718245% of 8/8ths	10% of 0.718245% of 8/8ths	0.45% of 0.718245% of 8/8ths	0.765203% of 8/8ths	0.765203% of 8/8ths
C	W-06269	T. 31 N., R. 109 W., 6th P.M. Section 24: SE/4SW/4 Section 25: NE/4, SW/4 All interests conveyed in above lands are limited to depths from the surface to the earth 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 (Lot 4) of Section 19, T.31N.,R.108W., 6th P.M.	0.698369% of 8/8ths	0.064876% of 8/8ths	0.763245% of 8/8ths	089.55% of 0.763245% of 8/8ths	10% of 0.763245% of 8/8ths	0.45% of 0.763245% of 8/8ths	0.765203% of 8/8ths	0.765203% of 8/8ths

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BLOCK	LEASE NO.	DESCRIPTION	Jonah LLC	Yvonneda M. Martin, Trustee of the Vonnie M. Martin Living Trust	W.N. McMurry, Trustee	MAP 2003-NET	Tomcat Royalty Partnership	Logan Minerals LLC	NERD Royalties LLC	Pinedale Crest Royalties
C	W-06269	T. 31 N., R. 109 W., 6th P.M. Section 24: NE/4SW/4 All interests conveyed in above lands are limited to depths from the surface to the earth 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 (Lot 4) of Section 19, T.31N.,R.108W., 6th P.M.	Before Payout 0.679764% of 8/8ths After Payout 0.698369% of 8/8ths	Before Payout 0.063148% of 8/8ths After Payout 0.064876% of 8/8ths	Before Payout 0.742913% of 8/8ths After Payout 0.763245% of 8/8ths	Before Payout 89.55% of 0.742913% of 8/8ths After Payout 89.55% of 0.763245% of 8/8ths	Before Payout 10% of 0.742913% of 8/8ths After Payout 10% of 0.763245% of 8/8ths	Before Payout 0.45% of 0.742913% of 8/8ths After Payout 0.45% of 0.763245% of 8/8ths	Before Payout 0.765703% of 8/8ths After Payout 0.765203% of 8/8ths	Before Payout 0.765703% of 8/8ths After Payout 0.765203% of 8/8ths
C	W-026025	T. 31 N., R. 109 W., 6th P.M. Section 24: W/2SW/4 All interests conveyed in above lands are limited to depths from the surface to the earth 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 (Lot 4) of Section 19, T.31N.,R.108W., 6th P.M.	0.570984% of 8/8ths	0.053042% of 8/8ths	0.624026% of 8/8ths	89.55% of 0.624026% of 8/8ths	10% of 0.624026% of 8/8ths	0.45% of 0.624026% of 8/8ths	0.625985% of 8/8ths	0.625985% of 8/8ths

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BLOCK	LEASE NO.	DESCRIPTION	Jonah LLC	Yvonneda M. Martin, Trustee of the Vonnie M. Martin Living Trust	W.N. McMurry, Trustee	MAP 2003-NET	Tomcat Royalty Partnership	Logan Minerals LLC	NERD Royalties LLC	Pinedale Crest Royalties
D	W-144994	T. 31 N., R. 108 W., 6th P.M. Section 32: SW/4SW/4 The wellbore of the New Fork Federal 13-32 Well located in the SW/4SW/4 of Section 32, T.31N., R.108W., 6th P.M. Only as to depths from the surface of the earth to the stratigraphic equivalent of 10,000 feet as encountered in the New Fork Federal 13-32 Well located in the SW/4SW/4 of Section 32, T.31N., R.108W., 6th P.M.	Before Payout 0.084923% of 8/8ths After Payout 0.445847% of 8/8ths	Before Payout 0.007889% of 8/8ths After Payout 0.041418% of 8/8ths	Before Payout 0.092813% of 8/8ths After Payout 0.487266% of 8/8ths	Before Payout 89.55% of 0.092813% of 8/8ths After Payout 89.55% of 0.487266% of 8/8ths	Before Payout 10% of 0.092813% of 8/8ths After Payout 10% of 0.487266% of 8/8ths	Before Payout 0.45% of 0.092813% of 8/8ths After Payout 0.45% of 0.487266% of 8/8ths	Before Payout 0.092813% of 8/8ths After Payout 0.487266% of 8/8ths	Before Payout 0.092813% of 8/8ths After Payout 0.487266% of 8/8ths

BLOCK	LEASE NO.	DESCRIPTION	Jonah LLC	Yvonneda M. Martin, Trustee of the Vonnie M. Martin Living Trust	W.N. McMurry, Trustee	MAP 2003-NET	Tomcat Royalty Partnership	Logan Minerals LLC	NERD Royalties LLC	Pinedale Crest Royalties
D	W-144994	T. 31 N., R. 108 W., 6th P.M. Section 32: SW/4 The wellbore of the New Fork Federal 13-32 Well located in the SW/4SW/4 of Section 32, T.31N., R.108W., 6th P.M. Only as to depths from the surface of the earth to the stratigraphic equivalent of 10,000 feet as encountered in the New Fork Federal 13-32 Well located in the SW/4SW/4 of Section 32, T.31N., R.108W., 6th P.M.	Before Payout 0.084923% of 8/8ths After Payout 0.445848% of 8/8ths	Before Payout 0.007889% of 8/8ths After Payout 0.041418% of 8/8ths	Before Payout 0.092813% of 8/8ths After Payout 0.487266% of 8/8ths	Before Payout 89.55% of 0.092813% of 8/8ths After Payout 89.55% of 0.487266% of 8/8ths	Before Payout 10% of 0.092813% of 8/8ths After Payout 10% of 0.487266% of 8/8ths	Before Payout 0.45% of 0.092813% of 8/8ths After Payout 0.45% of 0.487266% of 8/8ths	Before Payout 0.092813% of 8/8ths After Payout 0.487266% of 8/8ths	Before Payout 0.092813% of 8/8ths After Payout 0.487266% of 8/8ths

BLOCK	LEASE NO.	DESCRIPTION	Jonah LLC	Yvonneda M. Martin, Trustee of the Vonnie M. Martin Living Trust	W.N. McMurry, Trustee	MAP 2003-NET	Tomcat Royalty Partnership	Logan Minerals LLC	NERD Royalties LLC	Pinedale Crest Royalties
D	W-144994	T. 30 N., R. 108 W., 6th P.M. Section 5: Lots 1,2, S/2NE/4 Only as to depths from the surface of the earth to the stratigraphic equivalent of 10,000 feet as encountered in the New Fork Federal 13-32 Well located in the SW/4SW/4 of Section 32, T.31N., R.108W., 6th P.M.	0.445848% of 8/8ths	0.041417% of 8/8ths	0.487266% of 8/8ths	89.55% of 0.487266% of 8/8ths	10% of 0.487266% of 8/8ths	0.45% of 0.487266% of 8/8ths	0.486766% of 8/8ths	0.486766% of 8/8ths
D	W-144996	T. 31 N., R. 108 W., 6th P.M. Section 31: NE/4 Only as to depths from the surface of the earth to the stratigraphic equivalent of 10,000 feet as encountered in the New Fork Federal 13-32 Well located in the SW/4SW/4 of Section 32, T.31N., R.108W., 6th P.M.	0.443599% of 8/8ths	0.041209% of 8/8ths	0.484808% of 8/8ths	89.55% of 0.484808% of 8/8ths	10% of 0.484808% of 8/8ths	0.45% of 0.484808% of 8/8ths	0.486766% of 8/8ths	0.486766% of 8/8ths

BLOCK	LEASE NO.	DESCRIPTION	Jonah LLC	Yvonneda M. Martin, Trustee of the Vonnie M. Martin Living Trust	W.N. McMurry, Trustee	MAP 2003-NET	Tomcat Royalty Partnership	Logan Minerals LLC	NERD Royalties LLC	Pinedale Crest Royalties
D	W-144996	T. 30 N., R. 108 W., 6th P.M. Section 6: Lots 1, 2, S/2NE/4 Only as to depths from the surface of the earth to the stratigraphic equivalent of 10,000 feet as encountered in the New Fork Federal 13-32 Well located in the SW/4SW/4 of Section 32, T.31N., R.108W., 6th P.M.	0.443599% of 8/8ths	0.041209% of 8/8ths	0.484808% of 8/8ths	89.55% of 0.484808% of 8/8ths	10% of 0.484808% of 8/8ths	0.45% of 0.484808% of 8/8ths	0.486766% of 8/8ths	0.486766% of 8/8ths
D	W-015316	T. 31 N., R. 108 W., 6th P.M. Section 32: E/2NE/4 All interests conveyed in above lands are limited to depths from the surface of the earth to the stratigraphic equivalent of a depth of 10,000 feet as encountered in the New Fork Federal 13-32 Well located in the SW/4SW/4 of Section 32, T.31N., R.108W., 6th P.M.	0.573234% of 8/8ths	.053251% of 8/8ths	0.626484% of 8/8ths	89.55% of 0.626484% of 8/8ths	10% of 0.626484% of 8/8ths	0.45% of 0.626484% of 8/8ths	0.625984% of 8/8ths	0.625984% of 8/8ths

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BLOCK	LEASE NO.	DESCRIPTION	Jonah LLC	Yvonneda M. Martin, Trustee of the Vonnie M. Martin Living Trust	W.N. McMurry, Trustee	MAP 2003-NET	Tomcat Royalty Partnership	Logan Minerals LLC	NERD Royalties LLC	Pinedale Crest Royalties
D	W-015316	T. 31 N., R. 108 W., 6th P.M. Section 32: W/2NE/4 All interests conveyed in above lands are limited to depths from the surface of the earth to the stratigraphic equivalent of a depth of 10,000 feet as encountered in the New Fork Federal 13-32 Well located in the SW/4SW/4 of Section 32, T.31N., R.108W., 6th P.M.	Before Payout and After Payout 0.573234% of 8/8ths	Before Payout and After Payout 0.053251% of 8/8ths	Before Payout and After Payout 0.626484% of 8/8ths	Before Payout and After Payout 89.55% of 0.626484% of 8/8ths	Before Payout and After Payout 10% of 0.626484% of 8/8ths	Before Payout and After Payout 0.45% of 0.626484% of 8/8ths	Before Payout and After Payout 0.625984% of 8/8ths	Before Payout and After Payout 0.625984% of 8/8ths

459

BLOCK	LEASE NO.	DESCRIPTION	Jonah LLC	Yvonneda M. Martin, Trustee of the Vonnie M. Martin Living Trust	W.N. McMurry, Trustee	MAP 2003-NET	Tomcat Royalty Partnership	Logan Minerals LLC	NERD Royalties LLC	Pinedale Crest Royalties
E	W-015314	T. 30 N., R. 108 W., 6th P.M. Section 10: SW/4SW/4 The Wellbore only of the Pinedale Federal 13-10 well located in the SW/4SW/4 of Section 10, T.30N., R.108W., 6th P.M. All interests conveyed in above lands are limited to depths from the surface of the earth to 200 feet below the stratigraphic equivalent of a depth of 11,460 feet as encountered in the Pinedale Federal 13-10 Well located in the SW/4SW/4 of Section 10, T.30N., R.108W., 6th P.M.	Before Payout 0.0% of 8/8ths After Payout 0.318441% of 8/8ths	Before Payout 0.0% of 8/8ths After Payout 0.029582% of 8/8ths	Before Payout 0.0% of 8/8ths After Payout 0.348023% of 8/8ths	Before Payout 0.0% of 8/8ths After Payout 89.55% of 0.348023% of 8/8ths	Before Payout 0.0% of 8/8ths After Payout 10% of 0.348023% of 8/8ths	Before Payout 0.0% of 8/8ths After Payout 0.45% of 0.348023% of 8/8ths	Before Payout 0.0% of 8/8ths After Payout 0.348047%	Before Payout 0.0% of 8/8ths After Payout 0.348047%

460

BLOCK	LEASE NO.	DESCRIPTION	Jonah LLC	Yvonneda M. Martin, Trustee of the Vonnie M. Martin Living Trust	W.N. McMurry, Trustee	MAP 2003-NET	Tomcat Royalty Partnership	Logan Minerals LLC	NERD Royalties LLC	Pinedale Crest Royalties
E	W-015314	T. 30 N., R. 108 W., 6th P.M. Section 10: SW/4 , except the Wellbore of the of the Pinedale Federal 13-10 well located in the SW/4SW/4 of Section 10, T.30N., R.108W., 6th P.M. All interest conveyed in above lands are limited to depths from the surface of the earth to 200 feet below the stratigraphic equivalent of a depth of 11,460 feet as encountered in the Pinedale Federal 13-10 Well located in the SW/4SW/4 of Section 10, T.30N., R.108W., 6th P.M.	Before Payout 0.0% of 8/8ths After Payout 0.318463% of 8/8ths	Before Payout 0.0% of 8/8ths After Payout 0.029584% of 8/8ths	Before Payout 0.0% of 8/8ths After Payout 0.348047% of 8/8ths	Before Payout 0.0% of 8/8ths After Payout 89.55% of 0.348047% of 8/8ths	Before Payout 0.0% of 8/8ths After Payout 10% of 0.348047% of 8/8ths	Before Payout 0.0% of 8/8ths After Payout 0.45% of 0.348047% of 8/8ths	Before Payout 0.0% of 8/8ths After Payout 0.347547% of 8/8ths	Before Payout 0.0% of 8/8ths After Payout 0.347547% of 8/8ths

BLOCK	LEASE NO.	DESCRIPTION	Jonah LLC	Yvonneda M. Martin, Trustee of the Vonnie M. Martin Living Trust	W.N. McMurry, Trustee	MAP 2003-NET	Tomcat Royalty Partnership	Logan Minerals LLC	NERD Royalties LLC	Pinedale Crest Royalties
E	W-015314	T. 30 N., R. 108 W., 6th P.M. Section 9: SW/4 Section 14: SW/4 All interests conveyed in above lands are limited to depths from the surface of the earth to 200 feet below the stratigraphic equivalent of a depth of 11,460 feet as encountered in the Pinedale Federal 13-10 Well located in the SW/4SW/4 of Section 10, T.30N., R.108W., 6th P.M.	0.316212% of 8/8ths	0.029375% of 8/8ths	0.345587% of 8/8ths	89.55% of 0.345587% of 8/8ths	10% of 0.345587% of 8/8ths	0.45% of 0.345587% of 8/8ths	0.347547% of 8/8ths	0.347547% of 8/8ths
E	W-015316	T. 30 N., R. 108 W., 6th P.M. Section 4: SW/4 Section 9: NE/4 All interests conveyed in above lands are limited to depths from the surface of the earth to 200 feet below the stratigraphic equivalent of a depth of 11,460 feet as encountered in the Pinedale Federal 13-10 Well located in the SW/4SW/4 of Section 10, T.30N., R.108W., 6th P.M.	0.570982% of 8/8ths	0.053042% of 8/8ths	0.624024% of 8/8ths	89.55% of 0.624024% of 8/8ths	10% of 0.624024% of 8/8ths	0.45% of 0.624024% of 8/8ths	0.625985% of 8/8ths	0.625985% of 8/8ths

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STIPULATION AND CROSS-CONVEYANCE OF INTEREST

312288

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

RECORDED July 14 2005 2:10 P
IN BOOK 130 O+G PAGE 463
FEES $ 53.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by [illegible]

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the parties hereto are successors of mineral interests by means of Mineral Deeds covering among other lands, the following described lands, hereinafter referred to as "Subject Lands".

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 and 7, W/2NE/4, S/2NW/4, NW/4SW/4
Section 14: Lots 1 and 2, NE/4NW/4
Section 15: Lots 1 and 2 and all of the bed of the New Fork River between mean high water and medial lines thereof in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7 of Section 11, Lots 1 and 2 of Section 14, and Lots 1 and 2 of Section 15, all in Township 31 North, Range 109 West, 6th P.M.
Containing 720.50 acres, more or less
Sublette County, Wyoming

WHEREAS, there exists some uncertainty about the mineral interest ownership of the Subject Lands in contrast to the surface ownership.

WHEREAS, it is the desire of the parties hereto to clear up any title problems and to stipulate the mineral interests owned in the Subject Lands.

NOW THEREFORE, in consideration of the mutual benefits to be derived herefrom, the undersigned parties, being mineral interest owners, hereby stipulate and agree that mineral ownership of the Subject Lands is owned by each party in the amount of interest appearing opposite each party's name:

Mary Kay Jensen a/k/a Mary Kay Mitchell, a/k/a Mary Kay Jensen Mitchell	25.0%
Donald Jensen	12.5%
Donald E. Jensen and Marilyn S. Jensen, As Tenants by the Entireties	12.5%
Dale Jensen, LLC	9.375%
David Warren Lozier	0.0000%
Justin Todd Jensen a/k/a Justin T. Jensen	8.333333%
Rex C. Jensen a/k/a Rex Craig Jensen	8.333333%
Guy Maynard Lozier	4.166667%
Shell Rocky Mountain Production, LLC	3.125%
John W. Jensen and Mary Kay Jensen As Tenants by the Entireties	2.833333%
Nina Jensen David	2.75%
James Aubrey Jensen	2.75%
Beverly Jensen Mollett f/k/a Beverly Jensen Hambrick	2.083334%
Terry Mahaffey	2.083333%*
Kelly Mahaffey	2.083333%*
Kaycee Bunnell	2.083334%*

To make this Stipulation effective each of the parties referenced above, by their execution of this instrument, hereby sell, assign, quitclaim and cross-convey unto the other, the mineral interest in the Subject Lands as is necessary to vest each party with the interests set out above.

*Subject to reservation of life estate in rents and royalties by Beverly Jensen Mollett f/k/a Beverly Jensen Hambrick.

Any prior instruments and conveyances concerning the subject Lands between any or all of the parties hereto are modified only to the extent that the terms of the prior instrument are inconsistent with this Stipulation and Cross Conveyance of Interest. All other items and provisions of the prior instruments and conveyances shall remain in full force and effect.

This Stipulation and Cross Conveyance of Interest may be executed in any number of counterparts each of which shall be considered an original for all purposes. Further, this Stipulation and Cross Conveyance of Interest shall be binding upon the parties, their heirs, successors and assigns.

This Stipulation and Cross Conveyance of Interest shall be effective only if executed by all parties.

EXECUTED this 20th day of January, 2005, however, effective as of June 23, 2004.

WITNESSES:

Jana K. Matthews

Tracy L Hauck

BY Mary Kay Mitchell
Mary Kay Jensen a/k/a Mary Kay Mitchell a/k/a Mary Kay Jensen Mitchell

STATE OF Wyoming)
) ss
COUNTY OF Sublette)

This instrument was acknowledged before me on January 24 2005, By _____.

My Commission Expires:
1-11-06

LuAnn S. Freeman
Notary Public

WITNESSES:

BY _____
Donald Jensen

_____

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2005, By _____.

My Commission Expires:

_____
Notary Public

Any prior instruments and conveyances concerning the subject Lands between any or all of the parties hereto are modified only to the extent that the terms of the prior instrument are inconsistent with this Stipulation and Cross Conveyance of Interest. All other items and provisions of the prior instruments and conveyances shall remain in full force and effect.

This Stipulation and Cross Conveyance of Interest may be executed in any number of counterparts each of which shall be considered an original for all purposes. Further, this Stipulation and Cross Conveyance of Interest shall be binding upon the parties, their heirs, successors and assigns.

This Stipulation and Cross Conveyance of Interest shall be effective only if executed by all parties.

EXECUTED this 25th day of January, 2005, however, effective as of June 23, 2004.

WITNESSES:

BY _____
Mary Kay Jensen a/k/a Mary Kay Mitchell a/k/a Mary Kay Jensen Mitchell

_____

_____

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2005, By _____.

My Commission Expires:

_____
Notary Public

WITNESSES:

Dara K. Matthews

BY Donald Jensen
Donald Jensen

STATE OF Wyoming)
) ss
COUNTY OF Sublette)

This instrument was acknowledged before me on January 25, 2005, By Donald Jensen.

My Commission Expires:

07-11-06

LuAnn L. Freeman
Notary Public

WITNESSES:

Dana K. Matthews

BY Donald Jensen
Donald E. Jensen
BY Marilyn S. Jensen
Marilyn S. Jensen,
Tenants by the Entireties

STATE OF Wyoming)
) ss
COUNTY OF Sublette)

This instrument was acknowledged before me on January 25, 2005,
By Donald Jensen & Marilyn S. Jensen

My Commission Expires:

07-11-06

LuAnne K. Freeman
Notary Public

WITNESSES:

BY _____

Dale Jensen, LLC

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2005,
By _____.

My Commission Expires:

_____
Notary Public

WITNESSES:

BY _____

David Warren Lozier

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2005,
By _____.

My Commission Expires:

_____
Notary Public

466

WITNESSES:

BY_____
Donald E. Jensen
BY_____
Marilyn S. Jensen,
Tenants by the Entireties

_____

_____

STATE OF Wyoming)
) ss
COUNTY OF Sublette)

This instrument was acknowledged before me on Jan. 24, 2005,
By Dale Jensen.

My Commission Expires: July 18, 2007

CHARLEE THOMSON - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires July 18, 2007

Charlee Thomson
Notary Public

WITNESSES:

BY Dale Jensen
mgr
Dale Jensen, LLC

_____

_____

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2005,
By _____.

My Commission Expires:

_____
Notary Public

WITNESSES:

BY_____

David Warren Lozier

_____

_____

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2005,
By _____.

My Commission Expires:

_____
Notary Public

WITNESSES:

BY Justin Todd Jensen
Justin Todd Jensen a/k/a Justin T. Jensen

Tundy Hale

STATE OF Wyoming)
) ss
COUNTY OF Sweetwater)

This instrument was acknowledged before me on February 1, 2005,
By Justin Todd Jensen.

My Commission Expires: 4-22-07

CYNTHIA S. STOREY NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES APRIL 22, 2007

Cynthia S. Storey
Notary Public

WITNESSES:

BY_____
Rex C. Jensen a/k/a/ Rex Craig Jensen

_____

_____

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2005,
By _____.

My Commission Expires:

_____
Notary Public

WITNESSES:

BY_____
Guy Maynard Lozier

_____

_____

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2005,
By _____.

My Commission Expires:

_____
Notary Public

WITNESSES:

BY_____
Justin Todd Jensen a/k/a Justin T. Jensen

_____

_____

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2005,
By _____.

My Commission Expires:

_____
Notary Public

WITNESSES:

BY_____
Rex C. Jensen a/k/a Rex Craig Jensen

STATE OF Wyoming)
) ss
COUNTY OF Sublette)

This instrument was acknowledged before me on 19th January 2005,
By _____.

My Commission Expires:
1-07

Notary Public

WITNESSES:

BY_____
Guy Maynard Lozier

_____

_____

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2005,
By _____.

My Commission Expires:

_____
Notary Public

WITNESSES:

BY_____
Justin Todd Jensen a/k/a Justin T. Jensen

_____

_____

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2005, By _____.

My Commission Expires:

_____
Notary Public

WITNESSES:

BY_____
Rex C. Jensen a/k/a/ Rex Craig Jensen

_____

_____

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2005, By _____.

My Commission Expires:

_____
Notary Public

WITNESSES:

Diane Shipley

Myrna Kay Trompke

BY Guy Maynard Lozier
Guy Maynard Lozier

STATE OF Wyoming)
) ss
COUNTY OF Fremont)

This instrument was acknowledged before me on Jan. 25, 2005, By Guy Maynard Lozier.

My Commission Expires: 8-18-07

Michelle Gunsaullus - Notary Public
County of Fremont
State of Wyoming
My Commission Expires August 18, 2007

Michelle Gunsaullus
Notary Public

WITNESSES:

Belinda Hirsch

Nancy Ellis

BY B. O. Eubanks
Shell Rocky Mountain Production, LLC

R. O. Eubanks
Attorney-in-Fact

STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

This instrument was acknowledged before me on January 21, 2005,
By B. O. EUBANKS, Attorney-in-Fact.

My Commission Expires:

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

Gayle Kacal
Notary Public

WITNESSES:

BY _____
John W. Jensen
BY
Mary Kay Jensen, as Tenants by the Entireties

_____

_____

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2005,
By _____.

My Commission Expires:

_____
Notary Public

WITNESSES:

BY _____
Nina Jensen David

_____

_____

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2005,
By _____.

My Commission Expires:

_____
Notary Public

WITNESSES:

BY _____
Shell Rocky Mountain Production, LLC

_____

_____

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2005,
By _____.

My Commission Expires:

_____
Notary Public

WITNESSES:

BY John W Jensen
John W. Jensen
BY Mary Kay Jensen
Mary Kay Jensen, as Tenants by the Entireties

Nina R. Tyler
Rosemary Herrera

STATE OF WYOMING)
) ss
COUNTY OF SWEETWATER)

This instrument was acknowledged before me on JNAUARY 27, , 2005,
By JOHN W. & MARY KAY JENSEN.

My Commission Expires: JULY 17, 2008.

VICKI TARUFELLI NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES JULY 17, 2008

Vicki Tarufelli
Notary Public

BY _____
Nina Jensen David

_____

_____

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2005,
By _____.

My Commission Expires:

_____
Notary Public

WITNESSES:

BY _____
Shell Rocky Mountain Production, LLC

_____

_____

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2005,
By _____.

My Commission Expires:

_____
Notary Public

WITNESSES:

BY _____
John W. Jensen
BY _____
Mary Kay Jensen, as Tenants by the Entireties

_____

_____

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2005,
By _____.

My Commission Expires:

_____
Notary Public

WITNESSES:

BY Nina Jensen David
Nina Jensen David

Joyce Johnson

Janice Beard

STATE OF Wyoming)
) ss
COUNTY OF Sublette)

This instrument was acknowledged before me on 3ed March, 2005,
By Dina Jensen David.

My Commission Expires: 3-5-06

Brenda L Payne
Notary Public

BRENDA L. PAYNE - NOTARY PUBLIC
COUNTY OF SUBLETTE STATE OF WYOMING
My Commission Expires 3-5-06

[redacted] [redacted] [redacted]

WITNESSES:

BY James Aubrey Jensen
James Aubrey Jensen

_____

_____

STATE OF Wyoming)
) ss
COUNTY OF Fremont)

This instrument was acknowledged before me on Feb. 14th, 2005,
By James Aubrey Jensen.

My Commission Expires: Oct 2, 2005

VICKY L. LONG - NOTARY PUBLIC
County of Fremont State of Wyoming
My Commission Expires October 2, 2005

Vicky L Long
Notary Public

WITNESSES:

BY _____
Beverly Jensen Mollett f/k/a
Beverly Jensen Hambrick

_____

_____

_____

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2005,
By _____.

My Commission Expires:

_____
Notary Public

WITNESSES:

BY _____
Terry Mahaffey

_____

_____

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2005,
By _____.

My Commission Expires:

_____
Notary Public

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WITNESSES:

BY_____
James Aubrey Jensen

STATE OF Montana)
) ss
COUNTY OF Yellowstone)

This instrument was acknowledged before me on March 30, 2005,
By Beverly Mollett.

My Commission Expires:

Velma Fugate Duncan
Notary Public

WITNESSES:

BY Beverly Jensen Mollett
Beverly Jensen Mollett f/k/a
Beverly Jensen Hambrick

_____

_____

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2005,
By _____.

My Commission Expires:

_____
Notary Public

WITNESSES:

BY_____
Terry Mahaffey

_____

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2005,
By _____.

My Commission Expires:

_____
Notary Public

WITNESSES:

BY _____
James Aubrey Jensen

_____

_____

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2005,
By _____.

My Commission Expires:

_____
Notary Public

WITNESSES:

BY _____
Beverly Jensen Mollett f/k/a
Beverly Jensen Hambrick

_____

_____

_____

STATE OF Wyoming)
) ss
COUNTY OF Sublette)

This instrument was acknowledged before me on Feb 22, 2005,
By Terry Mahaffey.

My Commission Expires: 8/8/06

COUNTY OF SUBLETTE STATE OF WYOMING

Tilly L Hartzell
Notary Public

WITNESSES:

BY Terry L. Mahaffey
Terry Mahaffey
PO Box 1041, Pinedale WY 82941

_____

_____

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2005,
By _____.

My Commission Expires:

_____
Notary Public

WITNESSES:

BY Kelly Mahaffey
Kelly Mahaffey
4140 BUCHANAN
BLG'S MT 59101

STATE OF MONTANA)
) ss
COUNTY OF YELLOWSTONE)

This instrument was acknowledged before me on 1/27/, 2005,
By Kelly Mahaffey.

My Commission Expires: 7/29 2007

Notary Public

WITNESSES:

BY _____
Kaycee Bunnell

_____

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2005,
By _____.

My Commission Expires:

_____
Notary Public

[redacted] [redacted] [redacted]

WITNESSES:

BY_____
Kelly Mahaffey

_____

_____

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2005,
By _____.

My Commission Expires:

_____
Notary Public

WITNESSES:

Claire Smith

Wendy Lindsey

BY Kaycee Bunnell
Kaycee Bunnell

STATE OF Montana)
) ss
COUNTY OF Yellowstone)

This instrument was acknowledged before me on June 26, 2005,
By Kaycee H Bunnell

My Commission Expires:
08-10-08

DOROTHY D HILLENDEGER
NOTARIAL
SEAL
STATE OF MONTANA

Dorothy L Hillendeger
Notary Public

479

Mesa 6-18

ASSIGNMENT OF OVERRIDING ROYALTY

Anschutz Resources 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 6-18 well located in the SENW-18-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:

Hal B. Koerner, Jr., and Diane Lynn Koerner,
as Joint Tenants with Right of Survivorship
6811 Hillridge Place
Parker, CO 80134
.031413 of 1% of 8/8ths

312578

RECORDED July 28 - 05 8:45A
IN BOOK 130 Q+G PAGE 479
FEES 14.00
SUBLETTE COUNTY, WYOMING
By Cathy Zaden

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. in the Mesa 6-18 well, located in the SENW-18-T32N-R109W, Sublette County, Wyoming, pursuant to the terms of that certain Joint Operating Agreement dated November 14, 1997, 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 6-18 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 30th day of June, 2005 to be effective as of January 1, 2005.

ATTEST:

ANSCHUTZ RESOURCES CORPORATION

By: [redacted]
Judith [redacted] Parsley
Assistant Secretary

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 Resources 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 30th day of June 2005.

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 January 1, 2005, by and between Anschutz Resources Corporation and Hal B. Koerner, Jr., et al.

Oil and Gas Lease (2767-00019) WYW-135123 dated effective February 1, 1995, by and between The United States of America as Lessor, and Cenex, Inc., as Lessee, covering, among other lands, SENW-18-T32N-R109W.

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

ASSIGNMENT OF OVERRIDING ROYALTY
Mesa 13-23bd

Anschutz Resources 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 13-23bd well located in the NWSWSW-23-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:

Hal B. Koerner, Jr., and Diane Lynn Koerner,
as Joint Tenants with Right of Survivorship
6811 Hillridge Place
Parker, CO 80134
.015 of 1% of 8/8ths

312579

RECORDED July 28 - 05 8:45 AM
IN BOOK 130-B PAGE 482
FEES 14.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Foster

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 13-23bd well, located in the NWSWSW-23-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 is entitled to a working interest in the Mesa 13-23bd 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

1

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 30th day of June, 2005 to be effective as of January 1, 2005.

ATTEST:

ANSCHUTZ RESOURCES CORPORATION

Judith A. Paisley
Assistant Secretary

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 Resources 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 30th day of June, 2005.

SEAL

_____
Cecily Ann Voruz, Notary Public

My commission expires:
January 27, 2006

NOTARY PUBLIC
CECILY ANN VORUZ
STATE OF COLORADO

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty dated effective January 1, 2005 by and between Anschutz Resources Corporation and Hal B. Koerner, Jr., et ux.

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 NWSWSW-23-T32N-R109W.

ASSIGNMENT OF OVERRIDING ROYALTY IN WELLBORE

Anschutz Resources 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, hereinafter referred to as "Assignee", with respect to the oil and gas described on Exhibit "A" attached hereto and made a part hereof insofar and only insofar as said overriding royalty interests cover an interest in oil, gas, casinghead gas and other hydrocarbon substances, produced , saved and marketed from the wellbore of the Mesa 13-23bd Well, which well is located on lands described on Exhibit "A", it being the intent to convey only an overriding royalty interest in production from the wellbore of said well and not in the lands.

Hal B. Koerner, Jr. and Diane Lynn Koerner
Joint Tenants with Right of Survivorship
6811 Hillridge Place
Parker, CO 80134 **312580**
an undivided . 019385 of 1% of 8/8ths

RECORDED July 28 2005 8:45AM
IN BOOK 130 OF G PAGE 485
FEES 14.00 [illegible] CLERK
[illegible] COUNTY, WYOMING
By Cathy Secker

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 30th day June, 2005 to be effective as of January 1, 2005.

ANSCHUTZ RESOURCES CORPORATION

By: _____
Pamela S. Kalstrom
Assistant Vice President

ATTEST:
ANSCHUTZ RESOURCES CORPORATION
SEAL
DELAWARE
_____
Assistant Secretary

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 RESORUCES 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 30th day of June, 2005.

My Commission Expires:

January 27, 2006

NOTARY PUBLIC
CECILY ANN VORUZ
STATE OF COLORADO

_____
Cecily Ann Voruz, Notary Public

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty in Wellbore dated effective January 1, 2005, insofar and only insofar as the overriding royalty interests cover an interest in production from the wellbore for the Mesa 13-23bd well located in the NWSWSW-23-T32N-R109W, by and between Anschutz Resources Corporation and Hal B. Koerner, Jr., et ux.

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 NWSWSW-23-T32N-R109W.

CORRECTIVE ASSIGNMENT OF OIL AND GAS LEASEHOLD INTEREST

THIS ASSIGNMENT made this 22 day of July, 2005, by MARY HAY of 812 Bushnell, Rock Springs, Sweetwater County, Wyoming 82901, hereinafter called "Assignor", and MARY HAY, Trustee of the MARY HAY LIVING TRUST DATED MAY 17, 2005, whose address is 812 Bushnell, Rock Springs, Sweetwater County, Wyoming 82901, hereinafter called "Assignor";

W I T N E S S E T H:

WHEREAS, on July 1, 1975, an Oil, Gas and Mineral Lease was entered into by and among Brant M. Jensen and Josephine Jensen, husband and wife, and Leo J. Jensen and Eva Jensen, husband and wife, as Lessor, and Leonard Hay, as Lessee, which Oil, Gas and Mineral Lease was recorded February 20, 1980, in Book 58 O&G, Page 626, in the records of the Sublette County Clerk's Office; and

WHEREAS, on February 20, 1980, Brant M. Jensen and Joseph Jensen and Leo J. Jensen and Eva Jensen, and Leonard Hay entered into an Extension of Oil and Gas Lease, which Extension of Oil and Gas Lease was recorded on February 27, 1980, in Book 58 O&G, Page 634, in the records of the Sublette County Clerk's Office; and

WHEREAS, on September 16, 1994, an Oil and Gas Lease was entered into by and between Elva Louise Vible, as Lessor, and Leonard Hay, as Lessee, which Oil and Gas Lease was recorded September 20, 1994, in Book 99 Oil & Gas, Page 83, in the records of the Sublette County Clerk's Office; and

WHEREAS, on September 27, 1996, Leonard Hay executed a General Conveyance, 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, on May 17, 2004, in two separate assignments, Susan Hay Bell and Mary Hay, as successor trustees to Leonard Hay under the LEONARD HAY LIVING TRUST DATED SEPTEMBER 27, 1996, pursuant to the General Conveyance of Leonard Hay dated September 27, 1996, assigned all interest held by Leonard Hay to Susan Hay Bell and Mary Hay, Trustees of the Leonard Hay Living Trust dated September 27, 1996, by Assignment of Oil and Gas Leasehold Interest recorded May 20, 2004, in Book 127 O&G, Page 547, in the records of the Sublette County Clerk's Office; and

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

312581

RECORDED July 28 2005 8:50 AM
BOOK 130 O&G PAGE 488
FEES 14.00 Mary L. Lyttle CLERK
BY RECORDER Cathy Scott

by the LEONARD HAY LIVING TRUST DATED SEPTEMBER 27, 1996, to Susan Hay Bell, in an undivided one-half interest and Mary Hay, in an undivided one-half interest;

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 MARY HAY, Trustees, or her successors in trust under the MARY HAY LIVING TRUST DATED MAY 17, 2005, and any amendments thereto, of 812 Bushnell, Rock Springs, Sweetwater County, Wyoming 82901, all interest held by MARY HAY, individually, in and to that certain Oil, Gas and Mineral Lease dated July 1, 1975, and any and all extensions to said Oil, Gas and Mineral Lease dated July 1, 1975, and all interest held by MARY HAY, individually, in and to that certain Oil and Gas Lease dated September 16, 1994, covering the following described real property:

Township 31 North, Range 109 West, 6th P.M., Sublette County, Wyoming

Section 10: NE/4SE/4, S/2SE/4;
Section 11: Lots 2, 3, 4, 5, 6, 7, W/2NE/4, S/2NW/4, NW/4SW/4;
Section 14: Lots 1, 2, NE/4NW/4;
Section 15: Lots 1, 2;

Also all the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7, Section 11, Lots 1 and 2, Section 14, and Lots 1 and 2, Section 15, T. 31 N. R. 109 W., 6th P.M.

and

Township 31 North, Range 108 West, 6th P.M., Sublette County, Wyoming

Section 5: Lot 4 (NW/4NW/4); SW/4NW/4;
Section 6: Lots 1, 2 (N/2NE/4); S/2NE/4; Lot 5 (SW/4NW/4); SE/4NW/4; Lots 6, 7, 12, 13 (SW/4);
Section 7: Lot 2 (NW/4NW/4); NE/4NW/4; NW/4NE/4;

Township 32 North, Range 108 West, 6th P.M., Sublette County, Wyoming

Section 32: S/2SW/4;

Township 31 North, Range 109 West, 6th P.M., Sublette County, Wyoming

Section 1: S/2NE/4; Lot 5 (SE/4SE/4); NE/4SE/4; W/2SE/4; E/2SW/4; SW/4SW/4;
Section 11: E/2NE/4;
Section 12: Lots 1, 2, 3 (N/2NE/4, NE/4NW/4); NW/4NW/4; Lot 4 (SW/4NW/4).

EXCEPTING THEREFROM that portion heretofore assigned to J. Archie Chant, in an undivided one-half interest, and Tom D. Chant, in an undivided one-half interest, by Assignment of Oil and Gas Leasehold Interest dated November 16, 2004, recorded November 19, 2004, in Book 129 O&G, Page 98, in the records of the Sublette County Clerk's Office, covering the following described real property, and subsequently amended by Corrective Assignment of Oil and Gas Leasehold Interest dated July 12, 2004, recorded July 12, 2004 in Book 127 O&G, Page 704, in the Sublette County Clerk's Office:

[redacted] [redacted] [redacted]

Township 31 North, Range 109 West, 6th P.M., Sublette County, Wyoming

Section 11: Lots 4 and 5 (SW/4SW/4); NW/4SW/4

Also all the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7, Section 11, Lots 1 and 2, Section 14, and Lots 1 and 2, Section 15, T. 31 N. R. 109 W., 6th P.M.

EXCEPTING AND EXCLUDING THE WELLFORE JENSEN 14-11D

AND FURTHER EXCEPTING THEREFROM that portion heretofore assigned to J. Archie Chant, in an undivided one-half interest, and Tom D. Chant, in an undivided one-half interest, by Assignment of Oil and Gas Leasehold Interest dated November 16, 2004, recorded November 19, 2004, in Book 129 O&G, Page 98, in the records of the Sublette County Clerk's Office, 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 the said interest in the Oil, Gas and Mineral Lease dated July 1, 1975, and any and all extensions thereto, and the Oil and Gas Lease dated September 16, 1994, hereby conveyed to Assignee, her heirs, representatives and assigns forever.

MARY HAY

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this 22 day of July, 2005, by MARY HAY.

Witness my hand and official seal.

My commission expires:

August 1, 2005

Notary Public

THEDA A. PORTER - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 1, 2009

ASSIGNMENT AND CONVEYANCE

THIS ASSIGNMENT AND CONVEYANCE (the "Assignment"), dated effective July 20, 2005 at 7:01 a.m., Casper, Wyoming Time (the "Effective Time"), is from OWEN P. MILES, JR. and MADELYN L. MILES ("Assignors") whose address is 13571 China Berry Way, Ft. Myers, FL 33908, to OWEN P. MILES, JR. and MADELYN L. MILES, Trustees, under the MILES FAMILY WYOMING MINERAL TRUST, dated July 11, 2005 and any amendments thereto, whose address is 13571 China Berry Way, Ft. Myers, FL 33908, ("Assignees").

I.

NOW, THEREFORE, for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors hereby transfer, grant, bargain, sell, convey and assign to Assignees all of their right, title, claims, interests and estates in and to the following interests (hereinafter referred to as the "Interests"), to wit:

(a) All the interests in oil, gas and other minerals, wherever situated, presently owned by Assignors, which interests include, without limitation, interests in and to or derived under the oil, gas and mineral leases, other mineral leases and options to lease; all overriding royalty interests; all mineral interests; all production payment interests; all fee interests; all oil, gas and mineral servitudes; all oil, gas and mineral royalty interests; and all interests, of whatever nature, in the lands described in Exhibit "A" hereto (the foregoing interests shall hereinafter be referred as the "Property" or "Properties"), and which interests include, without limitation, all oil, gas and other minerals in, on, produced (after the Effective Time) from or otherwise attributable to each Property, and all rights, easements, uses, profits a prendre, privileges, benefits and powers conferred upon the owner of each Property with respect to the use and occupation of the surface of, and the subsurface depths under, the land covered by such Property which may be necessary, convenient or incidental to the possession and enjoyment of the Property, except as specifically limited and excepted hereinbelow it being the intent of Assignors to convey to Assignees all of Assignors' interest in the Property whether or not correctly described in Exhibit "A";

(b) All of Assignors' right, title, interest, obligations, duties and estate in and to or derived under all properties and agreements, contracts and other rights incident to the Properties or lands pooled or unitized therewith, including oil, gas and product sales, purchase, transportation, exchange and processing contracts, casinghead gas contracts, division orders, operating agreements, balancing agreements, joint venture agreements, secondary and tertiary recovery unit agreements, farmout and farm-in agreements, commingling agreements, and all other contracts, agreements and instruments (including, without limitation, the benefits, obligations and liabilities of penalty provisions thereof and future interests, reversionary rights and deferred interests) and orders in any way relating thereto, which relate to any of the Properties, or to the production of oil, gas and other minerals from or attributable to the Properties, but only insofar as such contracts, agreements and instruments relate to either the Properties or to oil, gas and related products purchased or otherwise obtained by third parties; the recitations in specific descriptions that certain interests are subject to a specifically described agreement or interest shall not operate to

312696

RECORDED Aug. 1 2005 10:30AM
IN BOOK 130 D+G PAGE 491
FEES 20.00 COUNTY CLERK
By Cathy Scott

subject any such interest to any such agreement or instrument except to the extent that such agreement or instrument is valid and presently subsisting with respect to such interest;

(c) All of Assignors' right, title, interest and estate in and to or derived from the oil, gas, or mineral unitization, pooling and communitization agreements, declarations and orders relating to the Properties and the units created thereby (including, without limitation, all units formed under orders, regulations, rules or other official acts of any federal, state or other governmental agency having jurisdiction), which relate to any of the Properties, or to the production of oil, gas or other hydrocarbons from or attributable to the Properties;

d) All of Assignors' right, title and interest on all oil, gas and other minerals, wheresoever situated, presently owned by Assignors, or hereinafter acquired, but not described on Exhibit "A", it being Assignors' intent to convey all mineral interests owned by Assignors.

TO HAVE AND TO HOLD the Interests unto Assignees, their successors and assigns, forever.

II.

Assignors hereby warrant title to the Interests by, through and under them but no others. In the event there is a conflict between the terms and provisions of this Assignment and the provisions of any statutory, judicial or regulatory orders, rules or regulations, or the provisions of any agreements or other matters set out above, then except as set out herein, the terms of any such valid rules, regulations, orders, agreements or other such matters shall prevail, to the extent they are valid, enforceable and applicable to the properties.

III.

Assignors also hereby grant, assign and transfer to Assignees, their successors and assigns, to the extent so transferable, (a) the benefit of and the right to enforce the covenants, obligations and warranties, if any, which Assignors are entitled to enforce with respect to the Interests against Assignors' predecessors in title to the Interest and (b) full substitution and subrogation of all rights accruing under the statutes of limitations or prescriptions under the laws of the state of Wyoming.

IV.

The parties agree to take all such further actions and to execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. So long as authorized by applicable law to do so, Assignors agrees to execute, acknowledge and deliver to Assignees all such other additional instruments, notices, division orders, transfer orders and other documents and to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to Assignees the Interests conveyed hereby or intended so to be.

V.

Assignors, or Assignors and Assignees, have executed, or will execute, certain separate Assignments of individual oil, gas and mineral leases, or interests therein, which are included in the Interests for filing with and approval by the United States of America, State of Wyoming and other governmental entities and agencies. Said separate Assignments are, or will be, on forms prescribed or suggested by said governmental entities or agencies; evidence the conveyance and assignment of the applicable Interests

herein made and do not constitute any additional conveyance or assignment of the oil, gas, and mineral leases, lands or interests therein or herein described or any rights therein; are not intended to modify, and shall not modify, any of the terms, covenants and warranties herein set forth and are not intended to create and shall not create any additional covenants and warranties of or by Assignors to Assignees; and shall be deemed to contain all of the terms and provisions hereof, as fully and to all intents and purposes as though the same were set forth at length in said separate assignment. Said separate Assignments and this Assignment shall, when taken together, be deemed to constitute the one conveyance and assignment by Assignors of the applicable portion of the Interests, as hereinabove set forth. This assignment, insofar as it pertains to those of the Interests as to which said separate Assignments have been, or will be, executed for filing with and approval by the United States of America, State of Wyoming, or any other governmental entity or agency, are made and accepted subject to the approval of appropriate governmental entities and agencies as to the terms of such approval, if and to the extent required by law. Assignors may be the owners of, and intend to assign to Assignees, certain interests in oil, gas and mineral leases falling under the jurisdiction of the United States of America, State of Wyoming, or other governmental entities and agencies and for which no separate form of Assignment is prescribed or suggested. To the extent that a single Assignment document is permitted by law to transfer rights to such interests, the parties intend that this Assignment constitute such Assignment document.

This Assignment shall bind and inure to the benefit of Assignors and Assignees and their respective successors and assigns.

EXECUTED this 20th day of July, 2005, to be effective for all purposes as of the Effective Time.

ASSIGNORS:

Owen P. Miles Jr
OWEN P. MILES, JR.

Madelyn L. Miles
MADELYN L. MILES

ACKNOWLEDGMENT

STATE OF FLORIDA)
) SS.
COUNTY OF Lee)

The foregoing ASSIGNMENT AND CONVEYANCE was acknowledged before me by Owen P. Miles, Jr. on this 20th day of July, 2005.

Witness my hand and official seal.

Neva Butcher
Notary Public

My commission expires:

6-3-08

NEVA BUTCHER
NOTARY PUBLIC State of Florida
My Comm. Expires June 3, 2008
No. DD 314750

STATE OF FLORIDA)
) SS.
COUNTY OF Lee)

The foregoing ASSIGNMENT AND CONVEYANCE was acknowledged before me by Madelyn L. Miles on this 28th day of July, 2005.

Witness my hand and official seal.

Neva Butcher
Notary Public

My commission expires:

6-3-08

NEVA BUTCHER
Notary Public, State of Florida
My Commission Expires June 3 2008
No. DD 314750

AFTER RECORDING PLEASE RETURN TO:
HARRY B. DURHAM, III
OHIO OIL OFFICE BUILDING
159 NORTH WOLCOTT, SUITE 200
CASPER, WYOMING 82601

EXHIBIT "A"

Sublette County Properties

Bird Canyon Field
Fed. Lse. W 53094
SEC 33, 34, 35, T 27 N R 111 W
Paid by: Encana Oil & Gas (USA)
370 17th St., Ste. 1700
Denver, CO 80202
Owner No. 2112480 0 P Miles

Mickelson Creek Field
Fed. Lse. W 06009
SEC 7, 17, 20, T 32 N R 114 W
Paid by: Encana Oil & Gas (USA)
370 17th St., Ste. 1700
Denver, CO 80202
Owner No. 2112480 0 P Miles

ASSIGNMENT OF PROCEEDS FROM OIL & GAS WELLS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Doris M McMurry Trustee of the Doris M 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 Linda Slattery, 3850 E 14th 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 wells in Sublette County, Wyoming, to-wit:

Jonah Federal 3-5
T28N, R108W
SECTION 5: NE SW

Stud Horse Butte 1-33
T29N, R108W
SECTION 33: NE NE

Stud Horse Butte 53-34
T29N, R108W
SECTION 34: SE SE

312999

RECORDED Aug. 11 2005 10:35AM
IN BOOK 130 B+G PAGE 496
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING
By Patti Baker

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 2 day of Aug, 2005, to be effective as of the first day of June 2005.

Doris M McMurry, Trustee
Doris M McMurry Revocable Trust

STATE OF Wyoming)
) SS
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 9th day of August, 2005, by Doris M McMurry, Trustee of the Doris M McMurry Revocable Trust.

Witness my hand and official seal.

County of Natrona
My com... 07

Notary Public

My Commission Expires: 11-2-07

497

FORM 5—(PRODUCER'S SPECIAL)(PAID-UP)

KANSAS BLUE PRINT CO INC

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 5th day of January 2005

by and between Carney Ranch Company

whose mailing address is 75 Black Butte Rd Cora, WY 82902 hereinafter called Lessor (whether one or more),

and Black Butte Gas Company c/o Carney Management LLC

10 S. Riverside Plaza Suite 1470 Chicago, IL 60606, hereinafter called Lessee:

WITNESSETH. That the said lessor, for and in consideration of Ten ($10) DOLLARS, cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of exploring by geophysical and other methods, mining and operating for oil and gas, and of laying of pipe lines, and of building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Sublette, State of Wyoming, described as follows, to-wit:

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

of Section ..., Township 37N, Range 110W, and containing 650 acres, more or less.

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 or either of them is produced from said land by lessee.

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~~ sixth (1/6) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-~~eighth~~ sixth (1/6), at the market price at the well for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar ($1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

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.

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's operations to growing crops on said land.

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.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

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.

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, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

313125

RECORDED Aug. 15 2005 10:30 AM
IN BOOK 130 M&G PAGE 497
FEES $ 14.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

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

Witnesses:

Carney Ranch Company

Martha LaFrentz

Erik S. Carney Member

[redacted] [redacted] [redacted]

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

Before me, the undersigned, a Notary Public, within and for said county and state, on this _____ day of _____, 19____, personally appeared _____ and _____, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires _____ _____
Notary Public.

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

Before me, the undersigned, a Notary Public, within and for said county and state, on this _____ day of _____, 19____, personally appeared _____ and _____, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires _____ _____
Notary Public.

STATE OF Illinois } ss. ACKNOWLEDGMENT FOR CORPORATION
COUNTY OF Cook }

On this 8th day of January, A. D., 2005, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Peter R. Carney, to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its _____ President and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires 9/29/2007 Mary Ellen Lester
Notary Public.

"OFFICIAL SEAL"
Mary Ellen Lester
Notary Public, State of Illinois
My Commission Exp. 09/29/2007

OIL AND GAS LEASE

No. _____

FROM _____

TO _____

Date _____, 19____

Section _____ Twp _____ Rge _____

No. of Acres _____ Term _____

County _____

STATE OF _____ } ss:
County of _____ }

This instrument was filed for record on the _____ day of _____, 19____ at _____ o'clock ____ M., and duly recorded in Book _____ Page _____ of the records of this office.

Register of Deeds.

By _____

When recorded, return to _____

THE KANSAS BLUE PRINT CO.
117 NORTH MARKET ST. WICHITA, KANSAS
PHOTOSTAT SERVICE-UP-TO-DATE OIL MAPS

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged. For acknowledgment by mark, use regular Kansas acknowledgment.

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

Before me, the undersigned, a Notary Public, within and for said county and state, on this _____ day of _____, 19____, personally appeared _____ and _____, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires _____ _____
Notary Public.

BBGCRlease1204
Dec.28,2004

Schedule A
Description of Lands

This Exhibit is attached to and made a part of that certain Oil and Gas Lease between Carney Ranch Company as Lessor, and Black Butte Gas Company as Lessee dated Jan. 8, 2005.

Township 37 North, Range 110 West of the 6th P.M.

Section 22	S1/2SW1/4 excepting those parts lying and being situated Northerly of the thread of the channel of the Green River;
Section 26	SW1/4NE1/4, S1/2NW1/4, SW1/4, NW1/4SE1/4
Section 27	SE1/4NE1/4, SE1/4, NW1/4NW1/4, excepting that part of the NW1/4NW1/4 lying and being situated northerly of the thread Of the channel of the Green River;
Section 34	N1/2NE1/4

It is the intent of this lease to include all minerals belonging to the Lessor in subject township whether specifically described or not.

Signed

Peter R. Carney, President
Carney Ranch Company

[redacted] [redacted] [redacted]

Form Approved by the Board
and Effective January 6, 1998

WY-096222-002

Lease # 05-00339

Parcel # 371

Fund Code: CS

STATE OF WYOMING

OIL AND GAS LEASE

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

SWEPI LP

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:

All Section: 16 Township: 27 North Range: 105 West of the 6th P.M.

County: Sublette Total Acres: 640.00 Advance Rental: $640.00
($1.00 per ace 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 2005** A.D.

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

LESSEE Signature: B.O Culwell By: Lynne Boomgaarden

LESSEE SWEPI LP

Director, Office of State Lands and Investments

Address: P.O. Box 576

City, Houston State, TX Zip 77001

Phone # 281. 544. 2547

313216

RECORDED Aug. 18 2005 10:55AM
IN BOOK 130 B+G PAGE 500
FEES $ 11.00 M. L. [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scarter

OIL AND GAS TERMS

Section 1 THE LESSEE AGREES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

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

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

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

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

WY-09623-002

Form Aporoved by the Board
and Effective January 6, 1998

Lease # 05-00332

Parcel # 364

Fund Code: CS

STATE OF WYOMING

OIL AND GAS LEASE

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

SWEPI LP

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:

SESE Section: 32 Township: 28 North Range: 104 West of the 6th P.M.

County: Sublette Total Acres: 40.00 Advance Rental: $40.00
($1.00 per ace 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 2005** A.D.

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

LESSEE Signature: B O Enterprises By: Lynne Boomgaarden

LESSEE SWEPI LP

Director, Office of State Lands and Investments

Address: P.O. Box 576

City, Houston State, TX Zip 77001

Phone # 281.544.2547

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RECORDED Aug. 18 2005 10:55 AM
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SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Carter

OIL AND GAS TERMS

Section 1 THE LESSEE AGREES:

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

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

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

After the discovery of oil or gas in paying quantities to pay the lessor in advance beginning with the first day of the lease year succeeding the lease year in which actual discovery was made, an annual rental of $2 00 per acre or fraction thereof, unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k)SUSPENSION OF OPERATIONS. Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2 00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

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

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

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

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

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

Section 2. THE LESSOR EXPRESSLY RESERVES:

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

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

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

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

Form Approved by the Board
and Effective January 6, 1998

WY-0962 4-002

Lease # 05-00331

Parcel # 363

Fund Code: CS

STATE OF WYOMING

OIL AND GAS LEASE

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

SWEPI LP

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:

N2NE:NENW:S2NW:N2S2 Section: 14 Township: 28 North Range: 104 West of the 6th P.M.

County: Sublette Total Acres: 360.00 Advance Rental: $360.00
($1.00 per ace 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 2005** A.D.

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

LESSEE Signature: B.O. Edwards By: Lynne Boomgaarden

LESSEE SWEPI LP

Director, Office of State Lands and Investments

Address: P.O. Box 576

City, Houston State, TX Zip 77001

Phone # 281. 544. 2547

313218

RECORDED Aug. 18 2005 10:55AM
IN BOOK 130 046 PAGE 504
FEES $ 11.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By [illegible]

OIL AND GAS TERMS

Section 1 THE LESSEE AGREES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

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

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

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

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

Form Approved by the Board
and Effective January 6, 1998

'NY-09627-002

Lease # 05-00330

Parcel # 362

Fund Code: CS

STATE OF WYOMING

OIL AND GAS LEASE

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

SWEPI LP

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:

All Section: 16 Township: 27 North Range: 104 West of the 6th P.M.

County: Sublette Total Acres: 640.00 Advance Rental: $640.00
($1.00 per ace 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 2005** A.D.

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

LESSEE Signature: E.O. Fudanish By: Lynn Bommarito

LESSEE SWEPI LP

Address: P.O. Box 576

City. Houston State, TX Zip 77001

Phone # 281.544.2547

Director, Office of State Lands and Investments

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IN BOOK 130 O+G PAGE 506

FEES $ 11.00 COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Scott

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 calender 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 calender 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 comering 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 comering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

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

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

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

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

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

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

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

prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

WY-09911-001

Form Approved by the Board
and Effective January 6, 1998

Lease # 05-00341

Parcel # 373

Fund Code: CS

STATE OF WYOMING

OIL AND GAS LEASE

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

SWEPI LP

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:

SWSE Section: 24 Township: 28 North Range: 105 West of the 6th P.M.

County: Sublette Total Acres: 40.00 Advance Rental: $40.00
($1.00 per ace 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 2005** A.D.

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

LESSEE Signature: B. W. Williams

LESSEE SWEPI LP

Address: P.O. Box 576

City, Houston State, TX Zip 77001

Phone # 281.544.2547

By: Lynne Boomgaarden

Director, Office of State Lands and Investments

313220

RECORDED Aug. 18 2005 10:55AM

IN BOOK 130 O&G PAGE 508

FEES $ 11.00 COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Scott

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 comering 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 comering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

Form Approved by the Board
and Effective January 6 1998

WY-09913-001

Lease # 05-00344

Parcel # 376

Fund Code: CS

STATE OF WYOMING

OIL AND GAS LEASE

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

SWEPI LP

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:

All Section: 36 Township: 27 North Range: 106 West of the 6th P.M.

County: Sublette Total Acres: 640.00 Advance Rental: $640.00
($1.00 per ace 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 2005** A.D.

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

LESSEE Signature: B.O. Endacott By: Lynne Boomgaarden

LESSEE SWEPI LP

Director, Office of State Lands and Investments

Address: P.O. Box 5716

City, Houston State, TX Zip 77001

Phone # 281. 544. 2547

313221

RECORDED Aug. 18 2005 10:55AM

IN BOOK 130 046 PAGE 510

FEES $ 11.00 COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Smith

OIL AND GAS TERMS

Section 1. THE LESSEE AGREES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

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

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

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

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

Form Approved by the Board
and Effective January 6 1966

WY-09914-001

Lease # 05-00346

Parcel # 378

Fund Code: CS

STATE OF WYOMING

OIL AND GAS LEASE

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

SWEPI LP

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:

NESW Section: 19 Township: 28 North Range: 106 West of the 6th P.M.

County: Sublette Total Acres: 40.00 Advance Rental: $40.00
($1.00 per ace 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 2005** A.D.

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

LESSEE Signature: B.O. Enderlin By: Lynne Boomgaarden

LESSEE SWEPI LP

Director, Office of State Lands and Investments

Address: P.O. Box 576

City, Houston State, TX Zip 77001

Phone # 281. 544. 2547

313222

RECORDED Aug. 18 2005 10:55AM

IN BOOK 130 Opt PAGE 512

FEES $ 11.00 COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Scott

OIL AND GAS TERMS

Section 1 THE LESSEE AGREES.

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

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

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

After the discovery of oil or gas in paying quantities to pay the lessor in advance beginning with the first day of the lease year succeeding the lease year in which actual discovery was made, an annual rental of $2 00 per acre or fraction thereof, unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k)SUSPENSION OF OPERATIONS. Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2 00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

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

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

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

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

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

prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

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

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

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

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

Form Approved by the Board
and Effective January 6 1998

WY-09915-01

Lease # 05-00347

Parcel # 379

Fund Code: CS

STATE OF WYOMING

OIL AND GAS LEASE

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

SWEPI LP

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:

Lots 3,4 Section: 30 Township: 28 North Range: 106 West of the 6th P.M.

County: Sublette Total Acres: 72.52 Advance Rental: $73.00
($1.00 per ace 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 2005** A.D.

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

LESSEE Signature: B.O. Edwards By: Lynne Boomgaarden

LESSEE SWEPI LP

Director, Office of State Lands and Investments

Address: P.O. Box 576

City, Houston State, TX Zip 77001

Phone # 281. 544. 2547

313223

RECORDED Aug. 18 2005 10:55AM
IN BOOK 130 Of 6 PAGE 514
FEES $ 11.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

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 pertainwng to the production from offset wells operated by the lessee, his operator, or sub-lessee on other lands, which shall be opened at all times for the inspection of any duly authorized agent of the lessor.

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

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

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

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

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

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

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

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

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

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

(k)SUSPENSION OF OPERATIONS. Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed. During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2 00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

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

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

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prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

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

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

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

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

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

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

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

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

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

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

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

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

[redacted] [redacted] [redacted]

Lease # 05-00364

STATE OF WYOMING

Parcel # 396

OIL AND GAS LEASE

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**:

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:

Lot 3:S2NW:NWSW Section: 12 Township: 32 North Range: 114 West of the 6th P.M.

County: Sublette Total Acres: 136.81 Advance Rental: $137.00
($1.00 per ace 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** 2005 A.D.

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

LESSEE Signature: E. Craig Settle

LESSEE Craig Settle

Address: 5897 S. Fulton Way

City Greenwood Vlg State, CO Zip 80111

Phone # 303-903-9181

By: Jane Boomgaarden

Director, Office of State Lands and Investments

SEAL

313243

RECORDED Aug. 19 2005 9:00 AM

IN BOOK 130 046 PAGE 516

FEES $ 11.00 [illegible] COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Scott

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 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 Commissions insofar as the surface is not necessary for the use of the lessee in the conduct of operations hereunder.

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

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

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

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

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

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

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

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

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

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

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

2005 JUN 26 AM 9 24

STATE OF WYO

[redacted] [redacted] [redacted]

ASSIGNMENT OF PROCEEDS FROM OIL & GAS WELLS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Doris M McMurry Trustee of the Doris M 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 Jodi Ramsour 905 7 Mile Road Casper Wyoming 82604 (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 wells in Sublette County, Wyoming, to-wit:

Jonah Federal 3-5
T28N, R108W
SECTION 5: NE SW

Jonah Federal 4-4
T28N, R108W
SECTION 4: NW SW

Stud Horse Butte 55-34
T29N, R108W
SECTION 34: SE SW

Stud Horse Butte 53-34
T29N, R108W
SECTION 34: SE SE

Stud Horse Butte 40-26
T29N, R108W
SECTION 25: SW NW

313282

RECORDED Aug. 22 2005 11:15AM
IN BOOK 130 O+G PAGE 518
FEES $ 8.00 CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Souter

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 12 day of August, 2005, to be effective as of the first day of June 2005.

Doris M McMurry, Trustee
Doris M McMurry Revocable Trust

STATE OF Wyoming)
) SS
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 12 day of August, 2005, by Doris M McMurry, Trustee of the Doris M 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: [redacted]

519

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance ("Assignment"), Effective July 1, 2004 is made between Griggs Oil, Inc., (GOI) as Operator and Griggs Oil Company, L.P. (GOCLP) as interest owner, herein referred to as "Assignors", in favor of PENSA, Inc., a Colorado corporation, whose address is 609 West Littleton Boulevard #300, Littleton CO 80120, hereinafter referred to as "Assignee".

RECITALS

Assignor, Griggs Oil Company, L. P. is the present owner of certain real and personal property interests in Sublette County, Wyoming, and Assignor Griggs Oil, Inc. is the Operator of the same certain real and personal property interests in Sublette County, Wyoming, hereinafter referred to as the "Purchased Property".

Assignors have agreed to assign, sell and transfer to Assignee the Purchased Property pursuant to the terms of this Assignment.

NOW THEREFORE, for and in consideration of the sum of One Hundred Dollars ($100.00) and other good and valuable consideration paid by assignee to Assignors, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby SELL, BARGAIN, GRANT, TRANSFER, CONVEY and ASSIGN unto Assignee, its successors and assigns, all of Assignor's right, title and interest, including after acquired title, if any, in and to the following:

a. the oil and gas leases (the "Leases") described in Exhibit A, attached hereto, insofar as they cover the Lands (the "Lands") described in Exhibit A, together with all well and tank battery sites and Assignor's right to use the surface of said Lands.

b. the wells (the "Wells") located upon said Land, if any.

c. all contracts, agreements, and instruments, and all rights and obligations existing or accrued thereunder of whatsoever nature, relating to any of the Leases, or Wells to the extent they relate to the interests covered by the Leases, including but not limited to, unit agreements, operating agreements, farmin agreements, assignments, gas purchase and sale Agreements and other validly existing agreements, or obligations, whether of record or not (the"Contracts").

d. all tenements, appurtenances, permits, licenses, servitudes, easements, surface leases and rights of way of every kind in any way appertaining, belonging, affixed or appurtenant to or used in connection with the ownership or operation of any of the Leases, Lands, or Wells(collectively, the "Easements")

e. all surface facilities, downhole and surplus equipment directly used in connection with the operation of the Wells, the pipeline and gathering systems and at the well location on the Effective Date, inclusive of all flowlines, spools, valves, and maniflolds located on or between the Wells and the battery locations(collectively, "Equipment Inventory")

f. all of Assignor's right, title and interest in oil and gas, casinghead gas and related production produced from the net revenue, overriding royalty, production payment or mineral interests covered by the Leases to the extent such production is produced after the Effective Time (collectively. "Production").

313329

RECORDED Aug. 23 2005 9:10 AM
IN BOOK 130 Of6 PAGE 519
FEES $ 27.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

g. the files, books, maps, records, data owned or maintained by Assignors which relate to the interests conveyed hereunder, but excluding, however, such items that Assignors are contractually restricted from transferring (collectively, the "Data")

The Leases, Wells, Contracts, Easements, Equipment Inventory, Production and Data arte collectively referred to herein as the "Assets." The right, title, and interests of the Assignors in the Assets conveyed and transferred herein referred to collectively as the "Purchased Property."

2. This Assignment is made and accepted subject to the following:

a. This Assignment shall include after acquired title. ALL PURCHASED PROPERTY HEREIN DESCRIBED IS ASSIGNED, TRANSFERRED AND ACCEPTED BY ASSIGNEE AS-IS, WHERE-IS, WITHOUT WARRANTY OF ANY NATURE, EITHER EXPRESSED, STATUTORY OR IMPLIED, WHETHER AS TO DESCRIPTION, CONDITION, QUALITY, FITNESS FOR ANY PURPOSE, MERCHANTABILTY, COMPLETENESS, CONFORMITY TO ANY MODEL, SAMPLE OR DESCRIPTION OR OTHERWISE INCLUDING THE ENVIRNOMENTAL CONDITION OF THE LANDS AND ASSOCIATED EQUIPMENT AND ASSIGNEE IS AWARE OF AND ACFEPTS SUCH ENVIRNOMENTAL CONDITION. ASSIGNEE ACCEPTS SAME ON AN AS-IS, WHERE-IS BASIS, SUBJECT TO ALL OBVIOUS AND LATENT DEFECTS AND ALL RISKS INHERENT IN USING AND OPERATING SAME.

b. assignee shall be entitled to and represents that it has received all credits arising from the ownership and operation of the Purchased Property before or after the Effective Time and shall be responsible for and hold Assignors harmless from all claims, demands, costs (including but not limited to, property taxes), expenses, disbursements, obligations and liabilities of any nature attributable to the Purchase Property [redacted] after the Effective Time.

c. Assignors and Assignee agree to take all such further action and execute, acknowledge and deliver all such further documents as may reasonably be necessary or useful in carrying out the purposes of this Agreement.

d. The assignment of Leases and Lands set forth herein is in duplication of and not in addition to those assignments of the Federal leases described on Exhibit A prepared upon the Federal forms of assignment and filed with the appropriate Federal Agencies for approval pursuant to federal rules and regulations. As to said assignment of Leases and Lands herein, this instrument is executed for the purpose of recording pursuant to the Laws of the State of Wyoming in the appropriate records maintained in and for the County of Sublette, Wyoming.

This Assignment 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 acknowledgements below but the Effective Time shall be July 1, 2004 at 8:00 a. m. Mountain Time.

ASSIGNORS:

Jack S. Griggs GP
Griggs Oil Company, L. P.

Jack S. Griggs, President
Griggs Oil, Inc.

ACKNOWLEDGEMENT

State of Kansas)
) ss.
County of Sedgwick)

The foregoing instrument was acknowledged before me on the 24th day of August 2004, by Jack S. Griggs, personally known to me as the General partner of Griggs Oil Company, L. P. and President of Griggs Oil, Inc. for and on behalf of each.

WITNESS my hand and official seal.

Notary Public
Virginia Lee Smith

My Commission Expires:
August 25, 2004

VIRGINIA LEE SMITH
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 8/25/04

[redacted] [redacted] [redacted]

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-121697	TOWNSHIP 30 NORTH, RANGE 115 WEST, 6TH P.M. 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, 6TH P.M. Section 33: ALL Section 34: ALL Section 35: ALL	9/1/90	1,920.00
WYW-124447	TOWNSHIP 30 NORTH, RANGE 115 WEST, 6TH P.M. Section 36: ALL	7/1/91	635.20

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance ("Assignment"), Effective February 7, 2002, is made between Pendleton Land and Exploration, Inc., whose address is 1615 California Street, Suite 322, Denver, CO 80202, hereinafter referred to herein as "Assignor", 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 "Assignee".

RECITALS

Assignor is the present owner of certain real and personal property interests in Sublette County, Wyoming, hereinafter referred to as the "Purchased Property".

Assignor has agreed to assign, sell and transfer to Assignee the Purchased Property, pursuant to the terms of this Assignment.

NOW THEREFORE, for and in consideration of the sum of One Hundred Dollars ($100.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby SELLS, BARGAINS, GRANTS, TRANSFERS, CONVEYS and ASSIGNS unto Assignee, its successors and assigns, all of Assignor's right, title and interest, including after acquired title, if any, in and to the following:

a. the oil and gas leases (the "Leases") described in Exhibit A, attached hereto, insofar as they cover the Lands (the "Lands") described in Exhibit A, together with all well and tank battery sites and Assignor's right to use of the surface of said Lands.

b. the wells (the "Wells") located upon said land, if any;

c. all contracts, agreements, and instruments, and all rights and obligations existing or accrued thereunder of whatsoever nature, relating to any of the Leases, Lands, or Wells to the extent they relate to the interests covered by the Leases, including, but not limited to, unit agreements operating agreements, farmin agreements, assignments, gas Purchase and sale agreements and other validly existing agreements, whether of record or not (the "Contracts").

d. all tenements, appurtenances, permits, licenses, servitudes, easements, surface leases and rights of way of every kind in any way appertaining, belonging, affixed or appurtenant to or used in connection with the ownership or operation of any of the Leases, Lands, or Wells (collectively, the "Easements").

e. all surface facilities and downhole equipment directly used in connection with the operation of the Wells and at the well location on the Effective Date, inclusive of all flowlines, valves, and manifolds located on or between the Wells and the battery locations (collectively, the "Equipment Inventory");

f. all of Assignor's right, title and interest in oil, gas, casinghead gas and related production produced from the net revenue, overriding royalty, production payment or mineral interests covered by the Leases to the extent such production is produced after the Effective Time (collectively, "Production");

g. The files, books, maps, records, data owned or maintained by Assignor which relate to the interests conveyed hereunder, but excluding, however, such items that Assignor is contractually restricted from transferring (collectively, the "Data").

The Leases, Wells, Contracts, Easements, Equipment Inventory, Production, and Data are collectively referred to herein as the "Assets." The right, title, and interest of Assignor in the Assets conveyed and transferred herein referred to collectively as the "Purchased Property."

313330

RECORDED Aug. 23 2005 9:10AM
IN BOOK 130 046 PAGE 523
FEES $24.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

2. This Assignment is made and accepted subject to the following:

a. This Assignment shall include after acquired title. ALL PURCHASED PROPERTY HEREIN DESCRIBED IS ASSIGNED, TRANSFERRED AND ACCEPTED BY ASSIGNEE AS-IS, WHERE-IS, WITHOUT WARRANTY OF ANY NATURE, EITHER EXPRESSED, STATUTORY OR IMPLIED, WHETHER AS TO DESCRIPTION, CONDITION, QUALITY, FITNESS FOR ANY PURPOSE, MERCHANTABILITY, COMPLETENESS, CONFORMITY TO ANY MODEL, SAMPLE OR DESCRIPTION OR OTHERWISE INCLUDING THE ENVIRONMENTAL CONDITION OF THE LANDS AND ASSOCIATED EQUIPMENT AND ASSIGNEE IS AWARE OF AND ACCEPTS SUCH ENVIRONMENTAL CONDITION. ASSIGNEE ACCEPTS SAME ON AN AS-IS, WHERE-IS BASIS, SUBJECT TO ALL OBVIOUS AND LATENT DEFECTS AND ALL RISKS INHERENT IN USING AND OPERATING SAME.

b. Assignee shall be entitled to all credits arising from the ownership and operation of the Purchased Property before or after the Effective Time and shall be responsible for all costs (including, but not limited to, property taxes), expenses, disbursements, obligations and liabilities attributable to the Purchase Property after the Effective Time.

c. Assignor and Assignee agree to take all such further action and execute, acknowledge and deliver all such further documents as may reasonably be necessary or useful in carrying out the purposes of this Assignment.

d. The assignment of Leases and Lands set forth herein is in duplication of and not in addition to those assignments of the Federal leases described on Exhibit A prepared upon the Federal forms of assignments and filed with the appropriate Federal Agencies for approval pursuant to federal rules and regulations. As to said assignment of Leases and Lands herein, this instrument is executed for the purpose of recording pursuant to the Laws of the State of Wyoming in the appropriate records maintained in and for the County of Sublette, Wyoming.

This Assignment 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 February 7, 2002 at 8:00 a.m. Mountain Time.

ASSIGNOR:

PENDLETON LAND AND EXPLORATION, INC.

By: Robert E. Fischer
Robert E. Fischer, President
Pendleton Land and Exploration, Inc.

ACKNOWLEDGEMENT

State of Colorado
: ss.
County of Denver

The foregoing instrument was acknowledged before me on this 29th day of October, 2004, by Robert E. Fischer, President of Pendleton Land and Exploration, Inc., on behalf of said company.

WITNESS my hand and official seal.

NOTARY PUBLIC
BARBARA J. BATTLE
STATE OF COLORADO

Barbara J. Battle
Notary Public

My Commission Expires: 05-06-05

EXHIBIT "A"

LEASE NUMBER	DESCRIPTION	LEASE DATE	LEASE ACRES
YW-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
YW-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
YW-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
YW-121457	TOWNSHIP 31 NORTH, RANGE 115 WEST, 6TH P.M. Section 36: ALL	10/1/90	640.00
YW-121697	TOWNSHIP 30 NORTH, RANGE 115 WEST, 6TH P.M. Section 2: ALL Section 3: E/2 Section 10: E/2 Section 11: ALL	9/1/91	1,926.53
YW-121701	TOWNSHIP 31 NORTH, RANGE 115 WEST, 6TH P.M. Section 33: ALL Section 34: ALL Section 35: ALL	9/1/90	1,920.00
YW-124447	TOWNSHIP 30 NORTH, RANGE 115 WEST, 6TH P.M. Section 36: ALL	7/1/91	635.20

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance ("Assignment"), 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 "Assignor", 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 "Assignee".

RECITALS

Assignor is the present owner of certain real and personal property interests in Sublette County, Wyoming, hereinafter referred to as the "Purchased Property".

Assignor has agreed to assign, sell and transfer to Assignee the Purchased Property, pursuant to the terms of this Assignment.

NOW THEREFORE, for and in consideration of the sum of One Hundred Dollars ($100.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby SELLS, BARGAINS, GRANTS, TRANSFERS, CONVEYS and ASSIGNS unto Assignee, its successors and assigns, all of Assignor's right, title and interest, including after acquired title, if any, in and to the following:

a. the oil and gas leases (the "Leases") described in Exhibit A, attached hereto, insofar as they cover the Lands (the "Lands") described in Exhibit A, together with all well and tank battery sites and Starlight's right to use of the surface of said Lands.

b. the wells (the "Wells") located upon said land, if any;

c. all contracts, agreements, and instruments, and all rights and obligations existing or accrued thereunder of whatsoever nature, relating to any of the Leases, Lands, or Wells to the extent they relate to the interests covered by the Leases, including, but not limited to, unit agreements operating agreements, farmin agreements, assignments, gas Purchase and sale agreements and other validly existing agreements, whether of record or not (the "Contracts").

d. all tenements, appurtenances, permits, licenses, servitudes, easements, surface leases and rights of way of every kind in any way appertaining, belonging, affixed or appurtenant to or used in connection with the ownership or operation of any of the Leases, Lands, or Wells (collectively, the "Easements").

e. all surface facilities and downhole equipment directly used in connection with the operation of the Wells and at the well location on the Effective Date, inclusive of all flowlines, valves, and manifolds located on or between the Wells and the battery locations (collectively, the "Equipment Inventory");

f. all of Assignor's right, title and interest in oil, gas, casinghead gas and related production produced from the net revenue, overriding royalty, production payment or mineral interests covered by the Leases to the extent such production is produced after the Effective Time (collectively, "Production");

g. The files, books, maps, records, data owned or maintained by Assignor which relate to the interests conveyed hereunder, but excluding, however, such items that Assignor is contractually restricted from transferring (collectively, the "Data").

The Leases, Wells, Contracts, Easements, Equipment Inventory, Production, and Data are collectively referred to herein as the "Assets." The right, title, and interest of Assignor in the Assets conveyed and transferred herein referred to collectively as the "Purchased Property."

313331

RECORDED Aug-23 2005 9:10AM
IN BOOK 130 O+G PAGE 526
FEES $24.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

2. This Assignment is made and accepted subject to the following:

a. This Assignment shall include after acquired title. ALL PURCHASED PROPERTY HEREIN DESCRIBED IS ASSIGNED, TRANSFERRED AND ACCEPTED BY ASSIGNEE AS-IS, WHERE-IS, WITHOUT WARRANTY OF ANY NATURE, EITHER EXPRESSED, STATUTORY OR IMPLIED, WHETHER AS TO DESCRIPTION, CONDITION, QUALITY, FITNESS FOR ANY PURPOSE, MERCHANTABILITY, COMPLETENESS, CONFORMITY TO ANY MODEL, SAMPLE OR DESCRIPTION OR OTHERWISE INCLUDING THE ENVIRONMENTAL CONDITION OF THE LANDS AND ASSOCIATED EQUIPMENT AND ASSIGNEE IS AWARE OF AND ACCEPTS SUCH ENVIRONMENTAL CONDITION. ASSIGNEE ACCEPTS SAME ON AN AS-IS, WHERE-IS BASIS, SUBJECT TO ALL OBVIOUS AND LATENT DEFECTS AND ALL RISKS INHERENT IN USING AND OPERATING SAME.

b. Assignee shall be entitled to all credits arising from the ownership and operation of the Purchased Property before or after the Effective Time and shall be responsible for all costs (including, but not limited to, property taxes), expenses, disbursements, obligations and liabilities attributable to the Purchase Property after the Effective Time.

c. Assignor and Assignee agree to take all such further action and execute, acknowledge and deliver all such further documents as may reasonably be necessary or useful in carrying out the purposes of this Assignment.

d. The assignment of Leases and Lands set forth herein is in duplication of and not in addition to those assignments of the Federal leases described on Exhibit A prepared upon the Federal forms of assignments and filed with the appropriate Federal Agencies for approval pursuant to federal rules and regulations. As to said assignment of Leases and Lands herein, this instrument is executed for the purpose of recording pursuant to the Laws of the State of Wyoming in the appropriate records maintained in and for the County of Sublette, Wyoming.

This Assignment 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.

ASSIGNOR:

EQUITY OIL COMPANY

By: _____
David M. Seery, Land Manager

ACKNOWLEDGEMENT

State of Colorado)
) ss.
County of Denver)

The foregoing instrument was acknowledged before me on this 11th day of August, 2004, by David M. Seery, Land Manager of Equity Oil Company, on behalf of said company.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires:

SHARON REGAN HANSEN
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 06/14/2008

[redacted] [redacted] [redacted]

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-121697	TOWNSHIP 30 NORTH, RANGE 115 WEST, 6TH P.M. 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, 6TH P.M. Section 33: ALL Section 34: ALL Section 35: ALL	9/1/90	1,920.00
WYW-124447	TOWNSHIP 30 NORTH, RANGE 115 WEST, 6TH P.M. Section 36: ALL	7/1/91	635.20

529

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS
as to a Portion of USA Oil and Gas Lease WYW-120908

This instrument is made this 19th day of MAY 2005 between EnCana Oil & Gas (USA) Inc., a Delaware corporation, hereinafter referred to as "Assignor", and the following parties collectively hereinafter referred as "Assignees":

NERD Royalties LLC
a Wyoming flexible limited liability company
5410 East 22nd Street
Casper, Wyoming 82609

Weeks Oil Properties LLC
a Colorado limited liability company,
P.O. Box 2000
Nevada City, California 95959

Greene Family Oil & Gas Limited Partnership
a Wyoming limited partnership,
P.O. Box 5220
Cheyenne, Wyoming 82003-5220

313332

Dianne's Oil & Gas LLC
a Wyoming flexible limited liability company
P.O. Box 69
Bonneau, South Carolina 29431; and

Edward M. Warner
P.O. Box 480046
Denver, Colorado 80248-0046

RECORDED Aug. 23 2005 9:15AM
IN BOOK 130 Oth G PAGE 529
FEES $50.00 [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Souter

RECITALS

1. By Assignment and Bill of Sale dated effective June 1, 1994 (hereinafter referred to as the "SOCO Conveyance") and recorded July 12, 1994 in Book 97 of Oil & Gas at page 371 of the records of Sublette County, Wyoming, McMurry Oil Company conveyed 100% of the oil and gas leasehold working interest and operating rights in the Oil and Gas Lease described on Exhibit "A" attached hereto, which exhibit is hereby incorporated herein, insofar as said lease covers those lands, described on said exhibit and certain other lands, to Snyder Oil Corporation (hereinafter referred to as "SOCO") reserving an overriding royalty interest equal to the difference between 7.5% of 8/8ths and all preexisting overriding royalty interests so as to convey to SOCO, its successors and assigns, an 80% net revenue interest in the Oil and Gas Lease and lands described on Exhibit "A", said lease and lands being hereinafter referred to as the "Subject Lease and Lands".

2. By Assignment of Overriding Royalty and Stipulation of Interests, hereinafter referred to as the "Assignment and Stipulation", dated September 16, 1996 and recorded October 30, 1996 in Book 103 at Oil & Gas at page 731 of the records of Sublette County, McMurry Oil Company conveyed a 0.2525% overriding royalty interest in the Subject Lease and Lands and other lands as follows:

NAME OF ASSIGNEE	INTEREST CONVEYED
NERD Enterprises, Inc.	0.06189% of 8/8ths
Fort Collins Consolidated Royalties, Inc.	0.18061% of 8/8ths
Edward M. Warner	0.01000% of 8/8ths

3. The Assignment and Stipulation was made upon the mistaken assumption that at the time of the SOCO Conveyance preexisiting overriding royalties affecting the Subject Lease and

Lands totaled 7.2475% of 8/8ths, resulting in the reservation of a 0.2525% overriding royalty in the SOCO Conveyance. The actual overriding royalty reserved by McMurry Oil Company in the SOCO Conveyance was 2.7525% of 8/8ths, being the difference between 7.5% of 8/8ths and preexisting overriding royalty interests totaling 4.7475% of 8/8ths.

4. The parties acknowledge that had the extent of the overriding royalty interest reserved by McMurry Oil Company in the SOCO Conveyance been correctly calculated, said reserved 2.7525% of 8/8ths overriding royalty would have been allocated as follows in the Assignment and Stipulation:

OVERRIDING ROYALTY OWNER	**ALLOCATED OVERRIDING ROYALTY INTEREST (% of 8/8ths)**
McMurry Oil Company	2.5% of 49.5% or 1.2375%
Fort Collins Consolidated Royalties, Inc.	3.0% of 36.125% or 1.08375%
NERD Enterprises, Inc.	3.0% of 12.375% or 0.37125%
Edward M. Warner	3.0% of 2% or 0.06000%

5. Assignor is the successor in interest with respect to the Subject Lease and Lands to McMurry Oil Company, Fort Collins Consolidated Royalties, Inc. and NERD Enterprises, Inc

6. Assignor recognizes the obligation of Fort Collins Consolidated Royalties, Inc. to convey any additional overriding royalty interest to which it may have been entitled under the terms of the Assignment and Stipulation to Weeks Oil Properties, LLC as the successor in interest to WRW Energy Co., (5/6ths) and to Greene Family Oil & Gas Limited Partnership (51%) and Dianne's Oil & Gas LLC (49%) as the successors in interest to Dianne E. Greene (1/6th).

7. Assignee also recognizes the obligation of NERD Enterprises, Inc. to convey any additional overriding royalty interest to which it may be entitled in the Subject Lease and Lands to NERD Royalties, LLC.

8. Assignor further acknowledges the right of Edward M. Warner to receive an additional overriding royalty interest in the Subject Lease and Lands.

NOW, THEREFORE, in consideration of the premises and the releases granted herein by Assignees, Assignor does hereby assign and convey unto Assignees as tenants in common in the undivided percentages set forth below an overriding royalty, which is being conveyed out of the overriding royalty reserved in the SOCO Conveyance, equal to an undivided 1.2625% of 8/8ths of all oil, gas and other hydrocarbons produced, saved and marketed from or attributable to the Subject Oil and Gas Lease or any extension, segregation or renewal thereof, insofar only as said lease covers the Subject Lands described on Exhibit "A" attached hereto:

NAME OF ASSIGNEE	**OVERRIDING ROYALTY INTEREST CONVEYED**
NERD Royalties LLC	0.30936% of 8/8ths (being 0.37125%-0.06189%)
Weeks Oil Properties LLC	0.752617% of 8/8ths [(being 5/6ths of (1.08375% - 0.18061%)]
Greene Family Oil & Gas Limited Partnership	0.076767% of 8/8ths [being 51% of 1/6th of (1.08375% - 0.18061%)]
Dianne's Oil & Gas LLC	0.073756% of 8/8ths [being 49% of 1/6th of (1.08375% - 0.18061%)]

NAME OF ASSIGNEE	OVERRIDING ROYALTY INTEREST CONVEYED
Edward M. Warner	0.050000% of 8/8ths (being 0.06% - 0.01%)
TOTAL	1.2625% of 8/8ths

TO HAVE AND TO HOLD the overriding royalty interest conveyed herein unto each Assignee, its successors and assigns, forever, subject to the terms of the Subject Oil and Gas Lease, the SOCO Conveyance, the terms of the Unit Agreement for the Development and Operation of the SAG (Shallow) Unit Area, Sublette County, Wyoming, and to all matters of record. This conveyance is made without warranty of title express or implied.

Assignees join in the execution of this Assignment and do hereby waive any and all claims they may have against Assignor with respect to the Subject Lease and Lands as described on Exhibit "A".

This instrument may be executed in multiple counterparts and shall not be binding upon Assignor until such time as this instrument or an identical counterpart thereof has been executed by Assignor and each of the Assignees. Signature and acknowledgment pages from executed identical counterparts of this document may be detached and incorporated into one document for recording purposes.

IN WITNESS hereof this instrument is executed as of the day and year first above written to be effective as of the date of first production of oil, gas or other hydrocarbons from the SAG Unit 5-28 Well located in the SW/4NW/4 of Section 28, Township 29 North, Range 107 West, 6th P.M.

ASSIGNOR:

ENCANA OIL & GAS (USA) INC., a Delaware corporation

By: _____
Name: Michael R. Kennedy
Title: Team Lead, Jonah
Date: May 19, 2005

ASSIGNEES:

NERD ROYALTIES LLC, a Wyoming Flexible limited liability company

By: _____
Neil A. McMurry, Manager
Date: _____

WEEKS OIL PROPERTIES LLC, a Colorado limited liability company,

By: _____
Tacy Weeks Hahn, Manager
Date: _____

GREENE FAMILY OIL & GAS LIMITED PARTNERSHIP, a Wyoming limited partnership

NAME OF ASSIGNEE	OVERRIDING ROYALTY INTEREST CONVEYED
Edward M. Warner	0.050000% of 8/8ths (being 0.06% - 0.01%)
TOTAL	1.2625% of 8/8ths

TO HAVE AND TO HOLD the overriding royalty interest conveyed herein unto each Assignee, its successors and assigns, forever, subject to the terms of the Subject Oil and Gas Lease, the SOCO Conveyance, the terms of the Unit Agreement for the Development and Operation of the SAG (Shallow) Unit Area, Sublette County, Wyoming, and to all matters of record. This conveyance is made without warranty of title express or implied.

Assignees join in the execution of this Assignment and do hereby waive any and all claims they may have against Assignor with respect to the Subject Lease and Lands as described on Exhibit "A".

This instrument may be executed in multiple counterparts and shall not be binding upon Assignor until such time as this instrument or an identical counterpart thereof has been executed by Assignor and each of the Assignees. Signature and acknowledgment pages from executed identical counterparts of this document may be detached and incorporated into one document for recording purposes.

IN WITNESS hereof this instrument is executed as of the day and year first above written to be effective as of the date of first production of oil, gas or other hydrocarbons from the SAG Unit 5-28 Well located in the SW/4NW/4 of Section 28, Township 29 North, Range 107 West, 6th P.M.

ASSIGNOR:

ENCANA OIL & GAS (USA) INC., a Delaware corporation

By:_____
Name:_____
Title:_____
Date:_____

ASSIGNEES:

NERD ROYALTIES LLC, a Wyoming Flexible limited liability company

By: Neil A. McMurry
Neil A. McMurry, Manager
Date: 6/3/05

WEEKS OIL PROPERTIES LLC, a Colorado limited liability company,

By:_____
Tacy Weeks Hahn, Manager
Date:_____

GREENE FAMILY OIL & GAS LIMITED PARTNERSHIP, a Wyoming limited partnership

NAME OF ASSIGNEE	OVERRIDING ROYALTY INTEREST CONVEYED
Edward M. Warner	0.050000% of 8/8ths (being 0.06% - 0.01%)
TOTAL	1.2625% of 8/8ths

TO HAVE AND TO HOLD the overriding royalty interest conveyed herein unto each Assignee, its successors and assigns, forever, subject to the terms of the Subject Oil and Gas Lease, the SOCO Conveyance, the terms of the Unit Agreement for the Development and Operation of the SAG (Shallow) Unit Area, Sublette County, Wyoming, and to all matters of record. This conveyance is made without warranty of title express or implied.

Assignees join in the execution of this Assignment and do hereby waive any and all claims they may have against Assignor with respect to the Subject Lease and Lands as described on Exhibit "A".

This instrument may be executed in multiple counterparts and shall not be binding upon Assignor until such time as this instrument or an identical counterpart thereof has been executed by Assignor and each of the Assignees. Signature and acknowledgment pages from executed identical counterparts of this document may be detached and incorporated into one document for recording purposes.

IN WITNESS hereof this instrument is executed as of the day and year first above written to be effective as of the date of first production of oil, gas or other hydrocarbons from the SAG Unit 5-28 Well located in the SW/4NW/4 of Section 28, Township 29 North, Range 107 West, 6th P.M.

ASSIGNOR:

ENCANA OIL & GAS (USA) INC., a Delaware corporation

By:_____
Name:_____
Title:_____
Date:_____

ASSIGNEES:

NERD ROYALTIES LLC, a Wyoming Flexible limited liability company

By:_____
Neil A. McMurry, Manager
Date:_____

WEEKS OIL PROPERTIES LLC, a Colorado limited liability company,

By: Tacy Weeks Hahn, Manager
Tacy Weeks Hahn, Manager
Date: 5-20-05

GREENE FAMILY OIL & GAS LIMITED PARTNERSHIP, a Wyoming limited partnership

By: _____
John D. Greene, General Partner
Date: 8-5-05

DIANNE'S OIL & GAS LLC, a Wyoming flexible limited liability company

By: _____
Dianne E. Greene, Manager
Date: _____

EDWARD M. WARNER

By: _____
Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ as _____ of EnCana Oil & Gas (USA) Inc., a Delaware corporation, on behalf of the corporation, this _____ day of _____, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Neil A. McMurry, as Manager of NERD Royalties LLC, a Wyoming flexible limited liability company, on behalf of the company, this _____ day of _____, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

By: _____
John D. Greene, General Partner
Date: _____

DIANNE'S OIL & GAS LLC, a Wyoming flexible limited liability company

By: Dianne E Greene
Dianne E. Greene, Manager
Date: 5-26-05

EDWARD M. WARNER

By: _____
Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ as _____ of EnCana Oil & Gas (USA) Inc., a Delaware corporation, on behalf of the corporation, this _____ day of _____, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Neil A. McMurry, as Manager of NERD Royalties LLC, a Wyoming flexible limited liability company, on behalf of the company, this _____ day of _____, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

By: _____
John D. Greene, General Partner
Date: _____

DIANNE'S OIL & GAS LLC, a Wyoming flexible limited liability company

By: _____
Dianne E. Greene, Manager
Date: _____

EDWARD M. WARNER

By: _____
Date: 6/6/05

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ as _____ of EnCana Oil & Gas (USA) Inc., a Delaware corporation, on behalf of the corporation, this _____ day of _____, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Neil A. McMurry, as Manager of NERD Royalties LLC, a Wyoming flexible limited liability company, on behalf of the company, this _____ day of _____, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____ _____
Notary Public
Address: _____
_____

By:_____
John D. Greene, General Partner
Date:_____

DIANNE'S OIL & GAS LLC, a Wyoming flexible limited liability company

By:_____
Dianne E. Greene, Manager
Date:_____

EDWARD M. WARNER

By:_____
Date:_____

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Michael R. Kennedy as Attorney-in-fact of EnCana Oil & Gas (USA) Inc., a Delaware corporation, on behalf of the corporation, this 19th day of May, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
01/22/2008

JUANELL KOSACZ
Notary Public
State of Colorado

Notary Public: Juanell Kosacz
Address: 370 17th Street, Suite 1700
Denver, CO 80202

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Neil A. McMurry, as Manager of NERD Royalties LLC, a Wyoming flexible limited liability company, on behalf of the company, this _____ day of _____, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

By:_____
John D. Greene, General Partner
Date:_____

DIANNE'S OIL & GAS LLC, a Wyoming flexible limited liability company

By:_____
Dianne E. Greene, Manager
Date:_____

EDWARD M. WARNER

By:_____
Date:_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ _____ as _____ of EnCana Oil & Gas (USA) Inc., a Delaware corporation, on behalf of the corporation, this _____ day of _____, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Wyoming)
) ss.
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me by Neil A. McMurry, as Manager of NERD Royalties LLC, a Wyoming flexible limited liability company, on behalf of the company, this 3rd day of June, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
6 April 2007

Thomas R. Clevenger
Notary Public
Address: P.O. Box 3003
Casper, WY 82602

THOMAS R. CLEVENGER - NOTARY PUBLIC
County of Natrona
State of Wyoming
My Commission Expires April 6, 2007

STATE OF California)
) ss.
COUNTY OF San Mateo)

The foregoing instrument was acknowledged before me by Tacy Weeks Hahn, as Manager of Weeks Oil Properties LLC, a Colorado limited liability company, on behalf of the company, this 20 day of May, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
4-7-09

Notary Public
Address: 2995 Woodside Road #400
Woodside, CA 94062

STATE OF _____)
) ss.
COUNTY OF _____)

BETINE LEE
Commission # 1562137
Notary Public - California
San Mateo County
My Comm. Expires Apr 7, 2009

The foregoing instrument was acknowledged before me by John D. Greene, as General Partner, of Greene Family Oil & Gas Limited Partnership, a Wyoming limited partnership, on behalf of the partnership, this _____ day of _____, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Dianne E. Greene, as Manager, of Dianne's Oil & Gas LLC, a Wyoming flexible limited liability company, on behalf of the company, this _____ day of _____, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Edward M. Warner, this _____ day of _____, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Tacy Weeks Hahn, as Manager of Weeks Oil Properties LLC, a Colorado limited liability company, on behalf of the company, this _____ day of _____, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF [illegible])
) ss.
COUNTY OF [illegible])

The foregoing instrument was acknowledged before me by John D. Greene, as General Partner, of Greene Family Oil & Gas Limited Partnership, a Wyoming limited partnership, on behalf of the partnership, this 5 day of August, 2005.

WITNESS MY HAND AND OFFICIAL SEAL

SUSAN L. ALARID NOTARY PUBLIC
COUNTY OF LARAMIE STATE OF WYOMING
MY COMMISSION EXPIRES [illegible]

My Commission Expires:
April 11, 2009

Susan L. Alarid
Notary Public
Address: 1715 Stillwater Ave
Cheyenne Wyo 82009

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Dianne E. Greene, as Manager, of Dianne's Oil & Gas LLC, a Wyoming flexible limited liability company, on behalf of the company, this _____ day of _____, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Edward M. Warner, this _____ day of _____, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Tacy Weeks Hahn, as Manager of Weeks Oil Properties LLC, a Colorado limited liability company, on behalf of the company, this _____ day of _____, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by John D. Greene, as General Partner, of Greene Family Oil & Gas Limited Partnership, a Wyoming limited partnership, on behalf of the partnership, this _____ day of _____, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF SC _____)
) ss.
COUNTY OF Berkley)

The foregoing instrument was acknowledged before me by Dianne E. Greene, as Manager, of Dianne's Oil & Gas LLC, a Wyoming flexible limited liability company, on behalf of the company, this 2L day of May, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

VICKIE M. WILLING NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 05-12-2008

My Commission Expires:
5-12-08

Vickie M. Willing
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Edward M. Warner, this _____ day of _____, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Tacy Weeks Hahn, as Manager of Weeks Oil Properties LLC, a Colorado limited liability company, on behalf of the company, this ___ day of _____, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by John D. Greene, as General Partner, of Greene Family Oil & Gas Limited Partnership, a Wyoming limited partnership, on behalf of the partnership, this _____ day of _____, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by Dianne E. Greene, as Manager, of Dianne's Oil & Gas LLC, a Wyoming flexible limited liability company, on behalf of the company, this _____ day of _____, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

_____

_____
Notary Public
Address: _____
_____

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by Edward M. Warner, this 6th day of June, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
July 22, 2006

NOTARY PUBLIC
VIVIAN L. CUMMINS
STATE OF COLORADO
My Commission Expires July 22, 2006

Vivian L Cummins
Notary Public
Address: 14197 E Radcliff Cir
Aurora, Co 80015

EXHIBIT "A"
Description of Portion of USA Oil and Gas Lease WYW-120908
Sublette County, Wyoming

Attached to and made a part of that certain Assignment of Overriding Royalty Interests from EnCana Oil & Gas (USA) Inc. to NERD Royalties LLC *et. al.*

Lease No.	Lessor	Lessee	Date	Description	Acres	Recorded Book	Recorded Page
WYW-120908	United States of America	L.M. Grace Jr.	8/1/90	Township 29 North, Range 107 West, 6th P.M. Section 17: NW/4, SE/4 Section 20: SE/4 Section 28: NW/4	640.00	115 and 115	102 and 154

543

[redacted] [redacted] [redacted]

MEMORANDUM OF AGREEMENT

This Memorandum of Gas Gathering and Conditioning Agreement ("Memorandum of Agreement") is made and entered into on July 1, 2005 by and between MOUNTAIN GAS RESOURCES, INC., a Delaware corporation ("Mountain"), located at 1099 18th Street, Suite 1200, Denver, CO, 80202-1964, and ULTRA RESOURCES, INC. a Wyoming corporation ("Producer"), located at 363 North Sam Houston Parkway East, Suite 1200 Houston, Texas 77060 (collectively, the "Parties").

WHEREAS, this Memorandum of Agreement involves or affects property with the legal description identified on Exhibit "I" attached hereto ("Property"),

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged the Parties acknowledge as follows:

The parties have agreed that Mountain will provide certain gas gathering and keep whole processing services for Producer for gas from certain lands in Sublette County, Wyoming. The terms and conditions of this Memorandum of Agreement are more particularly described in that Gas Gathering and Conditioning Agreement ("Agreement") entered into by the Parties on July 1, 2005, which Agreement is currently located at the offices of the Parties.

IN WITNESS WHEREOF, the Parties executed this Memorandum of Agreement on the date first above written.

MOUNTAIN GAS RESOURCES, INC.

J. Burton Jones
Vice President, Business Development

Attest: Vance Bialock
Assistant Secretary

MOUNTAIN GAS RESOURCES, INC. CORPORATE SEAL DELAWARE

ULTRA RESOURCES, INC.

Name: STUART E. NANCE
Title: ATTORNEY-IN-FACT

Attest:

Corp. Secretary

313333

RECORDED Aug. 23 2005 9:15AM
IN BOOK 130 O+G PAGE 544
FEES $ 14.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Locke

STATE OF COLORADO §
§
COUNTY OF DENVER §

Before me on July 21, 2005, J. Burton Jones personally appeared in his capacity as Vice President, Business Development of MOUNTAIN GAS RESOURCES, INC., known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as free and voluntary act and deed, and as the free and voluntary act of the corporation, for the uses, purposes and consideration therein set forth. Witness my hand and official seal:

Sonja R. Meiners
Notary Public, State of Colorado
My commission expires: 09-04-05

SONJA R. MEINERS
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires Sept. 4, 2005

STATE OF ~~TEXAS~~ Colorado §
§
COUNTY OF ~~HARRIS~~ Douglas §

Before me, on July 22, 2005, STATE NAME personally appeared in the capacity as ATTORNEY-IN-FACT of ULTRA RESOURCES, Inc. known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed the same as free and voluntary act and deed, and as the free and voluntary act of the corporation, for the uses, purposes and consideration therein set forth. Witness my hand and official seal:

[illegible]
Notary Public, State of Colorado
My commission expires: 1-15-02

[redacted] [redacted] [redacted]

EXHIBIT I

Attached to and made a part of that certain
Memorandum of Agreement
between
Ultra Resources, Inc., as "Producer"
and
Mountain Gas Resources, Inc., as "Mountain"

Dated: July 1, 2005

PROPERTY

	Section	Township	Range
Warbonnet Development Area			
All, except NE/4 and NE/SW/4	22	30N	108W`
All, except NW/4 and SW/NE/4	23	30N	108W
Jonah 3-Sections Development Area			
All	21, 23, 24	29N	108W
S/2 SW/4	14	29N	108W

Bird Canyon Federal #30-15
Sublette County, Wyoming

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

(WELLBORE ONLY)

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment"), dated as of August 1, 2005, at 7:00 a.m., local time ("Effective Date"), is from **THE NEHER REV TRUST, CLARENCE W. NEHER, TRUSTEE, BILLIE L. NEHER, TRUSTEE**, having an address of P.O. Box 1871, Lake Arrowhead, CA 92352 ("Assignor") to **CROWN OIL & GAS COMPANY, INC.**, a Wyoming corporation having an address of P.O. Box 368, La Barge, WY 83123 ("Assignee").

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Assignor, Assignor does hereby transfer, grant, bargain, sell, convey and assign to Assignee, and Assignee hereby accepts and assumes the obligations with respect thereto, the following (collectively, the "Interests"):

A. All of Assignor's right, title and interest in and to the oil and gas leases described on Exhibit "A" attached hereto ("Leases"), INSOFAR AND ONLY INSOFAR as the Leases cover and relate to the wellbore only of the well situated thereon (the "Well") and specifically described in Exhibit "A" together with all the property and rights appurtenant or incident thereto, including, without limitation, (a) the rights of Assignor in oil, gas and associated substances and other minerals produced or producible from or attributable to the Well, and (b) the corresponding rights of the Assignor in, to and under all operating agreements, exploration agreements, pooling or unitization agreements, farmout agreements, product purchase and sale contracts, pipeline and transportation agreements, processing and treatment agreements, leases permits, right-of-way, easements, licenses, options, orders, contracts and instruments relating to the Well.

B. All of the Assignor's right, title and interest in and to all of the all personal property, fixtures, improvements and other property located on the Well, appurtenant to, or used or obtained by Assignor exclusively in connection with the Well or with the production, injection, treatment, sale or disposal of hydrocarbons and all other substances produced therefrom or attributable thereto, including, without limitation, well equipment, casing, tubing, tanks, rods and tank batteries.

All of the above interests are referred to collectively as the "Interests".

TO HAVE AND TO HOLD the Interests unto Assignee, its successors and assigns Forever, without warranty of title, express or implied.

313416

RECORDED Aug. 25 2005 10:00AM
IN BOOK 130 0+6 PAGE 547
FEES $20.00 Mary [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

[redacted] [redacted] [redacted]

The Interests are assigned to Assignee subject to, and Assignee hereby assumes, Assignor's proportionate share of all burdens, restrictions, reservations or obligations of record as of the Effective Date.

Subsequent to the Effective Date, Assignee shall assume full responsibility for the interests and shall protect, defend, indemnify and hold Assignor, its officers, directors, employees and agents, harmless from and against any and all losses, claims, and demands, caused by or arising out of the ownership or operations conducted on the Interests subsequent to the Effective Date including, but not limited to, well plugging and lease restoration costs.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent to transferable or permitted by law, the benefit of and the right to enforce the representations, warranties and covenants, if any, which Assignor is entitles to enforce with respect to the Interests against Assignor's predecessors in title to the Interests, but only to the extent not enforced by Assignor.

The Assignment is binding on and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

ASSIGNOR:

THE NEHER REV. TRUST

By: _____

Clarence W. Neher

By: _____

Billie L. Neher

ASSIGNEE:

CROWN OIL & GAS COMPANY, INC.

By: _____

David W. Neher - President

By: _____

Michele L. Neher – Vice President

ACKNOWLEDGMENTS

STATE OF CALIFORNIA)
) ss
COUNTY OF San Diego)

Before me, the undersigned authority, on this 8th day of August, 2005, personally appeared CLARENCE W. NEHER, as Trustee of The Neher Rev Trust, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of such corporation.

Give under my hand and seal of office as of the day and year above written.

My commission expires:
3/22/09

Notary Public

S. VALLE
COMM. #1563046
Notary Public - California
Riverside County
My Comm Expires Mar 22, 2009

STATE OF CALIFORNIA)
) ss
COUNTY OF San Diego)

Before me, the undersigned authority, on this 8th day of August, 2005, personally appeared BILLIE L. NEHER, as Trustee of The Neher Rev Trust, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of such corporation.

Give under my hand and seal of office as of the day and year above written.

My commission expires:
3/22/09

Notary Public

S. VALLE
COMM. #1563046
Notary Public - California
Riverside County
My Comm. Expires Mar. 22, 2009

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

Before me, the undersigned authority, on this 24th day of August, 2005, personally appeared DAVID W. NEHER, as President of Crown Oil & Gas Company, Inc., 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, in the capacity therein stated, and as the act and deed of such corporation.

Given under my hand and seal of office as of the day and year above written.

My commission expires:

5-13-06

Notary Public

STACY D. HOVINGA – Notary Public
County of Sublette State of Wyoming
My Commission Expires 5-13-06

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

Before me, the undersigned authority, on this 24th day of August, 2005, personally appeared Michele L. Neher, as President of Crown Oil & Gas Company, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of such corporation.

Given under my hand and seal of office as of the day and year above written.

My commission expires:

5-13-06

Notary Public

STACY D. HOVINGA – Notary Public
County of Sublette State of Wyoming
My Commission Expires 5-13-06

EXHIBIT "A"

Attached To And Made A Part Of That Certain Assignment, Bill Of Sale And Conveyance By And Between The Neher Rev Trust, Assignor And, Crown Oil & Gas Company, Inc., Assignee, Dated Effective August 1, 2005.

WY544 East Bird Canyon

WELL

Well Name:	**Bird Canyon Federal #30-15**
Located:	Township 27 North, Range 111 West Section 15: NE/4SW/4
County, State:	Sublette County, Wyoming

ASSOCIATED LEASES

Lessor:	**USA WYW-35399**
Lease Date:	
Description:	Township 27 North, Range 111 West Section 15: N/2 Sublette County, Wyoming
Lessor:	**USA WYW-54136**
Lease Date:	
Description:	Township 27 North, Range 111 West Section 14: All Section 15: S/2 Sublette County, Wyoming

RELATED CONTRACTS

Contract:	Communitization Agreement No. NCR468
Date:	Effective December 10, 1981
Lands Covered:	W/2 of Section 15-27N-111W
Contract:	Operating Agreement
Date:	August 1, 1992
Parties:	Presidio Exploration, Inc., et al
Lands Covered:	All of Sections 14 and 15-27N-111W

RESERVATIONS

Assignee is assigned 50% of Assignor's interest in the above Leases INSOFAR AND ONLY INSOFAR AS the Leases relate to the wellbore only of the Bird Canyon Federal #30-15 well described Above with all other rights being reserved and retained by assignor.

		WI	NRI
Assigned Interest	Crown Oil & Gas Company, Inc.	50.00000%	0.3893750%

313417

RECORDED Aug 25 2005 10:00AM
IN BOOK 130 046 PAGE 552
FEES $ 20.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Esposito 40-20
Sublette County, Wyoming

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

(WELLBORE ONLY)

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment"), dated as of August 1, 2005, at 7:00 a.m., local time ("Effective Date"), is from **THE NEHER REV TRUST, CLARENCE W. NEHER, TRUSTEE, BILLIE L. NEHER, TRUSTEE**, having an address of P.O. Box 1871, Lake Arrowhead, CA 92352 ("Assignor") to **CROWN OIL & GAS COMPANY, INC.**, a Wyoming corporation having an address of P.O. Box 368, La Barge, WY 83123 ("Assignee").

For $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Assignor, Assignor does hereby transfer, grant, bargain, sell, convey and assign to Assignee, and Assignee hereby accepts and assumes the obligations with respect thereto, the following (collectively, the "Interests"):

A. All of Assignor's right, title and interest in and to the oil and gas leases described on Exhibit "A" attached hereto ("Leases"), INSOFAR AND ONLY INSOFAR as the Leases cover and relate to the wellbore only of the well situated thereon (the "Well") and specifically described in Exhibit "A" together with all the property and rights appurtenant or incident thereto, including, without limitation, (a) the rights of Assignor in oil, gas and associated substances and other minerals produced or producible from or attributable to the Well, and (b) the corresponding rights of the Assignor in, to and under all operating agreements, exploration agreements, pooling or unitization agreements, farmout agreements, product purchase and sale contracts, pipeline and transportation agreements, processing and treatment agreements, leases permits, right-of-way, easements, licenses, options, orders, contracts and instruments relating to the Well.

B. All of the Assignor's right, title and interest in and to all of the all personal property, fixtures, improvements and other property located on the Well, appurtenant to, or used or obtained by Assignor exclusively in connection with the Well or with the production, injection, treatment, sale or disposal of hydrocarbons and all other substances produced therefrom or attributable thereto, including, without limitation, well equipment, casing, tubing, tanks, rods and tank batteries.

All of the above interests are referred to collectively as the "Interests".

TO HAVE AND TO HOLD the Interests unto Assignee, its successors and assigns Forever, without warranty of title, express or implied.

The Interests are assigned to Assignee subject to, and Assignee hereby assumes, Assignor's proportionate share of all burdens, restrictions, reservations or obligations of record as of the Effective Date.

Subsequent to the Effective Date, Assignee shall assume full responsibility for the interests and shall protect, defend, indemnify and hold Assignor, its officers, directors, employees and agents, harmless from and against any and all losses, claims, and demands, caused by or arising out of the ownership or operations conducted on the Interests subsequent to the Effective Date including, but not limited to, well plugging and lease restoration costs.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent to transferable or permitted by law, the benefit of and the right to enforce the representations, warranties and covenants, if any, which Assignor is entitles to enforce with respect to the Interests against Assignor's predecessors in title to the Interests, but only to the extent not enforced by Assignor.

The Assignment is binding on and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

ASSIGNOR:

THE NEHER REV. TRUST

By: _____

Clarence W. Neher

By: _____

Billie L. Neher

ASSIGNEE:

CROWN OIL & GAS COMPANY, INC.

By: _____

David W. Neher - President

By: _____

Michele L. Neher – Vice President

ACKNOWLEDGMENTS

STATE OF CALIFORNIA)
) ss
COUNTY OF San Diego)

Before me, the undersigned authority, on this 8th day of August, 2005, personally appeared CLARENCE W. NEHER, as Trustee of The Neher Rev Trust, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of such corporation.

Give under my hand and seal of office as of the day and year above written.

My commission expires:
3/22/09

Notary Public

S. VALLE
COMM. #1563046
Notary Public - California
Riverside County
My Comm. Expires Mar. 22, 2009

STATE OF CALIFORNIA)
) ss
COUNTY OF San Diego)

Before me, the undersigned authority, on this 8th day of August, 2005, personally appeared BILLIE L. NEHER, as Trustee of The Neher Rev Trust, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of such corporation.

Give under my hand and seal of office as of the day and year above written.

My commission expires:
3/22/09

Notary Public

S. VALLE
COMM. #1563046
Notary Public - California
Riverside County
My Comm. Expires Mar. 22, 2009

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

Before me, the undersigned authority, on this 24th day of August, 2005, personally appeared DAVID W. NEHER, as President of Crown Oil & Gas Company, Inc., 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, in the capacity therein stated, and as the act and deed of such corporation.

Given under my hand and seal of office as of the day and year above written.

My commission expires:

5-13-06

Notary Public

County of Sublette
5-13-06

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

Before me, the undersigned authority, on this 24th day of August, 2005, personally appeared Michele L. Neher, as Vice President of Crown Oil & Gas Company, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of such corporation.

Given under my hand and seal of office as of the day and year above written.

My commission expires:

5-13-06

Notary Public

5-13-06

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached To And Made A Part Of That Certain Assignment, Bill Of Sale And Conveyance By And Between The Neher Rev Trust, Assignor And, Crown Oil & Gas Company, Inc., Assignee, Dated Effective August 1, 2005.

WY547 Ontario

WELL

Well Name:	**Esposito Federal #40-20**
Located:	Township 28 North, Range 111 West Section 20: SW/4SE/4
County, State:	Sublette County, Wyoming

ASSOCIATED LEASES

Lessor:	**USA WYW-77883**
Lease Date:	
Description:	Township 28 North, Range 111 West Section 20: N/2 Sublette County, Wyoming

RELATED CONTRACTS

Contract:	Operation Agreement
Date:	April 23, 1982
Parties:	Energetics, Inc., et al
Lands Covered:	Township 28 North, Range 111 West Section 20: E/2 Sublette County, Wyoming

RESERVATIONS

Assignee is assigned 50% of Assignor's interest in the above Leases INSOFAR AND ONLY INSOFAR AS the Leases relate to the wellbore only of the Esposito Federal #40-15 well described Above with all other rights being reserved and retained by assignor.

		WI	NRI
Assigned Interest	Crown Oil & Gas Company, Inc.	50.00000%	0.3844685%

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

AFFIDAVIT OF ANNUAL ASSESSMENT WORK

Kenneth C. McDonald, being first duly sworn, states and says:

1. That in making this Affidavit he is acting for The Dear Lady Mining Group
All Known to BLM - 1801 Co Hwy 116 - Hacklebrg, AL 35564

2. This this Affidavit is made for the purpose of showing and making of record the performance of annual assessment or representative work as required by law between the 1st day of September, 2003 and the 31st day of August, 2004 on the following claims:

NAME OF CLAIM	SECTION	TOWNSHIP	RANGE	COUNTY	STATE
WMC 256115 Dear Lady #5	NW¼22	31	106W	Sublette	WY
WMC256116 Dear Lady #15	NE¼22	31	106W	Sublette	WY
WMC259101 Dear Lady #6	NW¼23	31	106W	Sublette	WY
WMC259100 Dear Lady #2	SW¼15	31	106W	Sublette	WY

3. The above named claims are contiguous and the ownership there is common, they being owned by the person or organization above set forth as owner.

4. The nature of the work performed is as follows, the same being a statement of a portion of the entire work done and not intended as a complete account of all work. Many buckets of gravel dug & processed for gems. Mining specalist brought out from AL. to work with us. Very sucessful year.

5. All of the above work increases the value of said claims and develops or directly tends to develop the mineral resources and the mineral exploration thereof, and facilitates and leads to the extraction of minerals therefrom.

Dated this 22 day of August.

ALL Group Members
recorded at BLM
Cheyenne WY.

Kenneth C. McDonald

Subscribed and sworn to before me this 22 day of August, 2005.

Cathy Akers

NOTARY PUBLIC
CATHY AKERS
STATE AT LARGE

MY COMMISSION EXPIRES
MAY 19, 2008.

AFFIDAVIT OF ANNUAL ASSESSMENT WORK
State of Wyoming
County of Sublette

313475

This instrument was filed for Record at 9:15 AM August 29 2005

and duly recorded in Book 130 O. G. Page 547 of Oil + Gas Records

By LuAnn Freeman
Deputy

Fee: $ 8.00

Mary L. Lyford

548

Blue Forest CO-6

RECORDED 6/25/1999 AT 09:00 AM REC# 1291507 BK# 0915 PG# 0023
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 1 of 18

WELLBORE ASSIGNMENT, BILL OF SALE AND CONVEYANCE 313481

STATE OF COLORADO §
§
COUNTY OF ARAPAHOE §

RECORDED Aug 29 05 1225A
IN BOOK 130047 PAGE 548
FEES $ 59.00
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracey L Hoover

THIS WELLBORE ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment") executed by and between CABOT OIL & GAS CORPORATION ("Assignor"), with a place of business at 7400 East Orchard Road, Suite 360, Englewood, Colorado, 80111, and CROWN OIL & GAS COMPANY, INC. ("Assignee"), with a place of business at 152 Calpet Road., P.O. Box 519, Big Piney, Wyoming, 83113, is effective for the purposes of this transfer as of 7:00 a.m., Mountain Standard Time, on June 1, 1999 (the "Effective Time" hereunder).

ARTICLE I

Conveyance and Transfer of Oil & Gas Properties

Assignor, intending to be bound hereby, for and in consideration of the sum of TEN and NO/100 DOLLARS ($10.00) and other good and valuable considerations to it in hand paid by Assignee, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, has GRANTED, BARGAINED, SOLD, ASSIGNED, TRANSFERRED, CONVEYED, and DELIVERED AND BY THESE PRESENTS DOES HEREBY GRANT, BARGAIN, SELL, ASSIGN, TRANSFER, CONVEY AND DELIVER, unto Assignee, and the successors and assigns of Assignee, all of Assignors' right, title and interest in, to, and under (i) the oil and gas leases identified on Exhibit "A", insofar and only insofar as said Leases cover, include and relate to the wellbore(s) of the wells, identified on Exhibit "A" (the "Leases" hereunder) as each presently exists or as each may produce in the future to the extent permitted by applicable rule or order of the Wyoming Oil & Gas Conservation Commission, from the surface to the total depth drilled in each wellbore(s) (the "Wells" hereunder) and easements and rights of way under and created by the Leases and by the grants identified in Exhibit "A" (the "Easements" hereunder), which Leases, Wells and Easements are identified in Exhibit "A" attached hereto and by this reference made a part hereof, and (ii) the oil, gas and other gaseous substances that may be produced from the wellbore(s) only of said well(s) and all surface and underground equipment and other personalty and fixtures in or on the Leases used in connection with the said well(s), together with all rights of ingress or egress to the extent Assignor owns, possesses, and has the right to transfer same ("Facilities" hereunder), and (iii) all rights under joint operating agreements, division orders, sale, purchase or exchange contracts, and processing or other agreements for the disposition of gas or oil production to the extent of the rights of Assignor to transfer same without securing any required consent to transfer ("Operating Rights" hereunder). All oil and gas leasehold rights not specifically assigned herein are excepted from this Assignment and retained and reserved to Assignor, it's successors and assigns.

All of the Leases, the wellbore(s) of the well(s), Easements, Facilities and Operating Rights as described above, and subject to the Permitted Encumbrances (hereafter identified), are herein collectively called "Subject Properties" under this Assignment.

TO HAVE AND TO HOLD, the Subject Properties unto Assignee, and the successors and assigns of Assignee, forever subject to and in accordance with all the provisions of this Assignment, including (without limitation) paragraphs 1 through 3 below; and Assignor hereby binds itself and its successors and assigns, to

warrant and forever defend, all and singular the Subject Properties unto Assignee, and the successors and assigns of Assignee, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Assignor, But Not Otherwise.

1. This Assignment is made with full substitution and subrogation of Assignee, its successors and assigns, in and to all covenants and warranties by others heretofore given or made in respect of the Subject Properties conveyed and transferred under this Wellbore Assignment, whether recorded or unrecorded.

2. THE PARTIES AGREE THAT TO THE EXTENT REQUIRED TO BE OPERATIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF EVERY APPLICABLE LAW, RULE OR ORDER. THIS ASSIGNMENT IS MADE AND ACCEPTED UPON THE UNDERSTANDING AND AGREEMENT THAT ALL PERSONAL PROPERTY, MACHINERY, FIXTURES, EQUIPMENT AND MATERIALS CONVEYED HEREBY ARE SOLD AND ASSIGNED AND ACCEPTED BY ASSIGNEE, IN THEIR "WHERE IS", AND "AS IS" CONDITION WITHOUT ANY WARRANTIES WHATSOEVER, EXPRESS, IMPLIED OR STATUTORY, OF MARKETABILITY, QUALITY, CONDITION, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS ASSIGNMENT, ASSIGNOR MAKES NO REPRESENTATION OF WARRANTY WHATSOEVER AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE (INCLUDING, BUT NOT LIMITED TO, ANY OPINION, INFORMATION, OR ADVICE WHICH MAY HAVE BEEN PROVIDED TO ASSIGNEE BY ANY AFFILIATE, OFFICER, STOCKHOLDER, DIRECTOR, EMPLOYEE, AGENT, CONSULTANT OR REPRESENTATIVE OF ASSIGNOR OR ANY PETROLEUM ENGINEER OR ENGINEERING FIRM, ASSIGNOR'S COUNSEL OR ANY OTHER AGENT, CONSULTANT OR REPRESENTATIVE). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT, ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY AS TO (A) THE TITLE TO ANY OF THE WELLS, THE LEASES OR OTHER SUBJECT PROPERTIES, (B) THE AMOUNTS OF HYDROCARBON RESERVES ATTRIBUTABLE TO THE WELLS OR THE LEASES (IF ANY), (C) ANY GEOLOGICAL OR OTHER INTERPRETATIONS OR ECONOMIC EVALUATIONS OR (D) ANY ENVIRONMENTAL CONDITION (HEREINAFTER DEFINED) ON, IN OR UNDER THE WELLS, THE LEASES OR OTHER SUBJECT PROPERTIES. FOR THE BENEFIT OF ASSIGNOR, ASSIGNEE STIPULATES FOR ALL PURPOSES THAT TO THE FULL EXTENT PERMITTED BY LAW, ASSIGNEE WAIVES AND RELEASES TO ASSIGNOR, ANY CLAIM UNDER THE MERCHANT OR CONSUMER PROTECTION ACTS WHICH APPLY OR MIGHT APPLY TO THIS TRANSACTION. FURTHER, ASSIGNEE ASSUMES ALL LIABILITIES FOR, AND SHALL INDEMNIFY AND HOLD ASSIGNOR HARMLESS OF AND FROM ALL SURFACE AND SUBSURFACE RESTORATION AND RECLAMATION, INCLUDING ANY OPEN SURFACE PITS, UNDERGROUND PITS, STORAGE OR REFUSE AREAS, UNDERGROUND FUEL TANKS, ROADS, SALT WATER (BRINE) DISPOSAL WELLS AND OTHER SIMILAR OBLIGATIONS.

3. Should any prior consent be required to this Assignment by a state or federal agency, or other person or corporation, then the special warranty of title provided above shall not apply to such interest until the consent is obtained, and from the time of such consent it shall be deemed such interest was transferred to Assignee as of the Effective Time.

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LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 3 of 18

ARTICLE II

Permitted Encumbrances

The Subject Properties are Granted, Bargained, Sold, Assigned, Transferred, Conveyed, and Delivered by Assignor and accepted by Assignee subject to the following, to the extent such encumbrances are valid and enforceable and not included as Subject Properties (the "Permitted Encumbrances" under this Assignment):

(a) all royalty interests, overriding royalty interests, and other burdens on or payable out of the production of oil and gas that are presently existing and outstanding, of record in the official records of the county in which the properties are situated.

(b) all division orders, unitization, communitization and pooling designations, declarations, orders and agreements, contracts for the sale, purchase, exchange, refining, gathering or processing of oil, or of gas or of other mineral production from the Leases and the well(s), and those operating agreements, farmin and farmout agreements, and area of mutual interest agreements or any other oil and gas contracts affecting the leases and the well(s) and mesne assignments thereof, and all agreements requiring the consent of a third party to transfer hereunder;

(c) any lien, security interests, or mortgages, that arise to secure payment of amounts not yet delinquent, which are of a type and nature customary in the oil and gas industry, and which have been disclosed to Assignee, but Assignor shall acquire release of the Leases, the well(s), or Easements from any such lien, security interest, or mortgage in order to make this Assignment or promptly pay or discharge same;

(d) liens, securing payment of taxes or assessments that are, in either case, not yet delinquent or, if delinquent, are being contested in good faith in the normal course of business, and Assignor agrees to pay or discharge same in a timely manner; and

(e) rights reserved to or vested in the state, municipality or other governmental, statutory or public authority to control or regulate any of the Subject Properties and all applicable laws, rules and order of the state, municipality or other governmental authority.

ARTICLE III

Allocation of Risks; Indemnification

By execution of this agreement, Assignee understands and agrees that Assignor makes no representation or warranty whatsoever pertaining to the Subject Properties except as expressly set forth in this Assignment and Assignor disclaims all liability and responsibility for any representation, warranty, statement or information made or communicated (orally or in writing) to Assignee. Assignee acknowledges and affirms that it has had full access to the books and records of Assignor pertaining to the Subject Properties and the information therein, and Assignee has made its own independent investigation, analysis

and evaluation if (i) the Leases (including Assignee's own estimate and appraisal and value of the extent and value of the hydrocarbon reserves of the Leases), (ii) the Wells, (iii) the operation of the Leases and (iv) any Environmental Condition on, in or under the Leases.

The term "Environmental Condition" shall mean and include any existing condition to the soil, subsurface, surface waters, groundwaters, atmosphere or other environmental medium, whether or not yet discovered, which could result in any damage, loss, cost, expense, claim, demand, investigation, lien or liability relating to the Subject Properties under the Resources Conservation and Recovery Act of 1976, as amended, 42 U.S.C. § 6901 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42. U.S.C. § 9601 et seq, the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act 42 U.S.C. §7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1471 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§2601-2629; the Oil Pollution Act, 33 U.S.C. §2701 et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. §1101 et seq.; and the Safe Drinking Water Act, 42 U.S.C. §§300(f) through 300(j) and all regulations issued thereunder and any other law, statute, ordinance, decree, requirement, order, judgment, rule or regulation of, including the terms of any license, permit, certificate, or abandonment approved by any governmental authority relating to air or water quality, hazardous or solid wastes, hazardous substances or any other environmental matters. The term "Assumed Obligations" under this Assignment shall mean and include all claims, losses, damages, costs, expenses, causes of action or judgments arising out of the ownership or operation of the Subject Properties or under any statutes or from the documents and agreements creating such ownership or operations.

Assignee agrees to assume, pay, perform and discharge, and to indemnify and hold Assignor harmless of, from, and against any and all of the Assumed Obligations (including reasonable attorneys' fees, court costs, and expenses) arising from claims asserted after the Effective Time of this Assignment. Assignee also agrees to assume, pay, perform and discharge, and to indemnify and hold Assignor harmless of, from, and against any Environmental Condition (including reasonable attorneys' fees, court costs, and expenses) arising from claims asserted after the effective time of this Assignment.

Assignor shall retain and agree to assume, pay, perform and discharge, and to indemnify and hold Assignee harmless of, from, and against any and all of the Assumed Obligations (including reasonable attorney's fees, court costs and expenses) arising from claims asserted prior to the Effective time of this Assignment, except, however, Assignee shall be solely responsible for balancing of gas payments for any gas imbalances which may exist as of the Effective Time.

Assignee agrees to assume any and all obligations of Assignor to plug and pay for plugging of the well(s) pursuant to the applicable rules, laws, or regulations of the State regulatory agency, and Assignee agrees to indemnify and hold Assignor harmless from any obligations arising or resulting from the plugging and abandoning of said wells(s). Assignee agrees to promptly file for and become successor operator before and in the records of each state regulatory agency having jurisdiction over the Subject Properties.

Assignor agrees to execute and deliver transfer orders, division orders, notices, releases and acquittances and such other instruments as may be necessary or appropriate to further assure to Assignee all of the properties, rights, titles, interests, estates, remedies, powers and privileges by this instrument granted, bargained, sold, conveyed, assigned, transferred and delivered, or otherwise vested in Assignee or intended so to be hereunder. Without limiting the foregoing, Assignor agrees to execute any and all form assignments for individual state or federal oil and gas leases comprising any portion of the Subject Properties as may be required by state law or regulation, or by federal law or regulation, any and all of such individual assignments to constitute, as to such individual leases, one and the same assignment as is made herein.

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LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 5 of 18

Assignor believes (but does not represent or warrant) that it has observed, performed and complied with the terms, provisions, covenants and conditions of said Leases and with all laws, rules, regulations and orders, both State and Federal, applicable to ownership and enjoyment of the Subject Properties herein transferred through the effective time, but Assignee assumes all risks of non-compliance by Assignor at the Effective Time, and agrees to file a well permit application for and secure same in the name of Assignee for the well(s) and Assignee shall perform and comply with the terms, covenants and conditions of said Leases from the Effective Time.

Assignee assumes and accepts responsibility for proper payment of royalty on and for the well(s) and for the severance taxes as of the Effective Time, and agrees to comply with the terms and provisions of the Leases, with applicable statutes and with applicable rules and regulations.

Oil remaining in the tanks above the pipeline connection at the Effective Time shall be the property of Assignor. All gas produced and saved up to such Effective Time shall belong to Assignor. All gas produced and saved after such Effective Time belong to Assignee.

For the year 1999 and all subsequent years, Assignee agrees to timely render and pay ad valorem taxes on the Subject Properties.

ARTICLE IV

Other Conditions

There are no "Other Conditions" to be included in this Assignment.

ARTICLE V

Counterparts

This Assignment may be executed in any number of counterparts, each of which shall be of equal dignity and all of which shall constitute but one and the same instrument. In order to facilitate recordation, signature pages from each original counterpart may be removed therefrom, and attached to a single instrument and recorded, which recorded instrument shall be effective for all purposes hereunder and under the recording statutes.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective affiliates, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date of their respective acknowledgments set forth below, to be effective, however, for all purposes as of the Effective Time.

[redacted] [redacted] [redacted]

RECORDED 6/25/1999 AT 09:00 AM REC# 1291507 BK# 0915 PG# 0028
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 6 of 18

ASSIGNOR:

CABOT OIL & GAS CORPORATION

By: John S. Muire
Name: John S. Muire
Title: Attorney-In-Fact

ATTEST:

_____

ASSIGNEE:

CROWN OIL & GAS COMPANY, INC.

By: David W. Neher
Name: DAVID W. NEHER
Title: PRESIDENT

C:\eenike\snelson\CrownAssignBOSale&Conv.doc

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LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 7 of 18

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

Acknowledged on this 17th day of June, in the year 1999, before me personally came John S. Muire, to me known, who being by me duly sworn, did depose and say that he is the Attorney-In-Fact of CABOT OIL & GAS CORPORATION, a Delaware Corporation, and that he as such Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of the corporation.

Witness the hand and official seal of the undersigned this the day and year first in this certificate written.

Marsha M. Emerson
Marsha M. Emerson, Notary Public

My Commission Expires: July 13, 2000

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

Acknowledged on this 17th day of JUNE, in the year 1999, before me personally came DAVID W. NEHER, to me known, who by me duly sworn, did depose and say that he is the PRESIDENT of CROWN OIL & GAS COMPANY, INC., a Corporation, and that he as such Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of the corporation.

Witness the hand and official seal of the undersigned this the day and year first in this certificate written.

Marsha M. Emerson
Notary Public

My Commission Expires:
JULY 13, 2000

RECORDED 6/25/1999 AT 09:00 AM REC# 1291587 BK# 0915 PG# 0030
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 8 of 18

EXHIBIT "A"

Attached to and made a part of that Wellbore Assignment, Bill of Sale and Conveyance effective June 1, 1999, by and between Cabot Oil & Gas Corporation (Seller) and Crown Oil & Gas Company, Inc. (Buyer). Seller herein conveys all leasehold, rights, title and interest in and to the wellbore interests only and associated personal property, equipment, fixtures, and improvements included therewith for each well listed.

OPERATOR	WELL NAME	CABOT PROPERTY #	DESCRIPTION	WORKING INTEREST - BPO			WORKING INTEREST - APO-100%			WORKING INTEREST - APO-300%			WORKING INTEREST - APO-400%		
				PART WI	BEN WI	NRI	PART WI	BEN WI	NRI	PART WI	BEN WI	NRI	PART WI	BEN WI	NRI
Cabot	Blue Forest #33-12	490075003	T24N-R111W-12 1980' FSL, 1980' FEL (NW/4SE/4) Sweetwater Cty, WY	92.849248%	N/A	TBD	59.624530%	N/A	TBD	58.372405%	N/A	TBD	N/A	N/A	N/A
Cabot	Lincoln Road #30-9	490057113	T24N-R111W-9 1345' FEL, 1446' FSL (C SE/4) Sweetwater Cty, WY	69.998800%	69.782236%	57.046978%	N/A	N/A	N/A	58.330000%	57.869700%	TBD	N/A	N/A	N/A
Cabot	Lincoln Road #42-6	490057188	T24N-R111W-6 3200' FSL, 1150' FEL (SE/4NE/4) Sweetwater Cty, WY	74.336347%	74.306639%	60.554890%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Cabot	Christmann #1	490053001	T20N-R112W-18 1980' FNL, 1980' FWL (SE/4NW/4) Lincoln County, WY	100.000000%	N/A	77.691562% 0.123438% (ORRI)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Cabot	State #1-16	490055014	T18N-R111W-16 (C NW/4) Sweetwater Cty, WY	100.000000%	N/A	80.0000%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Cabot	Lone Tree #12-30	490061002	T13N-R113W-30 1531' FNL, 787' FWL (SW/4NW/4) Uinta County, WY	51.582%	N/A	41.2656%	51.58200%	N/A	41.2656%	N/A	N/A	N/A	N/A	N/A	N/A
Cabot	Split River #31-2	490211003	T27N-R112W-2 249' FNL, 1482' FEL (NW/4NE/4) Sublette County, WY	30.0000%	N/A	24.5000%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Cabot	Raptor #40-18	490057043	T24N-R111W-18 1125' FWL, 1320' FSL (C SW/4) Sweetwater Cty, WY	99.747631%	99.7481718%	TBD	N/A	N/A	N/A	19.9711836%	19.9237302%	TBD	N/A	N/A	N/A

N/A = Not Applicable
TBD = To Be Determined

EXHIBIT "A"

Attached to and made a part of that Wellbore Assignment, Bill of Sale and Conveyance effective June 1, 1999, by and between Cabot Oil & Gas Corporation (Seller) and Crown Oil & Gas Company, Inc. (Buyer). Seller herein conveys all leasehold, rights, title and interest in and to the wellbore interests only and associated personal property, equipment, fixtures, and improvements included therewith for each well listed.

OPERATOR	WELL NAME	CABOT PROPERTY #	DESCRIPTION	WORKING INTEREST - BPO			WORKING INTEREST - APO-100%			WORKING INTEREST - APO-300%			WORKING INTEREST - APO-400%		
				PART WI	BEN WI	NRI	PART WI	BEN WI	NRI	PART WI	BEN WI	NRI	PART WI	BEN WI	NRI
Cabot	Lincoln Road #10-7	490057041	T24N-R111W-7 990' FNL, 1322' FWL (C NW/4) Sweetwater Cty, WY	99.570660%	99.571580%	TBD	84.3450720%	84.3784072%	TBD	57.2472920%	57.0946172%	(200%)	57.314612%	57.1640672%	TBD
Cabot	Blue Forest #20-6	490075010	T24N-R110W-6 1300' FNL, 1800' FEL (SW/4NE/4) Sweetwater Cty, WY	55.688432%	N/A	43.436977%	35.0342957%	N/A	26.7767%	N/A	N/A	N/A	N/A	N/A	N/A

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LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 9 of 18

N/A = Not Applicable
TBD = To Be Determined

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LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 10 of 18

EXHIBIT "A1"
SOUTHWEST WYOMING
LEASE SCHEDULE
WELLBORE INTEREST ONLY
LINCOLN COUNTY, WYOMING

Lease Date: 07/22/1977 Lessor: SEARS, FRANK WILLIAM ET AL
Lease Number: 49-0456 Status: HBP Recorded: BK 143PR PG 638
Expire Date: 07/22/2099 Lessee: JOHN J CHRISTMANN

Tract	PROSPECT	St County	Gross Acres	Net Acres	Company Net Acres	Corporate Int.	Royalty Int.	Overriding Int.
1	CAPEN DITCH	LINCOLN, WY	627.750	627.750	627.750	1.000000000	.210000000	.011850000

Legal:
Township 20 North, Range 112 West, 6th P.M.
Section 18: Lots 1 (49.75), 2 (49.25), 3 (48.75, E/2, E/2W/2

Insofar and only insofar as the leased lands contribute to the drillsite spacing unit limited to the **Christmann No. 1** wellbore and the production therefrom; located in the SENW Section 18-20N-112W, Lincoln County, Wyoming

Lease Number: 49-0469 Status: HBP Recorded: UNRECORDED
Lease Date: 02/01/1978 Lessor: USA WYW-61042
Expire Date: 06/31/1988 Lessee: Clair L Johnson

Tract	PROSPECT	St County	Gross Acres	Net Acres	Company Net Acres	Corporate Int.	Royalty Int.	Overriding Int..
1	RESERVOIR	LINCOLN, WY	118.420	118.420	6.509 6.458	*.054962600 **.054537600	.125000000	.000000000

Legal:
Township 24 North, Range 112 West, 6th P.M.
Section 18: Lots 7 (19.26), 7 (19.16), E/2SW/4

Insofar and only insofar as the leased lands contribute to the drillsite spacing unit limited to the **Raptor Unit 40-18** wellbore and the production therefrom; located in the E/2SW Section 18-24N-112W, Lincoln, County Wyoming

*Participating Int.
**Beneficial Int.

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EXHIBIT "A1"
SOUTHWEST WYOMING
LEASE SCHEDULE
WELLBORE INTEREST ONLY
SUBLETTE COUNTY, WYOMING

Lease Number: 49-0896 Status: HBP Recorded: UNRECORDED
Lease Date: 11/01/1968 Lessor: USA WYW-15747
Expire Date: 10/31/2099 Lessee: MARGARET E ALLEN
Tract PROSPECT St County

		Gross Acres	Net Acres	Company Net Acres	Corporate Int.	Royalty Int.	Overriding Int.
1	EQUITABLE ACQUISITION	SUBLETTE, WY					
		160.180	160.180	48.054	.300000000	.125000000	.0587500000

Legal:
Township 27 North, Range 112 West, 6th P.M.
Section 2: Lots 1 (40.15), 2 (40.03), S/2NE/4

Insofar and only insofar as leased lands contribute to the drillsite spacing unit limited to the **Split River 31-2** wellbore and the production therefrom, located in the NWNE (Lot 2), Section 2-27N-112W

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EXHIBIT "A1"
SOUTHWEST WYOMING
LEASE SCHEDULE
WELLBORE INTEREST ONLY
SWEETWATER COUNTY, WYOMING

Lease Number: 49-0464 Status: HBP Recorded: BK 640 PG 365
Lease Date: 10/01/1974 Lessor: USA WYW-47397
Expire Date: 05/14/1989 Lessee: EVA HECHT

Tract	PROSPECT	St County	Gross Acres	Net Acres	Company Net Acres	Corporate Int.	Royalty Int.	Overriding Int.
1	LINCOLN ROAD	SWEETWATER, WY	226.160	226.160	111.631	.493593750	.125000000	.050000000

Legal:
Township 24 North, Range 111 West, 6th P.M.
Section 6: Lots 8 (32.40), 9 (33.76), 14 (40.00), 15 (40.00), 16 (40.00), 17 (40.00)

Insofar and only insofar as the leased lands contribute to the drillsite spacing unit limited to the **Lincoln Road 42-6** wellbore and the production therefrom; located in the SENE Section 6-24N-111W, Sweetwater County, Wyoming

2	LINCOLN ROAD	SWEETWATER, WY	119.740	119.740	6.581 6.530	*.054962600 **.054537600	.125000000	.050000000

Legal:
Township 24 North, Range 111 West, 6th P.M.
Section 7: Lots 5 (19.94), 6 (19.80), E/2NW/4

Insofar and only insofar as the leased lands contribute to the drillsite spacing unit limited to the **Lincoln Road 10-7** wellbore and the production therefrom; located in the SENW Section 7-24N-111W, Sweetwater County, Wyoming

Lease Number: 49-0465 Status: HBP Recorded: BK 640 PG 365
Lease Date: 10/01/1974 Lessor: USA WYW-95517
Expire Date: 09/30/2099 Lessee: EVA HECHT

Tract	PROSPECT	St County	Gross Acres	Net Acres	Company Net Acres	Corporate Int.	Royalty Int.	Overriding Int.
1	LINCOLN ROAD	SWEETWATER, WY	320.000	320.000	186.656 185.183	*.583300000 **.578697000	.125000000	.050000000

Legal:
Township 24 North, Range 111 West, 6th P.M.
Section 9: N/2

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EXHIBIT "A1"
SOUTHWEST WYOMING
LEASE SCHEDULE
WELLBORE INTEREST ONLY
SWEETWATER COUNTY, WYOMING

Insofar and only insofar as the leased lands contribute to the drillsite spacing unit limited to the **Lincoln Road 30-9** wellbore and the production therefrom; located in the C SE Section 9-24N-111W, Sweetwater County, Wyoming

* Participating Int.
** Beneficial Int.

Lease Number: 49-0479 Status: HBP Recorded: BK 631 PG 477
Lease Date: 07/01/1976 Lessor: USA WYW-117035
Expire Date: 06/15/1991 Lessee: NORITA M WIEGAND

Tract	PROSPECT	St County	Gross Acres	Net Acres	Company Net Acres	Corporate Int.	Royalty Int.	Overriding Int.
1	LINCOLN ROAD	SWEETWATER, WY	320.000	320.000	320.000	1.000000000	.125000000	.065000000

Legal:
Township 24 North, Range 111 West, 6th P.M.
Section 9: S/2

Insofar and only insofar as the leased lands contribute to the drillsite spacing unit limited to the **Lincoln Road 30-9** wellbore and the production therefrom; located in the C SE Section 9-24N-111W, Sweetwater County, Wyoming

EXHIBIT "A1"
SOUTHWEST WYOMING
LEASE SCHEDULE
WELLBORE INTEREST ONLY
SWEETWATER COUNTY, WYOMING

Lease Number: 49-0720 Status: HBP Recorded: BK 856 PG 383
Lease Date: 01/01/1967 Lessor: USA WYW-3332
Expire Date: 12/31/1966 Lessee: C E STRANGE

Tract	PROSPECT	St County	Gross Acres	Net Acres	Company Net Acres	Corporate Int.	Royalty Int.	Overriding Int.
1	BUCKHORN CANYON	SWEETWATER, WY	156.030	156.030	63.913	.409624820	.125000000	.110703980

Legal:
Township 24 North, Range 110 West, 6th P.M.
Section 6: Lot 1 (37.55), 2 (38.48), S/2NE/4

Insofar and only insofar as the leased lands contribute to the drillsite spacing unit limited to the **Blue Forest 20-6** wellbore and the production therefrom; located in the SWNE Section 6-24N-110W, Sweetwater County, Wyoming

Tract	PROSPECT	St County	Gross Acres	Net Acres	Company Net Acres	Corporate Int.	Royalty Int.	Overriding Int.
2	BUCKHORN CANYON	SWEETWATER, WY	160.000	160.000	125.000	.781247200	.125000000	.110703980

Legal:
Township 24 North, Range 111 West, 6th P.M.
Section 12: SE/4

Insofar and only insofar as the leased lands contribute to the drillsite spacing unit limited to the **Blue Forest 33-12** wellbore and the production therefrom; located in the NWSE Section 12-24N-111W, Sweetwater County, Wyoming

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EXHIBIT "A1"
SOUTHWEST WYOMING
LEASE SCHEDULE
WELLBORE INTEREST ONLY
UINTA COUNTY, WYOMING

Lease Number: 49-0506 Status: HBP Recorded: BK 462 PG 20
Lease Date: 03/01/1982 Lessor: USA WYW-83345
Expire Date: 02/28/1992 Lessee: DENIS L MELBY

Tract	PROSPECT	St County	Gross Acres	Net Acres	Company Net Acres	Corporate Int.	Royalty Int.	Overriding Int.
1	MOXA ARCH, S	UINTA, WY	159.980	159.980	140.996	.881333330	.125000000	.081875000

Legal:
Township 13 North, Range 113 West, 6th P.M.
Section 30: Lot 1 (39.98), N/2NE/4, NE/4NW/4

Insofar and only insofar as the leased lands contribute to the drillsite spacing unit limited to the **Lone Tree 12-30** wellbore and the production therefrom; located in the SWNW Section 30-13N-113W, Uinta County, Wyoming

Lease Number: 49-0508 Status: HBP Recorded: BK 462 PG 20
Lease Date: 03/01/1982 Lessor: USA WYW-126839
Expire Date: 04/01/1994 Lessee: DENIS L MELBY

Tract	PROSPECT	St County	Gross Acres	Net Acres	Company Net Acres	Corporate Int.	Royalty Int.	Overriding Int.
1	MOXA ARCH, S	UINTA, WY	399.810	399.810	251.997	.6302913330	.125000000	.125000000

Legal:
Township 13 North, Range 113 West, 6th P.M.
Section 30: Lots 2 (39.93), 3 (39.88), S/2NE/4, SE/4NW/4, E/2SW/4, N/2SE/4, SW/4SE/4

Insofar and only insofar as the leased lands contribute to the drillsite spacing unit limited to the **Lone Tree 12-30** wellbore and the production therefrom; located in the SWNW Section 30-13N-113W, Uinta County, Wyoming

EXHIBIT "A1"
SOUTHWEST WYOMING
LEASE SCHEDULE
WELLBORE INTEREST ONLY
UINTA COUNTY, WYOMING

Lease Number: 49-0711A1 Status: HBP Recorded: BK 673 PG 211
Lease Date: 09/24/1996 Lessor: Preston Ross Johnson, IND/TSTE
Expire Date: 09/24/1999 Lessee: Cabot Oil & Gas Corporation

Tract	PROSPECT	St County	Gross Acres	Net Acres	Company Net Acres	Corporate Int.	Royalty Int.	Overriding Int.
1	MOXA ARCH, S	UINTA, WY	39.830	39.830	39.830	1.000000000	.145000000	.000000000

Legal:
Township 13 North, Range 113 West, 6th P.M.
Section 30: Lot 4 (39.83)

Insofar and only insofar as the leased lands contribute to the drillsite spacing unit limited to the **Lone Tree 12-30** wellbore and the production therefrom; located in the SWNW Section 30-13N-113W, Uinta County, Wyoming

RECORDED 6/25/1999 AT 09:00 AM REC# 1291507 BK# 0915 PG# 0038
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EXHIBIT "A2"

Attached to and made a part of that Wellbore Assignment, Bill of Sale and Conveyance effective June 1, 1999, by and between Cabot Oil & Gas Corporation (Seller) and Crown Oil & Gas Company, Inc. (Buyer). Seller herein conveys all leasehold, rights, title and interest in and to the wellbore interests only and associated personal property, equipment, fixtures, and improvements included therewith for each well listed. Further, this Assignment is made subject to the terms and provisions of certain agreements enumerated below but not solely limited thereto.

OPERATOR	WELL NAME	DESCRIPTION	EFFECTIVE DATE	AGREEMENTS
Cabot	Blue Forest #33-12	T24N-R111W-12 1980' FSL, 1980' FEL (NW/4SE/4) Sweetwater Cty, WY	12/31/82	Blue Forest Unit Agreement and Unit Operating Agreement, 14-08-0001-20994, Sweetwater County, Wyoming
			10/20/92	Farmout Letter Agreement, as amended, by and between Presidio Oil Company (now TBI) and Washington Energy Exploration, Inc. (now Cabot Oil & Gas Corporation) et al
			6/30/93	Farmout Agreement, by and between GCIL III and Washington Energy Exploration, Inc. (now Cabot Oil & Gas Corporation)
			10/28/93	Farmout and Option Farmout Agreement, by and between Kaiser-Francis Oil Company and Washington Energy Exploration, Inc. (now Cabot Oil & Gas Corporation)
			11/15/93	Farmout and Option Farmout Agreement, by and between North American Resources Corporation and Washington Energy Exploration, Inc. (now Cabot Oil & Gas Corporation)
Cabot	Lincoln Road #30-9	T24N-R111W-9 1345' FEL, 1446' FSL (C SE/4) Sweetwater Cty, WY	12/1/76	Pooling Agreement, Lincoln Road Area, amended 3/1/86, by and among Wisconsin Pipeline Company, C & K Petroleum, Inc., et al.
			3/1/77	Communitization Agreement (WY 049P56-86C869), Frontier Formation, covering ALL Section 9-T24N-R111W, Sweetwater County, Wyoming
			7/31/79	Joint Operating Agreement, by and between Thermal Exploration, Inc. (now Cabot Oil & Gas Corporation) and Enstar Corporation et al
Cabot	Lincoln Road #42-6	T24N-R111W-6 3200' FSL, 1150' FEL (SE/4NE/4) Sweetwater Cty, WY	11/1/84	Working Interest Pooling Agreement, Raptor Area, as amended, by and between Keller-Rubow Petroleum, Inc., Thermal Exploration, Inc. (now Cabot Oil & Gas Corporation) et al, as recorded in Book 801, at Page 1739, Sweetwater County, Wyoming and Book 275PR, at Page 72, Lincoln County, Wyoming
			5/19/95	Acreage Trade Agreement, by and between Amoco Production Corporation and Cabot Oil & Gas Production Corporation (now Cabot Oil & Gas Corporation)
			10/31/95	Farmout Letter Agreement, by and between ANR Production Company and Cabot Oil & Gas Production Corporation (now Cabot Oil & Gas Corporation)
Cabot	Christmann #1	T20N-R112W-18 1980' FNL, 1980' FWL (SE/4NW/4) Lincoln County, WY		Non-Applicable
Cabot	State #1-16	T18N-R111W-16 (C NW/4) Sweetwater Cty, WY	6/7/90	Letter Agreement, by and between Thermal Exploration, Inc. (now Cabot Oil & Gas Corporation) and Christmann Energy Corporation
Cabot	Lone Tree #12-30	T13N-R113W-30 1531' FNL, 787' FWL (SW/4NW/4) Uinta County, WY	6/11/93	Participation Agreement, Joint Operating Agreement, by and between Washington Energy Exploration Inc. (now Cabot Oil & GasCorporation) and Duncan Energy Company.
Cabot	Split River #31-2	T27N-R112W-2 249' FNL, 1482' FEL (NW/4NE/4) Sublette County, WY	10/16/82	Yose Cattle Company, Surface and Damage Agreement, by and between Yose Cattle Company and Diamond Shamrock Corporation
			11/26/82	Joint Operating Agreement, by and between Diamond Shamrock Corporation and Joan Chorney, et al
			11/28/82	Agreement by and between Diamond Shamrock Corporation and Estate of William G. Hellis
			7/25/97	Purchase and Sale Agreement, by and between Equitable Resources Energy Company and Cabot Oil & Gas Corporation

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RECORDED 6/25/1999 AT 09:00 AM REC# 1291587 BK# 0915 PG# 0039
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EXHIBIT "A2"

Attached to and made a part of that Wellbore Assignment, Bill of Sale and Conveyance effective June 1, 1999, by and between Cabot Oil & Gas Corporation (Seller) and Crown Oil & Gas Company, Inc. (Buyer). Seller herein conveys all leasehold, rights, title and interest in and to the wellbore interests only and associated personal property, equipment, fixtures, and improvements included therewith for each well listed. Further, this Assignment is made subject to the terms and provisions of certain agreements enumerated below but not solely limited thereto.

OPERATOR	WELL NAME	DESCRIPTION	EFFECTIVE DATE	AGREEMENTS
Cabot	Raptor #40-18	T24N-R111W-18 1125' FWL, 1320' FSL (C SW/4) Sweetwater Cty, WY	11/1/84	Working Interest Pooling Agreement, Raptor Area, as amended, by and between Keller-Rubow Petroleum, Inc., Thermal Exploration, Inc. (now Cabot Oil & Gas Corporation), et al, as recorded in Book 801, at Page 1739, Sweetwater County, Wyoming, and Book 275PR, at Page 72, Lincoln County, Wyoming
			5/31/84	Raptor Unit and Unit Operating Agreement No. WYW 049P56-85U879, Sweetwater County, Wyoming
Cabot	Lincoln Road #10-7	T24N-R111W-7 990' FNL, 1322' FWL (C NW/4) Sweetwater Cty, WY	11/1/84	Working Interest Pooling Agreement, Raptor Area, as amended, by and between Keller-Rubow Petroleum, Inc., Thermal Exploration, Inc. (now Cabot Oil & Gas Corporation), et al, as recorded in Book 801, at Page 1739, Sweetwater County, Wyoming, and Book 275PR, at Page 72, Lincoln County, Wyoming
			7/22/92	Joint Operating Agreement, by and between Washington Energy Exploration, Inc. and Ted Collins, Jr.
Cabot	Blue Forest #20-6	T24N-R110W-6 1300' FNL, 1800' FEL (SW/4NE/4) Sweetwater Cty, WY	12/13/82	Blue Forest Unit Agreement and Unit Operating Agreement, 14-08-0001-20994, Sweetwater County, Wyoming
			10/20/92	Farmout Letter Agreement, as amended, by and between Presidio Oil Company (now Tom Brown, Inc.) and Washington Energy Exploration, Inc. (now Cabot Oil & Gas Corporation) et al
			6/30/93	Farmout Agreement, by and between GCIL III and Washington Energy Exploration, Inc. (now Cabot Oil & Gas Corporation) et al
			7/1/93	Farmout and Option Farmout Agreement, by and between Alan B. Nicol, Nicol Partnership and Washington Energy Exploration, Inc. (now Cabot Oil & Gas Corporation)

RECORDED 6/25/1999 AT 09:6 M RECN 1291987 BK# 0915 PG# 0040
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DLE

Form Approved by the Board
and Effective January 6, 1998

Lease # 05-00158

Parcel # 173

Fund Code: MH

STATE OF WYOMING

OIL AND GAS LEASE

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

Allen & Kirmse, Ltd.

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:

N2NW Section: 10 Township: 30 North Range: 112 West of the 6th P.M.

County: Sublette Total Acres: 80.00 Advance Rental: $80.00
($1.00 per ace 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 April 2005 A.D.

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

LESSEE Signature: Randall Kirmse, Vice-Pres.

LESSEE Allen & Kirmse, Ltd.

Address: 6304 S. Monaco Ct.

City, Englewood State, CO Zip 80111

Phone # 303-771-1208

By: Director, Office of State Lands and Investments

SEAL

313499

RECORDED Aug. 30 2005 8:50AM
IN BOOK 130 Ot6 PAGE 566
FEES $ 11.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scott

13240.000

OIL AND GAS TERMS

Section 1 THE LESSEE AGREES:

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

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

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

After the discovery of oil or gas in paying quantities to pay the lessor in advance beginning with the first day of the lease year succeeding the lease year in which actual discovery was made, an annual rental of $2 00 per acre or fraction thereof, unless changed by agreement. Such rental so paid for any one year shall be credited on the royalty for that year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2 THE LESSOR EXPRESSLY RESERVES:

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

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

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

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

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

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

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

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

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

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

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

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

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STATE LANDS

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Form Approved by the Board
and Effective January 6, 1998

Lease # 05-00157

Parcel # 172

Fund Code: CS

STATE OF WYOMING

OIL AND GAS LEASE

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

Allen & Kirmse, Ltd.

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:

Lot 1:SENE Section: 5 Township: 30 North Range: 112 West of the 6th P.M.

County: Sublette | Total Acres: 80.20 | Advance Rental: $81.00 ($1.00 per ace 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 April 2005 A.D.

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

LESSEE Signature: Randall Kirmse, Vice-Pres.

LESSEE Allen & Kirmse, Ltd.

Address: 6304 S. Monaco Ct.

City, Englewood State, CO Zip 80111

Phone # 303-771-1208

By: Director, Office of State Lands and Investments

313500

RECORDED Aug. 30 2005 8:50 AM

IN BOOK 130 046 PAGE 568

FEES $ 11.00 COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Seaton

3527 000

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 calender 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 comering 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 comering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation

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

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

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

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

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

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

prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations

Section 2. THE LESSOR EXPRESSLY RESERVES

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

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

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

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

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

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

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

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

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

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

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

All rentals becoming due prior to a surrender or relinquishment becoming effective, shall be payable by lessee unless payment thereof shall be waived by lessor. A relinqushment 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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Form Approved by the Board
and Effective January 8, 1998

Lease # 05-00156

Parcel # 171

Fund Code: MH

STATE OF WYOMING

OIL AND GAS LEASE

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

Allen & Kirmse, Ltd.

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SESE Section: 4 Township: 30 North Range: 112 West of the 6th P.M.

County: Sublette Total Acres: 40.00 Advance Rental: $40.00
($1.00 per ace 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 April 2005 A.D.

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

LESSEE Signature: Randall Kirmse, Vice-Pres.

By: _____
Director, Office of State Lands and Investments

LESSEE Allen & Kirmse, Ltd.

Address: 6304 S. Monaco Ct.

City, Englewood State, CO Zip 80111

Phone # 303-771-1208

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RECORDED Aug 30 2005 8:50 AM

IN BOOK 130 OR6 PAGE 570

FEES $ 11.00 COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Scott

49375 000

OIL AND GAS TERMS

Section 1. THE LESSEE AGREES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. THE LESSOR EXPRESSLY RESERVES:

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

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

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

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

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

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

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

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

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

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

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

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

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Form Approved by the Board
and Effective January 6, 1998

Lease # 05-00155

Parcel # 170

Fund Code: CS

STATE OF WYOMING

OIL AND GAS LEASE

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

Allen & Kirmse, Ltd.

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:

NESE Section: 4 Township: 30 North Range: 112 West of the 6th P.M.

County: Sublette

Total Acres: 40.00

Advance Rental: $40.00
($1.00 per ace 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 April 2005 A.D.

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

LESSEE Signature: _____
Randall Kirmse, Vice-Pres.

LESSEE Allen & Kirmse, Ltd.

Address: 6304 S. Monaco Ct.

City, Englewood State, CO Zip 80111

Phone # 303-771-1208

By: _____

Director, Office of State Lands and Investments

313502

RECORDED Aug. 30 2005 8:50 AM

IN BOOK 130 OTG PAGE 572

FEES $ 11.00 _____ COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Seaton

49382 000

OIL AND GAS TERMS

Section 1 THE LESSEE AGREES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES

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

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

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

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

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

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

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

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

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

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

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

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

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Form Approved by the Board
and Effective January 8, 1998

Lease # 05-00154

Parcel # 169

Fund Code: CS

STATE OF WYOMING

OIL AND GAS LEASE

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

Allen & Kirmse, Ltd.

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:

S2SW:W2SE Section: 3 Township: 30 North Range: 112 West of the 6th P.M.

County: Sublette Total Acres: 160.00 Advance Rental: $160.00
($1.00 per ace 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 April 2005 A.D.

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

LESSEE Signature: Randall Kirmse, Vice-Pres.

By: Director, Office of State Lands and Investments

LESSEE Allen & Kirmse, Ltd.

Address: 6304 S. Monaco Ct.

City, Englewood State, CO Zip 80111

Phone # 303-771-1208

313503

RECORDED Aug. 30 2005 8:50AM

IN BOOK 130 046 PAGE 574

FEES $ 11.00 COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

By Cathy Soter

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 comering 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 comering or contiguous lands to those leased herein. All plans or methods for the purpose of stimulating or increasing production on lands herein leased other than those in common use shall first be presented to the lessor for approval before being put into actual operation

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

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

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

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

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

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

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

prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations

Section 2. THE LESSOR EXPRESSLY RESERVES:

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

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

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

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

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

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

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

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

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

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

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

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

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Form Approved by the Board
and Effective January 6, 1998

Lease # 05-00153

Parcel # 168

Fund Code: MH

STATE OF WYOMING

OIL AND GAS LEASE

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Allen & Kirmse, Ltd.

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N2SW Section: 3 Township: 30 North Range: 112 West of the 6th P.M.

County: Sublette Total Acres: 80.00 Advance Rental: $80.00
($1.00 per ace 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 April 2005 A.D.

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

LESSEE Signature: Randall Kirmse, Vice-Pres. By: Lynne Boomgaarden

LESSEE Allen & Kirmse, Ltd. Director, Office of State Lands and Investments

Address: 6304 S. Monaco Ct.

City, Englewood State, CO Zip 80111

Phone # 303-771-1208

313504

RECORDED Aug. 30 2005 8:50 AM

IN BOOK 130 O+G PAGE 576

FEES $ 11.00 COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

By Kathy Seaton

OIL AND GAS TERMS

Section 1 THE LESSEE AGREES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

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

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

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

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

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

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

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

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

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

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

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

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

EOS Jan 16 08 9 54

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Form Approved by the Board
and Effective January 8, 1998

Lease # 05-00152

Parcel # 167

Fund Code: CS

STATE OF WYOMING

OIL AND GAS LEASE

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

Allen & Kirmse, Ltd.

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:

All Section: 36 Township: 29 North Range: 112 West of the 6th P.M.

County: Sublette Total Acres: 640.00 Advance Rental: $640.00
($1.00 per ace 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 April 2005 A.D.

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

LESSEE Signature: Randall Kirmse, Vice-Pres. By: Director, Office of State Lands and Investments

LESSEE Allen & Kirmse, Ltd.

Address: 6304 S. Monaco Ct.

City, Englewood State, CO Zip 80111

Phone # 303-771-1208

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RECORDED Aug. 30 2005 8:50 AM
IN BOOK 130 046 PAGE 578
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Souter

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

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

(k)SUSPENSION OF OPERATIONS. Should any well drilled upon lands covered by this lease obtain production of oil, gas, or other hydrocarbons in paying quantities and if the lessee is unable to establish a satisfactory market for the oil, gas or hydrocarbons produced from said well, the lessee may apply for and the lessor may grant permission for the suspension of production operations until such times as a satisfactory market for the product from said well can be developed During the time any such suspension of operations is in effect, the lessee shall continue to pay the annual rental of $2 00 per acre or fraction thereof provided by (c) above, and this lease shall remain in effect as though oil or gas was being produced from said lands.

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

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

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

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

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

prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES

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

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

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

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

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

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

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

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

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

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

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

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

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ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Elliott A. Riggs
P.O. Box 711, Farmington, NM 84799
, hereinafter called ASSIGNOR, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey unto: See The Attached Exhibit "A"
, hereinafter called ASSIGNEE, his/its heirs and assigns, 100.0% of Assignors' overriding royalty interests of all oil, gas and other minerals produced, saved and marketed under the terms of the oil and gas lease(s) more particularly set forth and described on the attached Exhibit " B ", attached to and made a part hereof.

A. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of the above described oil and gas lease(s).

B. This assignment of overriding royalty is made without warranty of title, either express or implied.

C. If Assignor's interest of record in the above described oil and gas lease(s) is less than the entire interest, or if said oil and gas lease covers less than the entire fee or record title, then the above overriding royalty interest shall be reduced proportionately.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this 10th day of March, 2005, effective December 1, 2004.

Witness:

Walter K. Arbuckle

Elliott A. Riggs

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 10th day of March, 2005, by Elliott A. Riggs.

Witness my hand and notarial seal.

JAXCENE L. HEINZE NOTARY PUBLIC STATE OF COLORADO

Notary Public

My Commission Expires:

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SUBLETTE COUNTY PINEDALE, WYOMING

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EXHIBIT "A"

Attached to and made a part of that certain Assignment
of Overriding Royalty dated March 10, 2005, by and between
Elliott A. Riggs and Westmeath Corp., et al.

Westmeath Crop. P.O. Box 711 Farmington, NM 87499	1/2 of 2.00% of 8/8ths
Lamotte Oil Co. 410 17th St. #1180 Denver, CO 80202	1/3 of 1/2 of 2.00% of 8/8ths
Kay A. Floyd 105 E. Wyndham Ct. Longwood, FL 32779	1/3 of 1/2 of 2.00% of 8/8ths
Kathryn Camille Arbuckle 410 17th St. #1180 Denver, CO 80202	1/3 of 1/2 of 2.00% of 8/8ths

EXHIBIT "B"

Attached to and made a part of that certain Assignment of Overriding Royalty dated March 10, 2005, by and between Elliott A. Riggs and Westmeath, et al.

Sublette County, WY

Lease Serial Number	Lease Date	Lands
WYW-016158	07-01-52	T30N-R108W, 6th PM Section 25: E½, NENW, S½NW, N½SW
WYW-016161	07-01-52	T30N-R108W, 6th PM Section 24: SWSE
WYW-016155	07-01-52	T30N-R107W, 6th PM Section 30: Lots 2, 3

STIPULATION OF INTERESTS

WHEREAS the undersigned parties represent all of the owners of the oil and gas leasehold working interest and all of the owners of overriding royalty interests held by virtue of that certain oil and gas lease (the "Jensen Lease") dated July 1, 1975 and recorded in the records of Sublette County, Wyoming in Book 58 of Oil and Gas at page 626 from Brandt M. Jensen *et. al.*, to Leonard Hay as extended by Extension of Oil and Gas Lease dated February 20, 1980 and recorded February 27, 1980 in Book 58 of Oil and Gas at page 634 of the records of Sublette County and covering the following described lands:

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 and 7, W/2NE/4, S/2NW/4
NW/4SW/4
Section 14: Lots 1 and 2, NE/4NW/4
Section 15: Lots 1 and 2 and all of
the bed of the New Fork River between mean high water and medial lines thereof in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7 of Section 11, Lots 1 and 2 of Section 14 and Lots 1 and 2 of Section 15, all in Township 31 North, Range 109 West, 6th P.M.

containing 720.50 acres, more or less;
and

WHEREAS pursuant to that certain Leasehold Exchange Agreement (the "Leasehold Exchange Agreement") dated January 26, 1999, among ST Oil Company, III Exploration Company and McMurry Oil Company, a Memorandum of which was recorded June 16, 1999 in Book 111 of Oil & Gas at page 522 of the records of Sublette County, McMurry Oil Company was given the right to receive an undivided 25% of the working interest and a corresponding 20% net revenue interest in the Jensen Lease, with the exception of the wellbores for the Jensen Nos. 1, 2, and 3 wells, as to depths above the stratigraphic equivalent of a depth of 10,320 feet as found in the Jensen No. 1 Well, together with a like interest in the Jensen No. 4 well to a depth of 11,306 feet; and

WHEREAS the Leasehold Exchange Agreement also granted McMurry Oil Company the option to earn an undivided 25% working interest and a corresponding 20% net revenue interest in the Jensen Lease as to all horizons below the above depths by participating in the drilling of a deep test well (the Jensen 1A Well) which was drilled and successfully completed on March 12, 2001 in the SW/4NW/4 of Section 11, Township 31 North, Range 109 West, 6th P.M.; and

WHEREAS the rights of McMurry Oil Company under the Leasehold Exchange Agreement were equitably owned as follows as evidenced by Ratification of Leasehold Exchange Agreement dated March 19, 1999 and recorded in the records of Sublette County in Book 111 of Oil & Gas at page 515:

McMurry Oil Company (hereinafter "MOC")	49.50%
Fort Collins Consolidated Royalties, Inc. (hereinafter as "FCCR")	23.75%
Nerd Enterprises, Inc.	24.75%
Edward M. Warner	2.00%; and

WHEREAS the interest of MOC in the Jensen Lease was assigned to McMurry Energy Company ("MEC") by Assignment, Bill of Sale and Conveyance dated May 1, 2000 and recorded October 24, 2001 in Book 120 of Oil & Gas at page 47 of the records of Sublette County, Wyoming; and

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WHEREAS the Leasehold Exchange Agreement was amended on July 5, 2001, effective as first production from the Jensen 1A Well, to reduce the interest earned by McMurry Energy Company, *et. al.* from an undivided 25% working interest and a corresponding 20% net revenue interest to an undivided 15% working interest and a corresponding 12% net revenue interest in the Jensen Lease as to all depths in and under the following described lands:

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, NW/4SW/4, SE/4NW/4, W/2NE/4
Section 14: NE/4NW/4
Section 15: Lots 1, 2
And all of the bed of the New Fork River between the mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3 ,4, 5, 6 and 7 of Section 11 and Lots 1 and 2 of Section 15, all in Township 31 North, Range 109 West,

excluding, however, the Jensen Nos. 1, 2 and 3 Wells, all of which were retained by ST Oil Company and III Exploration Company; and

WHEREAS as a result of said amendment MEC and FCCR acquired the following working interests in the Jensen Lease, excluding, however, the Jensen Nos. 1, 2 and 3 Wells:

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, NW/4SW/4, SE/4NW/4, W/2NE/4
Section 14: NE/4NW/4
Section 15: Lots 1, 2
And all of the bed of the New Fork River between the mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3 ,4, 5, 6 and 7 of Section 11 and Lots 1 and 2 of Section 15, Township 31 North, Range 109 West:

MEC: 49.5% x 15% = 7.425%

FCCR: 23.75% x 15% = 3.5625%

Township 31 North, Range 109 West, 6th P.M.
Section 11: SW/4NW/4
Section 14: Lots 1 and 2 (NW/4NW/4)
And all of the bed of the New Fork River between the mean high water and medial lines thereof, in front of and appurtenant to Lots 1 and 2 of Section 14, Township 31 North, Range 109 West:

MEC: 49.5% x 25% = 12.375%

FCCR: 23.75% x 25% = 5.9375%

said interests being evidenced by that certain Assignment and Bill of Sale with Reservation of Overriding Royalty Interest recorded October 30, 2001 in Book 120 of Oil & Gas at page 199 of the records of Sublette County; and

WHEREAS Susan Anne Samuelson, *et. al.*, the assignees of a proportionately reduced 1% overriding royalty interest in the Jensen Lease by virtue of that certain Assignment of Overriding Royalty from McMurry Energy Company dated June 1, 2000 and recorded September 22, 2000 in Book 116 of Oil & Gas at page 177 of the records of Sublette County, and their respective successors in interest, desire to stipulate that their interests in the Jensen Lease should be determined as if the aforementioned Assignment of Overriding Royalty were made after rather than before the October 30, 2001 recording of the Assignment and Bill of Sale with Reservation of Overriding Royalty Interest referred to in the preceding paragraph; and

WHEREAS WRW Energy Co. and Dianne E. Greene, the assignees of that certain Assignment of Overriding Royalty from FCCR dated May 29, 2000 and recorded October 24, 2000 in Book 116 of Oil & Gas at page 440 of the records of Sublette County, and their respective successors in interest, acknowledge that said assignment was given on the erroneous assumption that FCCR owned a 5.9375% working interest in the entire Jensen Lease, excluding the Jensen Nos. 1, 2 and 3 Wells, and desire to stipulate that their respective interests in said lease should be determined as if the foregoing Assignment of Overriding Royalty had conveyed: to WRW Energy Co. a proportionately reduced 5% overriding royalty and to Dianne E. Greene a proportionately reduced 1% overriding royalty, both overriding royalties being reduced in the proportion that the working interest of FCCR in the Jensen Lease, determined immediately after the recording of that certain Assignment and Bill of Sale with Reservation of Overriding Royalty Interest which is recorded in Book 120 of Oil & Gas at page 199, bears to the entire working interest in the Jensen Lease; and

WHEREAS additional confusion exists in the chain of title to the working interest and overriding royalty interest in the Jensen Lease due to errors and omissions in the description of the lands and depths covered by certain assignments of overriding royalty in Jensen Lease and other reasons; and

WHEREAS the parties desire to stipulate as to their respective interests in said lease and in the proceeds derived from the sale of all oil, gas and other hydrocarbons that may be produced under the terms of said lease.

NOW, THEREFORE, it is hereby stipulated and agreed as follows:

1. With respect to the working and overriding royalty interest in the Jensen No. 1 Well located in the SW/4NW/4 of Section 11, the Jensen No. 2 Well located in Lot 7 of Section 11 and the Jensen No. 3 Well located in the NE/4NW/4 of Section 14, all in Township 31 North, Range 109 West and the Jensen Lease, insofar as it pertains to said wells, and to the oil, gas and associated hydrocarbons produced therefrom from horizons above the stratigraphic equivalent of 10,320 feet as encountered in the Jensen No. 1 Well located in the SW/4NW/4 of Section 11, Township 31 North, Range 109 West, such interests and production are owned as follows:

	Cost Bearing Percentage	Revenue Sharing Percentage	
Owner	Working Interest (% of 8/8ths)	Net Revenue (% of 8/8ths) Attributable to Working Interest	Overriding Royalty (% of 8/8ths)
Susan Hay Bell and Bruce C. Bell, Trustees, or their successors in trust, under the Susan Hay Bell Living Trust Dated September 7, 2004 and any amendments thereto 2905 Ute Street Canon City, CO 81212	0	0	0.625%
Mary Hay 812 Bushnell Ave Rock Springs, WY 82901	0	0	0.625%
Lewis & Clark Exploration Company, a Colorado corporation 1100 W. Littleton Blvd., Suite 101 Littleton, CO 80120	0	0	1.20%
Robert T. Hembre 4201 Glaze Road Johnson City, TN 37601	0	0	0.20%

Owner	Cost Bearing Percentage: Working Interest (% of 8/8ths)	Revenue Sharing Percentage: Net Revenue (% of 8/8ths) Attributable to Working Interest	Revenue Sharing Percentage: Overriding Royalty (% of 8/8ths)
David E. Hembre 311 Foreside Road Falmouth, ME 04105	0	0	0.20%
Kristine E. Hembre 33 Friendship Lane Colorado Springs, CO 80904	0	0	0.20%
Susan L. (Hembre) McKeen 230 Vista Del Monte Los Gatos, CA 95030	0	0	0.20%
MAP2001-NET, an Oklahoma general partnership 100 Park Ave., Suite 1007 Oklahoma City, OK 73102	0	0	0.4375%
Osmond Oil & Gas LLC, a Colorado limited liability company 400 So. Steele St., No. 55 Denver, CO 80209-3536	0	0	0.0625%
Shell Rocky Mountain Production, LLC, a Delaware limited liability company P.O. Box 576 Houston, TX 77001-0576	100%	83.75%	0.0%
TOTAL	100.00%	83.750%	3.750%

2. With respect to the working interest and the overriding royalty interest in the Jensen Lease, insofar as it pertains to the Jensen No. 4 Well, the surface location of which is in the NE/4NW/4 of Section 14 and the bottom hole location of which is in the approximate center of Lots 1 and 2 and the bed of the New Fork River between the mean high water and medial lines thereof in front of and appurtenant to said Lots 1 and 2, all in Section 14, Township 31 North, Range 109 West, 6th P.M., and to the oil, gas and associated hydrocarbons produced from said well as to horizons from the surface of the earth to the stratigraphic equivalent of a depth of 11,306 feet as encountered in said well, such production and such interests are owned as follows:

Owner	Cost Bearing Percentage: Working Interest (% of 8/8ths)	Revenue Sharing Percentage: Net Revenue (% of 8/8ths) Attributable to Working Interest	Revenue Sharing Percentage: Overriding Royalty (% of 8/8ths)
Susan Hay Bell and Bruce C. Bell, Trustees, or their successors in trust, under the Susan Hay Bell Living Trust Dated September 7, 2004 and any amendments thereto 2905 Ute Street Canon City, CO 81212	0	0	0.625%[1]
Mary Hay 812 Bushnell Ave. Rock Springs, WY 82901	0	0	0.625%[1]

Owner	Working Interest (% of 8/8ths)	Net Revenue (% of 8/8ths) Attributable to Working Interest	Overriding Royalty (% of 8/8ths)
Lewis & Clark Exploration Company, a Colorado corporation 1100 W. Littleton Blvd., Suite 101 Littleton, CO 80120	0	0	1.20%[1]
Robert T. Hembre 4201 Glaze Road Johnson City, TN 37601	0	0	0.20%[1]
David E. Hembre 311 Foreside Road Falmouth, ME 04105	0	0	0.20%[1]
Kristine E. Hembre 33 Friendship Lane Colorado Springs, CO 80904	0	0	0.20%[1]
Susan L. (Hembre) McKeen 230 Vista Del Monte Los Gatos, CA 95030	0	0	0.20%[1]
MAP2001-NET, an Oklahoma general partnership 100 Park Ave., Suite 1007 Oklahoma City, OK 73102	0	0	0.4375%[1]
Osmond Oil & Gas, LLC, a Colorado limited liability company 400 So. Steele St., No. 55 Denver, CO 80209-3536	0	0	0.0625%[1]
SAS Royalties LLC, a Wyoming flexible limited liability company 1960 U.S. Highway 85 Cheyenne, WY 82009 (25% x .495 x .25%)	0	0	0.030937%[2]
CJM Royalties LLC, a Wyoming flexible limited liability company 1151 Eagle Drive, No. 463 Loveland, CO 80537 (25% x .495 x .25%)	0	0	0.030938%[2]
Stoli Royalties LLC, a Wyoming flexible limited liability company P.O. Box 1433 Pinedale, WY 82941 (25% x .495 x .25%)	0	0	0.030938%[2]
MAP 2003-NET, an Oklahoma general partnership 100 Park Ave., Suite 1008 Oklahoma City, OK 73102 (25% x .495 x .25% x .8955)	0	0	0.027706%[2]
Tomcat Royalty Partnership P.O. Box 587 Marlow, OK 73055 (25% x .495 x .25% x .10)	0	0	0.003093%[2]

Owner	Working Interest (% of 8/8ths)	Net Revenue (% of 8/8ths) Attributable to Working Interest	Overriding Royalty (% of 8/8ths)
Logan Minerals, LLC, a Colorado limited liability company 324 Garden Street Golden, CO 80403 (.25% x .495 x 25% x .0045)	0	0	0.000139%[2]
WRW Energy Co., a Colorado general partnership 3070 E. 4th Avenue Denver, CO 80206 (5% x .2375 x .25 x .85)	0	0	0.252344%[3]
Weeks Resources LLC, a Colorado limited liability company P.O. Box 2000 Nevada City, CA 95959	0	0	0.044531%[3]
Dianne's Oil & Gas LLC, a Wyoming flexible limited liability company P.O. Box 69 Bonneau, S.C. 29431 (1% x .2375 x .25 x. 49)	0	0	0.029094%[3]
Greene Family Oil & Gas Limited Partnership, a Wyoming limited partnership P.O. Box 5220 Cheyenne, WY 82003-5220 (1% x .2375 x .25 x. 51)	0	0	0.030281%[3]
Shell Rocky Mountain Production, LLC, a Delaware limited liability company P.O. Box 576 Houston, TX 77001-0576	0	0	0.833330%[4]
Shell Rocky Mountain Production, LLC, a Delaware limited liability company P.O. Box 576 Houston, TX 77001-0576	93.5625%[5]	77.642918%[5]	0
SWEPI LP, a Delaware limited partnership P.O. Box 576 Houston, TX 77001-0576	5.9375%	4.393751%	0
Williams Production Rocky Mountain Company, a Delaware corporation One Williams Center Tulsa, OK 74172	0.50%	0.40%	0
TOTAL	100.000%	82.436669%	5.063331%

1. Burdens working interests as follows: Shell Rocky Mountain Production, LLC - 92.847222%; SWEPI LP - 6.597222% and Williams Production Rocky Mountain Company - .555556%.
2. Burdens only Shell Rocky Mountain Production, LLC working interest.
3. Burdens only SWEPI LP working interest.
4. Burdens working interest owners as follows:
   Shell Rocky Mountain Production, LLC - 74.25%; SWEPI LP 23.75% and Williams Production Rocky Mountain Company - 2.0%.
5. Comprised of working and net revenue interests acquired from the following prior owners.

Previous Owner	Working Interest	Net Revenue Interest
Leonard Hay Living Trust	10%	8.75%
Lewis & Clark	2.5%	2.083335%
McMurry Energy Co.	12.375%	9.77625%
Nerd Energy Co.	6.1875%	4.95%
III Exploration	46.875%	39.0625%
ST Oil	15.625%	13.020833%
TOTAL	93.5625%	77.642918%

3. With respect to the working interest and the overriding royalty interest in the Jensen Lease insofar as it pertains to the Jensen 1A Well located in the SW/4NW/4 Section 11, Township 31 North, Range 109 West, 6th P.M., and to the oil, gas and associated hydrocarbons produced from said well as to all depths encountered in such well, such interests are owned as follows:

	Cost Bearing Percentage	Revenue Sharing Percentage	
Owner	Working Interest (% of 8/8ths)	Net Revenue (% of 8/8ths) Attributable to Working Interest	Overriding Royalty (% of 8/8ths)
Susan Hay Bell and Bruce C. Bell, Trustees, or their successors in trust, under the Susan Hay Bell Living Trust Dated September 7, 2004 and any amendments thereto 2905 Ute Street Canon City, CO 81212	0	0	3.50%[1]
Mary Hay 812 Bushnell Ave Rock Springs, WY 82901	0	0	3.50%[1]
Lewis & Clark Exploration Company a Colorado corporation 1100 W. Littleton Blvd. Suite 101 Littleton, CO 80120	0	0	0.367%[1]
Robert T. Hembre 4201 Glaze Road Johnson City, TN 37601	0	0	0.20%[1]
David E. Hembre 311 Foreside Road Falmouth, ME 04105	0	0	0.20%[1]
Kristine E. Hembre 33 Friendship Lane Colorado Springs, CO 80904	0	0	0.20%[1]
Susan L. (Hembre) McKeen 230 Vista Del Monte Los Gatos, CA 95030	0	0	0.20%[1]
MAP2001-NET, an Oklahoma general partnership 100 Park Ave., Suite 1007 Oklahoma City, OK 73102	0	0	0.4375%[1]

Osmond Oil & Gas, LLC a Colorado limited liability company 400 So. Steele St., No. 55 Denver, CO 80209-3536	0	0	0.0625%[1]
SAS Royalties LLC, a Wyoming flexible limited liability company 1960 U.S. Highway 85 Cheyenne, WY 82009	0	0	0.030937%[1]
CJM Royalties LLC, a Wyoming flexible limited liability company 1151 Eagle Drive, No. 463 Loveland, CO 80537	0	0	0.030937%[1]
Stoli Royalties LLC, a Wyoming flexible limited liability company P.O. Box 1433 Pinedale, WY 82941	0	0	0.030938%[1]
MAP 2003-NET, an Oklahoma general partnership 100 Park Ave., Suite 1008 Oklahoma City, OK 73102	0	0	0.027706%[1]
Tomcat Royalty Partnership P.O. Box 587 Marlow, OK 73055	0	0	0.003093%[1]
Logan Minerals, LLC, a Colorado limited liability company 324 Garden Street Golden, CO 80403	0	0	0.000139%[1]
WRW Energy Co., a Colorado general partnership 3070 E. 4th Avenue Denver, CO 80206	0	0	0.252344%[2]
Weeks Resources LLC, a Colorado limited liability company P.O. Box 2000 Nevada City, CA 95959	0	0	0.044531%[2]
Dianne's Oil & Gas LLC, a Wyoming flexible limited liability company P.O. Box 69 Bonneau, S.C. 29431	0	0	0.029094%[2]
Greene Family Oil & Gas Limited Partnership, a Wyoming limited partnership P.O. Box 5220 Cheyenne, WY 82003-5220	0	0	0.030281%[2]
Shell Rocky Mountain Production, LLC, a Delaware limited liability company P.O. Box 576 Houston, TX 77001-0576	0	0	1.875%[3]

Shell Rocky Mountain Production, LLC, a Delaware limited liability company P.O. Box 576 Houston, TX 77001-0576	93.5625%[5]	71.68425%[4]	0
SWEPI LP, a Delaware limited partnership P.O. Box 576 Houston, TX 77001-0576	5.9375%	4.39375%	0
Williams Production Rocky Mountain Company, a Delaware corporation One Williams Center Tulsa, OK 74172	0.50%	0.40%	0
TOTAL	100.0000	76.478%	11.022%

1. Burdens working interest of Shell Rocky Mountain Production, LLC only.
2. Burdens working interest of SWEPI LP only.
3. Burdens working interest owners as follows:
   Shell Rocky Mountain Production, LLC -74.25%; SWEPI LP-23.75%; and Williams Production Rocky Mountain Company 2.0%.
4. Comprised of working and net revenue interests acquired from the following prior owners.

Previous Owner	Working Interest	Net Revenue Interest
Leonard Hay Living Trust	10%	8.75%
Lewis & Clark	2.5%	1.6875%
McMurry Energy Co.	12.375%	9.77625%
Nerd Energy Co.	6.1875%	4.95%
III Exploration	46.875%	41.015625%
St Oil	15.625%	13.671875%
SUBTOTAL	93.5625%	79.851250%
Less ORI conveyed to Hay Trust (7%) and to Lewis & Clark (1.167%)		(8.167000%)
TOTAL	93.5625%	71.68425%

4. With respect to the working interest and overriding royalty interest in the Jensen Lease insofar as it relates to the Jensen 10-11D Well, the bottom hole location of which is in Lot 2 of Section 11, Township 31 North, Range 109 West, 6th P.M., and as to the production of oil, gas and associated hydrocarbons produced from said well, such interests and such production as to all depths encountered in such well are owned as follows:

	Cost Bearing Percentage	Revenue Sharing Percentage	
Owner	Working Interest (% of 8/8ths)	Net Revenue (% of 8/8ths) Attributable to Working Interest	Overriding Royalty (% of 8/8ths)
Susan Hay Bell and Bruce C. Bell, Trustees, or their successors in trust, under the Susan Hay Bell Living Trust Dated September 7, 2004 and any amendments thereto 2905 Ute Street Canon City, CO 81212	0	0	2.5%[1]

Owner	Working Interest (% of 8/8ths)	Net Revenue (% of 8/8ths) Attributable to Working Interest	Overriding Royalty (% of 8/8ths)
Susan Hay Bell and Bruce C. Bell, Trustees, or their successors in trust, under the Susan Hay Bell Living Trust Dated September 7, 2004 and any amendments thereto 2905 Ute Street Canon City, CO 81212	0	0	2.485%[2]
Mary Hay 812 Bushnell Ave Rock Springs, WY 82901	0	0	2.5%[1]
Mary Hay 812 Bushnell Ave Rock Springs, WY 82901	0	0	2.485%[2]
Lewis & Clark Exploration Company, a Colorado corporation 1100 W. Littleton Blvd. Suite 101 Littleton, CO 80120	0	0	1.418184%[1]
Robert T. Hembre 4201 Glaze Road Johnson City, TN 37601	0	0	0.145454%[1]
David E. Hembre 311 Foreside Road Falmouth, ME 04105	0	0	0.145454%[1]
Kristine E. Hembre 33 Friendship Lane Colorado Springs, CO 80904	0	0	0.145454%[1]
Susan L. (Hembre) McKeen 230 Vista Del Monte Los Gatos, CA 95030	0	0	0.145454%[1]
Lewis & Clark Exploration Company, a Colorado corporation 1100 W. Littleton Blvd. Suite 101 Littleton, CO 80120	0	0	0.531816%[2]
Robert T. Hembre 4201 Glaze Road Johnson City, TN 37601	0	0	0.054546%[2]
David E. Hembre 311 Foreside Road Falmouth, ME 04105	0	0	0.054546%[2]
Kristine E. Hembre 33 Friendship Lane Colorado Springs, CO 80904	0	0	0.054546%[2]
Susan L. (Hembre) McKeen 230 Vista Del Monte Los Gatos, CA 95030	0	0	0.054546%[2]

Owner	Working Interest (% of 8/8ths)	Net Revenue (% of 8/8ths) Attributable to Working Interest	Overriding Royalty (% of 8/8ths)
	0	0	0.4375%[1]
MAP2001-NET, an Oklahoma general partnership 100 Park Ave., Suite 1007 Oklahoma City, OK 73102			
Osmond Oil & Gas, LLC a Colorado limited liability company 400 So. Steele St., No. 55 Denver, CO 80209-3536	0	0	0.0625%[1]
SAS Royalties LLC, a Wyoming flexible limited liability company 1960 U.S. Highway 85 Cheyenne, WY 82009 (7.425% x .01 x .25)	0	0	0.018562%[2]
CJM Royalties LLC, a Wyoming flexible limited liability company 1151 Eagle Drive, No. 463 Loveland, CO 80537 (7.425% x .01 x .25)	0	0	0.018563%[2]
Stoli Royalties LLC, a Wyoming flexible limited liability company P.O. Box 1433 Pinedale, WY 82941 (7.425% x .01 x .25)	0	0	0.018563%[2]
MAP 2003-NET, an Oklahoma general partnership 100 Park Ave., Suite 1008 Oklahoma City, OK 73102 (89.55% x .0185625%)	0	0	0.016622%[2]
Tomcat Royalty Partnership P.O. Box 587 Marlow, OK 73055 (10% x .0185625%)	0	0	0.001856%[2]
Logan Minerals, LLC, a Colorado limited liability company 324 Garden Street Golden, CO 80403 (0.45% x .0185625%)	0	0	0.000084%[2]
WRW Energy Co., a Colorado general partnership 3070 E. 4th Avenue Denver, CO 80206 (3.5625% x .05 x .85)	0	0	0.151406%[3]
Weeks Resources LLC, a Colorado limited liability company P.O. Box 2000 Nevada City, CA 95959	0	0	0.026719%[3]

Owner	Working Interest (% of 8/8ths)	Net Revenue (% of 8/8ths) Attributable to Working Interest	Overriding Royalty (% of 8/8ths)
Dianne's Oil & Gas LLC, a Wyoming flexible limited liability company P.O. Box 69 Bonneau, S.C. 29431 (3.5625% x .01 x .49)	0	0	0.017456%[3]
Greene Family Oil & Gas Limited Partnership, a Wyoming limited partnership P.O. Box 5220 Cheyenne, WY 82003-5220 (3.5625% x .01 x .51)	0	0	0.018169%[3]
Shell Rocky Mountain Production, LLC, a Delaware limited liability company P.O. Box 576 Houston, TX 77001-0576	96.1375%[4]	71.115750%[4]	0
SWEPI LP, a Delaware limited partnership P.O. Box 576 Houston, TX 77001-0576	3.5625%	2.63625%	0
Williams Production Rocky Mountain Company, a Delaware corporation One Williams Center Tulsa, OK 74172	0.3%[5]	0.24%[5]	0
TOTAL	100.00%	73.992%	13.508%

1. Burdens all working interests proportionately.
2. Burdens working interest of Shell Rocky Mountain Production, LLC only.
3. Burdens working interest of SWEPI LP only.
4. Comprised of working and net revenue interests acquired from the following prior owners.
5. Subject to nonconsent penalty as provided Joint Operating Agreement dated September 1, 1994.

Previous Owner	Working Interest	Net Revenue Interest
III Exploration	63.75%	51.0%
ST Oil	21.25%	17.0%
McMurry Energy Co.	7.425%	5.86575%
Nerd Energy Co.	3.7125%	2.97%
Subtotal	96.1375%	76.83575%
Less ORI conveyed to Hay Trust (4.97%) and to Lewis & Clark (0.75%)		(5.72%)
TOTAL	96.1375%	71.11575%

5. With respect to the working interest and overriding royalty interest in the Jensen Lease insofar as it relates to the Jensen 14-11D Well, the bottom hole location of which is in Lot 5 (SE/4SW/4) of Section 11, Township 31 North, Range 109 West, 6th P.M., and as to the production of oil, gas and associated hydrocarbons produced from said well as to all depths encountered in such well, such interests and such production are owned as follows:

Owner	Cost Bearing Percentage Working Interest (% of 8/8ths)	Revenue Sharing Percentage Net Revenue (% of 8/8ths) Attributable to Working Interest	Overriding Royalty (% of 8/8ths)
Susan Hay Bell and Bruce C. Bell, Trustees, or their successors in trust, under the Susan Hay Bell Living Trust Dated September 7, 2004 and any amendments thereto 2905 Ute Street Canon City, CO 81212	0	0	2.5%[1]
Mary Hay 812 Bushnell Ave Rock Springs, WY 82901	0	0	2.5%[1]
Lewis & Clark Exploration Company, a Colorado corporation 1100 W. Littleton Blvd., Suite 101 Littleton, CO 80120	0	0	1.20%[1]
Robert T. Hembre 4201 Glaze Road Johnson City, TN 37601	0	0	0.20%[1]
David E. Hembre 311 Foreside Road Falmouth, ME 04105	0	0	0.20%[1]
Kristine E. Hembre 33 Friendship Lane Colorado Springs, CO 80904	0	0	0.20%[1]
Susan L. (Hembre) McKeen 230 Vista Del Monte Los Gatos, CA 95030	0	0	0.20%[1]
MAP2001-NET, an Oklahoma general partnership 100 Park Ave., Suite 1007 Oklahoma City, OK 73102	0	0	0.4375%[1]
Osmond Oil & Gas, LLC a Colorado limited liability company 400 So. Steele St., No. 55 Denver, CO 80209-3536	0	0	0.0625%[1]
SAS Royalties LLC, a Wyoming flexible limited liability company 1960 U.S. Highway 85 Cheyenne, WY 82009 (7.425% x .01 x .25)	0	0	0.018563%[2]
CJM Royalties LLC, a Wyoming flexible limited liability company 1151 Eagle Drive, No. 463 Loveland, CO 80537 (7.425% x .01 x .25)	0	0	0.018563%[2]

Owner	Working Interest (% of 8/8ths)	Net Revenue (% of 8/8ths) Attributable to Working Interest	Overriding Royalty (% of 8/8ths)
Stoli Royalties LLC, a Wyoming flexible limited liability company P.O. Box 1433 Pinedale, WY 82941 (7.425% x .01 x .25)	0	0	0.018562%[2]
MAP 2003-NET, an Oklahoma general partnership 100 Park Ave., Suite 1008 Oklahoma City, OK 73102 (89.55% x .0185625)	0	0	0.016623%[2]
Tomcat Royalty Partnership P.O. Box 587 Marlow, OK 73055 (10% x .0185625%)	0	0	0.001856%[2]
Logan Minerals, LLC, a Colorado limited liability company 324 Garden Street Golden, CO 80403 (0.45% x .01850255%)	0	0	0.000083%[2]
WRW Energy Co., a Colorado general partnership 3070 E. 4th Avenue Denver, CO 80206 (3.5625% x .05 x .85)	0	0	0.151406%[3]
Weeks Resources LLC, a Colorado limited liability company P.O. Box 2000 Nevada City, CA 95959	0	0	0.026719%[3]
Dianne's Oil & Gas LLC, a Wyoming flexible limited liability company P.O. Box 69 Bonneau, S.C. 29431 (3.5625% x .01 x .49)	0	0	0.017456%[3]
Greene Family Oil & Gas Limited Partnership, a Wyoming limited partnership P.O. Box 5220 Cheyenne, WY 82003-5220 (3.5625% x .01 x .51)	0	0	0.018169%[3]
Shell Rocky Mountain Production, LLC, a Delaware limited liability company P.O. Box 576 Houston, TX 77001-0576	96.1375%[4]	76.83575%[4]	0
SWEPI LP, a Delaware limited partnership P.O. Box 576 Houston, TX 77001-0576	3.5625%	2.63625%	0
Williams Production Rocky Mountain Company One Williams Center Tulsa, OK 74172	0.30%	0.24%	0
TOTAL	100.00%	79.712%	7.788%

1. Burdens all working interests proportionately.
2. Burdens working interest of Shell Rocky Mountain Production, LLC only.
3. Burdens working interest of SWEPI LP only.
4. Comprised of working and net revenue interests acquired from the following prior owners.

Previous Owner	Working Interest	Net Revenue Interest
III Exploration	63.75%	51.0%
ST Oil	21.25%	17.0%
McMurry Energy Co.	7.425%	5.86575%
Nerd Energy Co.	3.7125%	2.97%
TOTAL	96.1375%	76.83575%

6. With respect to the working interest and overriding royalty interest in the Jensen Lease insofar as it relates to Lots 4 and 5, together with all of the bed of the New Fork River between the mean high water and medial lines thereof in front of the appurtenant to said Lots 4 and 5, and the NW/4SW/4 all in Section 11, Township 31 North, Grange 109 West, 6th P.M. as to all depths, and to all oil, gas and associated hydrocarbons produced therefrom, such interests and such production are owned as follows; provided, however, that the ownership set forth below shall not apply to the Jensen 14-11D Well and the production therefrom, the ownership of which has been set forth above in this stipulation:

	Cost Bearing Percentage	Revenue Sharing Percentage	
Owner	Working Interest (% of 8/8ths)	Net Revenue (% of 8/8ths) Attributable to Working Interest	Overriding Royalty (% of 8/8ths)
J. Archie Chant 812 Bushnell. Rock Springs, WY 82901	0	0	1.25%[1]
Tom D. Chant 812 Bushnell Rock Springs, WY 82901	0	0	1.25%[1]
Jason Charles Bell 3770 Crown Point Drive No. 105 San Diego, CA 91209	0	0	1.25%[1]
Eban Ellery Bell 13904 Chicarita Creek Road San Diego, CA 92128	0	0	1.25%[1]
Lewis & Clark Exploration Company, a Colorado corporation 1100 W. Littleton Blvd., Suite 101 Littleton, CO 80120	0	0	1.20[1]
Robert T. Hembre 4201 Glaze Road Johnson City, TN 37601	0	0	0.20%[1]
David E. Hembre 511 Foreside Road Falmouth, ME 04105	0	0	0.20%[1]

Owner	Working Interest (% of 8/8ths)	Net Revenue (% of 8/8ths) Attributable to Working Interest	Overriding Royalty (% of 8/8ths)
Kristine E. Hembre 33 Friendship Lane Colorado Springs, CO 80904	0	0	0.20%[1]
Susan L. (Hembre) McKeen 230 Vista Del Monte Los Gatos, CA 95030	0	0	0.20%[1]
MAP2001-NET, an Oklahoma general partnership 100 Park Ave., Suite 1007 Oklahoma City, OK 73102	0	0	0.4375%[1]
Osmond Oil & Gas, LLC, a Colorado limited liability company 400 So. Steele St., No. 55 Denver, CO 80209-3536	0	0	0.0625%[1]
SAS Royalties LLC, a Wyoming flexible limited liability company 1960 U.S. Highway 85 Cheyenne, WY 82009 (7.425% x .01 x .25)	0	0	0.018563%[2]
CJM Royalties LLC, a Wyoming flexible limited liability company 1151 Eagle Drive, No. 463 Loveland, CO 80537 (7.425% x .01 x .25)	0	0	0.018563%[2]
Stoli Royalties LLC, a Wyoming flexible limited liability company P.O. Box 1433 Pinedale, WY 82941 (7.425% x .01 x .25)	0	0	0.018562%[2]
MAP 2003-NET, an Oklahoma general partnership 100 Park Ave., Suite 1008 Oklahoma City, OK 73102 (89.55% x .0185625)	0	0	0.016623%[2]
Tomcat Royalty Partnership P.O. Box 587 Marlow, OK 73055 (10% x .0185625%)	0	0	0.001856%[2]
Logan Minerals, LLC a Colorado limited liability company 324 Garden Street Golden, CO 80403 (0.45% x .0185625%)	0	0	0.000083%[2]
WRW Energy Co., a Colorado general partnership 3070 E. 4th Avenue Denver, CO 80206 (3.5625% x .05 x .85)	0	0	0.151406%[3]

Owner	Working Interest (% of 8/8ths)	Net Revenue (% of 8/8ths) Attributable to Working Interest	Overriding Royalty (% of 8/8ths)
Weeks Resources LLC, a Colorado limited liability company P.O. Box 2000 Nevada City, CA 95959	0	0	0.026719%[3]
Dianne's Oil & Gas LLC, a Wyoming flexible limited liability company P.O. Box 69 Bonneau, S.C. 29431 (3.5625% x .01 x .49)	0	0	0.017456%[3]
Greene Family Oil & Gas Limited Partnership, a Wyoming limited partnership P.O. Box 5220 Cheyenne, WY 82003-5220 (3.5625% x .01 x .51)	0	0	0.018169%[3]
Shell Rocky Mountain Production, LLC, a Delaware limited liability company P.O. Box 576 Houston, TX 77001-0576	96.1375%[4]	76.83575%[4]	0
SWEPI LP, a Delaware limited partnership P.O. Box 576 Houston, TX 77001-0576	3.5625%	2.63625%	0
Williams Production Rocky Mountain Company, a Delaware corporation One Williams Center Tulsa, OK 74172	0.30%	0.24%	0
TOTAL	100.00%	79.712%	7.788%

1. Burdens all working interests proportionately.
2. Burdens working interest of Shell Rocky Mountain Production, LLC only.
3. Burdens working interest of SWEPI LP only.
4. Comprised of working and net revenue interests acquired from the following prior owners.

Previous Owner	Working Interest	Net Revenue Interest
III Exploration	63.75%	51.0%
ST Oil	21.25%	17.0%
McMurry Energy Co.	7.425%	5.86575%
Nerd Energy Co.	3.7125%	2.97%
TOTAL	96.1375%	76.83575%

7. With respect to the working interest and overriding royalty interest in the Jensen Lease insofar as it relates to the SW/4NW/4 of Section 11 and Lots 1 and 2 of Section 14, together with all of the bed of the New Fork River between the mean high water and medial lines thereof, in front of and appurtenant to said Lots 1 and 2 of Section 14, all in Township 31 North, Range 109 West, 6th P.M. and to the production of oil, gas and associated hydrocarbons produced therefrom, such interests and such production are owned as set forth below; provided, however that the

following ownership does not apply to the Jensen Nos. 1, 1A and 4 Wells and the production therefrom, the ownership of which has been set forth above in this stipulation.

	Cost Bearing Percentage	Revenue Sharing Percentage	
Owner	Working Interest (% of 8/8ths)	Net Revenue (% of 8/8ths) Attributable to Working Interest	Overriding Royalty (% of 8/8ths)
Susan Hay Bell and Bruce C. Bell, Trustees, or their successors in trust, under the Susan Hay Bell Living Trust Dated September 7, 2004 and any amendments thereto 2905 Ute Street Canon City, CO 81212	0	0	2.5%[1]
Mary Hay 812 Bushnell Ave. Rock Springs, WY 82901	0	0	2.5%[1]
Lewis & Clark Exploration Company, a Colorado corporation 1100 W. Littleton Blvd., Suite 101 Littleton, CO 80120	0	0	1.20%[1]
Robert T. Hembre 4201 Glaze Road Johnson City, TN 37601	0	0	0.20%[1]
David E. Hembre 311 Foreside Road Falmouth, ME 04105	0	0	0.20%[1]
Kristine E. Hembre 33 Friendship Lane Colorado Springs, CO 80904	0	0	0.20%[1]
Susan L. (Hembre) McKeen 230 Vista Del Monte Los Gatos, CA 95030	0	0	0.20%[1]
MAP2001-NET, an Oklahoma general partnership 100 Park Ave., Suite 1007 Oklahoma City, OK 73102	0	0	0.4375%[1]
Osmond Oil & Gas, LLC, a Colorado limited liability company 400 So. Steele St., No. 55 Denver, CO 80209-3536	0	0	0.0625%[1]
SAS Royalties LLC, a Wyoming flexible limited liability company 1960 U.S. Highway 85 Cheyenne, WY 82009 (25% x .495 x .25%)	0	0	0.030938%[2]

[redacted] [redacted] [redacted]

Owner	Working Interest (% of 8/8ths)	Net Revenue (% of 8/8ths) Attributable to Working Interest	Overriding Royalty (% of 8/8ths)
CJM Royalties LLC, a Wyoming flexible limited liability company 1151 Eagle Drive, No. 463 Loveland, CO 80537 (25% x .495 x .75%)	0	0	0.030938%[2]
Stoli Royalties LLC, a Wyoming flexible limited liability company P.O. Box 1433 Pinedale, WY 82941 (25% x .495 x .75%)	0	0	0.030937%[2]
MAP 2003-NET, an Oklahoma general partnership 100 Park Ave., Suite 1008 Oklahoma City, OK 73102 (25% x .495 x .25% x .8955)	0	0	0.027705%[2]
Tomcat Royalty Partnership P.O. Box 587 Marlow, OK 73055 (25% x .495 x .25% x .10)	0	0	0.003093%[2]
Logan Minerals, LLC, a Colorado limited liability company 324 Garden Street Golden, CO 80403 (25% x .495 x 25% x .0045)	0	0	0.000139%[2]
WRW Energy Co., a Colorado general partnership 3070 E. 4th Avenue Denver, CO 80206 (5% x .2375 x .25 x .85)	0	0	0.252344%[3]
Weeks Resources LLC, a Colorado limited liability company P.O. Box 2000 Nevada City, CA 95959	0	0	0.044531%[3]
Dianne's Oil & Gas LLC, a Wyoming flexible limited liability company P.O. Box 69 Bonneau, S.C. 29431 (1% x .2375 x .25 x. 49)	0	0	0.029094%[3]
Greene Family Oil & Gas Limited Partnership, a Wyoming limited partnership P.O. Box 5220 Cheyenne, WY 82003-5220 (1% x .2375 x .25 x. 51)	0	0	0.030281%[3]
Shell Rocky Mountain Production, LLC, a Delaware limited liability company P.O. Box 576 Houston, TX 77001-0576	93.5625%[4]	74.72625%[4]	0

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Owner	Working Interest (% of 8/8ths)	Net Revenue (% of 8/8ths) Attributable to Working Interest	Overriding Royalty (% of 8/8ths)
SWEPI LP, a Delaware limited partnership P.O. Box 576 Houston, TX 77001-0576	5.9375%[6]	4.393750%	0
Williams Production Rocky Mountain Company, a Delaware corporation One Williams Center Tulsa, OK 74172	0.50	0.40%	0
TOTAL	100.0000	79.52%	7.98%

1. Burdens all working interests proportionately.
2. Burdens working interest of Shell Rocky Mountain Production, LLC only.
3. Burdens working interest of SWEPI LP only.
4. Comprised of working and net revenue interests acquired from the following prior owners.

Previous Owner	Working Interest	Net Revenue Interest
III Exploration	56.25%	45.0%
ST Oil	18.75%	15.0%
McMurry Energy Co.	12.375%	9.77625%
Nerd Energy Co.	6.1875%	4.95%
TOTAL	93.5625%	74.72625%

8. With respect to the working interest and overriding royalty interest in the Jensen Lease insofar as it relates to the following described lands and to all oil, gas and associated hydrocarbons produced therefrom as to all depths, said lands being more particularly described below, such production and such interests are owned as set forth below:

Township 31 North, Range 109 West, 6th P.M.
Section 10: NE/4SE/4, S/2SE/4

	Cost Bearing Percentage	Revenue Sharing Percentage	
Owner	Working Interest (% of 8/8ths)	Net Revenue (% of 8/8ths) Attributable to Working Interest	Overriding Royalty (% of 8/8ths)
Jason Charles Bell 3770 Crown Point Drive #105 San Diego, CA 91209	0	0	1.25%[1]
Eban Ellery Bell 13904 Chicarita Creek Road San Diego, CA 92128	0	0	1.25%[1]
J. Archie Chant 812 Bushnell Rock Springs, WY 82901	0	0	1.25%[1]
Tom D. Chant 812 Bushnell Rock Springs, WY 82901	0	0	1.25%[1]

Owner	Working Interest (% of 8/8ths)	Net Revenue (% of 8/8ths) Attributable to Working Interest	Overriding Royalty (% of 8/8ths)
Lewis & Clark Exploration Company, a Colorado corporation 1100 W. Littleton Blvd., Suite 101 Littleton, CO 80120	0	0	1.20%[1]
Robert T. Hembre 4201 Glaze Road Johnson City, TN 37601	0	0	0.20%[1]
David E. Hembre 311 Foreside Road Falmonth, ME 04105	0	0	0.20%[1]
Kristine E. Hembre 33 Friendship Lane Colorado Springs, CO 80904	0	0	0.20%[1]
Susan L. (Hembre) McKeen 230 Vista Del Monte Los Batos, CA 95030	0	0	0.20%[1]
MAP2001-NET, an Oklahoma general partnership 100 Park Ave., Suite 1007 Oklahoma City, OK 73102	0	0	0.4375%[1]
Osmond Oil & Gas, LLC a Colorado limited liability company 400 So. Steele St., No. 55 Denver, CO 80209-3536	0	0	0.0625%[1]
SAS Royalties LLC, a Wyoming flexible limited liability company 1960 U.S. Highway 85 Cheyenne, WY 82009 (7.425% x .01 x .25)	0	0	0.018563%[2]
CJM Royalties LLC, a Wyoming flexible limited liability company 1151 Eagle Drive, No. 463 Loveland, CO 80537 (7.425% x .01 x .25)	0	0	0.018563%[2]
Stoli Royalties LLC, a Wyoming flexible limited liability company P.O. Box 1433 Pinedale, WY 82941 (7.425% x .01 x .25)	0	0	0.018562%[2]
MAP 2003-NET, an Oklahoma general partnership 100 Park Ave., Suite 1008 Oklahoma City, OK 73102 (89.55% x .0185625)	0	0	0.016622%[2]
Tomcat Royalty Partnership P.O. Box 587 Marlow, OK 73055 (10% x .0185625%)	0	0	0.001856%[2]

Owner	Working Interest (% of 8/8ths)	Net Revenue (% of 8/8ths) Attributable to Working Interest	Overriding Royalty (% of 8/8ths)
Logan Minerals, LLC, a Colorado limited liability company 324 Garden Street Golden, CO 80403 (0.45% x .0185625%)	0	0	0.000084%[2]
WRW Energy Co., a Colorado general partnership 3070 E. 4th Avenue Denver, CO 80206 (3.5625% x .05 x .85)	0	0	0.151406%[3]
Weeks Resources LLC, a Colorado limited liability company P.O. Box 2000 Nevada City, CA 95959	0	0	0.026719%[3]
Dianne's Oil & Gas LLC, a Wyoming flexible limited liability company P.O. Box 69 Bonneau, S.C. 29431 (3.5625% x .01 x .49)	0	0	0.017456%[3]
Greene Family Oil & Gas Limited Partnership, a Wyoming limited partnership P.O. Box 5220 Cheyenne, WY 82003-5220 (3.5625% x .01 x .51)	0	0	0.018169%[3]
Shell Rocky Mountain Production, LLC, a Delaware limited liability company P.O. Box 576 Houston, TX 77001-0576	96.1375%[4]	76.83575%[4]	0
SWEPI LP, a Delaware limited partnership P.O. Box 576 Houston, TX 77001-0576	3.5625%	2.63625%	0
Williams Production Rocky Mountain Company, a Delaware corporation One Williams Center Tulsa, OK 74172	0.30%	0.24%	0
TOTAL	100.00%	79.712%	7.788%

1. Burdens all working interests proportionately.
2. Burdens working interest of Shell Rocky Mountain Production LLC only.
3. Burdens working interest of SWEPI LP only.
4. Comprised of working and net revenue interests acquired from the following prior owners.

Previous Owner	Working Interest	Net Revenue Interest
III Exploration	63.75%	51.0%
ST Oil	21.25%	17.0%
McMurry Energy Co.	7.425%	5.86575%

Nerd Energy Co.	3.7125%	2.97%
TOTAL	96.1375%	76.83575%

9. With respect to the working interest and overriding royalty interest in the Jensen Lease insofar as it relates to the following described lands and to all oil, gas and associated hydrocarbons produced therefrom as to all depths, said lands being more particularly described below, such production and such interests are owned as set forth below; provided, however, that the following ownership does not apply to the Jensen Nos. 2, 3, and 10-11D Wells and the production therefrom, the ownership of which is set forth above in this stipulation:

Township 31 North, Range 109 West, 6th P.M.
Section 11: Lots 2, 3, 6 and 7, W/2NE/4, SE/4NW/4
Section 14: NE/4NW/4
Section 15: Lots 1 and 2
Together with all of the bed of the New Fork River lying between the mean high water and medial lines thereof in front of and appurtenant to Lots 2, 3, 6 and 7 of Section 11, and Lots 1 and 2 of Section 15, all in Township 31 North, Range 109 West 6th P.M.

	Cost Bearing Percentage	Revenue Sharing Percentage	
Owner	Working Interest (% of 8/8ths)	Net Revenue (% of 8/8ths) Attributable to Working Interest	Overriding Royalty (% of 8/8ths)
Susan Hay Bell and Bruce C. Bell, Trustees, or their successors in trust, under the Susan Hay Bell Living Trust Dated September 7, 2004 and any amendments thereto 2905 Ute Street Canon City, CO 81212	0	0	2.5%[1]
Mary Hay 812 Bushnell Ave Rock Springs, WY 82901	0	0	2.5%[1]
Lewis & Clark Exploration Company, a Colorado corporation 1100 W. Littleton Blvd., Suite 101 Littleton, CO 80120	0	0	1.20%[1]
Robert T. Hembre 4201 Glaze Road Johnson City, TN 37601	0	0	0.20%[1]
David E. Hembre 311 Foreside Road Falmouth, ME 04105	0	0	0.20%[1]
Kristine E. Hembre 33 Friendship Lane Colorado Springs, CO 80904	0	0	0.20%[1]
Susan L. (Hembre) McKeen 230 Vista Del Monte Los Gatos, CA 95030	0	0	0.20%[1]

605

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Owner	Working Interest (% of 8/8ths)	Net Revenue (% of 8/8ths) Attributable to Working Interest	Overriding Royalty (% of 8/8ths)
MAP2001-NET, an Oklahoma general partnership 100 Park Ave., Suite 1007 Oklahoma City, OK 73102	0	0	0.4375%[1]
Osmond Oil & Gas, LLC a Colorado limited liability company 400 So. Steele St., No. 55 Denver, CO 80209-3536	0	0	0.0625%[1]
SAS Royalties LLC, a Wyoming flexible limited liability company 1960 U.S. Highway 85 Cheyenne, WY 82009 (7.425% x .01 x .25)	0	0	0.018563%[2]
CJM Royalties LLC, a Wyoming flexible limited liability company 1151 Eagle Drive, No. 463 Loveland, CO 80537 (7.425% x .01 x .25)	0	0	0.018563%[2]
Stoli Royalties LLC, a Wyoming flexible limited liability company P.O. Box 1433 Pinedale, WY 82941 (7.425% x .01 x .25)	0	0	0.018562%[2]
MAP 2003-NET, an Oklahoma general partnership 100 Park Ave., Suite 1008 Oklahoma City, OK 73102 (89.55% x .0185625)	0	0	0.016622%[2]
Tomcat Royalty Partnership P.O. Box 587 Marlow, OK 73055 (10% x .0185625%)	0	0	0.001856%[2]
Logan Minerals, LLC, a Colorado limited liability company 324 Garden Street Golden, CO 80403 (0.45% x .0185625%)	0	0	0.000084%[2]
WRW Energy Co., a Colorado general partnership 3070 E. 4th Avenue Denver, CO 80206 (3.5625% x .05)	0	0	0.151406%[3]
Weeks Resources LLC, a Colorado limited liability company P.O. Box 2000 Nevada City, CA 95959	0	0	0.026719%[3]

Owner	Working Interest (% of 8/8ths)	Net Revenue (% of 8/8ths) Attributable to Working Interest	Overriding Royalty (% of 8/8ths)
Dianne's Oil & Gas LLC, a Wyoming flexible limited liability company P.O. Box 69 Bonneau, S.C. 29431 (3.5625% x .01 x .49)	0	0	0.017456%[3]
Greene Family Oil & Gas Limited Partnership, a Wyoming limited partnership P.O. Box 5220 Cheyenne, WY 82003-5220 (3.5625% x .01 x .51)	0	0	0.018169%[3]
Shell Rocky Mountain Production, LLC, a Delaware limited liability company P.O. Box 576 Houston, TX 77001-0576	96.1375%[4]	76.83575%[4]	0
SWEPI LP, a Delaware limited partnership P.O. Box 576 Houston, TX 77001-0576	3.5625%	2.63625%	0
Williams Production Rocky Mountain Company, a Delaware corporation One Williams Center Tulsa, OK 74172	0.30%	0.24%	0
TOTAL	100.00%	79.712%	7.788%

1. Burdens all working interests proportionately.
2. Burdens working interest of Shell Rocky Mountain Production LLC only.
3. Burdens working interest of SWEPI LP only.
4. Comprised of working and net revenue interests acquired from the following prior owners.

Previous Owner	Working Interest	Net Revenue Interest
III Exploration	63.75%	51.0%
ST Oil	21.25%	17.0%
McMurry Energy Co.	7.425%	5.86575%
Nerd Energy Co.	3.7125%	2.97%
TOTAL	96.1375%	76.83575%

10. Each of the parties hereto hereby grants, assigns and conveys, without warranty of title, unto each of the other parties hereto only such interests, if any, in the Jensen Lease as may be necessary to establish the working interest and overriding royalty interest ownership in such lease, in each of the wells described herein and in all of the oil, gas and associated hydrocarbons that may be produced under the terms of said lease so as to be consistent with the ownership of such property as set forth above in this instrument.

11. Each of the parties hereto hereby acknowledges that its interest in the Jensen Lease is held subject to the terms of that certain Joint Operating Agreement dated September 1, 1994 originally between Sheffield Exploration Company, Inc. as Operator and III Exploration Company and Leonard Hay as Non-Operator.

12. Except as otherwise provided below, the effective date of each party's interest in the Jensen Lease shall be determined without regard to this stipulation. The overriding interests credited

herein to Robert T. Hembre, David E. Hembre, Kristine E. Hembre and Susan L. (Hembre) McKeen shall each be effective as of January 1, 2005. The overriding royalty interests credited to the following parties were derived from their respective predecessors in interest as indicated below. The effective date of each such overriding royalty interest with respect to the current owner and such owner's predecessor in interest shall be deemed to be as of 7:00 A.M. at the wellhead on the date set forth below with respect to the production of oil, gas and associated hydrocarbons from each well located upon the Jensen Lease with the exception of the Jensen Nos. 1, 2 and 3 Wells with respect to which none of the following parties owns any interest.

Current Owner/effective date	Predecessor in Interest/effective date
SAS Royalties LLC 1/1/2004	Susan Anne Samuelson First Production
CJM Royalties LLC 1/1/2004	Carol J. McMurry First Production
Stoli Royalties LLC 1/1/2004	Gayle L. Kinnison First Production
MAP 2003-NET 5/1/2004	W.N. McMurry individually and W.N. McMurry Trustee of the W.N. McMurry Revocable Trust First Production
Tomcat Royalty Partners 5/1/2004	W.N. McMurry individually and W.N. McMurry Trustee of the W.N. McMurry Revocable Trust First Production
Logan Minerals, LLC 6/1/2004	Andy Logan 5/1/2004
Dianne's Oil & Gas LLC 1/1/2002	Dianne E. Greene First Production
Greene Family Oil & Gas Limited Partnership 1/1/2002	Dianne E. Greene First Production
Weeks Resources LLC 8/1/2004	WRW Energy Co. First Production

13. Notwithstanding anything hereunto the contrary, Shell Rocky Mountain Production, LLC ("Shell") shall have no liability to any party hereto in the event that any proceeds derived from the sale of oil, gas and other hydrocarbons which have been produced from the Jensen Lease have been distributed, in the absence of gross negligence or bad faith, in a manner inconsistent with this stipulation and each of the parties hereby covenants and agrees that, to the extent that such party has received more than its share of production proceeds from any well on the Jensen Lease, to cooperate with Shell in the reallocation of future production proceeds attributable to such party's interest in the Jensen Lease to conform the distribution of production revenues to the ownership of the Jensen Lease insofar as such ownership is agreed to herein.

14. The parties acknowledge that there is only one Susan Hay Bell Living Trust and that the date of the Trust is September 7, 2004 and not September 27, 2004 as erroneously stated in the granting clause on page two of that certain Assignment of Oil and Gas Leasehold Interest dated

September 7, 2004 and recorded September 13, 2004 in Book 128 of Oil and Gas at page 570 of the records of Sublette County, Wyoming.

15. This stipulation may be executed in multiple counterparts and shall become binding on each of the parties executing this instrument or an identical counterpart hereof even though fewer than all of the parties named herein do so.

This instrument shall be binding on the parties hereto and their respective successors in interest.

SUSAN HAY BELL, TRUSTEE OF THE SUSAN HAY BELL LIVING TRUST dated September 7, 2004
Date:

BRUCE C. BELL, TRUSTEE OF THE SUSAN HAY BELL LIVING TRUST dated September 7, 2004
Date:

JASON CHARLES BELL
Date:

EBAN ELLERY BELL
Date:

J. ARCHIE CHANT
Date:

TOM D. CHANT
Date:

MARY HAY
Date:

LEWIS & CLARK EXPLORATION COMPANY, a Colorado corporation

By: DONALD R. HEMBRE, President
Date:

ROBERT T. HEMBRE
Date:

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September 7, 2004 and recorded September 13, 2004 in Book 128 of Oil and Gas at page 570 of the records of Sublette County, Wyoming.

15. This stipulation may be executed in multiple counterparts and shall become binding on each of the parties executing this instrument or an identical counterpart hereof even though fewer than all of the parties named herein do so.

This instrument shall be binding on the parties hereto and their respective successors in interest.

SUSAN HAY BELL, TRUSTEE OF THE SUSAN HAY BELL LIVING TRUST dated September 7, 2004
Date:

BRUCE C. BELL, TRUSTEE OF THE SUSAN HAY BELL LIVING TRUST dated September 7, 2004
Date:

JASON CHARLES BELL
Date: 1-19-05

EBAN ELLERY BELL
Date:

J. ARCHIE CHANT
Date:

TOM D. CHANT
Date:

MARY HAY
Date:

LEWIS & CLARK EXPLORATION COMPANY, a Colorado corporation

By: DONALD R. HEMBRE, President
Date:

ROBERT T. HEMBRE
Date:

September 7, 2004 and recorded September 13, 2004 in Book 128 of Oil and Gas at page 570 of the records of Sublette County, Wyoming.

15. This stipulation may be executed in multiple counterparts and shall become binding on each of the parties executing this instrument or an identical counterpart hereof even though fewer than all of the parties named herein do so.

This instrument shall be binding on the parties hereto and their respective successors in interest.

SUSAN HAY BELL, TRUSTEE OF THE SUSAN HAY BELL LIVING TRUST dated September 7, 2004
Date:_____

BRUCE C. BELL, TRUSTEE OF THE SUSAN HAY BELL LIVING TRUST dated September 7, 2004
Date:_____

JASON CHARLES BELL
Date:_____

EBAN ELLERY BELL
Date: 1-25-05

J. ARCHIE CHANT
Date:_____

TOM D. CHANT
Date:_____

MARY HAY
Date:_____

LEWIS & CLARK EXPLORATION COMPANY, a Colorado corporation

By: DONALD R. HEMBRE, President
Date:_____

ROBERT T. HEMBRE
Date:_____

September 7, 2004 and recorded September 13, 2004 in Book 128 of Oil and Gas at page 570 of the records of Sublette County, Wyoming.

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This instrument shall be binding on the parties hereto and their respective successors in interest.

SUSAN HAY BELL, TRUSTEE OF THE SUSAN HAY BELL LIVING TRUST dated September 7, 2004
Date:

BRUCE C. BELL, TRUSTEE OF THE SUSAN HAY BELL LIVING TRUST dated September 7, 2004
Date:

JASON CHARLES BELL
Date:

EBAN ELLERY BELL
Date:

J. Archie Chant
J. ARCHIE CHANT
Date: 2/3/05

TOM D. CHANT
Date:

MARY HAY
Date:

LEWIS & CLARK EXPLORATION COMPANY, a Colorado corporation

By: DONALD R. HEMBRE, President
Date:

ROBERT T. HEMBRE
Date:

September 7, 2004 and recorded September 13, 2004 in Book 128 of Oil and Gas at page 570 of the records of Sublette County, Wyoming.

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This instrument shall be binding on the parties hereto and their respective successors in interest.

SUSAN HAY BELL, TRUSTEE OF THE SUSAN HAY BELL LIVING TRUST dated September 7, 2004
Date:_____

BRUCE C. BELL, TRUSTEE OF THE SUSAN HAY BELL LIVING TRUST dated September 7, 2004
Date:_____

JASON CHARLES BELL
Date:_____

EBAN ELLERY BELL
Date:_____

J. ARCHIE CHANT
Date:_____

Tom D Chant
TOM D. CHANT
Date: 2-11-05

MARY HAY
Date:_____

LEWIS & CLARK EXPLORATION COMPANY, a Colorado corporation

By: DONALD R. HEMBRE, President
Date:_____

ROBERT T. HEMBRE
Date:_____

September 7, 2004 and recorded September 13, 2004 in Book 128 of Oil and Gas at page 570 of the records of Sublette County, Wyoming.

15. This stipulation may be executed in multiple counterparts and shall become binding on each of the parties executing this instrument or an identical counterpart hereof even though fewer than all of the parties named herein do so.

This instrument shall be binding on the parties hereto and their respective successors in interest.

SUSAN HAY BELL, TRUSTEE OF THE SUSAN HAY BELL LIVING TRUST dated September 7, 2004
Date:_____

BRUCE C. BELL, TRUSTEE OF THE SUSAN HAY BELL LIVING TRUST dated September 7, 2004
Date:_____

JASON CHARLES BELL
Date:_____

EBAN ELLERY BELL
Date:_____

J. ARCHIE CHANT
Date:_____

TOM D. CHANT
Date:_____

MARY HAY
Date:_____

LEWIS & CLARK EXPLORATION COMPANY, a Colorado corporation

By: DONALD R. HEMBRE, President
Date:_____

ROBERT T. HEMBRE
Date:_____

September 7, 2004 and recorded September 13, 2004 in Book 128 of Oil and Gas at page 570 of the records of Sublette County, Wyoming.

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This instrument shall be binding on the parties hereto and their respective successors in interest.

SUSAN HAY BELL, TRUSTEE OF THE SUSAN HAY BELL LIVING TRUST dated September 7, 2004
Date:_____

BRUCE C. BELL, TRUSTEE OF THE SUSAN HAY BELL LIVING TRUST dated September 7, 2004
Date:_____

JASON CHARLES BELL
Date:_____

EBAN ELLERY BELL
Date:_____

J. ARCHIE CHANT
Date:_____

TOM D. CHANT
Date:_____

MARY HAY
Date:_____

LEWIS & CLARK EXPLORATION COMPANY, a Colorado corporation

Donald R. Hembre

By: DONALD R. HEMBRE, President
Date: Jan 29, 2005

ROBERT T. HEMBRE
Date:_____

September 7, 2004 and recorded September 13, 2004 in Book 128 of Oil and Gas at page 570 of the records of Sublette County, Wyoming.

15. This stipulation may be executed in multiple counterparts and shall become binding on each of the parties executing this instrument or an identical counterpart hereof even though fewer than all of the parties named herein do so.

This instrument shall be binding on the parties hereto and their respective successors in interest.

SUSAN HAY BELL, TRUSTEE OF THE SUSAN HAY BELL LIVING TRUST dated September 7, 2004
Date:_____

BRUCE C. BELL, TRUSTEE OF THE SUSAN HAY BELL LIVING TRUST dated September 7, 2004
Date:_____

JASON CHARLES BELL
Date:_____

EBAN ELLERY BELL
Date:_____

J. ARCHIE CHANT
Date:_____

TOM D. CHANT
Date:_____

MARY HAY
Date:_____

LEWIS & CLARK EXPLORATION COMPANY, a Colorado corporation

By: DONALD R. HEMBRE, President
Date:_____

Robert T. Hembre
ROBERT T. HEMBRE
Date: Feb. 4, 2005

DAVID E. HEMBRE
Date: 2/2/05

KRISTINE E. HEMBRE
Date:

SUSAN L. (HEMBRE) McKEEN
Date:

MAP2001-NET, an Oklahoma general partnership

By:
Date:

OSMOND OIL & GAS, LLC, a Colorado limited liability company

By:
Date:

SAS ROYALTIES LLC, a Wyoming flexible limited liability company

By: SUSAN ANNE SAMUELSON, Manager
Date:

CJM ROYALTIES LLC, a Wyoming flexible limited liability company

By: CAROL J. MCMURRY, Manager
Date:

STOLI ROYALTIES LLC, a Wyoming flexible limited liability company

By: GAYLE L. KINNISON, Manager
Date:

DAVID E. HEMBRE
Date:

KRISTINE E. HEMBRE
Date:

SUSAN L. (HEMBRE) McKEEN
Date:

MAP2001-NET, an Oklahoma general partnership

By:
Date:

OSMOND OIL & GAS, LLC, a Colorado limited liability company

By:
Date:

SAS ROYALTIES LLC, a Wyoming flexible limited liability company

By: SUSAN ANNE SAMUELSON, Manager
Date:

CJM ROYALTIES LLC, a Wyoming flexible limited liability company

By: CAROL J. MCMURRY, Manager
Date:

STOLI ROYALTIES LLC, a Wyoming flexible limited liability company

By: GAYLE L. KINNISON, Manager
Date:

DAVID E. HEMBRE
Date:_____

KRISTINE E. HEMBRE
Date:_____

SUSAN L. (HEMBRE) McKEEN
Date: 2/15/05

MAP2001-NET, an Oklahoma general partnership

By:_____
Date:_____

OSMOND OIL & GAS, LLC, a Colorado limited liability company

By:_____
Date:_____

SAS ROYALTIES LLC, a Wyoming flexible limited liability company

By: SUSAN ANNE SAMUELSON, Manager
Date:_____

CJM ROYALTIES LLC, a Wyoming flexible limited liability company

By: CAROL J. MCMURRY, Manager
Date:_____

STOLI ROYALTIES LLC, a Wyoming flexible limited liability company

By: GAYLE L. KINNISON, Manager
Date:_____

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DAVID E. HEMBRE
Date:

KRISTINE E. HEMBRE
Date:

SUSAN L. (HEMBRE) McKEEN
Date:

MAP2001-NET, an Oklahoma general partnership
By: Mineral Acquisition Partners, Inc.,
General Partner

By: Carolyn L. Frans, Vice President
Date: March 9, 2005

OSMOND OIL & GAS, LLC, a Colorado limited liability company

By:
Date:

SAS ROYALTIES LLC, a Wyoming flexible limited liability company

By: SUSAN ANNE SAMUELSON, Manager
Date:

CJM ROYALTIES LLC, a Wyoming flexible limited liability company

By: CAROL J. MCMURRY, Manager
Date:

STOLI ROYALTIES LLC, a Wyoming flexible limited liability company

By: GAYLE L. KINNISON, Manager
Date:

[redacted] [redacted] [redacted]

DAVID E. HEMBRE
Date:

KRISTINE E. HEMBRE
Date:

SUSAN L. (HEMBRE) McKEEN
Date:

MAP2001-NET, an Oklahoma general partnership

By:
Date:

OSMOND OIL & GAS, LLC, a Colorado limited liability company

Osmond Oil & Gas, LLC
John C. Osmond, Manager

By: John C. Osmond, Manager
Date: 25 Jan 2005

SAS ROYALTIES LLC, a Wyoming flexible limited liability company

By: SUSAN ANNE SAMUELSON, Manager
Date:

CJM ROYALTIES LLC, a Wyoming flexible limited liability company

By: CAROL J. MCMURRY, Manager
Date:

STOLI ROYALTIES LLC, a Wyoming flexible limited liability company

By: GAYLE L. KINNISON, Manager
Date:

DAVID E. HEMBRE
Date:

KRISTINE E. HEMBRE
Date:

SUSAN L. (HEMBRE) McKEEN
Date:

MAP2001-NET, an Oklahoma general partnership

By:
Date:

OSMOND OIL & GAS, LLC, a Colorado limited liability company

By:
Date:

SAS ROYALTIES LLC, a Wyoming flexible limited liability company

By: SUSAN ANNE SAMUELSON, Manager
Date:

CJM ROYALTIES LLC, a Wyoming flexible limited liability company

By: CAROL J. MCMURRY, Manager
Date:

STOLI ROYALTIES LLC, a Wyoming flexible limited liability company

By: GAYLE L. KINNISON, Manager
Date:

[redacted] [redacted] [redacted]

DAVID E. HEMBRE
Date:_____

KRISTINE E. HEMBRE
Date:_____

SUSAN L. (HEMBRE) McKEEN
Date:_____

MAP2001-NET, an Oklahoma general partnership

By:_____
Date:_____

OSMOND OIL & GAS, LLC, a Colorado limited liability company

By:_____
Date:_____

SAS ROYALTIES LLC, a Wyoming flexible limited liability company

By: SUSAN ANNE SAMUELSON, Manager
Date:_____

CJM ROYALTIES LLC, a Wyoming flexible limited liability company

By: CAROL J. MCMURRY, Manager
Date: 1-27-05

STOLI ROYALTIES LLC, a Wyoming flexible limited liability company

By: GAYLE L. KINNISON, Manager
Date:_____

DAVID E. HEMBRE
Date:_____

KRISTINE E. HEMBRE
Date:_____

SUSAN L. (HEMBRE) McKEEN
Date:_____

MAP2001-NET, an Oklahoma general partnership

By:_____
Date:_____

OSMOND OIL & GAS, LLC, a Colorado limited liability company

By:_____
Date:_____

SAS ROYALTIES LLC, a Wyoming flexible limited liability company

By: SUSAN ANNE SAMUELSON, Manager
Date:_____

CJM ROYALTIES LLC, a Wyoming flexible limited liability company

By: CAROL J. MCMURRY, Manager
Date:_____

STOLI ROYALTIES LLC, a Wyoming flexible limited liability company

By: GAYLE L. KINNISON, Manager
Date: 1-24-05

MAP 2003-NET, an Oklahoma general partnership
By: Mineral Acquisition Partners, Inc. Gen.Partner

By: Carolyn L. Frans Vice President
Date: March 9, 2005

TOMCAT ROYALTY PARTNERSHIP

By:
Date:

LOGAN MINERALS, LLC, a Colorado limited liability company

By: ANDY LOGAN, Manager
Date:

WRW ENERGY CO., a Colorado general partnership

By: WILLIAM R. WEEKS, General Partner
Date:

DIANNE'S OIL & GAS LLC, a Wyoming flexible limited liability company

By: DIANNE E. GREENE, Manager
Date:

GREENE FAMILY OIL & GAS LIMITED PARTNERSHIP, a Wyoming limited partnership

By: JOHN D. GREENE, General Partner
Date:

WEEKS RESOURCES LLC, a Colorado limited liability company

By: TACY WEEKS HAHN, Manager
Date:

625

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MAP 2003-NET, an Oklahoma general partnership

By:_____
Date:_____

TOMCAT ROYALTY PARTNERSHIP

By:_____
Date:_____

LOGAN MINERALS, LLC, a Colorado limited liability company

By: ANDY LOGAN, Manager
Date:_____

WRW ENERGY CO., a Colorado general partnership

By: WILLIAM R. WEEKS, General Partner
Date:_____

DIANNE'S OIL & GAS LLC, a Wyoming flexible limited liability company

By: DIANNE E. GREENE, Manager
Date:_____

GREENE FAMILY OIL & GAS LIMITED PARTNERSHIP, a Wyoming limited partnership

By: JOHN D. GREENE, General Partner
Date:_____

WEEKS RESOURCES LLC, a Colorado limited liability company

By: TACY WEEKS HAHN, Manager
Date:_____

MAP 2003-NET, an Oklahoma general partnership

By:_____
Date:_____

TOMCAT ROYALTY PARTNERSHIP

By:_____
Date:_____

LOGAN MINERALS, LLC, a Colorado limited liability company

By: ANDY LOGAN, Manager
Date:_____

WRW ENERGY CO., a Colorado general partnership

By: WILLIAM R. WEEKS, General Partner
Date:_____

DIANNE'S OIL & GAS LLC, a Wyoming flexible limited liability company

By: DIANNE E. GREENE, Manager
Date:_____

GREENE FAMILY OIL & GAS LIMITED PARTNERSHIP, a Wyoming limited partnership

By: JOHN D. GREENE, General Partner
Date:_____

WEEKS RESOURCES LLC, a Colorado limited liability company

By: TACY WEEKS HAHN, Manager
Date:_____

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MAP 2003-NET, an Oklahoma general partnership

_____

By:_____

Date:_____

TOMCAT ROYALTY PARTNERSHIP

_____

By:_____

Date:_____

LOGAN MINERALS, LLC, a Colorado limited liability company

_____

By: ANDY LOGAN, Manager

Date:_____

WRW ENERGY CO., a Colorado general partnership

_____

By: WILLIAM R. WEEKS, General Partner

Date: 1/24/05

DIANNE'S OIL & GAS LLC, a Wyoming flexible limited liability company

_____

By: DIANNE E. GREENE, Manager

Date:_____

GREENE FAMILY OIL & GAS LIMITED PARTNERSHIP, a Wyoming limited partnership

_____

By: JOHN D. GREENE, General Partner

Date:_____

WEEKS RESOURCES LLC, a Colorado limited liability company

_____

By: TACY WEEKS HAHN, Manager

Date:_____

MAP 2003-NET, an Oklahoma general partnership

By:_____
Date:_____

TOMCAT ROYALTY PARTNERSHIP

By:_____
Date:_____

LOGAN MINERALS, LLC, a Colorado limited liability company

By: ANDY LOGAN, Manager
Date:_____

WRW ENERGY CO., a Colorado general partnership

By: WILLIAM R. WEEKS, General Partner
Date:_____

DIANNE'S OIL & GAS LLC, a Wyoming flexible limited liability company

By: DIANNE E. GREENE, Manager
Date: 1/28/05

GREENE FAMILY OIL & GAS LIMITED PARTNERSHIP, a Wyoming limited partnership

By: JOHN D. GREENE, General Partner
Date:_____

WEEKS RESOURCES LLC, a Colorado limited liability company

By: TACY WEEKS HAHN, Manager
Date:_____

630

MAP 2003-NET, an Oklahoma general partnership

By:_____
Date:_____

TOMCAT ROYALTY PARTNERSHIP

By:_____
Date:_____

LOGAN MINERALS, LLC, a Colorado limited liability company

By: ANDY LOGAN, Manager
Date:_____

WRW ENERGY CO., a Colorado general partnership

By: WILLIAM R. WEEKS, General Partner
Date:_____

DIANNE'S OIL & GAS LLC, a Wyoming flexible limited liability company

By: DIANNE E. GREENE, Manager
Date:_____

GREENE FAMILY OIL & GAS LIMITED PARTNERSHIP, a Wyoming limited partnership

By: JOHN D. GREENE, General Partner
Date: Apr 25, 2007

WEEKS RESOURCES LLC, a Colorado limited liability company

By: TACY WEEKS HAHN, Manager
Date:_____

MAP 2003-NET, an Oklahoma general partnership

By:_____
Date:_____

TOMCAT ROYALTY PARTNERSHIP

By:_____
Date:_____

LOGAN MINERALS, LLC, a Colorado limited liability company

By: ANDY LOGAN, Manager
Date:_____

WRW ENERGY CO., a Colorado general partnership

By: WILLIAM R. WEEKS, General Partner
Date:_____

DIANNE'S OIL & GAS LLC, a Wyoming flexible limited liability company

By: DIANNE E. GREENE, Manager
Date:_____

GREENE FAMILY OIL & GAS LIMITED PARTNERSHIP, a Wyoming limited partnership

By: JOHN D. GREENE, General Partner
Date:_____

WEEKS RESOURCES LLC, a Colorado limited liability company

By: TACY WEEKS HAHN, Manager
Date: 1-28-05

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SHELL ROCKY MOUNTAIN PRODUCTION, LLC, a Delaware limited liability company

By: _____
Date: _____

SWEPI LP, a Delaware limited partnership

By: _____
Date: _____

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

By: Gerald Meeks
Date: Attorney-in-Fact
February 25, 2005

The Ratification by Predecessors in Interest to Stipulating Parties.

The undersigned being named in the foregoing Stipulation as predecessors in interest with respect to some of the parties thereto hereby ratify the foregoing Stipulation.

SUSAN ANNE SAMUELSON

CAROL J. MCMURRY

GAYLE L. KINNISON

W.N. MCMURRY, Individually and as Trustee of the W.N. McMurry Revocable Trust

DIANNE E. GREENE

DONALD R. HEMBRE

ANDY LOGAN

SHELL ROCKY MOUNTAIN PRODUCTION, LLC, a Delaware limited liability company

By:_____
Date:_____

SWEPI LP, a Delaware limited partnership

By:_____
Date:_____

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

By:_____
Date:_____

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DIANNE E. GREENE

DONALD R. HEMBRE

ANDY LOGAN

SHELL ROCKY MOUNTAIN PRODUCTION, LLC, a Delaware limited liability company

By:_____
Date:_____

SWEPI LP, a Delaware limited partnership

By:_____
Date:_____

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

By:_____
Date:_____

The Ratification by Predecessors in Interest to Stipulating Parties.

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GAYLE L. KINNISON

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DIANNE E. GREENE

DONALD R. HEMBRE

ANDY LOGAN

SHELL ROCKY MOUNTAIN PRODUCTION, LLC, a Delaware limited liability company

By:_____
Date:_____

SWEPI LP, a Delaware limited partnership

By:_____
Date:_____

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

By:_____
Date:_____

The Ratification by Predecessors in Interest to Stipulating Parties.

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CAROL J. MCMURRY

GAYLE L. KINNISON

W.N. MCMURRY, Individually and as Trustee of the W.N. McMurry Revocable Trust

DIANNE E. GREENE

DONALD R. HEMBRE

ANDY LOGAN

SHELL ROCKY MOUNTAIN PRODUCTION, LLC, a Delaware limited liability company

_____

By:_____

Date:_____

SWEPI LP, a Delaware limited partnership

_____

By:_____

Date:_____

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

_____

By:_____

Date:_____

The Ratification by Predecessors in Interest to Stipulating Parties.

The undersigned being named in the foregoing Stipulation as predecessors in interest with respect to some of the parties thereto hereby ratify the foregoing Stipulation.

_____

SUSAN ANNE SAMUELSON

_____

CAROL J. MCMURRY

_____

GAYLE L. KINNISON

_____

W.N. MCMURRY, Individually and as Trustee of the W.N. McMurry Revocable Trust

_____

DIANNE E. GREENE

_____

DONALD R. HEMBRE

_____

ANDY LOGAN

[redacted] [redacted] [redacted]

SHELL ROCKY MOUNTAIN PRODUCTION, LLC, a Delaware limited liability company

_____

By:_____

Date:_____

SWEPI LP, a Delaware limited partnership

_____

By:_____

Date:_____

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

_____

By:_____

Date:_____

The Ratification by Predecessors in Interest to Stipulating Parties.

The undersigned being named in the foregoing Stipulation as predecessors in interest with respect to some of the parties thereto hereby ratify the foregoing Stipulation.

_____

SUSAN ANNE SAMUELSON

_____

CAROL J. MCMURRY

_____

GAYLE L. KINNISON

_____

W.N. MCMURRY, Individually and as Trustee of the W.N. McMurry Revocable Trust

_____

DIANNE E. GREENE

_____

DONALD R. HEMBRE

_____

ANDY LOGAN

SHELL ROCKY MOUNTAIN PRODUCTION, LLC, a Delaware limited liability company

By:_____
Date:_____

SWEPI LP, a Delaware limited partnership

By:_____
Date:_____

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

By:_____
Date:_____

The Ratification by Predecessors in Interest to Stipulating Parties.

The undersigned being named in the foregoing Stipulation as predecessors in interest with respect to some of the parties thereto hereby ratify the foregoing Stipulation.

SUSAN ANNE SAMUELSON

CAROL J. MCMURRY

GAYLE L. KINNISON

W.N. MCMURRY, Individually and as Trustee of the W.N. McMurry Revocable Trust

DIANNE E. GREENE

DONALD R. HEMBRE

ANDY LOGAN

SHELL ROCKY MOUNTAIN PRODUCTION, LLC, a Delaware limited liability company

By:_____
Date:_____

SWEPI LP, a Delaware limited partnership

By:_____
Date:_____

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

By:_____
Date:_____

The Ratification by Predecessors in Interest to Stipulating Parties.

The undersigned being named in the foregoing Stipulation as predecessors in interest with respect to some of the parties thereto hereby ratify the foregoing Stipulation.

SUSAN ANNE SAMUELSON

CAROL J. MCMURRY

GAYLE L. KINNISON

W.N. MCMURRY, Individually and as Trustee of the W.N. McMurry Revocable Trust

DIANNE E. GREENE

DONALD R. HEMBRE

ANDY LOGAN

SUSAN HAY BELL, Individually
Date: 11/27/05

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 27 day of _____, 2005, by SUSAN HAY BELL, individually and as Trustee of the Susan Hay Bell Living Trust dated September 7, 2004..

Witness my hand an official seal.
My commission expires:

[SEAL]

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

11/27/05

The foregoing instrument was acknowledged before me this 27 day of _____, 2005, by BRUCE C. BELL, as Trustee of the Susan Hay Bell Living Trust dated September 7, 2004..

Witness my hand an official seal.
My commission expires:

[SEAL]

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by JASON CHARLES BELL.

Witness my hand an official seal.
My commission expires:

[SEAL]

Notary Public

[redacted] [redacted] [redacted]

_____
SUSAN HAY BELL, Individually
Date:_____

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by SUSAN HAY BELL, individually and as Trustee of the Susan Hay Bell Living Trust dated September 7, 2004..

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by BRUCE C. BELL, as Trustee of the Susan Hay Bell Living Trust dated September 7, 2004..

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF California)
) ss.
COUNTY OF San Diego)

The foregoing instrument was acknowledged before me this 24 day of January, 2005, by JASON CHARLES BELL.

Witness my hand an official seal.
My commission expires:

[SEAL]

JULIE AGUILAR
Commission # 1541579
Notary Public - California
San Diego County
My Comm. Expires Feb 2, 2009

Julie Aguilar
Notary Public

STATE OF California)
) ss.
COUNTY OF San Diego)

The foregoing instrument was acknowledged before me this 31 day of January, 2005, by EBAN ELLERY BELL.

Witness my hand an official seal.
My commission expires:

[SEAL] MUKTA TANTOD Commission # 1460956 Notary Public - California San Diego County My Comm. Expires Apr 6, 2009

Mukta Tantod.
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by J. ARCHIE CHANT.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by TOM D. CHANT.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by MARY HAY.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by EBAN ELLERY BELL.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this 3 day of FEBRUARY, 2005, by J. ARCHIE CHANT.

Witness my hand an official seal.
My commission expires: 5 23 2007

[SEAL]

Notary Public

STATE OF WYOMING)
) ss.
COUNTY OF SWEETWATER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by TOM D. CHANT.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by MARY HAY.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by EBAN ELLERY BELL.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by J. ARCHIE CHANT.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF Wyoming)
) ss.
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me this 11 day of Feb, 2005, by TOM D. CHANT.

Witness my hand an official seal.
My commission expires: May 5, 2007

[SEAL]

Lora A Hatter
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by MARY HAY.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

[redacted] [redacted] [redacted]

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by EBAN ELLERY BELL.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by J. ARCHIE CHANT.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by TOM D. CHANT.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this 26 day of _____, 2005, by MARY HAY.

Witness my hand an official seal.
My commission expires: _____

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this 7 day of _____, 2005, by DONALD R. HEMBRE individually and as President, of LEWIS & CLARK EXPLORATION COMPANY, a Colorado corporation, on behalf of the corporation.

Witness my hand an official seal.
My commission expires: 2/3/08

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by ROBERT T. HEMBRE.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by DAVID E. HEMBRE.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by KRISTINE E. HEMBRE

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by DONALD R. HEMBRE individually and as President, of LEWIS & CLARK EXPLORATION COMPANY, a Colorado corporation, on behalf of the corporation.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF Tennessee)
) ss.
COUNTY OF Sullivan)

The foregoing instrument was acknowledged before me this 4th day of February, 2005, by ROBERT T. HEMBRE.

Witness my hand an official seal.
My commission expires: [illegible]

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by DAVID E. HEMBRE.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by KRISTINE E. HEMBRE

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by DONALD R. HEMBRE individually and as President, of LEWIS & CLARK EXPLORATION COMPANY, a Colorado corporation, on behalf of the corporation.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by ROBERT T. HEMBRE.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF Illinois)
) ss.
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 2nd day of February 2005, by DAVID E. HEMBRE.

Witness my hand an official seal.
My commission expires:

[SEAL]

Cynthia Lawrence
Notary Public

CYNTHIA LAWRENCE
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by KRISTINE E. HEMBRE

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by DONALD R. HEMBRE individually and as President, of LEWIS & CLARK EXPLORATION COMPANY, a Colorado corporation, on behalf of the corporation.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by ROBERT T. HEMBRE.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by DAVID E. HEMBRE.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF Colorado)
) ss.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 2 day of February, 2005, by KRISTINE E. HEMBRE

Witness my hand an official seal.
My commission expires: 10.26.2008

[SEAL] NICOLE M. KOPACH NOTARY PUBLIC STATE OF COLORADO

Nicole M Kopach
Notary Public

STATE OF California)
) ss.
COUNTY OF Santa Clara)

The foregoing instrument was acknowledged before me this 3 day of February, 2005, by SUSAN L. (HEMBRE) McKEEN.

Witness my hand an official seal.
My commission expires:

[SEAL]

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by _____ as _____ of MAP2001-NET, an Oklahoma general partnership.

Witness my hand an official seal.
My commission expires:

[SEAL]

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by _____ as _____ of OSMOND OIL & GAS, LLC, a Colorado limited liability company.

Witness my hand an official seal.
My commission expires:

[SEAL]

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by SUSAN ANNE SAMUELSON, individually and as Manager of SAS ROYALTIES LLC, a Wyoming flexible limited liability company.

Witness my hand an official seal.
My commission expires:

[SEAL]

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by SUSAN L. (HEMBRE) McKEEN.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF Oklahoma)
) ss.
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 9th day of March, 2005, by Carolyn L. Frans as Vice President of MAP2001-NET, an Oklahoma general partnership.

Witness my hand an official seal.
My commission expires: September 10, 2007

[SEAL]

Notary Public Debbie D. Perkins
Commission # 03011654

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by _____ as _____ of OSMOND OIL & GAS, LLC, a Colorado limited liability company.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by SUSAN ANNE SAMUELSON, individually and as Manager of SAS ROYALTIES LLC, a Wyoming flexible limited liability company.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by SUSAN L. (HEMBRE) McKEEN.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by _____ as _____ of MAP2001-NET, an Oklahoma general partnership.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 25th day of Jan, 2005, by John C. Osmond as Manager of OSMOND OIL & GAS, LLC, a Colorado limited liability company.

Witness my hand an official seal.
My commission expires:

[SEAL]

NOTARY PUBLIC STATE OF COLORADO

Notary Public

My Commission Expires 08/31/08

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by SUSAN ANNE SAMUELSON, individually and as Manager of SAS ROYALTIES LLC, a Wyoming flexible limited liability company.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by SUSAN L. (HEMBRE) McKEEN.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by _____ as _____ of MAP2001-NET, an Oklahoma general partnership.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by _____ as _____ of OSMOND OIL & GAS, LLC, a Colorado limited liability company.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF Wyoming)
) ss.
COUNTY OF Laramie)

The foregoing instrument was acknowledged before me this 26th day of January, 2005, by SUSAN ANNE SAMUELSON, individually and as Manager of SAS ROYALTIES LLC, a Wyoming flexible limited liability company.

Witness my hand an official seal.
My commission expires:

[SEAL]

L. A. Barrenta
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by CAROL J. McMURRY, individually and as Manager of CJM ROYALTIES LLC, a Wyoming flexible limited liability company.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by GAYLE L. KINNISON, individually and as Manager of STOLI ROYALTIES LLC, a Wyoming flexible limited liability company.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by _____ as _____ of MAP 2003-NET, an Oklahoma general partnership.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by _____ as _____ of TOMCAT ROYALTY PARTNERSHIP, an Oklahoma partnership.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by CAROL J. McMURRY, individually and as Manager of CJM ROYALTIES LLC, a Wyoming flexible limited liability company.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF Wyoming)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me this 14th day of April, 2005, by GAYLE L. KINNISON, individually and as Manager of STOLI ROYALTIES LLC, a Wyoming flexible limited liability company.

Witness my hand an official seal.
My commission expires: My Commission Expires Oct. 6, 2008

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by _____ as _____ of MAP 2003-NET, an Oklahoma general partnership.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by _____ as _____ of TOMCAT ROYALTY PARTNERSHIP, an Oklahoma partnership.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by CAROL J. McMURRY, individually and as Manager of CJM ROYALTIES LLC, a Wyoming flexible limited liability company.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by GAYLE L. KINNISON, individually and as Manager of STOLI ROYALTIES LLC, a Wyoming flexible limited liability company.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF Oklahoma)
) ss.
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 9th day of March, 2005, by Carolyn L. Frans, as Vice President of MSP 2003 NET, an Oklahoma general partnership.

Witness my hand an official seal.
My commission expires: September 10, 2007

[SEAL]

Notary Public Debbie D. Perkins
Commission # 03011654

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by _____ as _____ of TOMCAT ROYALTY PARTNERSHIP, an Oklahoma partnership.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by CAROL J. McMURRY, individually and as Manager of CJM ROYALTIES LLC, a Wyoming flexible limited liability company.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by GAYLE L. KINNISON, individually and as Manager of STOLI ROYALTIES LLC, a Wyoming flexible limited liability company.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by _____ as _____ of MAP 2003-NET, an Oklahoma general partnership.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this __ day of _____, 2005, by _____ as _____ of TOMCAT ROYALTY PARTNERSHIP, an Oklahoma partnership.

Witness my hand an official seal.
My commission expires: 2-12-08
My commission Number: 04001379

[SEAL]

Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this __ day of _____, 2005, by ANDY LOGAN, individually and as Manager of LOGAN MINERALS, LLC, a Colorado limited liability company.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by WILLIAM R. WEEKS as General Partner, of WRW Energy Co. a Colorado general partnership.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by DIANNE E. GREENE individually and as Manager of DIANNE'S OIL & GAS LLC, a Wyoming flexible limited liability company.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by JOHN D. GREENE as general partner of GREENE FAMILY OIL & GAS LIMITED PARTNERSHIP, a Wyoming limited partnership.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by ANDY LOGAN, individually and as Manager of LOGAN MINERALS, LLC, a Colorado limited liability company.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this 24th day of November, 2005, by WILLIAM R. WEEKS as General Partner, of WRW Energy Co. a Colorado general partnership.

Witness my hand an official seal.
My commission expires: My Commission Expires April 20, 2006

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by DIANNE E. GREENE individually and as Manager of DIANNE'S OIL & GAS LLC, a Wyoming flexible limited liability company.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by JOHN D. GREENE as general partner of GREENE FAMILY OIL & GAS LIMITED PARTNERSHIP, a Wyoming limited partnership.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by ANDY LOGAN, individually and as Manager of LOGAN MINERALS, LLC, a Colorado limited liability company.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by WILLIAM R. WEEKS as General Partner, of WRW Energy Co. a Colorado general partnership.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF S.C.)
) ss.
COUNTY OF Dorchester)

The foregoing instrument was acknowledged before me this 28 day of January, 2005, by DIANNE E. GREENE individually and as Manager of DIANNE'S OIL & GAS LLC, a Wyoming flexible limited liability company.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by JOHN D. GREENE as general partner of GREENE FAMILY OIL & GAS LIMITED PARTNERSHIP, a Wyoming limited partnership.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by ANDY LOGAN, individually and as Manager of LOGAN MINERALS, LLC, a Colorado limited liability company.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by WILLIAM R. WEEKS as General Partner, of WRW Energy Co. a Colorado general partnership.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by DIANNE E. GREENE individually and as Manager of DIANNE'S OIL & GAS LLC, a Wyoming flexible limited liability company.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF California)
) ss.
COUNTY OF Riverside)

The foregoing instrument was acknowledged before me this 25 day of April, 2005, by JOHN D. GREENE as general partner of GREENE FAMILY OIL & GAS LIMITED PARTNERSHIP, a Wyoming limited partnership.

Witness my hand an official seal.
My commission expires:

See Attached

[SEAL]

_____
Notary Public

661

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside } ss.

On April 25, 2005 before me, Sarah Lewis, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared John D. Greene
Name(s) of Signer(s)

☐ personally known to me

☒ 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.

SARAH LEWIS
Commission # 1555221
Notary Public - California
Riverside County
My Comm. Expires Feb 26, 2009

Place Notary Seal Above

WITNESS my hand and official seal.

Sarah Lewis
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Stipulation of Intents

Document Date: April 25, 2005 Number of Pages: 22

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

©2004 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 Item No. 5907 Reorder: Call Toll-Free 1-800-876-6827

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by TACY WEEKS HAHN as Manager of WEEKS RESOURCES LLC, a Colorado limited liability company.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

KEELEY HOPPER
COMM. # 1504294
NOTARY PUBLIC-CALIFORNIA
NEVADA COUNTY
COMM. EXP. JULY 29, 2008

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by _____ as _____ of SHELL ROCKY MOUNTAIN PRODUCTION, LLC., a Delaware limited liability company.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by _____ as _____ of SWEPI LP, a Delaware limited partnership.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by _____ as _____ of WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by TACY WEEKS HAHN as Manager of WEEKS RESOURCES LLC, a Colorado limited liability company.

Witness my hand an official seal.
My commission expires:

[SEAL]

_____
Notary Public

STATE OF Texas)
) ss.
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 30th day of August, 2005, by J. C. Eubanks as Attorney-in-Fact of SHELL ROCKY MOUNTAIN PRODUCTION, LLC., a Delaware limited liability company.

Witness my hand an 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 this 30th day of August, 2005, by J. C. Eubanks as Attorney-in-Fact of SWEPI LP, a Delaware limited partnership.

Witness my hand an 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 Oklahoma)
) ss.
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me this 25th day of February, 2005, by Gerald Meeks as Attorney-in-fact of WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation.

Witness my hand an official seal.
My commission expires: 3-4-05

TAYLA D. CRAIG
NOTARY PUBLIC
IN AND FOR THE
STATE OF
OKLAHOMA
ROGERS COUNTY

Tayla D. Craig
Notary Public #01001993

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 11 day of August, 2005, by W.N. MCMURRY, individually and as Trustee of the W.N. McMurry Revocable Trust.

Witness my hand an official seal.
My commission expires:

[SEAL] Notary Public State of Wyoming

Notary Public

J:\Thompson\Shell\Corporate\Clean Highlighted Stipulation of Interests Brandt M. Jensen 011405.wpd

EXTENSION OF OIL AND GAS LEASE

Whereas, Berco Resources, LLC of 1200 17th Street, Suite 600, Denver, Colorado 80202, is the current "Lessee" of the following described oil and gas lease:

Lessor:	Gordon M. Mickelson, General Partner, of Mickelson Land Limited Partnership, a Wyoming limited partnership
Lessee:	Berco Resources, LLC
Date:	April 21, 2001
Recorded:	Book 118 O&G, Page 135
Description:	Township 30 North, Range 112 West Sec. 14: N/2NE/4, W/2NW/4, SE/4NW/4, S/2; Sec. 15: N/2NE/4, NE/4NW/4, S/2N/2, S/2; Sublette County, Wyoming

Whereas, the primary term of said lease expires in the absence of drilling operations on March 12, 2006 and the Lessor and Lessee desire to have the term extended;

Now therefore, the undersigned, for themselves, their heirs, executors, administrators, successors and assigns for and in consideration of Ten and more dollars, in hand paid, the receipt whereof is hereby acknowledged, does hereby agree that said term of said lease shall be and is hereby extended, with the same tenor and effect as if such extended term had been originally expressed in such lease for a period of five years from the date of said expiration thereof and as long thereafter and oil or gas is produced from any well on the land covered by said leases; subject, however, in all other respects to the provisions and conditions of said lease or said lease as modified, if any modification thereof may have been heretofore executed.

Notwithstanding any other provisions contained herein, the royalty provided for in the oil and gas lease described above shall be changed from ONE SEVENTH (1/7) to FIFTEEN PERCENT (15.00%) for the remaining term of said lease.

In Witness Whereof this instrument is signed on this the 2nd day of September 2005.

Gordon M. Mickelson, General Partner,
of Mickelson Land Limited Partnership,
a Wyoming limited partnership

313923

RECORDED Sept. 15 2005 3:20 PM
IN BOOK 130 O&G PAGE 666
FEES $ 8.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Souter

By: _____

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

On this 2nd day of Sept, 2005, before me personally appeared Gordon M. Mickelson, who, being duly sworn, did say that he is the General Partner, of Mickelson Land Limited Partnership, a Wyoming limited partnership and that said instrument was signed on behalf of said partnership by authority of its partnership agreement, and said Gordon M. Mickelson executed said instrument as a free act and deed of said partnership.

Witness my hand and seal the 2nd day of Sept, 2005.

My Commission Expires:
1/4/08

Notary Public
State of Wyoming

KAREN S. WENZ
County of
SUBLETTE
My Commission Expires
Notary Public
State of
Wyoming
2008

[redacted] [redacted] [redacted]

EXTENSION OF OIL AND GAS LEASE

Whereas, Berco Resources, LLC of 1200 17th Street, Suite 600, Denver, Colorado 80202, is the current "Lessee" of the following described oil and gas lease:

Lessor:	Avis Palmer, a widow
Lessee:	Berco Resources, LLC
Date:	April 10, 2001
Recorded:	Book 118 O&G, Page 141
Description:	Township 29 North, Range 111 West Sec. 17: NW/4SE/4, S/2SE/4,; Sec. 20: NE/4, NW/4SE/4, E/2SE/4; Sec. 21: Lots 9(20.48), 10(25.34); Sec. 29: E/2E/2; Sec. 32: NE/4NE/4; Sublette County, Wyoming

Whereas, the primary term of said lease expires in the absence of drilling operations on April 10, 2006 and the Lessor and Lessee desire to have the term extended;

Now therefore, the undersigned, for themselves, their heirs, executors, administrators, successors and assigns for and in consideration of ten and more dollars, in hand paid, the receipt whereof is hereby acknowledged, does hereby agree that said term of said lease shall be and is hereby extended, with the same tenor and effect as if such extended term had been originally expressed in such lease for a period of five years from the date of said expiration thereof and as long thereafter and oil or gas is produced from any well on the land covered by said leases; subject, however, in all other respects to the provisions and conditions of said lease or said lease as modified, if any modification thereof may have been heretofore executed.

In Witness Whereof this instrument is signed on this the 2nd day of September, 2005.

313924

By: Avis Palmer
Avis Palmer

RECORDED Sept. 15 2005 3:20 PM
IN BOOK 130 O&G PAGE 666 7
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Saxton

STATE OF WYOMING)
) ss.
COUNTY OF Natrona)

On this 2 day of Sept, 2005, before me, a Notary Public, personally appeared Avis Palmer, a widow, known to me to be the person(s) whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

9-14-05
My Commission Expires

Notary Public

MINERAL, ROYALTY AND OVERRIDING ROYALTY CONVEYANCE

STATE OF WYOMING

COUNTY OF SUBLETTE

312941

313941

RECORDED Sept. 16 2005 8:50 AM
IN BOOK 130 O+G PAGE 1068
FEES $ 33.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

Key Production Company, Inc., a Delaware Corporation, whose address is 1700 Lincoln Street, Suite 1800, Denver, Colorado 80203-4518, herein called Grantor (whether one or more) for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, cash in hand paid by Royalty Repository II, LLC, a Delaware Limited Liability Company whose mailing address is P. O. Box 41027, Houston, Texas 77241-1027 hereinafter called Grantee, the receipt of which is hereby acknowledged, does hereby grant, convey, sell, assign, set over and deliver unto the said Grantee, and its successors and assigns, forever subject to the matters stated below, all of Grantor's interest in oil, gas and minerals, royalty, overriding royalties, net profits, and other similar interests in the oil and gas leases, lands and/or wells described in Exhibit A attached hereto (the "Lands") effective as of June 1, 2005 (the "Effective Time"). This conveyance also includes all executive rights, bonus, and delay rentals applicable to Grantor's interest conveyed herein.

For the same consideration, Grantor also sells, assigns, transfers, and conveys to Grantee, its successors and assigns, by this conveyance (i) each valid and subsisting oil, gas, and/or other mineral lease (the Lease", whether one or more) evidenced in the public records of each county where the Lands are located, insofar as the Lease covers the Lands (and this conveyance is made subject to each such Lease, insofar as it covers the Lands), together with all royalties, shut-in royalties, delay rentals paid to extend the term within which operations may be conducted on the Lands, and other rights and interests under each such Lease, insofar as it covers the Lands; and (ii) all favorable contracts, in so far as they cover said land.

In this instrument, "including" means "including, by not limited to": "other minerals" includes coal, lignite, uranium, sulphur, iron ore, and every other "mineral" now or hereafter recognized as such under the laws of each state where the Lands are located; the plural includes the singular, and vise versa' each gender includes the others; and references to "Grantor" includes "Grantors or any of them."

Grantor hereby warrants title and will defend same against anyone claiming title thereto, by through and under Grantor, but not otherwise.

Grantor hereby irrevocably appoints and constitutes the Grantee as agent and attorney-in-fact for the limited purpose only of executing division and transfer orders, letters in lieu thereof, deeds and all other instruments necessary to make fully effective this Conveyance so that the Grantee may act in Grantor's place and stead for such purpose.

All checks in payment of royalties for production prior to the Effective Time, shall be the property of the Grantor. All checks dated on or thereafter shall be the property of the Grantee.

This instrument may be executed in multiple counterparts. Each counterpart is an original, and all counterparts together are on and the same instrument. This instrument binds each person who executes it, regardless of whether any other person executes it.

Unless provided otherwise, all recording references in Exhibit A are to the official real property records of the counties in which the Lands are located. To facilitate recording, the counterpart of this Conveyance to be recorded in any given county may contain only that portion of Exhibit A that describes Lands located in that county.

[redacted] [redacted] [redacted]

Executed this 1st day of September, 2005, to be effective as of the Effective Time.

GRANTOR:

Key Production Company, Inc., a Delaware Corporation

DATE: 9-20-05

BY: Stephen P. Bell
Senior Vice President
Business Development and Land
Key Production Company, Inc.

NOTARY PUBLIC ACKNOWLEDGEMENT

STATE OF COLORADO

COUNTY OF DENVER

This instrument was acknowledged before me on this 20th day of September, 2005, by Stephen P. Bell in his capacity as Senior Vice President of Key Production Company, Inc.

NOTARY PUBLIC STATE OF COLORADO

Notary Public, State of Colorado

My Commission Expires: 11-30-05

EXHIBIT "A"

AMOCO USA AC #1 (491227-005)
AMOCO USA AK (491227-006)
AMOCO USA AM (491227-007)

LEASE NUMBER: WY-000000-000557-000
LESSOR: BUREAU OF LAND MANAGEMENT
LESSEE: JAMES F LACOY & MILDRED H LACOY, TRSTEES OF LACOY FAMILY
LEASE DATE: 04/01/1974
RECORDED:

BOOK	PAGE	ENTRY	STATE	COUNTY
000	000		WYOMING	SUBLETTE

DESCRIPTION:
T27N R111W, SEC.6: LOTS 1-4, E/2W/2
T27N R111W, SEC.7: LOTS 1-4, E/2W/2

[redacted] [redacted] [redacted]

EXHIBIT "A"

AMOCO USA AI (491326-253)

LEASE NUMBER: WY-000000-000557-000
LESSOR: BUREAU OF LAND MANAGEMENT
LESSEE: JAMES F LACOY & MILDRED H LACOY, TRSTEES OF LACOY FAMILY
LEASE DATE: 04/01/1974
RECORDED:

BOOK	PAGE	ENTRY	STATE	COUNTY
000	000		WYOMING	SUBLETTE

DESCRIPTION:
T27N R111W, SEC.6: LOTS 1-4, E/2W/2
T27N R111W, SEC.7: LOTS 1-4, E/2W/2

EXHIBIT "A"

CASTLE CREEK 23-16A (491326-308)

LEASE NUMBER: WY-000000-000548-000
LESSOR: WYOMING STATE LAND AND FARM LOAN OFFICE
LESSEE: WILLIAM C KIRKWOOD
LEASE DATE: 10/02/1971
RECORDED:

BOOK	PAGE	ENTRY	STATE	COUNTY
			WYOMING	SUBLETTE

DESCRIPTION:
T32N R114W, SEC.16, MERIDIAN: , ALL

[redacted] [redacted] [redacted]

EXHIBIT "A"

CASTLE CREEK UNIT (491326-027)

LEASE NUMBER: WY-000000-000439-000
LESSOR: BUREAU OF LAND MANAGEMENT
LESSEE: RUTH E PENNINGTON
LEASE DATE: 10/01/1972
RECORDED:

BOOK	PAGE	ENTRY	STATE	COUNTY
000	000		WYOMING	SUBLETTE

DESCRIPTION:

T32N R114W, SEC.9, LOTS 1-4,
T32N R114W, SEC.9, S/2N/2, S/2
T32N R114W, SEC.21, NE, NESE
T32N R114W, SEC.22, ALL
T32N R114W, SEC.23, W/2
T32N R114W, SEC.26, NW
T32N R114W, SEC.21, W/2SE, SESE

EXHIBIT "A"

LONG ISLAND UNIT (491326-UO4)

LEASE NUMBER: WY-000000-000211-000
LESSOR: BUREAU OF LAND MANAGEMENT
LESSEE: WILLIAM R. INGEBRETSEN
LEASE DATE: 08/01/1956
RECORDED:

BOOK	PAGE	ENTRY	STATE	COUNTY
			WYOMING	SUBLETTE

DESCRIPTION:
T29N R112W, SEC.24, E/2, E/2NW
T29N R112W, SEC.25, S/2, S/2N/2, N/2NE
T29N R112W, SEC.35, ALL

LEASE NUMBER: WY-000000-000657-000
LESSOR: BUREAU OF LAND MANAGEMENT
LESSEE: WILLIAM R. INGEBRETSEN
LEASE DATE: 08/01/1956
RECORDED:

BOOK	PAGE	ENTRY	STATE	COUNTY
			WYOMING	SUBLETTE

DESCRIPTION:
T29N R112W, SEC.13, SE, S/2SW
T29N R112W, SEC.24, W/2NW, SW
T29N R112W, SEC.25, N/2NW

[redacted] [redacted] [redacted]

EXHIBIT "A"

MCDONALD DRAW UNIT (491326-U03)

LEASE NUMBER: WY-000000-001133-000
LESSOR: BUREAU OF LAND MANAGEMENT
LESSEE: FRANCES SEELY WEBB
LEASE DATE: 12/01/1955
RECORDED:

BOOK	PAGE	ENTRY	STATE	COUNTY
			WYOMING	SUBLETTE

DESCRIPTION:

T28N R112W, SEC.32, W/2E/2, SWSW,
T28N R112W, SEC.32, E/2W/2

WHEN RECORDED RETURN TO:
VINSON & ELKINS L.L.P.
First City Tower
1001 Fannin St., Suite 2300
Houston, TX 77002-6760
Attn: Linda Daugherty

Sublette County, Wyoming

MORTGAGE, LINE OF CREDIT MORTGAGE, DEED OF TRUST, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT AND FINANCING STATEMENT

FROM

ROYALTY REPOSITORY II, LLC, AS MORTGAGOR,
A DELAWARE LIMITED LIABILITY COMPANY, WHOSE ADDRESS IS:
500 WEST PUTNAM AVENUE, GREENWICH, CT 06830
(ORGANIZATIONAL I.D. NO. 3984165)

TO

PARIBAS NORTH AMERICA,
AS MORTGAGEE,
WHOSE ADDRESS IS:
1200 SMITH STREET, SUITE 3100, HOUSTON, TEXAS 77002
(TAXPAYER I.D. NO. 13-192-9559)

313947
313947

RECORDED Sept. 16 2005 10:30 AM
IN BOOK 130 OF G PAGE 676
FEES $ 92.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Easton

A CARBON, PHOTOGRAPHIC, OR OTHER REPRODUCTION OF THIS INSTRUMENT IS SUFFICIENT AS A FINANCING STATEMENT.

Hou:2385566.4

[redacted] [redacted] [redacted]

A POWER OF SALE HAS BEEN GRANTED IN THIS INSTRUMENT. IN CERTAIN STATES, A POWER OF SALE MAY ALLOW THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS 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 AS-EXTRACTED COLLATERAL AND 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 THE EXHIBITS 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 THE EXHIBITS HERETO. THE MORTGAGOR HAS AN INTEREST OF RECORD IN THE REAL ESTATE CONCERNED, WHICH INTEREST IS DESCRIBED IN THE EXHIBITS 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 THE EXHIBITS 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 INTERESTS IN THE REAL ESTATE CONCERNED. THIS INSTRUMENT IS ALSO TO BE INDEXED IN THE INDEX OF FINANCING STATEMENTS.

TABLE OF CONTENTS

Page

ARTICLE I
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Exhibit A - Hydrocarbon Property

MORTGAGE, LINE OF CREDIT MORTGAGE, DEED OF TRUST, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT AND FINANCING STATEMENT

This MORTGAGE, LINE OF CREDIT MORTGAGE, MORTGAGE, ASSIGNMENT OF AS-EXTRACTED COLLATERAL, SECURITY AGREEMENT AND FINANCING STATEMENT (this "Mortgage") is entered into as of the effective time and date hereinafter stated (the "Effective Date") by ROYALTY REPOSITORY II, LLC, a Delaware limited liability company, whose address is 500 West Putnam Avenue, Greenwich CT 06830 (the "Mortgagor"), in favor of PARIBAS NORTH AMERICA, INC., whose address is 1200 Smith Street, Suite 3100, Houston TX 77002, as collateral agent (in such capacity, together with its successors and assigns in such capacity, "Mortgagee"), and the Lenders and the other holders of the Indebtedness as defined herein.

RECITALS:

A. On even date herewith, Mortgagor, as borrower, the financial institutions from time to time party thereto (the "Lenders"), BNP Paribas, as administrative agent for the Lenders, and the other Agents party thereto, are executing a Credit Agreement (such agreement, as may from time to time be amended or supplemented, the "Credit Agreement") pursuant to which, upon the terms and conditions stated therein, the Lenders have agreed to make loans and extensions of credit to Mortgagor.

B. BNP Paribas and the Lenders have conditioned their obligations under the Credit Agreement upon the execution and delivery by Mortgagor of this Mortgage.

C. Therefore, in order to comply with the terms and conditions of the Credit Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby agrees as follows:

ARTICLE I
GRANT OF LIEN AND INDEBTEDNESS SECURED

Section 1.01 Grant of Liens. To secure payment of the Indebtedness (as hereinafter defined) and the performance of the covenants and obligations herein contained, Mortgagor does hereby MORTGAGE, ASSIGN, WARRANT, HYPOTHECATE and PLEDGE to Mortgagee with a POWER OF SALE (pursuant to Mortgage and applicable law), and grants a security interest in, the real and personal property, rights, titles, interests and estates described in the following Section 1.01(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 and other interests and estates and the lands and premises covered or affected thereby which are described on Exhibit A hereto (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.

(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 the Hydrocarbon Property; (ii) all presently existing or future unitization, communitization, pooling agreements and 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 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; (iv) all geological, geophysical, engineering, accounting, title, legal and other technical or business data concerning the Mortgaged Property, the Hydrocarbons or any other item of Property which are in the possession of any Mortgagor and in which such Mortgagor can grant a security interest without violating any restrictions on assignment therein, 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 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") 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 Hydrocarbon Property, the lands pooled or unitized therewith and Mortgagor's interests therein which are subjected or required to be subjected to the Liens and security interests of this Mortgage.

(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 by Mortgagor, held for use, or useful in connection with the development of any of such Hydrocarbon Property or the lands pooled or unitized therewith 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.

(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 Encumbrances (as hereinafter defined in Section 3.01) 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; 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 property of every kind and character which the Mortgagor has or at any time hereafter acquires, whether real or personal property, tangible or intangible, or mixed, all other interests of every kind and character which Mortgagor has or at any time hereafter acquires in and to the types and items of property and interests described in Section 1.01(a) through (f) preceding, all property which is used or useful in connection with the Mortgaged Property or otherwise, and the proceeds and products of all of the foregoing, whether now owned or hereafter acquired, including, without limitation:

(i) All present and future personal property;

(ii) All present and future increases, profits, combinations, reclassifications, improvements and products of, accessions, attachments and other additions to, tools, parts and equipment used in connection with, and substitutes and replacements for, all or any part of the Mortgaged Property described in this or any other clause of this Section 1.01(g);

(iii) All present and future As-extracted collateral, Accounts, Equipment, Inventory, contract rights, General Intangibles, Chattel Paper, Documents, Instruments, Fixtures, cash and noncash Proceeds and other rights arising from or by virtue of, or from the voluntary or involuntary sale or other disposition of, or collections with respect to, or insurance proceeds or unearned insurance premiums payable with respect to, or proceeds payable by virtue of warranty or other claims against manufacturers of, or claims against any other person or entity with respect to, all or any part of the Hydrocarbons or the Mortgaged Property; and

(iv) All present and future security for the payment to the Mortgagor of any of the Mortgaged Property and goods which gave or will give rise to any of such Mortgaged Property or are evidenced, identified, or represented therein or thereby.

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 Mortgagee and to Mortgagee's successors and assigns forever, upon the terms, provisions and conditions herein set forth.

Section 1.02 Grant of Security Interest. The Mortgagor hereby grants to the Mortgagee, for its benefit and the benefit of the Lenders, a security interest in and to all of the Mortgagor's right, title and interest in and to the following Mortgaged Property now owned or at any time hereafter acquired by the Mortgagor or in which the Mortgagor now has or at any time in the future may acquire any right, title or interest and whether now existing or hereafter coming into existence (collectively, the "Collateral") as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Indebtedness (as defined herein):

(1) all Accounts;

(2) all Chattel Paper (whether Tangible Chattel Paper or Electronic Chattel Paper);

(3) all Deposit Accounts other than payroll, withholding tax and other fiduciary Deposit Accounts;

(4) all Documents;

(5) all General Intangibles (including, without limitation, rights in and under any Swap Agreement) and all rights under insurance contracts and rights to insurance proceeds;

(6) all Instruments;

(7) all Goods (including, without limitation, all Inventory, all Equipment and all Fixtures relating to the Mortgaged Properties);

(8) all Letter-of-Credit Rights (whether or not the letter of credit is evidenced by a writing);

(9) all As-extracted collateral;

(10) all books and records pertaining to the Collateral;

(11) to the extent not otherwise included in the Collateral, the Mortgaged Property insofar as the Mortgaged Property consists of personal property of any kind or character; and

(12) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security, guarantees and other Supporting Obligations given with respect to any of the foregoing.

Section 1.03 Indebtedness Secured. This Mortgage is executed and delivered by Mortgagor to secure and enforce the following (collectively, the "Indebtedness"):

(a) Payment of and performance of any and all indebtedness, obligations and liabilities, including interest whether accruing pre-petition or post-petition, of the Mortgagor pursuant to the Credit Agreement or any other Loan Document, whether now existing or hereafter arising and being in the original principal amount of Forty Million and 00/100 United States Dollars (US $40,000,000.00) with final maturity on or before September 1, 2008.

(b) Any sums which may be advanced or paid by Mortgagee, BNP Paribas or the Lenders under the terms hereof or of the Credit Agreement or any Loan Document on account of the failure of the Mortgagor, or any of Mortgagor's Subsidiaries to comply with the covenants of Mortgagor contained herein or in the Credit Agreement or any other Loan Document; and all other indebtedness of the Mortgagor arising pursuant to the provisions of this Mortgage.

(c) Any additional loans or advances made by any Lender to or for the benefit of the Mortgagor or any other Subsidiary of the Mortgagor pursuant to the Credit Agreement or any other Loan Document (it being contemplated that the Lenders may lend additional sums to the Mortgagor pursuant to the Credit Agreement from time to time, but shall not be obligated to do so, and the Mortgagor agrees that the payment of any such additional loans shall be secured by this Mortgage).

(d) Payment of and performance of any and all present or future obligations of Mortgagor (or any Subsidiary of the Mortgagor with respect to Swap Agreements) under any Loan Document or Swap Agreement between the Mortgagor or any Subsidiary and any Lender or any Affiliate of any Lender while such Person (or, in the case of an Affiliate of a Lender, the Person affiliated therewith) is a Lender, to the Mortgagor, the Mortgagee, the Issuing Banks, the Lenders and each Affiliate of a Lender party to a Swap Agreement between such Affiliate and Mortgagor (or any Subsidiary of Mortgagor), including any Swap Agreement between such Persons in existence prior to the date hereof ("Secured Swap Agreements"). For the avoidance of doubt, a Swap Agreement ceases to be a Secured Swap Agreement under this Mortgage if the Person that is the counterparty to the Mortgagor or a Subsidiary under such Swap Agreement ceases to be a Lender under the Credit Agreement (or, in the case of an Affiliate of a Lender, the Person affiliated therewith ceases to be a Lender under the Credit Agreement).

(e) Performance of all Letter of Credit Agreements executed from time to time by Mortgagor or any Subsidiary of Mortgagor under or pursuant to the Credit Agreement and all reimbursement obligations for drawn or undrawn portions under any Letter of Credit now outstanding or hereafter issued under or pursuant to the Credit Agreement.

(f) All renewals, extensions, amendments and changes of, or substitutions or replacements for, all or any part of the Obligations described under Section 1.03 (a) through (f).

Section 1.04 Pro Rata Benefit. This Mortgage is executed and granted for the pro rata benefit and security of the Lenders, any Person secured hereby and any and all future holders of an interest in the Indebtedness and the interest thereon for so long as same remains unpaid and thereafter for so long as any Lender or any Person secured hereby (or any Lender Affiliate) has any obligations under the Credit Agreement or any Secured Swap Agreement to lend money or issue Letters of Credit in favor of Mortgagor or has any obligations under any Secured Swap Agreements or until the Liens hereby created are released by the Mortgagee or such Person; it being understood and agreed that possession of any Note (or any replacements of any said Note) at any time by Mortgagor shall not in any manner extinguish the Indebtedness, such Notes or this Mortgage securing payment thereof, and the Mortgagor shall have the right to issue and reissue any of the Notes from time to time as its interest or as convenience may require, without in any manner extinguishing or affecting the Indebtedness, the obligations under any of the Notes, or the security of this Mortgage.

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 Credit Agreement, and any capitalized or uncapitalized terms which are defined in the Uniform Commercial Code on the date hereof shall have the meaning assigned thereto. As used herein, "Uniform Commercial Code" means the Uniform Commercial Code presently in effect in the State of Wyoming, as the same may be amended from time to time, and any successor statute thereto, except to the extent that the Uniform Commercial Code of some other jurisdiction applies mandatorily.

ARTICLE II
ASSIGNMENT OF AS-EXTRACTED COLLATERAL

Section 2.01 Assignment. (a) The Mortgagor has absolutely and unconditionally assigned, transferred, conveyed and granted a security interest, and does hereby absolutely and unconditionally assign, transfer, convey and grant a security interest unto the Mortgagee, its successors and assigns, in and to:

(i) its As-extracted collateral located in or relating to Oil and Gas Properties located in the county where this Mortgage is filed, including without limitation, all As-extracted collateral relating to the Hydrocarbon Properties, the Hydrocarbons and all products obtained or processed therefrom;

(ii) the revenues and proceeds now and hereafter attributable to such Oil and Gas Properties, Hydrocarbon Properties, including the Hydrocarbons, and said products and all payments in lieu, such as "take or pay" payments or settlements; and

(iii) all amounts and proceeds hereafter payable to or to become payable to Mortgagor or now or hereafter relating to any part of the subject interests or the surface rights and all amounts, sums, monies, revenues and income which become payable to the Mortgagor from, or with respect to, any of the Mortgaged Property, present or future, now or hereafter constituting a part of the Mortgaged Property.

(b) 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 the Mortgagee, free and clear of all taxes, charges, costs, and expenses; and all such revenues and proceeds shall be paid directly to the Mortgagee, at its banking offices in Houston, Harris County, Texas with no duty or obligation of any party paying the same to inquire into the rights of the Mortgagee to receive the same, what application is made thereof, or as to any other matter. The Mortgagor agrees to perform all such acts, and to execute all such further assignments, transfers and division orders, and other instruments as may be required or desired by the Mortgagee or any party in order to have said proceeds and revenues so paid to the Mortgagee. In addition to any and all rights of a secured party under Sections 9-607 and 9-609 of the Uniform Commercial Code, the Mortgagee is fully authorized to receive and receipt for said revenues and proceeds; to endorse and cash any and all checks and drafts payable to the order of the Mortgagor or the Mortgagee for the account of the Mortgagor received from or in connection with said revenues or proceeds and to hold the proceeds thereof in a bank account as additional collateral securing the Indebtedness; and to execute transfer and division orders in the name of the Mortgagor, or otherwise, with warranties binding the Mortgagor. During the continuation of an Event of Default, all proceeds received by the Mortgagee pursuant to this grant and assignment shall be at the Mortgagee's sole discretion either remitted to the Mortgagor or applied as provided in Section 4.13. The Mortgagee shall not be liable for any delay, neglect, or failure to effect collection of any proceeds or to take any other action in connection therewith or hereunder; but the Mortgagee shall have the right, at its election, in the name of the Mortgagor or otherwise, to prosecute and defend any and all actions or legal proceedings deemed advisable by the Mortgagee in order to collect such funds and to protect the interests of the Mortgagee, and/or the Mortgagor, with all costs, expenses and attorneys' fees incurred in connection therewith being paid by the Mortgagor. The Mortgagor hereby appoints the Mortgagee as its attorney-in-fact to pursue any and all rights of the Mortgagor to Liens on and security interests in the Hydrocarbons securing payment of proceeds of runs attributable to the Hydrocarbons. In addition to the rights granted to the Mortgagee in Section 1.01 of this Mortgage, the Mortgagor hereby further transfers and assigns to the Mortgagee any and all such Liens, security interests, financing statements or similar interests of the 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. The power of attorney granted to the 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. Until such time as an Event of Default has occurred and is continuing, the Mortgagee hereby grants to the Mortgagor a license to sell and receive proceeds from the sale of Hydrocarbons, which license shall automatically terminate upon such Event of Default and for so long as the same continues.

Section 2.02 No Modification of Payment Obligations. Nothing herein contained shall modify or otherwise alter the obligation of Mortgagor to make prompt payment of all principal and interest owing on the Indebtedness when and as the same become due regardless of whether the proceeds of the Hydrocarbons 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. Nothing in this Article II is intended to be an acceptance of collateral in satisfaction of the Indebtedness.

ARTICLE III
REPRESENTATIONS, WARRANTIES AND COVENANTS

Mortgagor hereby represents, warrants and covenants as follows:

Section 3.01 Title. To the extent of the undivided interests specified on attached Exhibit A, Mortgagor has good and defensible title to and is possessed of the Mortgaged Property. The Mortgaged Property is free of any and all Liens except Liens permitted to be placed on the Mortgaged Properties under Section 9.03 of the Credit Agreement (collectively, the "Permitted Encumbrances").

Section 3.02 Defend Title. This Mortgage is, and always will be kept, a direct first priority Lien and security interest upon the Mortgaged Property subject only to Permitted Encumbrances (and no intent to subordinate the first priority of the Liens created hereby is intended or inferred), and Mortgagor will not create or suffer to be created or permit to exist any Lien, security interest or charge prior 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 other than Permitted Encumbrances, 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 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 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 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 Power to Create Lien and Security. The Mortgagor has full power and lawful authority to grant, bargain, sell, assign, transfer and convey a security interest in all of the Mortgaged Property and the Collateral in the manner and form herein provided. No authorization, approval, consent or waiver of any lessor, sublessor, Governmental Authority or other party or parties whomsoever is required in connection with the execution and delivery by Mortgagor of this Mortgage except to the extent the approval or consent of the Department of the Interior, United States of America or similar Governmental Authority, as the case may be, is required by applicable law or regulation to the transfer or assignment of an interest in any of the Mortgaged Property.

Section 3.05 Revenue and Cost Bearing Interest. Mortgagor's ownership of the Hydrocarbon Property and the undivided interests therein as specified on attached Exhibit A will, after giving full effect to all Permitted Encumbrances, afford Mortgagor not less than those net

interests (expressed as a fraction, percentage or decimal) in the production from or which is allocated to such Hydrocarbon Property.

Section 3.06 Abandon, Sales. Mortgagor will not sell, lease, assign, transfer or otherwise dispose or abandon any of the Mortgaged Property except as permitted by the Credit Agreement.

Section 3.07 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, Mortgagee, in Mortgagor's name or its or their own name, may, but shall not be obligated to, perform or cause to perform 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, and Mortgagee, 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 Mortgagee pursuant to this Mortgage shall bear interest from the date of such expenditure or payment to such Person until paid at the Post-Default Rate, and all such amounts together with such interest thereon shall be a part of the Indebtedness described in Section 1.03 hereof.

ARTICLE IV
RIGHTS AND REMEDIES

Section 4.01 Event of Default. An "Event of Default" under the Credit Agreement shall be an Event of Default under this Mortgage.

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 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 Mortgagee'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 Mortgagee 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 Mortgagee. 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 Mortgagee to have physically present, or to have

constructive possession of, the Mortgaged Property (Mortgagor hereby covenanting and agreeing to deliver to Mortgagee any portion of the Mortgaged Property not actually or constructively possessed by Mortgagee immediately upon demand by Mortgagee) 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 Mortgagee shall contain a general warranty of title, binding upon Mortgagor and their successors and assigns, (iii) each and every recital contained in any instrument of conveyance made by Mortgagee 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, (iv) any and all prerequisites to the validity thereof shall be conclusively presumed to have been performed, (v) the receipt of Mortgagee 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 4.13 hereof) in lieu of cash payment.

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW MORTGAGEE TO TAKE THE MORTGAGED PROPERTIES AND SELL THEM WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY MORTGAGOR UNDER THIS MORTGAGE.

WARNING: THIS MORTGAGE CONTAINS A POWER OF SALE AND UPON DEFAULT MAY BE FORECLOSED BY ADVERTISEMENT. IN FORECLOSURE BY ADVERTISEMENT AND THE SALE OF THE MORTGAGED PROPERTY IN CONNECTION THEREWITH, NO HEARING IS REQUIRED.

(b) If an Event of Default shall occur and be continuing, this Mortgage may be foreclosed as to the Mortgaged Properties, or any part thereof, in any manner permitted by applicable law. Cumulative of the foregoing and the other provisions of this Section 4.02, as to any portion of the Mortgaged Properties located within the offshore area over which the United States of America asserts jurisdiction and to which the laws of such state are applicable with respect to this Mortgage and/or the Liens or security interests created hereby, the Mortgagee may foreclose this Mortgage by executory process subject to, and on the terms and conditions required or permitted by, applicable law, and shall have the right to appoint a keeper of such Mortgaged Properties.

Section 4.03 Judicial Foreclosure; Receivership. If any of the Indebtedness shall become due and payable and shall not be promptly paid, 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 appointment of a receiver pending any foreclosure hereunder or the sale of the Mortgaged Property under the order of a court or courts of competent jurisdiction or under executory or other legal process, or for the enforcement of any other appropriate legal or equitable remedy. Any money advanced by Mortgagee in connection with any such receivership shall be a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to the Mortgagee and shall bear interest from the date of making such advance by Mortgagee until paid at the at the rate per annum charged on amounts not paid when due under Section 3.02(c) of the Credit Agreement.

Section 4.04 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 proceeding 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 4.05 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 4.06 Possession of Mortgaged Property. Mortgagor agrees to the full extent that they 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, 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, Mortgagee 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 Mortgagee shall deem best. All costs, expenses and liabilities of every character incurred by 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 Mortgagee and shall bear interest from date of

expenditure until paid at the Post Default Rate, all of which shall constitute a portion of the Indebtedness and shall be secured by this Mortgage and all other Security Instruments.

Section 4.07 Occupancy After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale any Mortgagor or Mortgagor's heirs, devisees, representatives, successors or assigns or any other person claiming any interest in the Mortgaged Property by, through or under any 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 4.08 Remedies Cumulative, Concurrent and Nonexclusive. Every right, power and remedy herein given to 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 Uniform Commercial Code 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 the 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 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 4.09 No Release of Obligations. Neither Mortgagor, 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 Mortgagee 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 Credit Agreement; (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 Guarantor or such other Person, and in such event Mortgagor, 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 Credit Agreement.

Section 4.10 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 in such order and manner as Mortgagee may elect.

Section 4.11 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; (b) all notices of any Event of Default or of Mortgagee's intention to accelerate maturity of the Indebtedness or of Mortgagee's election to exercise or his actual exercise of any right, remedy or recourse provided for hereunder or under the Credit Agreement; 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; 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.

Section 4.12 Discontinuance of Proceedings. In case Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted hereunder or under the Credit Agreement 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 Credit Agreement, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee shall continue as if same had never been invoked.

Section 4.13 Application of Proceeds. The proceeds of any sale of the Mortgaged Property or any part thereof and all other monies received by 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 extent permitted by applicable law, to the payment of all reasonable expenses incurred by Mortgagee incident to the enforcement of this Mortgage, the Credit Agreement or any of the Indebtedness (including, without 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 employees and legal fees), and to the payment of all other reasonable charges, expenses, liabilities and advances incurred or made by Mortgagee under this Mortgage or in executing any trust or power hereunder;

(b) Second, as set forth in Section 10.02(c) of the Credit Agreement.

Section 4.14 Indemnity. **IN CONNECTION WITH ANY ACTION TAKEN BY MORTGAGEE, ANY PERSON SECURED HEREBY AND/OR ANY LENDER PURSUANT TO THIS MORTGAGE, MORTGAGEE AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, ATTORNEYS, ACCOUNTANTS AND EXPERTS ("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 WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF AN INDEMNIFIED PARTY, NOR SHALL MORTGAGEE, ANY PERSON SECURED HEREBY AND/OR ANY LENDER 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 MORTGAGEE, ANY PERSON SECURED HEREBY AND/OR ANY LENDER 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 MORTGAGEE, ANY PERSON SECURED HEREBY AND/OR ANY LENDER AND SHALL BEAR INTEREST FROM THE DATE EXPENDED UNTIL PAID AT THE POST-DEFAULT RATE, 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 MORTGAGEE, ANY PERSON SECURED HEREBY AND/OR ANY LENDERS WITH RESPECT TO THE MORTGAGED PROPERTY TAKEN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS MORTGAGE. THE LIABILITIES OF THE MORTGAGOR AS SET FORTH IN THIS SECTION 4.16 SHALL SURVIVE THE TERMINATION OF THIS MORTGAGE.**

ARTICLE V
MISCELLANEOUS

Section 5.01 Instrument Construed. 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 5.02 Release of Mortgage. If all Indebtedness secured hereby shall be paid and the Credit Agreement and all of the Commitments thereunder 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 5.03 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 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 5.04 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 Mortgagee and Mortgagor shall be deemed to include the respective heirs, legal representatives, successors and assigns of such parties.

Section 5.05 Satisfaction of Prior Encumbrance. To the extent that proceeds of the Credit Agreement 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 5.06 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 5.07 Notices. All notices, requests, consents, demands and other communications required or permitted hereunder shall be in writing and shall be deemed sufficiently given or furnished if delivered by registered or certified United States mail, postage prepaid, or by personal service (including express or courier service) at the addresses specified in Section 12.01 of the Credit Agreement (unless changed by similar notice in writing given by the particular party whose address is to be changed). Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery at the address and in the manner provided herein, upon receipt; provided that, service of notice as required by the laws of any state in which portions of the Mortgaged Property may be situated shall for all purposes be deemed appropriate and sufficient with the giving of such notice.

Section 5.08 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 county, descriptions of only those portions of the Mortgaged Property located in the county 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 Delaware 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.

Section 5.09 Governing Law. Insofar as permitted by otherwise applicable law, this Mortgage and the indebtedness shall be construed under and governed by the laws of the State of Wyoming (excluding choice of law and conflict of law rules).

Section 5.10 Financing Statement; Fixture Filing. This Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Mortgaged Property and is to be filed or filed for record in the real estate records of each jurisdiction where any part of the Mortgaged Property (including said fixtures) are situated. This Mortgage shall also be effective as a financing statement covering As-extracted collateral, including minerals or the like (including oil and gas and all other substances of value which may be extracted from the ground) and accounts financed at the wellhead or minehead of wells or mines located on the properties subject to the Uniform Commercial Code and is to be filed for record in the real estate records of each jurisdiction where any part of the Mortgaged Property is situated. In addition, Mortgagor shall execute and deliver to Mortgagee, upon Mortgagee's request, any financing statements or amendments thereof or continuation statements thereto that Mortgagee may require to perfect a security interest in said items or types of property. Mortgagor shall pay all costs of filing such instruments.

Section 5.11 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 5.12 References. The words "herein," "hereof," "hereunder" and other words of similar import when used in this Mortgage refer to this Mortgage as a whole, and not to any particular article, section or subsection. Any reference herein to a Section shall be deemed to refer to the applicable Section of this Mortgage unless otherwise stated herein. Any reference herein to an exhibit or schedule shall be deemed to refer to the applicable exhibit or schedule attached hereto unless otherwise stated herein. Each reference to the phrase "any Person secured hereby" in this Mortgage shall include the counterparties to the Secured Swap Agreements.

Executed on August 29th, 2005, to be effective as of the 1st day of September, 2005 (the "Effective Date").

ROYALTY REPOSITORY II, LLC

By: _____
Vasilis Mouratoff,
Vice President

STATE OF California §
§
COUNTY OF San Diego §

The foregoing instrument was acknowledged before me by Vasilis Mouratoff, as Vice President of Royalty Repository II, LLC, a Delaware limited liability company, this 29 day of August, 2005.

Witness my hand and official seal.

Notary Public

My Commission Expires: July 6 2006

[SEAL]

CHARLENE M. FISHER
COMM. #1364043
Notary Public-California
SAN DIEGO COUNTY
My Comm. Exp. July 6, 2006

[redacted]

EXHIBIT A

Hydrocarbon Property

See the attached.

EXHIBIT "A" PAGE 1

AMOCO USA AC #1 (491227-005)
AMOCO USA AK (491227-006)
AMOCO USA AM (491227-007)

LEASE NUMBER: WY-000000-000557-000
LESSOR: BUREAU OF LAND MANAGEMENT
LESSEE: JAMES F LACOY & MILDRED H LACOY, TRSTEES OF LACOY FAMILY
LEASE DATE: 04/01/1974
RECORDED:

BOOK	PAGE	ENTRY	STATE	COUNTY
000	000		WYOMING	SUBLETTE

DESCRIPTION:
T27N R111W, SEC.6: LOTS 1-4, E/2W/2
T27N R111W, SEC.7: LOTS 1-4, E/2W/2

700

EXHIBIT "A"

AMOCO USA AI (491326-253)

LEASE NUMBER: WY-000000-000557-000
LESSOR: BUREAU OF LAND MANAGEMENT
LESSEE: JAMES F LACOY & MILDRED H LACOY, TRSTEES OF LACOY FAMILY
LEASE DATE: 04/01/1974
RECORDED:

BOOK	PAGE	ENTRY	STATE	COUNTY
000	000		WYOMING	SUBLETTE

DESCRIPTION:
T27N R111W, SEC.6: LOTS 1-4, E/2W/2
T27N R111W, SEC.7: LOTS 1-4, E/2W/2

EXHIBIT "A" PAGE 1

CASTLE CREEK 23-16A (491326-308)

LEASE NUMBER: WY-000000-000548-000
LESSOR: WYOMING STATE LAND AND FARM LOAN OFFICE
LESSEE: WILLIAM C KIRKWOOD
LEASE DATE: 10/02/1971
RECORDED:

BOOK	PAGE	ENTRY	STATE	COUNTY
			WYOMING	SUBLETTE

DESCRIPTION:
T32N R114W, SEC.16, MERIDIAN: , ALL

EXHIBIT "A"

CASTLE CREEK UNIT (491326-027)

LEASE NUMBER: WY-000000-000439-000
LESSOR: BUREAU OF LAND MANAGEMENT
LESSEE: RUTH E PENNINGTON
LEASE DATE: 10/01/1972
RECORDED:

BOOK	PAGE	ENTRY	STATE	COUNTY
000	000		WYOMING	SUBLETTE

DESCRIPTION:

T32N R114W, SEC.9, LOTS 1-4,
T32N R114W, SEC.9, S/2N/2, S/2
T32N R114W, SEC.21, NE, NESE
T32N R114W, SEC.22, ALL
T32N R114W, SEC.23, W/2
T32N R114W, SEC.26, NW
T32N R114W, SEC.21, W/2SE, SESE

[redacted] [redacted] [redacted]

EXHIBIT "A" PAGE 1

LONG ISLAND UNIT (491326-UO4)

LEASE NUMBER: WY-000000-000211-000
LESSOR: BUREAU OF LAND MANAGEMENT
LESSEE: WILLIAM R. INGEBRETSEN
LEASE DATE: 08/01/1956

RECORDED:	BOOK	PAGE	ENTRY	STATE	COUNTY
				WYOMING	SUBLETTE

DESCRIPTION:
T29N R112W, SEC.24, E/2, E/2NW
T29N R112W, SEC.25, S/2, S/2N/2, N/2NE
T29N R112W, SEC.35, ALL

LEASE NUMBER: WY-000000-000657-000
LESSOR: BUREAU OF LAND MANAGEMENT
LESSEE: WILLIAM R. INGEBRETSEN
LEASE DATE: 08/01/1956

RECORDED:	BOOK	PAGE	ENTRY	STATE	COUNTY
				WYOMING	SUBLETTE

DESCRIPTION:
T29N R112W, SEC.13, SE, S/2SW
T29N R112W, SEC.24, W/2NW, SW
T29N R112W, SEC.25, N/2NW

[redacted]

EXHIBIT "A" PAGE 1

MCDONALD DRAW UNIT (491326-U03)

LEASE NUMBER: WY-000000-001133-000
LESSOR: BUREAU OF LAND MANAGEMENT
LESSEE: FRANCES SEELY WEBB
LEASE DATE: 12/01/1955

RECORDED:	BOOK	PAGE	ENTRY	STATE	COUNTY
				WYOMING	SUBLETTE

DESCRIPTION:
T28N R112W, SEC.32, W/2E/2, SWSW,
T28N R112W, SEC.32, E/2W/2

[redacted]

WY-1378

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

02 JUN -6 AM 11:19

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

Lease Serial No.
WYW-130234

Lease Effective Date
(Anniversary Date)
4-1-94

New Serial No.

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 - 1 025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S. C. 65 08)

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Ultra Resources, Inc. **59.5%**
Street 304 Inverness Way South, Suite 295
City, State, ZIP Code Englewood, CO 80112

Lance Oil & Gas Company Inc. **10.5%**
12200 N. Pecos Street
Denver, CO 80234

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

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

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

2. This assignment conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 33 North, Range 109 West 313974 Sec 8: SE, NW Sublette County, Wyoming	70%	70%	0%	0%	OF RECORD

RECORDED Sept. 19 2005 8:40 AM
IN BOOK 130 046 PAGE 705
FEES $ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cathy Scofield

FOR BLM USE ONLY-DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

FOR ASSIGNEE

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

✓ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective JUL 1 2002

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

/s/ Theresa M. Stevens
(Authorized Officer)

LAND LAW EXAMINER JUN 06 2002
(Title) (Date)

[redacted]

705

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 show 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 lea (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 31 00 or 3200) mid 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. Assignees 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 17th day of June 2002 **Executed** this 5th day of June 2002

Name of Assignor as shown on current lease **Shell Rocky Mountain Production LLC** **Ultra Resources, Inc.**

Assignor By:

(Signature)

or

Attorney-in-fact By: D. C. Eudaly

Assignee

Attorney-in-fact Robin Burke

Lance Oil & Gas Company, Inc.

200 North Dairy Ashford
Houston (City) TX (State) 77079 (Zip Code)

Assignee

or Attorney-in-fact

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form Direct comments regarding the burden estimate or soy other aspect of this form to US. Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-1110), Denver Federal Center, Building 40, P 0. 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

[redacted] [redacted] [redacted]

STATE OF TEXAS)
)§
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 4th day of June, 2002, by **B. O. EUBANKS, ATTORNEY–IN-FACT FOR SHELL ROCKY MOUNTAIN PRODUCTION, LLC**, a limited liability company..

Witness my hand and official seal.

Notary Public

SEAL

My commission expires: 6-14-2005

****

STATE OF [illegible])
)§
COUNTY OF [illegible])

The foregoing instrument was acknowledged before me this 5TH day of JUNE, 2002 by [illegible] as ATTORNEY IN FACT for [illegible], a [illegible] corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

My commission expires: [illegible]

****

STATE OF [illegible])
)§
COUNTY OF [illegible])

The foregoing instrument was acknowledged before me this [illegible] day of [illegible], 20[illegible] by [illegible] as [illegible] for [illegible], a [illegible] corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

SEAL

My commission expires: [illegible]

My Commission [illegible]

703

STATE OF WYOMING

State Loan & Investment Board

ASSIGNMENT OF OIL AND GAS LEASE AND SUBORDINATION AGREEMENT
(With Right to Collect Rents)

==========

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, THE STATE LOAN & INVESTMENT BOARD of the State of Wyoming, hereinafter called LENDER, is the owner and holder of a note and mortgage in the amount of $222,000.00 DOLLARS, dated April 5, 1984, executed by Gordon W. Bray and Beth A. Bray, H/W, recorded in Book 41, Page 440 of the records of Sublette County, Wyoming and,

WHEREAS, most of the property and all of the oil, gas or mineral rights in connection therewith covered by said mortgage, to wit: (LANDS COVERED BY LEASE)

Township 30 North, Range 112 West
Section 26: W/2SW/4, SW/4NW/4
Section 27: S/2NE/4, N/2SE/4, SE/4SE/4
Section 34: N/2NE/4, E/2NW/4

314114

RECORDED Sept. 23 2005 3:45 PM
IN BOOK 130 046 PAGE 703
FEES $ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

containing 480.0 acres, more or less, has been leased by Gordon W. Bray and Beth A. Bray of Big Piney, Wyoming, hereinafter called OWNER, whether one or more, tc Berco Resources, LLC, a Colorado Company, hereinafter called LESSEE, by lease dated February 27, 2001, and OWNER and LESSEE desire LENDER to subordinate its said mortgage to said lease and LENDER, as a condition to effecting such subordination, requires that OWNER, (a) Assign to LENDER said lease together with all rents (as hereinafter defined) payable under said lease, (b) Covenant and agree with LENDER as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and in further consideration of Ten Dollars, receipt of which is hereby acknowledged, the LENDER and OWNER hereby agree to the terms and conditions of the reverse of this lease assignment and subordination agreement.

IN WITNESS WHEREOF, LENDER has executed this instrument by its officers thereunto duly authorized and has affixed its official seal and OWNER has signed this instrument, all on or as of the 17th day of March, 2005.

STATE LOAN & INVESTMENT BOARD

By: _____
Director

Owner: _____
Gordon W. Bray

_____
Beth A. Bray

= = = = = = = = = = = =

STATE OF WYOMING)
) ss.
COUNTY OF _____)

RECEPTION NO. _____

This instrument was filed for record at _____ o'clock _____ M. on the _____ day of _____ A.D., 2005, and duly recorded in Book _____ on Page _____.

Photographed _____
Indexed _____
Abstracted _____
Checked _____

Fees: $_____

_____
County Clerk or Register of Deeds

By: _____
Deputy

1. OWNER assigns to LENDER said lease and all rents, which may be due or which from time to time may become due, under the terms thereof, with the right at LENDER'S option, at any time and from time to time, upon default, to demand and receive the same, and after payment of all LENDER'S reasonable expenses, including reasonable attorney's fees, incurred in acting pursuant to this agreement, to apply the balance of said rents, at LENDER'S option, either to the principal of said note and mortgage or to the payment of any payments actually received, provided, however, that no application by LENDER of any rents shall be considered performance in part or in full of any of OWNER'S obligation under said note and mortgage or any other instrument securing said note (including the obligation to pay installments of principal and interest as they fall due). This assignment is absolute and unconditional and takes effect only upon default under or with respect to said note and mortgage or any other instrument securing said note.

2. The OWNER hereby warrants to LENDER that (a) he has not executed any prior assignment of said lease or of the rents to accrue thereunder, and that he has not performed any acts or executed any other instrument which might prevent LENDER from operating under any of the terms and provisions of this assignment, or which would limit LENDER in such operation; (b) said lease is now in full force and effect according to its original terms and that there is no default now existing thereunder; and (c) he will not, without the written consent of LENDER first had and obtained, (1) reduce the rents or accept payment of any rents in advance of the due date thereof; (2) modify said lease in any way or grant any concession in connection therewith.

3. LENDER agrees with, and for the benefit of said LESSEE that the lien of said mortgage is hereby made and hereafter shall be subordinate to the rights of said LESSEE, as set out and defined in said lease, for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and other minerals and to save, care for, treat, transport and own said products for and during the term of said lease, it being expressly understood and agreed that such subordination shall in no manner affect the rights, lien or interest of the LENDER otherwise, and LENDER authorizes and directs LESSEE to pay to OWNER all rents accruing under said lease until demand in writing therefore is made of LESSEE by LENDER, provided, however, that the failure of LESSEE to pay to LENDER, upon demand as provided herein, all rents then accrued and unpaid and all rents thereafter accruing ipso facto shall forfeit and terminate this subordination and render it null and void and shall fully release LENDER from the effects of such subordination to the same extent as though no subordination had been executed by LENDER.

4. Unless sooner terminated under paragraph 3 hereof, this assignment shall remain in full force during the term of said note and mortgage and any renewal or extension thereof shall terminate and become null and void upon the release of said mortgage.

5. The term "rents" shall include rents, royalties, issues, profits, bonuses, damages and revenue of every kind, nature and description that OWNER as lessor is entitled to receive from LESSEE under said lease, including, but not limited to, any consideration of monies received by OWNER for the cancellation or surrender of any lease. The term "mortgage" shall be constructed to include deed of trust.

6. This assignment and subordination and agreements herein contained shall inure to and bind the respective heirs, legatees, devisees, personal representatives, successors and assigns of OWNER, LENDER, and LESSEE.

STATE OF WYOMING)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me by _____, this _____ day of March, 2005.

Witness my hand and official seal.

_____
Title of Officer

My Commission expires:

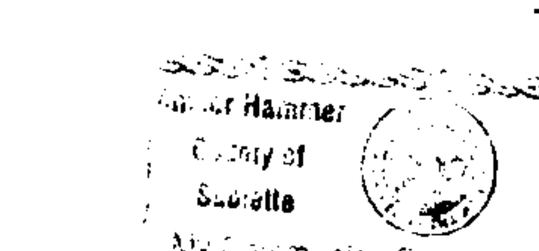
STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by, Lynne Boomgaarden, the Director of the State Loan & Investment Board, this 14th day of April, 2005.

Witness my hand and official seal.

Lynne C. Vigil
Title of Officer

My Commission expires:



ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

THIS ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS (the "Assignment") made effective as of 7:00 a.m. on the 1st day of April, 2005 ("Effective Time"), is from **James W. Curry**, and his wife, **Janet B. Curry**, of Casper, Wyoming (hereinafter sometimes collectively referred to as "Assignors"), to **Curco Resources Limited Partnership**, 1916 Rustic Drive, Casper, Wyoming 82609 (hereinafter referred to as "Assignee").

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignors, Assignors hereby grant, bargain, sell, convey, assign and transfer unto Assignee all of Assignors' right, title and interest in and to all overriding royalties on all oil, gas and other hydrocarbon substances produced, saved and marketed from the leases and lands described in Exhibit "A", attached hereto and made a part hereof, and in any and all other leases and lands located in Sublette County, Wyoming in which Assignors may own an overriding royalty in the oil, gas and other hydrocarbon substances produced, saved and marketed therefrom, whether or not said leases or lands are described in Exhibit "A". It is Assignors intent to assign all overriding royalties they may own in leases and lands located in Sublette County, Wyoming, wherever located and whether or not described in Exhbit "A".

Assignors acknowledge that the overriding royalties assigned herein are held of record in the name of James W. Curry, and that Janet B. Curry joins in the execution of this Assignment for the purpose of waiving any inchoate spousal rights in and to said overriding royalties.

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

IN WITNESS WHEREOF the Assignors execute this instrument on the date set forth in the acknowledgment, to be effective for all purposes as of the Effective Time.

James W. Curry
James W. Curry

Janet B. Curry
Janet B. Curry

STATE OF WYOMING)
)ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 22 day of September, 2005, by James W. Curry and Janet B. Curry, husband and wife.

Witness my hand and official seal.

Stephanie Theriot
Notary Public

My commission expires:
Apr. 27, 2009

NOTARY PUBLIC
STEPHANIE A. THERIOT
STATE OF WYOMING
COUNTY OF NATRONA
My Commission Expires Apr 27, 2009

314205

RECORDED Sept 29 **20**05 9:10 A **M**
IN BOOK 130 Off **PAGE** 705
FEES $ 11.00 **COUNTY CLERK**
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracy L Hoke

[redacted] [redacted] [redacted]

EXHIBIT "A"

Attached to and made a part of the Assignment of Overriding Royalty Interests dated effective April 1, 2005, from James W. Curry, et ux, to Curco Resources Limited Partnership

Leases and Lands

1.	Lessor:	USA: WYW-142261
	Lessee:	Snyder Oil Corp.
	Effective Date:	8-1-97
	Description:	Township 29 North, Range 107 West, 6th P.M. Section 7: N/2NE Section 8: NW Section 9: N/2N/2 Section 10: N/2NW Containing 480.00 acres, more or less
	Recording:	Book 115 O&G, Page 131 of Sublette County records
2.	Lessor:	USA: WYW-150655
	Lessee:	McMurry Oil Company
	Effective Date:	8-1-94
	Description:	Township 29 North, Range 107 West, 6th P.M. Section 4: Lots 1, 2, S/2NE, SW Section 5: Lots 1, 2, S/2NE, SW Section 6: Lots 1, 2, 6, S/2NE, E/2SW Section 10: SWNW Township 30 North, Range 107 West, 6th P.M. Section 30: SW, NE Containing 1,120.13 acres, more or less
	Recording:	Book 97 O&G, Page 457 of Sublette County records

706

314211

RECORDED Sept. 29 2005 11:40 AM
IN BOOK 130 O&G PAGE 707
FEES $ 17.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Louise Freeman

STATE OF WYOMING)
)
COUNTY OF SWEETWATER)

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment, Bill of Sale and Conveyance ("Assignment"), dated to be effective as of February 7, 2003, at 7:00 a.m. local time (the "Effective Date"), is from **Yates Petroleum Corporation,** P.O. Box 1395, Artesia, New Mexico 88211-1395 (hereinafter called "Assignor") to **Crown Oil & Gas Company, Inc.**, P.O. Box 519, Casper, Wyoming 83113 (hereinafter called "Assignee")'

This Assignment is made in confirmation and clarification of that certain Assignment, Bill of Sale and Conveyance, dated as of February 7, 2003 (recorded on April 14, 2003, in Book 124 O&G, at Page 487, Sublette County, Wyoming real property records), between Assignor and Assignee (the "Original Assignment").

For the consideration recited in the Original Assignment from Assignor to Assignee, and for no other consideration, Assignor hereby grants and regrants, bargains and rebargains, sells and resells, conveys and reconveys, transfers and retransfers, assigns and reassigns, delivers and redelivers, confirms and reconfirms, unto Assignee, its successors and assigns forever, the following (whether or not described in the Original Assignment and all of which are herein called the "Interests"):

1. All of Assignor's right, title and interest in and to the wells and that portion of oil and gas leases described on Exhibit "A" attached hereto (the "Wells" and/or "Leases") insofar as the Leases cover the lands (the "Lands") described on Exhibit "A," together with all property and rights appurtenant or incident thereto, including, without limitation, (a) the rights of Assignor in oil, gas and associated substances and other minerals produced or producible from or attributable to the Well, and (b) the corresponding rights of the Assignor I, to and under all operating agreements, exploration agreements, pooling, unitization or communitization agreements, farmout agreements, product purchase and sale contracts, pipeline and transportation agreements, processing and treatment agreements, leases, permits, right-of-way, easements, licenses, option, orders, contracts and instruments relation to the Well; and

2. All of Assignor's right, title and interest in and to all of the personal property, fixtures, improvements and other property, situated on the Well, appurtenant to or used or obtained by Assignor exclusively in connection with the Well or with the production, injection, treatment, sale or disposal of hydrocarbons and all other substances produced therefrom or attributable thereto, including without limitation well equipment, casing, surface equipment, and all other appurtenances thereunto belonging;

All of the above are referred to collectively as the "Interests."

The Interests are assigned to Assignee subject to, and Assignee hereby assumes, Assignor's proportionate share of all burdens, restrictions, reservations or obligations of record as of the Effective Date.

Subsequent to the Effective Date, Assignee shall assume full responsibility for the interests and shall protect, defend, indemnify and hold Assignor, its officers, directors, employees and agents, harmless from and against any and all losses, claims, and demands, caused by or arising out of the ownership or operations conducted on the Interests subsequent to the Effective Date including, but not limited to, well plugging and lease restoration costs.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent to transferable or permitted by law, the benefit of and the right to enforce the representations, warranties and covenants, if any, which Assignor is entitles to enforce with respect to the Interests against Assignor's predecessors in title to the Interests, but only to the extent not enforced by Assignor.

The Assignment is binding on and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

EXECUTED on the dates set forth below to be effective as of the Effective Date.

ASSIGNOR	**ASSIGNEE**
YATES PETROEUM CORPORATION	CROWN OIL & GAS COMPANY, INC.
By: John Yates Jr.	By:
Name: John A. Yates, Jr.	David W. Neher, President
Title: Vice-President	Date: 9-27-05
Date: 9/22/05	

708

709

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

Before me, the undersigned authority, on this 22nd day of September 2005, personally appeared John A. Yates, Jr., as Vice-President of Yates Petroleum Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of such corporation.

Given under my hand and seal of office as of the day and year above written.

My commission expires: 8/22/09

OFFICIAL SEAL
Paula J. Baker
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 8-22-09

Paula J. Baker
NOTARY PUBLIC

[S E A L]

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

Before me, the undersigned authority, on this 27th day of September 2005, personally appeared DAVID W. NEHER, as President of Crown Oil & Gas Company, Inc., 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, in the capacity therein stated, and as the act and deed of such corporation.

Given under my hand and seal of office as of the day and year above written.

My commission expires: 5-20-2007

TAMMY J. HARRIS - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES MAY 20, 2007

Tammy J. Harris
NOTARY PUBLIC

[S E A L]

708

EXHIBIT A
To
Assignment, Conveyance and Bill of Sale
Dated as of February 7, 2003, between
Yates Petroleum Corporation and Crown Oil & Gas Company, Inc.

WELL NAME AND LOCATION:

Yose Cattle 40-35
Township 28 North, Range 112 West, 6th P.M.
Section 35: NW/4 SE/4
Sublette County, Wyoming

ASSOCIATED LEASES AND LANDS:

Lessor:	Yose Cattle Company
Lease Date:	December 17, ~~1986~~ 1981
Lessee:	Belco Petroleum Corporation
Recorded:	Book 64 0&G, Page 76
Description:	Township 28 North, Range 112 West, 6th P.M. Section 35: NW/4 SE/4 Sublette County, Wyoming

Lessor:	United States
Lease #:	WYW-54471
Lease Date:	September 1, 1976
Description:	Township 26 North, Range 112 West, 6th P.M. Section 35: S/2 SE/4, NE/4 SE/4 Sublette County, Wyoming

RELATED CONTRACTS:

Communitization Agreement ("CA") designated as WY 049P56-86C865), approved October 30, 1985, to be effective August 25, 1984, which CA communities all rights as to natural gas and associated hydrocarbons (collectively, the "Communitized Substances") producible from the Bear River formation underlying the W/2 of Section 15, T27N, R111W, 6th P.M.

910

RELEASE OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT FINANCING STATEMENT AND FIXTURE FILING

KNOW ALL PERSONS BY THESE PRESENTS, Vernon T. Delgado, Chairman of the Board, of the First National Bank of Pinedale, of Sublette County, State of Wyoming, does hereby certify that a certain mortgage bearing date the 12th day of December, 2002, made and executed by Crown Oil & Gas Company, Inc., a Wyoming corporation, as mortgagor, in favor of the First National Bank of Pinedale, as mortgagee, conveying certain real estate therein mentioned as security for **$1,138,000.00** as therein stated, which mortgage was recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, State of Wyoming, on December 17, 2002 in Book 96 Mtg.. at Page(s) 194-202, mortgaging the following described real estate in said County to-wit:

All lands and personal property described in said Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing

is, with a note secured thereby, and the aforementioned debt, fully paid, satisfied, released and discharged; and in consideration thereof the said Vernon T. Delgado Family Limited Partnership and quitclaims unto the said mortgagor the premises thereby conveyed and mortgaged.

Dated this 21st day of September, 2005

314212

RECORDED Sept. 22 2005 11:45 AM
IN BOOK 130 Q & G PAGE 711
FEES $8.00 Mary L [illegible] COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Lulani Freeman

First National Bank of Pinedale,

By: _____
Vernon T. Delgado, Chairman of the Board

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this 22nd day of September, 2005 by Vernon T. Delgado, Chairman of the Board, of the First National Bank of Pinedale.

Witness my hand and official seal.

TAMMY J. HARRIS - NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING
MY COMMISSION EXPIRES MAY 20, 2007

My commission expires:

5-20-2007

_____
Notary Public

[redacted]

[redacted] [redacted] [redacted]

2 of 2

CROWN OIL CO
WELLS

WELL LEASE IN ORDER

Pact #	Order	Well Name	Section		Township	Range	County	Federal Lease	State Lease	Well API NO.
1	1	Phillips State 2-16	Section	16	T-27-N	R-111-W	SUBLETTE CO		72-28069	49-035-20809
1	2	County Line 16-1	Section	16	T-26-N	R-111-W	SWEETWATER		83-00511	49-037-22318
1	3	Chapel 10-25	Section	25	T-28-N	R-112-W	SUBLETTE CO		need	49-035-20805
1	4	Split River 24-35	Section	35	T-24-N	R-112-W	SUBLETTE CO		no fee pvt	49-035-20763
1	5	Esposito 40-20	Section	20	T-28-N	R-111-W	SUBLETTE CO	WYW77883		49-035-20760
1	6	Split River 31-2	Section	2	T-27-N	R-112-W	SUBLETTE CO	WYW15747		49-035-20744
1	7	Bird Canyon 10-27	Section	27	T-26-N	R-111-W	SWEETWATER	WYW37670		49-037-22188
1	8	Chapel 30-18	Section	18	T-28-N	R-111-W	SUBLETTE CO		no fee pvt	49-035-20675
1	9	Bird Canyon 30-15	Section	15	T-27-N	R-111-W	SUBLETTE CO	WYW54136		49-035-20613
2	1	Blue Forest 33-12	Section	12	T-24-N	R-111-W	SWEETWATER	WYW3332		49-037-23159
2	2	Blue Forest 20-6	Section	6	T-24-N	R-110-W	SWEETWATER	WYW3332		49-037-22481
3	1	Buckhorn Canyon	Section	3	T-25-N	R-111-W	SWEETWATER	WYW111297		49-037-22555
4	1	Lone Tree 12-30	Section	30	T-13-N	R-113-W	UINTA CO	WYW126839		49-041-20832
5	1	Jefferson Federal 20-24	Section	24	T-27-N	R-110-W	SUBLETTE CO	WYW49630		49-035-20692
6	1	Joyce Creek 4	Section	7	T-15-N	R-103-W	SWEETWATER	WYE025876A		49-037-20530
6	2	Joyce Creek 2	Section	8	T-15-N	R-103-W	SWEETWATER	WYC082286		49-037-20392
6	3	Govt 1	Section	8	T-15-N	R-103-W	SWEETWATER	WYC082286		49-037-20347
6	4	Unit 23-8A	Section	8	T-15-N	R-103-W	SWEETWATER	WYE025876A		49-037-05233
6	5	Unit 32-8A	Section	8	T-15-N	R-103-W	SWEETWATER	WYW082286		49-037-05239
6	6	Unit Federal 24-7A	Section	7	T-15-N	R-103-W	SWEETWATER		need	49-037-05228
6	7	Unit 3-8A	Section	8	T-15-N	R-103-W	SWEETWATER	WYE025876A		49-037-05234
7	1	Lincoln Road 42-6	Section	6	T-24-N	R-111-W	SWEETWATER	WYW47397		49-037-23701
7	2	Lincoln Road 30-9	Section	9	T-24-N	R-111-W	SWEETWATER	WYW117035		49-037-23436
7	3	Reservoir 10-1	Section	1	T-24-N	R-112-W	LINCOLN CO	WYW85245		49-023-20941
7	4	Raptor Unit 10-18	Section	18	T-24-N	R-111-W	LINCOLN CO	WYW61042		49-023-20884
7	5	Lincoln Road 40-18	Section	18	T-24-N	R-111-W	LINCOLN CO	WYW61042		49-023-20885
7	6	Lincoln Road 10-7	Section	7	T-24-N	R-111-w	LINCOLN CO	WYW47397		49-023-20886
8	1	Federal 15-15	Section	15	T-25-N	R-111-W	SWEETWATER	WYW117868		49-037-23457
8	2	Buckhorn 10-3	Section	3	T-25-N	R-111-W	SWEETWATER	WYW112550		49-037-22604
8	3	Buckhorn 40-4	Section	4	T-25-N	R-111-W	SWEETWATER	WYW104980		49-037-22545
9	1	Huber Federal 1-30	Section	30	T-23-N	R-95-W	SWEETWATER	WYW85344		49-037-20878
10	6	State 1-36	Section	36	T-20-N	R-99-W	SWEETWATER		12726	49-037-05716
10	5	State 2-36	Section	36	T-20-N	R-99-W	SWEETWATER		12726	49-037-05720
10	4	State 3-36	Section	36	T-20-N	R-99-W	SWEETWATER		12726	49-037-05705
10	3	State 5-36	Section	36	T-20-N	R-99-W	SWEETWATER		12726	49-037-05715
10	2	State 6-36	Section	36	T-20-N	R-99-W	SWEETWATER		12726	49-037-05732
10	1	State 8-36	Section	36	T-20-N	R-99-W	SWEETWATER		12726	49-037-05704
11	1	State 1-16	Section	16	T-16-N	R-111-W	SWEETWATER		74-17467	49-037-21750
12	1	Saguaro 20-12	Section	12	T-20-N	R-112-W	SWEETWATER	WYW48317		49-037-22887
13	1	Siberia Ridge 12-28	Section	28	T-22-N	R-95-W	SWEETWATER	WYW11490		49-037-21808
14	1	Whiskey Buttes Unit 1-	Section	6	T-21-N	R-111-W	LINCOLN CO	YW0309532A		49-023-20347
15	1	Christmann 1-18	Section	18	T-20-N	R-112-W	LINCOLN CO		no fee pvt	49-073-20252

NOTE	WELL SAME LEASE

EXHIBIT
A

712

712

RELEASE OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT FINANCING STATEMENT AND FIXTURE FILING

KNOW ALL PERSONS BY THESE PRESENTS, Vernon T. Delgado, General Partner, of the Vernon T. Delgado Family Limited Partnership, of Sublette County, State of Wyoming, does hereby certify that a certain Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing bearing date the 9th day of March, 2003, made and executed by Crown Oil & Gas Company, Inc., a Wyoming corporation, as mortgagor, in favor of the Vernon T. Delgado Family Limited Partnership, as mortgagee, conveying certain real estate therein mentioned as security for **$915,020.00** as therein stated, which mortgage was recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Sublette County, State of Wyoming, on April 29, 2004 in Book 127~~0mtg~~ O&G, at Page(s) 215-26, mortgaging the following described real estate in said County to-wit:

> All lands and personal property described in said Mortgage, Security Agreement, Assignment, Financing Statement and Fixture Filing,

is, with a note secured thereby, and the aforementioned debt, fully paid, satisfied, released and discharged; and in consideration thereof the said Vernon T. Delgado Family Limited Partnership and quitclaims unto the said mortgagor the premises thereby conveyed and mortgaged.

314213

Dated this 27th day of September, 2005

RECORDED Sept. 29 2005 11:45 A M
IN BOOK 130 O & G PAGE 712
FEES $ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Dyllan Freeman

Vernon T. Delgado Family Limited Partnership,

Vernon T. Delgado, General Partner

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this 27th day of September, 2005 by Vernon T. Delgado, General Partner, of the Vernon T. Delgado Family Limited Partnership.

Witness my hand and official seal.

TAMMY L. PARKS - NOTARY PUBLIC
COUNTY OF SWEETWATER
STATE OF WYOMING
MY COMMISSION EXPIRES MAY 27, 2007

My commission expires:

5-27-2007

Tammy L. Parks
Notary Public

[redacted] [redacted] [redacted]

WELLS

U886338

Pact #	Order	Well Name	Section		Township	Range	County	Federal Lease	State Lease	Well API No.
1	1	Phillips State 2-16	Section	16	T-27-N	R-111-W	SUBLETTE CO		72-28069	49-035-20909
1	2	County Line 16-1	Section	16	T-26-N	R-111-W	SWEETWATER		83-00511	49-037-22318
1	3	Chapel 10-25	Section	25	T-28-N	R-112-W	SUBLETTE CO		need	49-035-20805
1	4	Split River 24-35	Section	35	T-24-N	R-112-W	SUBLETTE CO		no fee pvt	49-035-20763
1	5	Esposito 40-20	Section	20	T-28-N	R-111-W	SUBLETTE CO	WYW77883		49-035-20760
1	6	Split River 31-2	Section	2	T-27-N	R-112-W	SUBLETTE CO	WYW15747		49-035-20744
1	7	Bird Canyon 10-27	Section	27	T-26-N	R-111-W	SWEETWATER	WYW37870		49-037-22188
1	8	Chapel 30-18	Section	18	T-28-N	R-111-W	SUBLETTE CO		no fee pvt	49-035-20675
1	9	Bird Canyon 30-15	Section	15	T-27-N	R-111-W	SUBLETTE CO	WYW54136		49-035-20513
2	1	Blue Forest 33-12	Section	12	T-24-N	R-111-W	SWEETWATER	WYW3332		49-037-23159
2	2	Blue Forest 20-6	Section	6	T-24-N	R-110-W	SWEETWATER	WYW3332		49-037-22481
3	1	Buckhorn Canyon	Section	3	T-25-N	R-111-W	SWEETWATER	WYW111297		49-037-22555
4	1	Lone Tree 12-30	Section	30	T-13-N	R-113-W	UINTA CO	WYW126839		49-041-20932
5	1	Jefferson Federal 20-24	Section	24	T-27-N	R-110-W	SUBLETTE CO	WYW49830		49-035-20892
6	1	Joyce Creek 4	Section	7	T-15-N	R-103-W	SWEETWATER	WYE025876A		49-037-20630
6	2	Joyce Creek 2	Section	8	T-15-N	R-103-W	SWEETWATER	WYC022286		49-037-20392
6	3	Govt 1	Section	8	T-15-N	R-103-W	SWEETWATER	WYC022286		49-037-20347
6	4	Unit 23-8A	Section	8	T-15-N	R-103-W	SWEETWATER	WYE025876A		49-037-06233
6	5	Unit 32-8A	Section	8	T-15-N	R-103-W	SWEETWATER	WYW022286		49-037-06239
6	6	Unit Federal 24-7A	Section	7	T-15-N	R-103-W	SWEETWATER		need	49-037-06228
6	7	Unit 3-8A	Section	8	T-15-N	R-103-W	SWEETWATER	WYE025876A		49-037-06234
7	1	Lincoln Road 42-6	Section	6	T-24-N	R-111-W	SWEETWATER	WYW47397		49-037-23701
7	2	Lincoln Road 30-9	Section	9	T-24-N	R-111-W	SWEETWATER	WYW117035		49-037-23436
7	3	Reservoir 10-1	Section	1	T-24-N	R-112-W	LINCOLN CO	WYW86245		49-023-20941
7	4	Raptor Unit 10-18	Section	18	T-24-N	R-111-W	LINCOLN CO	WYW61042		49-023-20884
7	5	Lincoln Road 40-18	Section	18	T-24-N	R-111-W	LINCOLN CO	WYW61042		49-023-20885
7	6	Lincoln Road 10-7	Section	7	T-24-N	R-111-w	LINCOLN CO	WYW47397		49-023-20886
8	1	Federal 15-15	Section	15	T-25-N	R-111-W	SWEETWATER	WYW117886		49-037-23457
8	2	Buckhorn 10-3	Section	3	T-25-N	R-111-W	SWEETWATER	WYW112550		49-037-22804
8	3	Buckhorn 40-4	Section	4	T-25-N	R-111-W	SWEETWATER	WYW104980		49-037-22545
9	1	Huber Federal 1-30	Section	30	T-23-N	R-96-W	SWEETWATER	WYW86344		49-037-20878
10	6	State 1-36	Section	36	T-20-N	R-99-W	SWEETWATER		12726	49-037-05716
10	5	State 2-36	Section	36	T-20-N	R-99-W	SWEETWATER		12726	49-037-05720
10	4	State 3-36	Section	36	T-20-N	R-99-W	SWEETWATER		12726	49-037-05706
10	3	State 5-36	Section	36	T-20-N	R-99-W	SWEETWATER		12726	49-037-05715
10	2	State 6-36	Section	36	T-20-N	R-99-W	SWEETWATER		12726	49-037-05732
10	1	State 8-36	Section	36	T-20-N	R-99-W	SWEETWATER		12726	49-037-05704
11	1	State 1-16	Section	16	T-18-N	R-111-W	SWEETWATER		74-17467	49-037-21750
12	1	Saguaro 20-12	Section	12	T-20-N	R-112-W	SWEETWATER	WYW48317		49-037-22887
13	1	Siberia Ridge 12-28	Section	28	T-22-N	R-96-W	SWEETWATER	WYW11490		49-037-21808
14	1	Whiskey Buttes Unit 1-	Section	6	T-21-N	R-111-W	LINCOLN CO	YW0309632A		49-023-20347
15	1	Christmann 1-18	Section	18	T-20-N	R-112-W	LINCOLN CO		no fee pvt	49-023-20252

NOTE	WELL SAME LEASE

RECORDED 3/19/2004 AT 09:00 AM REC# 1408476 BK# 0996 PG# 0090
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 9 of 12

EXHIBIT A

465

27CX6 715

713

Pgs. 713 - 725 used twice

Pgs. 713-725
Used twice

714

Crown Oil & Gas Company, Inc.

New Wells Purchased

Yose Cattle 40-35	Section 35, T28N, R112W	Sublette County
Haun 10-9	Section 9, T26N, R111W	Sweetwater County
Haun 30-9	Section 9, T26N, R111W	Sweetwater County
Champlin 2-5	Section 5, T19N, R98W	Sweetwater County
Champlin 2-21	Section 21, T20N, R98W	Sweetwater County
Champlin Fox Hills 1	Section 5, T19N, R98W	Sweetwater County
Champlin 4-29	Section 29, T29N, R99W	Sweetwater County
Champlin 8-29	Section 29, T20N, R99W	Sweetwater County
Champlin 5-31	Section 31, T20N, R98W	Sweetwater County

RECORDED 3/19/2004 AT 09:00 AM REC# 1488476 BK# 0996 PG# 0091
LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 10 of 12

EXHIBIT
B

Recording Requested by and
When Recorded Return to:

Bonnie S. Mandell-Rice, Esq.
Ducker, Montgomery, Aronstein & Bess, P.C.
1560 Broadway, Suite 1400
Denver, Colorado 80202

314214

RECORDED Sept 29 2005 11:15 AM
IN BOOK 130 O&G PAGE 711
FEES $ 50.00 [illegible] CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Tracy L Hoover

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), dated effective as of August 1, 2005, at 7:00 A.M. Pacific Time (the "Effective Time"), is from CROWN OIL & GAS COMPANY, INC., a Wyoming corporation ("Assignor"), whose address is P.O. Box 368, LaBarge, Wyoming 83123-0368, and G & H Resources. LLC. a Colorado limited liability company ("Assignee"), whose address is 11063 West Rowland Drive, Littleton, Colorado 80127.

PART I
GRANT CLAUSES

1.1 ***Subject Interests.*** Effective as of the Effective Time and for good and valuable consideration received (the receipt and sufficiency of which is hereby acknowledged), Assignor hereby transfers, grants, conveys and assigns, subject to the provisions set forth herein, to Assignee and its successors and assigns, the following (collectively, the "Subject Interests").

(a) The oil and gas leasehold estates created by the oil and gas leases (the "Leases) described in Exhibit A-1 hereto, and, to the extent that Seller has rights in and to such lands, the lands covered by the Leases (the "Land"), including, without limitation, the Land described in Exhibit A-1 hereto.

(b) The wells (the "Wells") located upon the Land including, without limitation, all oil and gas wells, injection wells, pressure maintenance or salt water disposal wells, and well bores, whether producing or non-producing described in Exhibit A-1 hereto.

(c) The production (the "Production"), including oil, natural gas, natural gas liquids and condensate, produced from the Wells and the Leases, or attributable or allocable thereto, or to lands pooled or unitized therewith, from and after the Effective Time.

(d) Assignor's equipment, personal property, facilities, pipelines, improvements and fixtures located upon the Land, or used in connection with the Leases.

Land or Wells for the production, gathering, treatment, compression, transportation, processing, sale or disposal of hydrocarbons or water produced from the Land, or attributable thereto (collectively, the "Equipment"), including, without limitation, all wells, well-bores, casing, tubing, gauges, valves, rods, pipelines, tanks, pumps, separators, compressors, buildings and improvements.

(e) Assignor's agreements, contracts, licenses, permits, franchises and other documents (collectively, the "Agreements") directly related to the ownership or operation of the Fee, the Leases, the Wells, the Production, the Surface Rights and the Equipment including, without limitation, all farm-out agreements, participation agreements, joint operating agreements, unit agreements, communitization agreements, pooling agreements, oil or gas product purchase and sale agreements, oil or gas processing and/or transportation agreements, water or gas handling agreements, options, orders and decisions of state and federal regulatory authorities, including, without limitation, those described in Exhibit A-1 hereto.

(f) Assignor's surface rights incident or appurtenant to the Land, the Leases and the Wells, including (but not limited to) all easements, rights-of-way, permits, licenses, servitudes, development rights, options to purchase, surface use agreements or other similar interests affecting the Land, the Leases and the Wells (collectively, the "Surface Rights") including, without limitation, those described in Exhibit A-1 hereto.

(g) Copies of any and all of Assignor's records, files, data and other information directly related to the Land, the Leases and the Wells (the "Records") including, without limitation, all of the following: (i) land, lease, contracts, rights of way, surveys, maps, plats, correspondence, and other documents and instruments; (ii) division of interest and accounting records (excluding Assignor's tax information); (iii) severance, production and property tax records; (iv) operation, engineering, environmental and maintenance records, but specifically excluding the Excluded Assets described in Section 1.3 below.

(h) Any and all emission credits or rights thereto in existence and/or recognized by any governmental agency arising out of the operation or ownership of the Wells and the Equipment on the Land.

1.2 ***After Acquired Title.*** It is the intention of Assignor to transfer and assign to Assignee, by this Assignment, all rights, titles and interests in the Subject Interests that Assignor owned on the Effective Date or that Assignor may have acquired or may acquire thereafter. Therefore, for the same consideration as set forth in Section 1.1, Assignor also hereby transfers and assigns to Assignee all rights, titles and interests that it may have acquired in the Subject Interests prior to the date of execution of this Assignment or that it may acquire in the Subject Interests after the date of execution of this Assignment (regardless of the effective date of such acquisitions). All such transfers and assignments to Assignee shall be effective as of the effective date of such acquisitions.

1.3 ***Additional Interests.*** For the same consideration as set forth in Section 1.1,

[redacted] [redacted] [redacted]

[redacted] [redacted] [redacted]

and effective as of the Effective Time, Assignor also hereby transfers and assigns to Assignee, with full substitution and subrogation, to the extent so transferable and assignable, all of Assignor's right, title and interest in and to all agreements, covenants and warranties by Assignor's predecessors in title (the "Additional Interests"). The Additional Interests shall be deemed to be part of the Subject Interests for all purposes.

1.4 ***Exclusions.*** The Subject Interests do not include, and Assignor excepts from the Subject Interests, the following (the "Excluded Assets"):

(a) All production (including all oil, natural gas, natural gas liquids or condensate inventory produced from the Land, the Leases, the Wells, or attributable or allocable thereto, or to lands pooled or unitized therewith), proceeds, awards, refunds, loss carry forwards, credits, adjustments or other amounts due or payable to Assignor under, with respect to or attributable to any of the Subject Interests with respect to any period prior to the Effective Time;

(b) All policies or agreement of insurance or indemnity and all bonds relating to or covering the Subject Interests, and all rights and interests of Assignor under such policies, agreements and bonds;

(c) All suspense funds held by Assignor attributable to the Subject Interests which are attributable to the period of time prior to the Effective Time;

(d) All claims and causes of action of Assignor arising from or relating to the Subject Interests prior to the Effective Time; and

(e) All of Assignor's income tax information.

1.5 ***Reserved Royalty.*** In the event that the net revenue interest in each of the Wells and related Leases (insofar at they cover the Lands) is greater, as of the Effective Time, than the net revenue interest listed on Exhibit A-2 and subject to any limitations on royalties, overriding royalties and other burdens on production from federal or state Leases under applicable federal or state law, then as to the Wells and related Leases (insofar at they cover the Lands) having such greater net revenue interest, Assignor reserves an overriding royalty (the "Reserved Override") in an amount that, when added to other royalties, overriding royalties and other burdens on production as of the Effective Time, will cause the net revenue interest in each Well and related Leases (insofar at they cover the Lands) to be equal to the net revenue interest listed on Exhibit A-2 for each Well and related Leases (insofar at they cover the Lands). The Reserved Override shall be free and clear of all costs of exploration, drilling, development, production and operations, but shall bear its proportionate share of all gathering, compression, treating, processing, transportation or marketing costs borne by the working interest estate, and the Reserved Override shall bear its proportionate part of the gross production taxes, or any similar taxes, assessed against such interest. The Reserved Override shall not be paid or accrued on oil, gas or other hydrocarbons unavoidably lost, or used for operations, development or production purposes including,

without limitation, repressuring or recycling operations or pressure maintenance. The Reserved Override shall be proportionately reduced on a lease by lease basis to the extent a Lease covers less than the entire undivided oil and gas mineral fee estate in and under the Land covered by such Lease, and to the extent the interest in a Lease assigned by Assignor to Assignee on the date of execution of this Assignment is less than the entire oil and gas leasehold estate created by such Lease.

1.6 ***Call On Production***. From and after the Effective Time, Assignor shall have a call on condensate produced from the Wells at the Well site, which call shall be exercisable as provided in and subject to the terms of this Section 1.5. Prior to entering into a contract for the sale of condensates from the Wells, Assignee shall notify Assignor of the price offered to Assignee for the condensate, the duration of the proposed contract, and other relevant terms of the contract (including, a copy of the offer [the "Offer"] and, if available, of the proposed contract). Within ten (10) days following Assignor's receipt of such notice, Assignor shall advise Assignee in writing whether Assignor is willing to purchase the condensate for the price and on the same terms and conditions contained in the Offer. If Assignor timely advises Assignee of its willingness to do so, then within twenty (20) days thereafter, Assignor and Assignee shall execute a contract for the sale of the condensate to Assignor on the price and other terms and conditions of the Offer. If Assignor does not notify Assignee timely of its willingness to purchase the condensate for the price and on the same terms and conditions contained in the offer, or if Assignor notifies Assignee that it is not willing to do so, or if Assignor and Assignee fail to execute a contract for the sale of the condensate to Assignor within the time provided, then Assignee shall be free to sell the condensate to the offeror or another third party at the price and on the terms and conditions of the Offer. Assignor's call on production shall apply to each subsequent contract entered into by Assignee with respect to the sale of condensate produced from the Wells at the Well sites, and such call shall be exercisable as previously provided and subject to the foregoing provisions. Notwithstanding anything to the contrary expressed or implied in this Section 1.5, Assignee's call on production shall burden and apply only to the Subject Interests acquired by Assignee under this Agreement and not to interests (if any) held by third parties in production from the Wells.

TO HAVE AND TO HOLD, subject to the terms, exceptions and other provisions herein stated, the Subject Interests unto Assignee, its successors and assigns, forever.

PART II
PURCHASE AND SALE AGREEMENT

This Assignment has been executed and delivered pursuant to that certain Purchase and Sale Agreement dated as of August 1, 2005, between Assignor, as Seller, and Assignee, as Buyer (the "Agreement'). The Agreement shall not be merged with but shall survive execution and delivery of this Assignment and all other instruments of transfer ("Other Transfer Documents") executed and delivered pursuant to the Agreement. Without limiting the generality of the foregoing, Assignor and Assignee specifically agree that all of the representations, warranties, covenants, and indemnities of the Agreement are incorporated

into this Assignment by this reference.

PART III
TITLE

Assignor shall warrant and defend title to the Subject Interests against all claims, liens and encumbrances arising by, through or under Assignor, but not otherwise. The Subject Interests shall be subject and burdened by a proportionate part of all landowners' royalties and burdens used in the determination of the working and net revenue interests covering the Subject Interests (as described in Exhibit A hereto), and the terms and conditions of the Leases, the Agreements, the Surface Rights and this Agreement. Notwithstanding anything to the contrary, the Wells and the Equipment shall be assigned "AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT RECOURSE AND. EXCEPT FOR THE SPECIAL WARRANTY OF TITLE ABOVE, THE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE."

PART IV
MISCELLANEOUS

4.1 ***Further Assurances.*** Assignor and Assignee agree to take all such further actions and to execute, acknowledge, and deliver all such further documents as are necessary or useful in carrying out the purposes of this Assignment. Assignor agrees to execute, acknowledge, and deliver to Assignee all such other additional instruments, notices, division orders, transfer orders, and other documents and to do all such other and further acts and things as may be necessary or useful to more fully and effectively grant, convey, and assign to Assignee the Subject Interests (including any additional interests transferred to Assignee pursuant to Section 1.2) conveyed hereby and intended so to be. Without limiting the generality of the foregoing, Assignor and Assignee shall execute, acknowledge and deliver the following: (a) such change of operator and related forms as may be presented by Assignee for execution, each of which shall be filed by Assignee with the appropriate governmental agencies; and (b) transfer orders or letters in lieu thereof directing all purchasers of production to make payment of proceeds attributable to production from the Subject Interests after the Effective Time to Assignee.

4.2 ***Multiple Counterparts.*** This Assignment may be executed in any number of counterparts and/or originals, and each counterpart hereof shall be an original instrument, but all such counterparts and/or originals shall constitute but one assignment.

4.3 ***Governing Law.*** The provisions of this Assignment shall be governed by and construed in accordance with the laws of the State of Wyoming, excluding any conflicts of law rule or principle that might refer same to the laws of another jurisdiction.

4.4 ***Exhibits.*** All Exhibits attached hereto are hereby made a part hereof for all purposes. References in such Exhibits to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in such Exhibits are to the appropriate records of Lincoln County, Wyoming.

4.5 ***Headings.*** Headings are included in this Assignment for convenience or reference and shall in no way define, limit, extend, or describe the scope or intent of any provision of this Assignment.

4.6 ***Successors and Assigns.*** This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

EXECUTED on the dates below the signatures hereto, to be effective for all purposes as of the Effective Time.

ASSIGNOR:
CROWN OIL & GAS COMPANY, INC.

By: _____
David Neher, President
Date: 9-27-05

ASSIGNEE:
G & H RESOURCES, LLC

By: _____
Ward Giltner, Manager
Date: _____

By: _____
Scott Hall, Manager
Date: 9/27/05

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Acknowledgments

STATE OF WYOMING)
) ss.
COUNTY OF Sweetwater

On the 27th day of September, 2005, before me, personally appeared David Neher, as President of Crown Oil & Gas Company, Inc., a Wyoming corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.

TAMMY J. HARRIS - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES MAY 20, 2007

Tammy J. Harris
Notary Public
My Commission Expires: 5-20-2007

STATE OF ~~COLORADO~~ Wyoming)
) ss.
COUNTY OF ~~DENVER~~ Sweetwater)

On the 27th day of September, 2005, before me Tammy J. Harris, personally appeared Ward Giltner and Scott Hall, Managers of G & H Resources, LLC, a Colorado limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the entity upon behalf of which they acted executed the instrument.

WITNESS my hand and official seal.

TAMMY J. HARRIS - NOTARY PUBLIC
COUNTY OF SWEETWATER STATE OF WYOMING
MY COMMISSION EXPIRES MAY 20, 2007

Tammy J. Harris
Notary Public
My Commission Expires: 5-20-2007

EXHIBIT A-1
To ASSIGNMENT, BILL OF SALE AND CONVEYANCE
dated effective as of August 1, 2005, at 7:00 A.M. Pacific Time,
between CROWN OIL & GAS COMPANY, INC., a Wyoming corporation ("Assignor"),
and G & H Resources, LLC, a Colorado limited liability company ("Assignee")

LEASES, LANDS AND WELLS
(Sublette County, Wyoming)

I.
Bird Canyon Federal #30-15
(Wellbore Rights)

WELL NAME AND LOCATION:

Bird Canyon Federal #30-15
Township 27 North, Range 111 West, 6th P.M.
Section 15: NE/4SW/4
Sublette County, Wyoming

ASSOCIATED LEASES AND LANDS:

Lessor:	United States
Lease #:	WYW-35399
Lease Date:	July 1, 1972
Lessee:	Sam V. Morse
Description:	Township 27 North, Range 111 West, 6th P.M. Section 15: N/2 Sublette County, Wyoming
Lessor:	United States
Lease #:	WYW-54136
Lease Date:	April 1, 1976
Lessee:	John I Weston
Description:	Township 27 North, Range 111 West, 6th P.M. Section 14: All Section 15: S/2 Sublette County, Wyoming

INSOFAR AND ONLY INSOFAR as the Leases relate to the wellbore only of the Bird Canyon Federal #30-15 well described above and excepting all other rights.

RELATED CONTRACTS:

Contract:	Communitization Agreement No. NCR468 (WYW 110271)
Date:	Effective December 10, 1981
Lands Covered:	W/2 of Section 15-27N-111W

This Exhibit A-1 consists of 7 pages.

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[redacted] [redacted] [redacted]

II.
Esposito Federal 40-20
(Operating Rights)

WELL NAME AND LOCATION:

Esposito Federal 40-20
Township 28 North, Range 111 West, 6th P.M.
Section 20: SW/4SE/4
Sublette County, Wyoming

ASSOCIATED LEASES AND LANDS:

Lease # WYW77883 INSOFAR AND ONLY INSOFAR as said Lease covers the following described lands:

Township 28 North, Range 111 West, 6th P.M.
Section 20: E/2
Section 29: NE/4, SE/4
Section 32: NE/4, SE/4
Sublette County, Wyoming

LIMITED IN DEPTH from the surface of the earth down to the stratigraphic equivalent of the interval encountered at 11,490 feet in the Esposito Federal #40-20 well located in the SW/SE/4 of Said Section 20.

III.
Yose Cattle 40-35
(Wellbore Rights Only)

WELL NAME AND LOCATION:

Yose Cattle 40-35
Township 28 North, Range 112 West, 6th P.M.
Section 35: NW/4SE/4
Sublette County, Wyoming

ASSOCIATED LEASES AND LANDS:

Lessor: United States
Lease #: WYW-54471
Lease Date: September 1, 1976
Description: Township 28 North, Range 112 West, 6th P.M.
Section 35: S/2SE/4, NE/4SE/4
Sublette County, Wyoming

Lessor: Yose Cattle Company
Lease Date: December 17, 1986
Lessee: Belco Petroleum Corporation
Recorded: Book 64 0&G, Page 76
Description: Township 28 North, Range 112 West, 6th P.M.
Section 35: NW/4SE/4
Sublette County, Wyoming

INSOFAR AND ONLY INSOFAR as the Leases relate to the wellbore only of the Yose Cattle Company 40-35 well described above, and excepting all other rights.

RELATED CONTRACTS:

Communitization Agreement ("CA") designated as WY 049P56-86C865), approved October 30, 1985, to be effective August 25, 1984, which CA communities all rights as to natural gas and associated hydrocarbons (collectively, the "Communitized Substances") producible from the Bear River formation underlying the W/2 of Section 15, T27N, R111W, 6th P.M.

IV.
Phillips State #2-16

WELL NAME AND LOCATION:

Phillips State #2-16
Township 27 North, Range 111 West, 6th P.M.
Section 16: NW/4SE/4
Sublette County, Wyoming

ASSOCIATED LEASES AND LANDS:

Lessor: State of Wyoming
Lease #: Wyoming State Lease #72-28069
Lessee: Betty B. Shaffer
Lease Date: November 13, 1972
Description: Township 27 North, Range 111 West, 6th P.M.
Section 16: S/2
Sublette County, Wyoming

Limited in depth from the surface of the earth down to the stratigraphic equivalent of 10,550 feet as encountered in the Heron 10-16 Well, located in the NE/4NW/4 of Section 16, T27N, R111W, 6th P.M., and (as to a portion of the interest assigned) from the surface of the earth to the stratigraphic equivalent of the total depth drilled (10,700 feet) in the Phillips State 1-16 Well in the SE/4SW/4 of said Section 16.

V.
Chapel Canyon #10-25
(Wellbore Rights Only)

WELL NAME AND LOCATION:

Chapel Canyon #10-25
Township 28 North, Range 112 West, 6th P.M.
Section 25: C NW/4
Sublette County, Wyoming

ASSOCIATED LEASES AND LANDS:

Lessor: Rock Springs National Bank, Successor Trustee for the Fear Family Trust
Lessee: Hanson & Strahn, Inc.
Lease Date: July 16, 1997
Recorded: Book 106 O & G, at Page 368
Description: Township 28 North, Range 112 West, 6th P.M.
Section 25: Lots 2, 5, N/2NW/4, SE/4NW/4
Sublette County, Wyoming

Lessor: Daniel E. Chapel
Lessee: Hanson & Strahn, Inc.
Lease Date: January 29, 1998
Recorded: Book 107 O & G, at Page 112
Description: Township 28 North, Range 112 West, 6th P.M.
Section 25: Lots 2, 5, N/2NW/4, SE/4NW/4
Sublette County, Wyoming

INSOFAR AND ONLY INSOFAR as the leases relate to the wellbore only of the Chapel Canyon 10-25 well describe above, all other rights being excepted.

VI.
Chapel Canyon #30-18
(Wellbore Rights Only)

WELL NAME AND LOCATION:

Chapel Canyon #30-18
Township 28 North, Range 111 West, 6th P.M.
Section 18: NE/4SW/4
Sublette County, Wyoming

ASSOCIATED LEASES AND LANDS:

Lessor: Rock Springs National Bank, Successor Trustee for the Fear Family Trust

Lessee: Crown
Lease Date: February 12, 1999
Recorded: Book 110 O&G, at Page 563, as Reception No. 272292
Description: Township 28 North, Range 111 West, 6th P.M.
Section 18: Lot 3 (19.62), 4 (20.28), NE/4SW/4 (33.00), SE/4SW/4(26.00)
(Land in the E/2SW/4 is the acreage reserved by the Fear family below the High Line Canal as it was in 1931.)
Containing 98.90 acres.
Sublette County, Wyoming
THE LEASE COVERS ONLY THOSE RIGHTS FROM THE SURFACE TO 11,300 FEET SUBSURFACE.

Lessor: Lillian Stedman Gilbert, Jennifer Rose Gilbert and Alicia Ann Gilbert
Lease Date: August 19, 1999
Lessee: Crown
Recorded: Book 112 O&G, Page 219, as Reception No. 275027
Description: Township 28 North, Range 111 West, 6th P.M.
Section 18: NE/4SW/4 (7.00), SE/4SW/4 (14.00). Land in the E/2SW/4reserved by the Gilbert (Reardon) family above the line of the High Line Canal as it was in 1931
THE LEASE COVERS ONLY THOSE RIGHTS FROM THE SURFACE TO 11,300 FEET SUBSURFACE

Lessor: Patricia Ramage Steadman and husband, Harry J Steadman
Lessee: Belco Petroleum Corporation
Lease Date: Not known
Recorded: Book 51, at Page 568
Description: Township 28 North, Range 111 West, 6th P.M.
Section 18: E/2SW/4 LESS those lands lying east or above the line of survey of the High Line Canal
Sublette County, Wyoming

Lessor: 1st National Bank of Kemmerer, Trustee for the Fear Family Trust
Lessee: Thomas F. Stroock
Lease Date: Not known
Recorded: Book 48, at Page 632
Description: Township 28 North, Range 111 West, 6th P.M.
Section 18: E/2SW/4 LESS those lands lying east or above the line of survey of the High Line Canal
Sublette County, Wyoming

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VII.
Split River #24-35

WELL NAME AND LOCATION:

Split River #24-35
Township 28North, Range 112West, 6th P.M.
Section 35: SE/4SW/4
Sublette County, Wyoming

ASSOCIATED LEASES AND LANDS:

1. Oil and Gas Lease dated March 17, 1981, from Viola Waters, a widow, as Lessor, to Edward J. Ackman, as Lessee, recorded in Book 61 of O & G, Page 508, of the records of Sublette County, Wyoming as ratified by instrument dated June 13, 1981, recorded in Book 62 of O & G, Page 95, and as amended by Modification of Lease Description dated September 1, 1983, recorded in Book 69 of O & G, Page 334, insofar only as said lease, as amended and ratified, covers the following lands:

Township 28 North, Range 112 West, 6th P.M.
Section 35: Lots 7, 10, 11 and the bed of the Green River riparian thereto, insofar as said lands lie within the SW/4 of Section 35, Township 28 North, Range 112 West, being the spacing unit for the Split River Fee No. 24-35 well.

Township 28 North, Range 112 West, 6th P.M.
Section 35: Lot 6 and the bed of the Green River riparian thereto.

Township 27 North, Range 112 West, 6th P.M.
Section 2: Lot 4 and the bed of the Green River riparian thereto.

INSOFAR AND ONLY INSOFAR as said lease covers rights from the surface of the earth down to the depth of 9,132 feet as encountered in the Diamond Shamrock Split River Fee No. 24-35 well, located in the SW/4 of Section 35, Township 28 North, Range 112 West, Sublette County, Wyoming.

2. Oil and Gas Lease dated December 17, 1981, from Yose Cattle Company, a Wyoming corporation, as Lessor, to Belco Petroleum Corporation, as Lessee, recorded in Book 64 of O & G, Page 76, of the records of Sublette County, Wyoming, insofar only as said lease covers the following lands:

Township 28 North, Range 112 West, 6th P.M.
Section 35: Lot 8 (35.13 acres) and NW/4SE/4 including all accretion and/or riparian rights pertaining thereto, Sublette County, Wyoming.

INSOFAR AND ONLY INSOFAR as said lease covers rights from the surface of the earth down to the stratigraphic equivalent of 9,132 feet as defined in the Diamond

Shamrock Split River Fee No. 24-35 well, located in the SW/4 of Section 35, Township 28 North, Range 112 West, Sublette County, Wyoming.

3. USA Lease No. W-012953A
Township 28 North, Range 112 West, 6th P.M.
Section 35: Lot 9
Containing 13.19 acres, more or less
Sublette County, Wyoming

This Assignment is limited in depth from the surface of the earth to the stratigraphic equivalent of 9,132 feet as found in the Diamond Shamrock Split River Fee No. 24-35 Well, located in the SW/4 of Section 35, Township 28 North, Range 112 West, Sublette County, Wyoming.

This Assignment is subject to the terms and conditions of that certain Farmout Option Agreement, and Operating Agreement, both dated April 10, 1983, as amended, by and between Belco Development Corporation and Diamond Shamrock Corporation. Said Agreements, among other things, provide that Belco Development Corporation at payout of the Diamond Shamrock Split River Fee No. 24-35 Well, described above, shall have the option of converting the overriding royalty interest retained herein to a proportionate 50% working interest in and to said well.

VIII.
Split River #31-2
(Wellbore Rights Only)

WELL NAME AND LOCATION:

Split River #31-2
Township 27 North, Range 112 West, 6th P.M.
Section 2: NW/4NE/4
Sublette County, Wyoming

ASSOCIATED LEASES AND LANDS:

Lessor: United States
Lease #: WYW15747
Lease date: November 1, 1968
Lessee: Margaret E. Allen
Description: Township 27 North, Range 112 West, 6th P.M.
Section 2: Lot 10 (Dependent Resurvey) (formerly described as Lot 2 and aka NW/4NE/4)
Sublette County, Wyoming

EXHIBIT A-2
To ASSIGNMENT, BILL OF SALE AND CONVEYANCE
dated effective as of August 1, 2005, at 7:00 A.M. Pacific Time,
between CROWN OIL & GAS COMPANY, INC., a Wyoming corporation ("Assignor"),
and G & H Resources, LLC, a Colorado limited liability company ("Assignee")

WORKING INTERESTS AND NET REVENUE INTERESTS
(Sublette County, Wyoming)

WELL NAME	WORKING INTEREST	NET REVENUE INTEREST
Bird Canyon Federal #30-15	100.00%	75.00%
Esposito Federal 40-20	100.00%	75.00%
Yose Cattle 40-35	45.90%	36.19%
Phillips State #2-16	100.00%	75.00%
Chapel Canyon #10-25	100.00%%	75.00%
Chapel Canyon #30-18	100.00%%	75.00%
Split River #24-35	75.77%	63.27%
Split River #31-2	45.00%	36.25%

314215

MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF PRODUCTION AND PROCEEDS,
FINANCING STATEMENT AND FIXTURE FILING

RECORDED Sept 29 2005 12:00 PM
IN BOOK 130 Ov 8 PAGE 713
FEES $ 134.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

FROM

G & H RESOURCES LLC, AS DEBTOR
(Colorado Organizational I.D. No. 20021346894)

TO AND FOR THE BENEFIT OF

WELLS FARGO ENERGY CAPITAL, INC., AS SECURED PARTY

Dated as of September 27, 2005

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.

THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES.

EXHIBIT A CONTAINS A LEGAL DESCRIPTION OF THE REAL ESTATE CONCERNED. DEBTOR HAS AN INTEREST OF RECORD IN THE REAL ESTATE. SOME OF THE PERSONAL PROPERTY CONSTITUTING A PORTION OF THE COLLATERAL IS OR IS TO BECOME FIXTURES RELATED TO THE REAL ESTATE.

THIS INSTRUMENT COVERS FIXTURES AND AS-EXTRACTED COLLATERAL PRODUCED FROM OR ALLOCATED TO THE REAL ESTATE INCLUDING, WITHOUT LIMITATION, OIL, GAS AND OTHER HYDROCARBONS AND OTHER MINERALS, AND ALL PRODUCTS PROCESSED OR OBTAINED THEREFROM, AND ALL PROCEEDS THEREOF, AND THE ACCOUNTS RELATING THERETO, INCLUDING ACCOUNTS RESULTING FROM THE SALE THEREOF AT THE WELLHEAD.

THIS INSTRUMENT IS TO BE RECORDED IN THE REAL ESTATE RECORDS OF THE COUNTY RECORDER IN EACH COUNTY WHERE THE REAL ESTATE IS LOCATED AND SUCH FILING SHALL SERVE, AMONG OTHER PURPOSES, AS A FIXTURE FILING AND AS A FINANCING STATEMENT COVERING AS-EXTRACTED COLLATERAL.

A POWER OF SALE HAS BEEN GRANTED IN THIS INSTRUMENT. A POWER OF SALE MAY ALLOW SECURED PARTY TO TAKE THE COLLATERAL AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION.

[redacted] [redacted] [redacted]

THIS INSTRUMENT WAS PREPARED BY
AND WHEN RECORDED AND/OR FILED
RETURN TO:

Douglas P. Wall, Esq.
Holme Roberts & Owen LLP
1700 Lincoln, Suite 4100
Denver, Colorado 80203

#1113576

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MORTGAGE, SECURITY AGREEMENT,

ASSIGNMENT OF PRODUCTION AND PROCEEDS,

FINANCING STATEMENT

AND FIXTURE FILING

This Mortgage, Security Agreement, Assignment of Production and Proceeds, Financing Statement and Fixture Filing (this "Instrument"), dated as of September 27, 2005, is from **G & H RESOURCES LLC**, a Colorado limited liability company("Debtor"), with an address of P.O. Box 270231, Littleton, Colorado 80127, to and for the benefit of **WELLS FARGO ENERGY CAPITAL, INC**, a Texas corporation ("Secured Party"), with an address of MAC C3700-061, 1700 Lincoln, Sixth Floor, Denver, Colorado 80274.

COLLATERAL

All of the property described in paragraphs 1 through 10 below, without duplication, is herein collectively called the "Collateral":

1. All of Debtor's right, title and interest (of whatever kind or character, whether now owned or hereafter acquired by operation of law or otherwise) in and to (a) the oil, gas and/or mineral leases or other agreements described in Exhibit "A" hereto (collectively, the "Leases"), (b) the lands described in or referred to in Exhibit "A" (or described in any of the instruments described or referred to in Exhibit "A") (collectively, the "Lands"), without regard to any limitations as to specific lands or depths that may be set forth in Exhibit "A" or in any of the Leases or other agreements or instruments described in Exhibit "A", (c) all of the mineral estates, surface estates, leasehold estates and other estates described in Exhibit "A" or relating to the Lands or the Leases, (d) all of the mineral interests, royalty interests, working interests, operating rights interests, record title interests, overriding royalty interests, production payment interests, net profit interests and other interests described in Exhibit "A" or relating to the Lands or the Leases, (e) all of the licenses, subleases, sublicenses, easements, rights-of-way, farmouts, farmins, minerals agreements, unit agreements, cooperative development agreements, communitization agreements, unit operating agreements, pooling agreements, joint operating agreements and other documents and instruments described in Exhibit "A" or relating to the Lands or the Leases, and (f) any other estates, property interests and rights described in Exhibit "A", covering or relating to all or any part of the Lands or the Leases;

2. All of Debtor's right, title and interest (of whatever kind or character, whether now owned or hereafter acquired by operation of law or otherwise) in and to the as-extracted collateral produced from or allocated to the Lands, including, without limitation, oil, gas, drip gasoline, natural gasoline, natural gas liquids, condensate, distillate, casinghead gas and other solid, liquid or gaseous hydrocarbons and other associated or related substances of whatever kind or character and in whatever form or phase, including without limitation, gases produced from coal-bearing formations and strata such as so-called "coal-bed gas" and "coal-bed methane" and all products processed or obtained therefrom (collectively, "Hydrocarbons") in, on, under or allocated or attributed to any of the estates, property, interests or rights described or referred to

[redacted] [redacted] [redacted]

above or herein or any other interest of Debtor (whether now owned or hereafter acquired by operation of law or otherwise) in, to and under or that covers, affects or otherwise relates to the Lands or to any of the estates, property, interests or rights described or referred to above or herein;

3. All of Debtor's right, title and interest (of whatever kind or character, whether now owned or hereafter acquired by operation of law or otherwise) in and to all wells, platforms, derricks, casing, tubing, tanks, tank batteries, treaters, separators, rods, pumps, pumping units, flow lines, water lines, transportation lines, gathering lines, gas lines, machinery, pipelines, power lines and other goods and equipment, and all of the personal property and fixtures, as defined under applicable state law, now or hereafter located in, on, under, affixed, allocated or attributed to or obtained or used in connection with any of the estates, property, interests or rights described or referred to above or herein or any other interest of Debtor (whether now owned or hereafter acquired by operation of law or otherwise) in, to and under or that covers, affects or otherwise relates to the Lands or to any of the estates, property, interests or rights described or referred to above or herein, or that are used or purchased for the production, treatment, storage, gathering, transportation, handling, processing, manufacturing, sale or marketing of Hydrocarbons;

4. All of Debtor's right, title and interest (of whatever kind or character, whether now owned or hereafter acquired by operation of law or otherwise) in and to the accounts, contract rights and general intangibles now or hereafter arising in connection with the production, treatment, storage, gathering, transportation, handling, processing, manufacturing, sale or marketing of Hydrocarbons produced from or allocated or attributed to any of the estates, property, interests or rights described or referred to above or herein or any other interest of Debtor (whether now owned or hereafter acquired by operation of law or otherwise) in, to or under or that covers, affects or otherwise relates to the Lands or to any of the estates, property, interests or rights described or referred to above or herein and all other accounts, contract rights and general intangibles now or hereafter arising in connection with the estates, property, interests or rights described or referred to above or herein;

5. All insurance policies of any kind maintained in effect by Debtor (including title insurance policies as well as other types of insurance policies), now existing or hereafter acquired, including but not limited to, any proceeds payable to Debtor pursuant to such policies;

6. All moneys, cash collateral, chattel paper, checks, notes, bills of exchange, documents of title, money orders, negotiable instruments, commercial paper, and other securities, letters of credit, supporting obligations, instruments, documents, deposit accounts, deposits and credits from time to time whether or not in the possession of or under the control of the Secured Party;

7. All of the Debtor's right, title and interest in and to Transactions (as defined in Section 1.1(d) below);

8. All renewals, extensions and restatements of, modifications, changes, amendments and supplements to, and substitutions for the estates, property, interests and rights

described or referred to in paragraphs 1 through 7 above, and all additions and accessions thereto;

9. All of the rights, privileges, benefits, hereditaments and appurtenances in any way belonging, incidental or appertaining to the estates, property, interests and rights described or referred to in paragraphs 1 through 8 above; and

10. All of the proceeds and products of the estates, property, interests and rights described or referred to in paragraphs 1 through 9 above, and all supporting obligations ancillary to or arising in any way in connection therewith, including without limitation, condemnation awards and the proceeds of any and all insurance policies (including title insurance policies as well as other types of insurance policies) covering all or any part of said estates, property, interests or rights and, to the extent they may constitute proceeds, instruments, accounts, securities, general intangibles, contract rights and inventory.

GRANTING CLAUSES

In consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Debtor, and the matters hereinafter set forth, Debtor hereby:

(A) Real Property. Grants, bargains, sells, mortgages, assigns, transfers and conveys to Secured Party, with POWER OF SALE, that part of the Collateral that is real property (including any fixtures that are real property under applicable state law), subject to the assignment of severed and extracted Hydrocarbons and the proceeds thereof made under paragraph C below; TO HAVE AND TO HOLD all of the Collateral that is real property (including any fixtures that are real property under applicable state law), together with all of the rights, privileges, benefits, hereditaments and appurtenances in any way belonging, incidental or pertaining thereto, to and for the security and benefit of Secured Party and its successors and assigns, subject to all of the terms, conditions, covenants, agreements and trusts herein set forth;

(B) Personal Property. Grants to Secured Party a security interest in that part of the Collateral that is not real property (including any fixtures that are personal property under applicable state law); and

(C) Assignment of Production. Absolutely assigns to Secured Party all of the severed and extracted Hydrocarbons produced from or allocated or attributed to any of the Collateral or any other interest of Debtor (whether now owned or hereafter acquired by operation of law or otherwise) in, to and under or that covers, affects or otherwise relates to the Lands or to any of the estates, property rights or other interests described or referred to above, together with all of the proceeds thereof and all supporting obligations ancillary to or arising in any way in connection therewith.

Any term used or defined in the Colorado Uniform Commercial Code, as in effect from time to time, and not defined in this Instrument has the meaning given to that term in the Colorado Uniform Commercial Code, as in effect from time to time, when used in this Instrument.

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ARTICLE I

Obligations

Section 1.1 Obligations Secured. This Instrument is executed, acknowledged and delivered by Debtor to secure and enforce the Obligations as such term is defined in the Credit Agreement (defined below) and the Transactions (defined below) (collectively, the "Obligations"), including, without limitation, the following:

(a) Note. All indebtedness (including principal, interest, fees and penalties), liabilities and obligations under or pursuant to the Promissory Note, dated September 27, 2005, in the maximum principal amount of $10,000,000, made by Debtor and payable to the order of Secured Party on or before November 1, 2007, together with interest until maturity or default at the rate set forth in the Credit Agreement (as defined below), and after maturity or default at the Default Rate (as defined in the Credit Agreement), and any other promissory notes executed in connection with the Credit Agreement, and any renewals, extensions or restatements thereof, modifications, changes, amendments or supplements thereto and substitutions therefor (the "Note").

(b) Credit Agreement. All indebtedness, liabilities and obligations of whatever kind or character, now existing or hereafter created or arising under or pursuant to that certain Credit Agreement (the "Credit Agreement"), dated September 27, 2005, as amended and as may be amended from time to time, between Debtor and Secured Party;

(c) This Instrument. All indebtedness, liabilities and obligations of Debtor to Secured Party of whatever kind or character, now existing or hereafter created or arising under or pursuant to this Instrument, including, without limitation, any amounts advanced to protect the liens and security interests herein granted and all reasonable attorneys fees, court costs, and expenses of whatever kind or character now existing or hereafter created or arising, incident thereto or to the collection of the indebtedness, liabilities and obligations hereby secured and enforcement of the liens and security interests herein granted and created;

(d) Transactions. Payment of and performance of any and all present and future obligations of Debtor according to the terms of (i) any present or future transaction (including an agreement with respect to any such transaction) now existing or hereafter entered into between Debtor and or any direct or indirect parent or affiliate of Secured Party ("Secured Party Affiliate"), (x) which is a rate swap transaction, swap option, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option, credit protection transaction, credit swap, credit default swap, credit default option, total return swap, credit spread transaction, repurchase transaction, reverse repurchase transaction, buy/sell-back transaction, securities lending transaction, weather index transaction or forward purchase or sale of a security, commodity or other financial instrument or interest (including any option with respect to any of these transactions) or (y) which is a type of transaction that is similar to any transaction referred to in clause (x) above that is currently, or in the future becomes, recurrently entered into in the financial markets (including terms and

conditions incorporated by reference in such agreement) and which is a forward, swap, future, option or other derivative on one or more rates, currencies, commodities, equity securities or other equity instruments, debt securities or other debt instruments, economic indices or measures of economic risk or value, or other benchmarks against which payments or deliveries are to be made; (ii) any combination of the transactions described in (i) above; (iii) any other transaction identified as a "Transaction" (or any term of similar meaning) in any master agreement, confirmation, or other agreement, now existing or hereafter entered into between Debtor and any Secured Party Affiliate, including without limitation any ISDA Master Agreement, confirmation, or other agreement, relating to any of the foregoing, including without limitation any Schedule attached thereto, together with all obligations arising thereunder, and (iv) any collateral or agreements related to collateral now or hereafter securing or supporting any of the foregoing ((i), (ii), (iii), and (iv) are herein referred to as "Transactions");

(e) Other Obligations. All other indebtedness, liabilities and obligations of Debtor to Secured Party of whatever kind or character now existing or hereafter created or arising, whether fixed, absolute or contingent, direct or indirect, primary or secondary, joint, several or joint and several, due or to become due, and however evidenced whether by note, open account, overdraft, endorsement, surety agreement, guarantee or otherwise, it being contemplated that Debtor may hereafter become indebted to Secured Party in such further sum or sums; and

(f) Renewals, Extensions and Amendments. All indebtedness, liabilities and obligations of whatever kind or character, now existing or hereafter created or arising under or pursuant to all renewals, extensions and restatements of, modifications, changes, amendments and supplements to and substitutions for, all or any part of the foregoing.

Section 1.2 Future Advances. This Instrument is made pursuant to a credit arrangement and to secure Transactions. Debtor and Secured Party agree and acknowledge that Secured Party may elect to make additional advances under the terms of the Note, the Credit Agreement or otherwise, or that a Secured Party Affiliate may elect to enter into Transactions, and that any such future advances or Transactions shall be subject to, and secured by, this Instrument. The aggregate unpaid principal amount outstanding at any particular time (after having given effect to all advances and all repayments made prior to such time) and the aggregate liabilities under Transactions which are secured by the Instrument shall not aggregate in excess of $100,000,000 (the "Maximum Principal Amount"). Should the Obligations decrease or increase pursuant to the terms of the Note, the Credit Agreement, Transactions or otherwise, at any time or from time to time, to the extent the total unpaid principal amount and the aggregate liabilities under Transactions do not exceed the Maximum Principal Amount, this Instrument shall retain its priority position of record as to the full extent of the Obligations until (a) the termination of the Credit Agreement and all Transactions, (b) the full, final and complete payment of all the Obligations, and (c) the full release and termination of the liens and security interests created by this Instrument. Such amount does not in any way imply that Secured Party is obligated to make any future advances to Debtor at any time unless specifically so provided in the Credit Agreement, and does not imply that a Secured Party Affiliate is obligated to enter into any Transactions.

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ARTICLE II

Warranties, Representations, Covenants and Indemnities

Section 2.1 Representations and Warranties. Debtor warrants and represents to Secured Party as follows:

(a) Power and Authority. Debtor has the power and authority to mortgage, pledge and hypothecate the Collateral as provided herein.

(b) Title. Unless otherwise indicated in Exhibit "A", the oil and gas leases and licenses described in Exhibit "A" cover all of the oil, gas and other Hydrocarbons in and under the Lands. Debtor is the lawful owner of good and marketable title to the Collateral; and Debtor has good and marketable title to the undivided interests in the leases, licenses, sublicenses, sublicensing, easements, rights-of-way, agreements and other documents and instruments as described in Exhibit "A" free and clear of all royalties and other burdens, charges, liens, security interests, encumbrances, agreements, contracts, assignments and other matters, except (i) landowner's royalties, overriding royalties or other agreements and contracts, the net effect of which would not reduce the net revenue interest or "NRI" in any Well (as defined below) below the net revenue interest or "NRI" specified for such Well in Exhibit "A" hereto (ii) Permitted Liens (as defined in the Credit Agreement) and (iii) exceptions specifically agreed to in writing by Secured Party. The leases, licenses, subleases, sublicenses, easements, rights-of-way, agreements and other documents and instruments described in Exhibit "A" are valid and subsisting and are in full force and effect. All rents and royalties due and payable under the leases, licenses, subleases, sublicenses, easements, rights-of-way, agreements and other documents and instruments described in Exhibit "A" have been paid, except for those not required to be paid pursuant to the Credit Agreement. All wells located on the Land have been drilled, operated and produced in conformity with all applicable laws and rules, regulations and orders of all regulatory authorities having jurisdiction, and are subject to no penalties on account of past production. None of such wells are deviated from the vertical more than the maximum permitted by applicable laws, rules, regulations and orders. Such wells are in fact bottomed under and are producing from, and the well bores are wholly within, the lands described in Exhibit "A" (or in the case of wells located on properties unitized therewith, such unitized properties). Debtor warrants and will forever defend the title to the Collateral against the claims of all persons claiming or to claim the same or any part thereof; provided, however, that, as to those Wells for which no title opinion has been provided by Debtor to Secured Party, as indicated on Exhibit "A" by the inclusion of the notation "Unconfirmed" in the section describing the "Interests Owned" (collectively, the "Other Wells"), Debtor warrants and will forever defend the title to such Other Wells against the claims of all persons claiming by, through or under Debtor.

(c) Working and Net Revenue Interests.

(1) With respect to each of the oil and gas leases and licenses described in Exhibit "A", Debtor's share of development and operating costs with respect to the portion of the Lands covered thereby as described in Exhibit "A", without regard to pooling and

unitization, is not greater than the "Working Interest" specified in Exhibit "A"; and Debtor's share of the gross production of all oil, gas and other Hydrocarbons produced, saved and marketed from said Lands, without regard to pooling and unitization, is no less than the "Net Revenue Interest" specified in Exhibit "A".

(2) With respect to each of the oil and gas wells described in Exhibit "A" (each a "Well" and collectively, the "Wells"), Debtor's share of development and operating costs with respect to each Well, is not greater than the "Working Interest," "WI," "Gross Working Interest" or "GWI" specified in Exhibit "A"; and Debtor's share of the gross production of all oil, gas and other Hydrocarbons produced, saved and marketed from said Well is no less than the "Net Revenue Interest" or "NRI" specified in Exhibit "A".

(3) All such shares of development and operating costs and of gross production are not and will not be subject to change (other than changes that arise pursuant to nonconsent provisions of operating agreements described in Exhibit "A" in connection with operations hereafter proposed) except, and only to the extent that such changes are reflected in Exhibit "A".

(d) Operations of Oil and Gas Properties. The Collateral (and all properties spaced, communitized, unitized or otherwise aggregated therewith) has been maintained, operated and developed in a good and workmanlike manner and in conformity in all material respects with all applicable laws, rules, regulations and orders of all federal, state, tribal and local governmental bodies, authorities and agencies and in conformity in all material respects with the provisions of all leases, subleases or other contracts and agreements comprising a part of the Collateral. Except as otherwise specifically disclosed to Secured Party in writing, none of the Collateral is subject to having allowable production reduced below the full and regular allowable (including the maximum permissible tolerance) because of an overproduction (whether or not the same was permissible at the time) prior to the date hereof.

(e) Sale of Production.

(1) None of the Collateral is subject to any contractual or other arrangement (i) whereby payment for production is or can be deferred for a substantial period after the month in which such production is delivered (in the case of oil, not in excess of 60 days, and in the case of gas, not in excess of 90 days) or (ii) whereby payments are made to Debtor other than by checks, drafts, wire transfer advises or other similar writings, instruments or communications for the immediate payment of money.

(2) Except as otherwise specifically disclosed to Secured Party in writing, none of the Collateral is subject to any contractual or other arrangement for the sale, processing or transportation of production (or otherwise related to the marketing of production) which cannot be canceled on 120 days' (or less) notice and (b) all contractual or other arrangements for the sale, processing or transportation of production (or otherwise related to the marketing of production) are bona fide arm's length transactions made on the commercially reasonable terms with third parties not affiliated with Debtor.

[redacted] [redacted] [redacted]

(3) Debtor is entitled to receive a price for all production from (or attributable to) each Lease or Well covered by a production sales contract or marketing contract that is computed in accordance with the terms of such contract, and Debtor is not having deliveries of production from such Lease or Well curtailed substantially below such property's delivery capacity.

(4) Neither Debtor, nor its predecessors in title, have received prepayments (including payments for gas not taken pursuant to "take or pay" or other similar arrangements) for any oil, gas or other hydrocarbons produced or to be produced from any Lease or Well after the date hereof. No Oil and Gas Property is subject to any "take or pay" or other similar arrangement (a) which can be satisfied in whole or in part by the production or transportation of gas from other properties or (b) as a result of which production from any Oil and Gas Property 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.

(5) Except as otherwise specifically disclosed to Secured Party in writing, there is no Lease or Well with respect to which Debtor or Debtor's predecessors in title, have, 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 Lease or Well would entitle it to take;

(6) No Lease or Well is subject to a gas balancing arrangement under which one or more third parties may take a portion of the production attributable to such Lease or Well 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. No Oil and Gas Property is subject at the present time to any regulatory refund obligation and, to the knowledge of Debtor, no facts exist which might cause the same to be imposed.

(f) Condition of Personal Property. The inventory, equipment, fixtures and other tangible personal property and fixtures forming a part of the Collateral are in good repair and condition and are adequate for the normal operation of the Collateral in accordance with prudent industry standards, and the Collateral includes all equipment necessary or advisable for the proper and efficient operation of the wells and leases, licenses, subleases, sublicenses and rights-of-way included in the Collateral. All of such Collateral is located on the Land.

(g) Contracts and Agreements. Except for contracts and agreements that do not have a material effect on the use, ownership, value or operation of the Collateral, and except for those contracts and agreements specifically disclosed to Secured Party pursuant to the Credit Agreement, Exhibit "A" sets forth all operating agreements, equipment leases, production sales, purchase, exchange or processing agreements, transportation or gathering agreements, farmout or farmin agreements, disposal agreements, area of mutual interest agreements and other contracts and agreements that cover, affect or otherwise relate to the Lands or the leases, licenses, subleases, sublicenses, easements, rights-of-way, agreements and other documents and instruments described in Exhibit "A" that relate to operations thereon, or the production, treatment, storage, gathering, transportation, handling, processing, manufacturing, sale or marketing of Hydrocarbons produced therefrom or allocated or attributed thereto.

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(h) Consents and Preferential Rights to Purchase. Except as specifically set forth in Exhibit A or as otherwise specifically disclosed to Secured Party in writing, there are no preferential rights to purchase all or any portion of the Collateral and there are no rights of third parties to consent to the transfer of all or any portion of the Collateral.

(i) Taxes. All ad valorem taxes assessed against any of the Collateral or any part thereof and all production, severance and other taxes assessed against, or measured by, the production or the value, or proceeds, of the production therefrom have been paid and discharged to the extent that they are due and payable, except to the extent Debtor is in good faith contesting the validity thereof by appropriate proceedings and has set aside on its books reserves therefor in accordance with GAAP.

(j) Federal State and Tribal Interests Leases. Debtor is duly qualified to own, hold and operate leases, easements, rights-of-way, mineral agreements and other agreements covering, affecting or otherwise relating to federal, state and tribal lands (including, without limitation, leases, easements and rights-of-way issued by the Bureau of Land Management; leases, easements and rights-of-way issued by the Bureau of Indian Affairs; and leases, easements, rights-of-way, mineral agreements and other agreements with tribal governments or agencies or allottees).

(k) Environmental Matters. The Collateral and Debtor are not in violation of Section 5.11 of the Credit Agreement.

(l) Non-Foreign Person Status. Debtor is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended (the "Code"), Sections 1445 and 7701; that is, Debtor is not a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and any regulations promulgated thereunder.

(m) Structure. Debtor's exact legal name, identity, company structure and state of organization are correctly reflected in the preamble to this Instrument.

(n) Organizational Identification Number. Debtor's organizational identification number is correctly set forth on the first page of this Instrument.

Section 2.2 Covenants. Debtor covenants and agrees as follows:

(a) Obligations. Debtor shall pay when due and perform the Obligations in accordance with the terms thereof and hereof.

(b) Recording and Filing.

(1) Debtor shall (i) promptly and at Debtor's own expense, file (or cooperate with Lender in its filing) in such offices, at such times and as often as may be necessary, this Instrument and every other instrument in addition or supplemental hereto, including applicable financing statements, as may be necessary to create, perfect, maintain and preserve the first priority of the liens and security interests intended to be created hereby and the rights and remedies of Secured Party hereunder; (ii) promptly furnish to Secured Party evidence

satisfactory to Secured Party of all such filings; and (iii) otherwise do all things necessary or expedient to be done effectively to create, perfect, maintain and preserve the priority of the liens and security interests intended to be created hereby as a first lien on real property and fixtures and a first priority security interest in personal property and fixtures.

(2) Debtor hereby authorizes Secured Party, at any time and from time to time, to file any initial financing statements, amendments thereto and continuation statements with or without signature of Debtor as authorized by applicable law, as applicable to the Collateral and authorizes Secured Party to describe the Collateral therein as "all assets of Debtor." For purposes of such filings, Debtor agrees to furnish any information requested by Secured Party promptly upon request by Secured Party. Debtor also ratifies its authorization for Secured Party to have filed any like initial financing statements, amendments thereto or continuation statements if filed prior to the date of this Instrument. Debtor hereby irrevocably constitutes and appoints Secured Party and any officer or agent of Secured Party, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Debtor or in Debtor's own name to execute in Debtor's name any such documents and to otherwise carry out the purposes of this Section 2.2(b)(2), to the extent that Debtor's authorization above is not sufficient. To the extent permitted by law, Debtor hereby ratifies all acts said attorneys-in-fact shall lawfully do, have done in the past or cause to be done in the future by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(c) Modifications and Dispositions. Without the prior written consent of Secured Party, Debtor shall not (i) amend, modify or otherwise revise any lease, license or other agreement described in Exhibit "A"; (ii) release, surrender, abandon or forfeit the Collateral or any part thereof; (iii) sell, convey, assign, lease, sublease, alienate, mortgage or grant security interests in or otherwise dispose of or encumber the Collateral or any part thereof, except to the extent explicitly permitted by the Credit Agreement and except sales of severed Hydrocarbons in the ordinary course of Debtor's business and for fair consideration, and except for the liens and security interests created by this Instrument and liens for taxes, assessments and governmental charges not delinquent; or (iv) consent to, permit or authorize any such act by another party with respect to the Lands, the Wells, the Collateral or any part thereof.

(d) Maintenance of Collateral. Debtor shall, at Debtor's own expense, (i) keep in full force and effect all of the leases, licenses and other agreements described in Exhibit "A" and all rights-of-way, easements and privileges necessary or appropriate for the proper operation of such leases, licenses and agreements, by the proper payment of all rentals, royalties and other sums due thereunder and the proper performance of all obligations and other acts required thereunder except as otherwise permitted in the Credit Agreement; (ii) cause the Collateral to be properly maintained, developed and continuously operated for the production of Hydrocarbons and protected against drainage and damage in a good and workmanlike manner as a prudent operator would in accordance with good oil field practice and applicable federal, state, tribal and local laws, rules, regulations and orders; (iii) pay or cause to be paid when due all expenses incurred in connection with such maintenance, development, operation and protection of the Collateral except as otherwise permitted in the Credit Agreement; (iv) keep all goods, including equipment, inventory and fixtures included in the Collateral in good and effective repair, working order and operating condition and make all repairs, renewals, replacements,

substitutions, additions and improvements thereto and thereof as are necessary and proper; (v) permit Secured Party, and its respective agents, employees, contractors, designees and consultants, to enter upon the Collateral during normal business hours and with reasonable advance notice for the purpose of investigating and inspecting the condition and operation of the Collateral, and do all things necessary or proper to enable Secured Party to exercise this right whenever Secured Party so desires; and (vi) do all other things necessary to keep unimpaired Secured Party's interests in the Collateral.

(e) Notification of Breach. Debtor shall promptly notify Secured Party in writing, not later than five (5) Business Days after any manager of Debtor has knowledge thereof (i) if any representation or warranty of Debtor contained in this Instrument is discovered to be or becomes untrue, or (ii) Debtor fails to perform or comply with any covenant or agreement contained in this Instrument or it is reasonably anticipated that Debtor will be unable to perform or comply with any covenant or agreement contained in this Instrument, in each such case where such untruthfulness or failure to perform or comply could result in a Material Adverse Change. Debtor shall cause all the representations and warranties of Debtor contained in this Instrument to be true and correct in all material respects from time to time and all times.

(f) Defense of Title. If the title or interest of Debtor or Secured Party to the Collateral or any part thereof, or the lien or encumbrance created by this Instrument, or the rights or powers of Secured Party hereunder, shall be attacked, either directly or indirectly, or if any legal proceedings are commenced against Debtor or the Collateral, Debtor shall promptly give written notice thereof to Secured Party and at Debtor's own expense shall take all reasonable steps diligently to defend against any such attack or proceedings, employing attorneys acceptable to Secured Party. Secured Party may take such independent action in connection therewith as it may in its discretion deem advisable, and all costs and expenses, including without limitation, reasonable attorneys' fees and legal expenses, incurred by or on behalf of Secured Party in connection therewith shall be a demand obligation owing by Debtor to Secured Party and shall bear interest at the Default Rate from the date incurred until paid, and shall constitute a part of the Obligations and be indebtedness secured and evidenced by this Instrument.

(g) Environmental Matters. Debtor will not cause or will not permit the Collateral or Debtor to be in violation of the covenants set forth in Section 6.12 of the Credit Agreement.

(h) Change in Structure. Debtor shall not cause or permit any change to be made in its name, address, organizational identity number, identity, company structure or state of organization, unless Debtor shall have notified Secured Party of such change at least thirty days prior to the effective date of such change, and shall have first taken all action required by Secured Party for the purpose of further perfecting or protecting the security interest in favor of Secured Party in the Collateral. In any notice furnished pursuant to this Subsection 2.2(h), Debtor shall expressly state that the notice is required by this Instrument and contains facts that may require additional filings of financing statements or other notices for the purposes of continuing perfection of Secured Party's security interest in the Collateral.

(i) Further Assurances. Debtor shall execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, to Secured Party such other and further

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instruments and do such other acts as in the reasonable opinion of Secured Party may be necessary or desirable to effect the intent of this Instrument, promptly upon request of Secured Party and at Debtor's expense.

Section 2.3 Costs, Expenses and Indemnities. Debtor agrees to pay and indemnify Secured Party as follows:

(a) Costs and Expenses. Debtor shall indemnify Secured Party from and reimburse and pay Secured Party for all fees, costs and expenses (including without limitation, reasonable attorneys' fees, court costs and legal expenses and reasonable consultant's and expert's fees and expenses), incurred or expended by Secured Party in connection with (i) the breach by Debtor of any representation or warranty contained in this Instrument, the Credit Agreement, the Note, the Transactions or any other documents and instruments evidencing, securing or otherwise relating to the Obligations, (ii) the failure by Debtor to perform any agreement, covenant, condition, indemnity or obligation contained in this Instrument, the Credit Agreement, the Note, the Transactions or any other documents and instruments evidencing, securing or otherwise relating to the Obligations, (iii) Secured Party's exercise of any of its rights and remedies under this Instrument, the Credit Agreement, the Note, the Transactions and the other documents and instruments evidencing, securing or otherwise relating to the Obligations, or (iv) the protection of the Collateral and the liens thereon and security interests therein created by this Instrument. All such fees, costs and expenses shall be a demand obligation owing by Debtor to Secured Party and shall bear interest at the Default Rate from the date incurred until paid, and shall constitute a part of the Obligations and be indebtedness secured and evidenced by this Instrument. The liabilities of Debtor as set forth in this Section 2.3(a) shall survive the termination of this Instrument.

(b) Indemnity. Debtor shall indemnify and hold harmless Secured Party and persons or entities owned or controlled by or affiliated with Secured Party and their respective directors, officers, shareholders, partners, employees, consultants and agents (herein individually, an "Indemnified Party," and collectively, "Indemnified Parties") from and against, and reimburse and pay Indemnified Parties with respect to, any and all claims, demands, liabilities, losses, damages (including without limitation, actual, consequential, exemplary and punitive damages), causes of action, judgments, penalties, fees, costs and expenses (including without limitation, reasonable attorneys' fees, court costs and legal expenses and reasonable consultant's and expert's fees and expenses), of any and every kind or character, known or unknown, fixed or contingent, that may be imposed upon, asserted against or incurred or paid by or on behalf of any Indemnified Party on account of, in connection with, or arising out of (i) any bodily injury or death or property damage occurring in or upon or in the vicinity of the Collateral through any cause whatsoever, (ii) any act performed or omitted to be performed hereunder or the breach of or failure to perform any warranty, representation, indemnity, covenant, agreement or condition contained in this Instrument, the Credit Agreement, the Note, the Transactions or any other documents and instruments evidencing, securing or relating to the Obligations, (iii) any transaction, act, omission, event or circumstance arising out of or in any way connected with the Collateral or with this Instrument, the Credit Agreement, the Note, the Transactions or any other documents and instruments evidencing, securing or relating to the Obligations, and (iv) the violation of or failure to comply with any statute, law, rule, regulation or order, including without limitation, Environmental Laws and statutes, laws, rules, regulations and orders relating

to Hazardous Materials or solid waste. Without limiting the generality of the foregoing, it is the intention of Debtor and Debtor agrees that the foregoing indemnities shall apply to each Indemnified Party with respect to claims, demands, liabilities, losses, damages (including without limitation, actual, consequential, exemplary and punitive damages), causes of action, judgments, penalties, fees, costs and expenses (including without limitation, reasonable attorneys' fees, court costs and legal expenses and reasonable consultant's and expert's fees and expenses) of any and every kind or character, known or unknown, fixed or contingent, that in whole or in part are caused by or arise out of the negligence of such Indemnified Party; however, such indemnities shall not apply to any Indemnified Party to the extent the subject of the indemnification is caused by or arises out of the gross negligence or willful misconduct of such Indemnified Party. The foregoing indemnities shall not terminate upon the release, foreclosure or other termination of this Instrument, but shall survive the foreclosure of the liens and security interests created by this Instrument or conveyance in lieu of foreclosure and the repayment and performance of the Obligations and the discharge and release of the liens and security interest created by this Instrument and the other instruments and documents evidencing, securing or relating to the Obligations. Any amount to be paid hereunder by Debtor to Secured Party or for which Debtor has indemnified an Indemnified Party shall be a demand obligation owing by Debtor to Secured Party and shall bear interest at the Default Rate from the date incurred until paid, and shall constitute a part of the Obligations and be indebtedness secured and evidenced by this Instrument. The rights, powers and remedies herein conferred are cumulative, and not exclusive, of any and all other rights, powers and remedies existing at law or in equity (including without limitation, rights, powers and remedies under Environmental Laws) or provided for in any other documents or instruments evidencing, securing or relating to the Obligations and nothing in this paragraph or elsewhere in this Instrument or in any other documents or instruments evidencing, securing or relating to the Obligations shall limit or impair any rights, powers or remedies of Secured Party under any Environmental Laws, including without limitation any rights of contribution or indemnification available thereunder. The liabilities of Debtor as set forth in this Section 2.3(b) shall survive the termination of this Instrument.

Section 2.4 Performance by Secured Party. Debtor agrees that, if Debtor fails to perform any act which Debtor is required to perform hereunder, Secured Party may, but shall not be obligated to, perform or cause to be performed such act, and any expense so incurred by Secured Party in connection therewith shall be a demand obligation owing by Debtor to Secured Party and shall bear interest at the Default Rate from the date incurred until paid, and shall constitute a part of the Obligations and be indebtedness secured and evidenced by this Instrument, and Secured Party shall be subrogated to all of the rights of the party receiving such payment. Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact and proxy, with full authority in the place and stead of Debtor and in the name of Debtor or otherwise, from time to time to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Instrument. Such appointment is coupled with an interest and shall be irrevocable from the date hereof and so long as any part of the Obligations is outstanding.

ARTICLE III

Collection of Proceeds of Production

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Section 3.1 Assignment of Proceeds. Pursuant to paragraph C of the granting clause of this Instrument, Secured Party is absolutely assigned and entitled to receive all of the severed and extracted Hydrocarbons produced from or allocated or attributed to all of the Collateral, together with all of the proceeds thereof and payments in lieu thereof such as "take or pay" or similar payments. Debtor acknowledges and agrees that said assignment is intended to be an absolute and unconditional assignment and not merely a pledge of or creation of a security interest in said Hydrocarbons and proceeds or an assignment as additional security. Debtor shall execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, transfer orders or letters-in-lieu thereof directing all pipeline companies or other purchasers of Hydrocarbons to make payments directly to Secured Party. All parties producing, purchasing, receiving or having in their possession any such Hydrocarbons or proceeds are hereby authorized and directed by Debtor to treat and regard Secured Party as the party entitled in Debtor's place and stead to receive such Hydrocarbons and proceeds; and said parties shall be fully protected in so treating and regarding Secured Party and shall be under no obligation to see to the application by Secured Party of any such proceeds received by it. For its convenience, Secured Party may, with respect to any or all such Hydrocarbons or proceeds, permit Debtor to receive such Hydrocarbons or proceeds until such time as Secured Party shall have made written demand therefor. Such election by Secured Party shall not in any way waive the right of Secured Party to demand and receive such Hydrocarbons and proceeds thereafter allocated or attributed to the Collateral and shall not in any way diminish the absolute and unconditional right of Secured Party to receive all of such Hydrocarbons and proceeds and cash proceeds not theretofore expended by or distributed to Debtor. Any such Hydrocarbons or proceeds received by Debtor shall, when received, constitute trust funds in Debtor's hands and shall be held by Debtor for the benefit of Secured Party. Notwithstanding the foregoing, Debtor shall be permitted to use the proceeds from the sale of Hydrocarbons as permitted in the Credit Agreement. Debtor hereby agrees that upon the first to occur of either (A) written demand of Secured Party, or (B) the occurrence of any event which constitutes an Event of Default (as hereinafter defined) or which upon the giving (or receiving) of notice or lapse of time, or both, would constitute such an Event of Default, all cash, proceeds, instruments and other property, of whatever kind or character, received by Debtor on account of the Collateral, whether received by Debtor in the exercise of its collection rights hereunder or otherwise, shall, in accordance with instructions then given by Secured Party, be remitted to Secured Party or deposited to an account designated by Secured Party, in the form received (properly assigned or endorsed to the order of Secured Party or for collection and in accordance with Secured Party's instructions) not later than the first banking business day following the day of receipt, to be applied as provided in Section 3.2 hereof and, until so applied, may be held by Secured Party in a separate account on which Debtor may not draw. Debtor agrees not to commingle any such property, following the receipt of any such demand from Secured Party or the occurrence of an Event of Default, with any of its other funds or property and agrees to hold the same upon an express trust for Secured Party until remitted to Secured Party.

Section 3.2 Application of Proceeds. Secured Party shall apply all of the proceeds received pursuant to Section 3.1 hereof as provided in the Credit Agreement, unless otherwise agreed to by Secured Party and Debtor.

Section 3.3 Inclusion in Sale. Upon any sale of any of the Collateral pursuant to Article V hereof and expiration of any mandatory redemption periods, the Hydrocarbons

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thereafter produced from or attributed to the part of the Collateral so sold, and the proceeds thereof, shall be included in such sale and shall pass to the purchaser free and clear of the provisions of this Article III.

Section 3.4 No Liability in Secured Party. Secured Party is hereby absolved from all liability for failure to enforce collection of any such proceeds and from all other responsibility in connection therewith, except the responsibility to account to Debtor for proceeds actually received.

Section 3.5 Indemnity. Debtor shall indemnify Secured Party against all claims, actions, liabilities, judgments, costs, reasonable attorneys' fees or other charges of every kind or nature ("Claims") made against or incurred by Secured Party as a consequence of the assertion, either before or after the payment in full of the Obligations, that Secured Party received Hydrocarbons or proceeds pursuant to this Article III which were claimed by third persons. Secured Party shall have the right to employ attorneys and to defend against any Claims, and unless furnished with reasonable indemnity, Secured Party shall have the right to pay or compromise and adjust all Claims. Debtor shall indemnify and pay to Secured Party all such amounts as may be paid with respect thereto or as may be successfully adjudicated against Secured Party, and such amounts shall be a demand obligation owing by Debtor to Secured Party and shall bear interest at the Default Rate from the date incurred until paid, and shall constitute a part of the Obligations and be indebtedness secured and evidenced by this Instrument. The liabilities of Debtor as set forth in this Section 3.5 shall survive the termination of this Instrument.

Section 3.6 Rights of Secured Party. Subject to the provisions of the Credit Agreement, Secured Party shall have the immediate and continuing right to demand, collect, receive and receipt for all production, proceeds and payments assigned hereunder, and Secured Party is hereby appointed agent and attorney-in-fact of Debtor (which appointment is coupled with an interest and is irrevocable) for the purpose of executing any release, receipt, division order, transfer order, relinquishment or other instrument that Secured Party deems necessary in order for Secured Party to collect and receive such production, proceeds and payments. In addition, Debtor agrees that, upon the request of Secured Party, it will promptly execute and deliver to Secured Party such transfer orders, payment orders, division orders and other instruments as Secured Party may deem necessary, convenient or appropriate in connection with the payment and delivery directly to Secured Party of all proceeds, production, and payments assigned hereunder. Debtor hereby authorizes and directs that, upon the request of Secured Party, all pipeline companies, purchasers, transporters and other parties now or hereafter purchasing oil, gas or other mineral production produced from or allocated or attributed to the Collateral or any other interest of Debtor (whether now owned or hereafter acquired by operation of law or otherwise), in, to or relating to the Lands or to any of the estates, property, rights or other interests included in the Collateral, or any part thereof, or now or hereafter having in their possession or control any production from or allocated to the Collateral or any other interest of Debtor (whether now owned or hereafter acquired by operation of law or otherwise), in, to or relating to the Lands or to any of the estates, property, rights or other interests included in the Collateral, or any part thereof, or the proceeds therefrom, or now or hereafter otherwise owing monies to Debtor under contracts and agreements herein assigned, shall, until Secured Party directs otherwise, pay and deliver such proceeds, production or amounts directly to Secured

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Party at Secured Party's address set forth in the introduction to this Instrument, or in such other manner as Secured Party may direct such parties in writing, and this authorization shall continue until the assignment of production and proceeds contained herein is released and reassigned. Debtor agrees that all division orders, transfer orders, receipts and other instruments that Secured Party may from time to time execute and deliver for the purpose of collecting and receipting for such proceeds, production or payments may be relied upon in all respects, and that the same shall be binding upon Debtor and its successors and assigns. No payor making payments to Secured Party at its request under the assignment of production and proceeds contained herein shall have any responsibility to see to the application of any of such funds, and any party paying or delivering proceeds, production or amounts to Secured Party under such assignments shall be released thereby from any and all liability to Debtor to the full extent and amount of all payments, production or proceeds so delivered. Debtor agrees to indemnify and hold harmless any and all parties making payments to Secured Party, at the request of the Secured Party under the assignment of production and proceeds contained herein, against any and all liabilities, actions, claims, judgments, costs, charges and attorneys' fees and legal expenses resulting from the delivery of such payments to Secured Party. The indemnity agreement contained in the previous sentence is made for the direct benefit of and shall be enforceable by all such persons and shall survive the termination of this Instrument. Should Secured Party bring suit against any third party for collection of any amounts or sums included within the assignment of production and proceeds contained herein (and Secured Party shall have the right to bring any such suit), it may sue either in its own name or in the name of Debtor, or both.

Section 3.7 Designation of New Purchaser(s). Should any purchaser taking the production from the Collateral or any other interest of Debtor (whether now owned or hereafter acquired by operation of law or otherwise), in, to or relating to the Lands or to any of the estates, property, rights or other interests included in the Collateral, or any part thereof, fail to make any payment promptly to Secured Party, in accordance with the assignment of production and proceeds herein made, then Secured Party, to the fullest extent permissible under applicable law, shall have the right to designate another purchaser with whom a new connection may be made, without any liability on the part of Secured Party in making such designation; and failure of Debtor to consent to and promptly effect such change of purchaser shall constitute an Event of Default under Article V below.

Section 3.8 No Delegation or Assumption. Nothing in this Instrument shall be deemed or construed to create a delegation to or assumption by Secured Party, of the duties and obligations of Debtor under any agreement or contract relating to the Collateral or any portion thereof, and all of the parties to any such contract shall continue to look to Debtor for performance of all covenants and other obligations and the satisfaction of all representations, warranties, covenants, indemnities and other agreements of Debtor thereunder, notwithstanding the assignment of production and proceeds contained herein or the exercise by Secured Party, prior to foreclosure, of any of its rights hereunder or under applicable law.

Section 3.9 Cumulative. The assignment of production and proceeds contained herein shall not be construed to limit in any way the other rights and remedies of Secured Party hereunder, including without limitation, its right to accelerate the indebtedness evidenced by the Obligations upon an Event of Default and the other rights and remedies herein conferred,

conferred in the other documents and instruments evidencing, securing or relating to the Obligation, or conferred by operation of law.

ARTICLE IV

Termination and Release

Section 4.1 Release Upon Termination. If all of the Obligations shall be paid in full and otherwise satisfied pursuant to the terms and conditions of this Instrument and the other documents and instruments evidencing, securing or relating to the Obligations, and if Debtor shall have well and truly performed all of the covenants and agreements herein contained, and if Secured Party has no further obligation to advance any amounts to Debtor, then all of the Collateral shall revert to Debtor, the liens, security interests, assignment of proceeds and mortgages created by this Instrument shall terminate and Secured Party, shall, promptly after the request of Debtor, execute, acknowledge and deliver to Debtor a release or reconveyance of this Instrument and such other instruments as may be necessary to evidence the termination of the liens, security interests, assignment of proceeds and production, and mortgages created by this Instrument.

Section 4.2 Partial Release. No partial release or reconveyance from the liens and security interests created by this Instrument of any part of the Collateral by Secured Party shall in any way alter, vary or diminish the force or effect of this Instrument or impair, release or subordinate the liens and security interests created by this Instrument on the remainder of the Collateral. Except as specifically provided in any such partial release or reconveyance (a) this Instrument and liens and security interests created hereby shall remain in full force and effect, (b) such partial release or reconveyance will not modify or affect the terms, conditions or provisions of this Instrument, and (c) nothing contained in any such partial release or reconveyance shall be deemed to be, or construed as, a waiver of any such terms, conditions or provisions or as a waiver of any other term, condition or provision.

Section 4.3 Costs, Expenses and Effect. Debtor shall pay all reasonable legal fees and other fees, costs and expenses incurred by Secured Party for preparing and reviewing instruments of termination and release or reconveyance and the execution and delivery thereof and Secured Party may require payment of the same prior to delivery of such instruments. The release and reconveyance of this Instrument and the termination of the liens and security interests created by this Instrument, shall not terminate or otherwise affect Secured Party's right or ability to exercise any right, power or remedy relating to any claim for breach of warranty or representation, for failure to perform any covenant or other agreement, under any indemnity or for fraud, deceit or other misrepresentation or omission.

ARTICLE V

Default

Section 5.1 Events of Default. The occurrence of any of the following events shall constitute an event of default ("Event of Default") and upon the occurrence thereof the liens and

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security interests created hereby shall be subject to foreclosure in any manner provided for herein or provided for by applicable law:

(a) Failure of Debtor to pay as and when provided herein any fee or other amount due Secured Party under this Instrument when due within three (3) Business Days after the same becomes due;

(b) Failure of Debtor to perform or observe any covenant, agreement, indemnity, condition or provision in this Instrument and such failure remains unremedied for a period of thirty (30) days after notice of such failure is given by Secured Party to Debtor;

(c) Any of Debtor's representations or warranties made in this Instrument or any statement or certificate at any time given in writing pursuant hereto or in connection herewith shall be false or misleading in any material respect as of the date made or deemed made;

(d) An "Event of Default" as defined in the Credit Agreement shall occur; or

(e) A default, event of default, termination event or other similar event (however described) shall occur under any Transaction.

Section 5.2 Treatment of Fixtures. Upon the occurrence of any Event of Default, or at any time thereafter, if deemed appropriate by Secured Party or if required by applicable law, Secured Party may elect to treat the fixtures included in the Collateral either as real property or as personal property, or both, and proceed to exercise such rights as apply to the type of property selected.

Section 5.3 Foreclosure. Upon the occurrence of any Event of Default, or at any time thereafter, in addition to any other rights, powers and remedies herein conferred or conferred by operation of law, Secured Party shall have all of the rights, powers and remedies of a secured party, and a mortgagee granted under applicable law. Secured Party may, without notice, demand or declaration of default, which are hereby waived by Debtor, proceed by one or more actions in equity or at law for the seizure and sale of the Collateral or any portion thereof, for the foreclosure or sale of the Collateral or any portion thereof by judicial foreclosure by appropriate proceedings in any court of competent jurisdiction, by power of sale or in any other manner then permitted by law, for the specific performance of any covenant or agreement of Debtor herein contained or in aid of the execution of any right, power or remedy herein granted, or for the enforcement of any other appropriate equitable or legal remedy and to recover judgment against Debtor. In furtherance, and not in limitation, thereof:

(a) Mortgage. This Instrument shall constitute a mortgage, and upon the occurrence of an Event of Default and during the continuance thereof may be foreclosed as to any of the Collateral by judicial action, by advertisement under power of sale or in any manner then permitted by applicable law.

(b) Election. In the event a sale of the Collateral under the power of sale shall be commenced by Secured Party, Secured Party may at any time before the sale of the Collateral, elect to abandon the sale, and Secured Party may then institute a suit for the collection of the

Obligations and for the foreclosure of this Instrument by judicial action or power of sale. It is agreed that if Secured Party should institute a suit for the foreclosure of this Instrument by judicial action, Secured Party may at any time before the entry of a final judgment, dismiss such suit, and then sell the Collateral under the power of sale herein granted in accordance with the provisions of this Instrument.

(c) Additional Actions. This Instrument shall also constitute and may be enforced from time to time as an assignment, chattel mortgage, contract, mortgage, financing statement and security agreement, a "credit support document" (however described) in connection with Transactions, and from time to time as any one or more thereof as appropriate under applicable law. Secured Party shall be entitled to all of the rights, remedies and benefits of a secured party, mortgagee and "swap participant" (or similar term however described) granted under applicable law; and, to the fullest extent of such law, shall be entitled to enforce such rights, remedies and benefits. Debtor intends and hereby grants to Secured Party all rights, powers and remedies accorded a secured party, mortgagee and swap participant under applicable law whether or not such rights, powers and remedies are expressly granted or reserved herein.

(d) Notice, Place and Manner of Sale. Any sale of the Collateral under this Article V shall take place at such place or places and otherwise in such manner and upon such notice as may be required by law; or, in the absence of any such requirement, as Secured Party may deem appropriate. Debtor expressly agrees that Secured Party may offer the Collateral as a whole or in such parcels or lots as Secured Party elects, regardless of the manner in which the Collateral may be described. Debtor agrees that each of the oil and gas leases, wells, spacing and other units and the undivided interests thereof described in Exhibit A are encumbered by this Instrument as separate and distinct parcels and lots, and Secured Party may, subject to mandatory provisions of applicable law, have such property sold at one or more sales, as an entirety or in parcels. Secured Party may comply with any applicable state or federal law or regulatory requirement in connection with a disposition of the Collateral, and such compliance will not be considered to affect adversely the commercial reasonableness of any sale of the Collateral. Secured Party may sell the Collateral without giving any warranties as to the Collateral, and specifically disclaim any warranties of title, merchantability, fitness for a specific purpose or the like, and this procedure will not be considered to affect adversely the commercial reasonableness of any sale of the Collateral. Debtor acknowledges that a private sale of the Collateral may result in less proceeds than a public sale.

(e) Postponement of Sale. Any sale of the Collateral conducted under this Article V may be postponed from time to time as provided by applicable law; or, in the absence of any such provisions, Secured Party may postpone the sale of the Collateral or any part thereof by public announcement at the time and place of such sale, and from time to time thereafter may further postpone such sale by public announcement made at the time of sale fixed by the preceding postponement. Sale of a part of the Collateral will not exhaust the power of sale, and sales may be made from time to time until all Collateral is sold or the Obligations are paid in full.

(f) Secured Party's Right to Purchase. Secured Party shall have the right to bid or to become the purchaser at any sale made pursuant to the provisions of this Article V, and shall have the right to credit upon the amount of the bid made therefor the amount payable to it out of the net proceeds of such sale.

[redacted] [redacted] [redacted]

(g) Conveyance to Purchaser. Any deed, bill of sale or other conveyance executed by or on behalf of the sheriff or other official or party responsible for conducting the sale shall be prima facie evidence of the compliance with all statutory requirements for the sale and execution of such deed, bill of sale or other conveyance and will conclusively establish the truth and accuracy of the recitals and other matters stated therein, including, without limitation, nonpayment or nonperformance of the Obligations, violation of the terms and covenants contained herein, and the advertisement and conduct of such sale in the manner provided herein or as provided by applicable law. Debtor does hereby ratify and confirm all legal acts that Secured Party may do in carrying out the provisions of this Instrument. Any sale of the Collateral or any portion thereof pursuant to the provisions of this Article V will operate to divest all right, title, interest, claim and demand of Debtor in and to the property sold and will be a perpetual bar against Debtor and shall, subject to applicable law, vest title in the purchaser free and clear of all liens, security interests and encumbrances, including without limitation, liens, security interests and encumbrances junior or subordinate to the liens, security interests and encumbrances created by this Instrument. Upon any sale of the Collateral or any portion thereof pursuant to the provisions of this Article V, the receipt by Secured Party, the sheriff or other official or party responsible for conducting the sale, shall be sufficient discharge to the purchaser or purchasers at any sale for the purchase money, and such purchaser or purchasers and the heirs, devisees, personal representatives, successors and assigns thereof shall not, after paying such purchase money and receiving such receipt of Secured Party, the sheriff or such other official or party, be obliged to see to the application thereof or be in anywise answerable for any loss, misapplication or nonapplication thereof. Any purchaser at a sale will, subject to mandatory redemption periods, if any, receive immediate possession of the Collateral purchased, and Debtor agrees that if Debtor retains possession of the Collateral or any part thereof subsequent to such sale, Debtor will be considered a tenant at sufferance of the purchaser, and will, if Debtor remains in possession after demand to remove, be guilty of forcible detainer, and will be subject to eviction and removal, forcible or otherwise, with or without process of law and all damages to Debtor by reason thereof are hereby expressly waived by Debtor.

(h) Federal and Tribal Transfers. Upon a sale conducted pursuant to this Article V of all or any portion of the Collateral consisting of interests (the "Federal and Tribal Interests") in leases, easements, rights-of-way, agreements or other documents and instruments covering, affecting or otherwise relating to federal or tribal lands (including, without limitation, leases, easements and rights-of-way issued by the Bureau of Land Management; leases, easements and rights-of-way issued by the Bureau of Indian Affairs; and leases, easements, rights-of-way and minerals agreements with tribal governments or agencies or allottees), Debtor agrees to take all action and execute all instruments necessary or advisable to transfer the Federal and Tribal Interests to the purchaser at such sale, including without limitation, to execute, acknowledge and deliver assignments of the Federal and Tribal Interests on officially approved forms in sufficient counterparts to satisfy applicable statutory and regulatory requirements, to seek and request approval thereof and to take all other action necessary or advisable in connection therewith. Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact and proxy, with full power and authority in the place and stead of Debtor, in the name of Debtor or otherwise, to take any such action and to execute any such instruments on behalf of Debtor that Secured Party may deem necessary or advisable to so transfer the Federal and Tribal Interests, including without limitation, the power and authority to execute, acknowledge and deliver such assignments, to seek and request approval thereof and to take all

other action deemed necessary or advisable by Secured Party in connection therewith; and Debtor hereby adopts, ratifies and confirms all such actions and instruments. Such power of attorney and proxy is coupled with an interest, shall survive the dissolution, termination, reorganization or other incapacity of Debtor and shall be irrevocable. No such action by Secured Party shall constitute acknowledgment of, or assumption of liabilities relating to, the Federal and Tribal Interests, and neither Debtor nor any other party may claim that Secured Party is bound, directly or indirectly, by any such action.

Section 5.4 Personal Property. Upon the occurrence of any Event of Default, or at any time thereafter, in addition to all other rights, powers and remedies herein conferred or conferred by operation of law, Secured Party shall have all of the rights and remedies of an assignee and secured party granted by applicable law, including without limitation, the applicable Uniform Commercial Code as then in effect, and shall, to the extent permitted by applicable law, have the right and power, but not the obligation, to take possession of the personal property included in the Collateral and any proceeds thereof wherever located, and for that purpose Secured Party may enter upon any premises on which any or all of such personal property is located and take possession of and operate such personal property or remove the same therefrom. Secured Party may require Debtor to assemble such personal property and make it available to Secured Party at a place to be designated by Secured Party that is reasonably convenient to both parties. The following presumptions shall exist and shall be deemed conclusive with regard to the exercise by Secured Party of any of its remedies with respect to personal property:

(a) If notice is required by applicable law, Debtor agrees that ten days' prior written notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition thereof is to be made shall be deemed reasonable notice to Debtor. No such notice is necessary if such property is perishable, threatens to decline speedily in value or is of a type customarily sold on a recognized market.

(b) If Secured Party in good faith believes that the Securities Act of 1933 or any other state or federal law prohibits or restricts the customary manner of sale or distribution of any of such property, Secured Party may sell such property privately or in any other manner deemed advisable by Secured Party at such price or prices as Secured Party determines in its sole discretion. Debtor recognizes that such prohibition or restriction may cause such property to have less value than it otherwise would have and that, consequently, such sale or disposition by Secured Party may result in a lower sales price than if the sale were otherwise held.

Section 5.5 Possession. Upon the occurrence of any Event of Default, or at any time thereafter, in addition to all other rights, powers and remedies herein conferred or conferred by operation of law, Secured Party shall, to the extent not prohibited by applicable law, have the right and power, but not the obligation, to enter upon and take immediate possession of the Collateral or any portion thereof, to exclude Debtor therefrom, to hold, use, operate, manage, enjoy and control such Collateral, to make all such repairs, replacements, alterations, additions and improvements to the same as Secured Party may deem proper or expedient, to sell all of the severed and extracted Hydrocarbons included in the same subject to the provisions of Article III hereof, to demand, collect and retain all other earnings, rents, issues, profits, proceeds and other sums due or to become due with respect to such Collateral accounting for and applying to the payment of the Obligations only the net earnings arising therefrom after charging against the

receipts therefrom all fees, costs, expenses, charges, damages and losses incurred by reason thereof plus interest thereon at the Default Rate without any liability to Debtor in connection therewith. Such possession shall at once be delivered to Secured Party upon request, and on refusal or failure to so deliver possession, the delivery of such possession may be enforced by Secured Party by any appropriate civil suit, proceeding or other action.

Section 5.6 Appointment of Receiver. Upon the occurrence of any Event of Default, or at any time thereafter, in addition to all other rights, powers and remedies herein conferred or conferred by operation of law, Secured Party shall be entitled to the appointment of a receiver of the Collateral without the necessity of the posting of a bond or notice; and shall, to the extent not prohibited by applicable law, be entitled to such receiver as a matter of right, without regard to the solvency or insolvency of Debtor, the value or adequacy of the Collateral or the Collateral being in danger of being materially injured or reduced in value as security by removal, destruction, deterioration, accumulation of prior liens or otherwise; and, to the extent not prohibited by applicable law, such receiver may be appointed by any court of competent jurisdiction upon ex parte application, and without notice, notice being expressly waived. Debtor does hereby consent to the appointment of such receiver or receivers, waive any and all defenses to such appointment, and agrees not to oppose any application therefor by Secured Party, and agrees that such appointment shall in no manner impair, prejudice or otherwise affect the rights of Secured Party under this Article V. Nothing herein is to be construed to deprive Secured Party of any other right, remedy or privilege it may now or hereafter have under law to have a receiver appointed. Any money advanced by Secured Party in connection with any such receivership shall be a demand obligation owing by Debtor to Secured Party and shall bear interest, from the date of making such advancement until paid, at the Default Rate. Any such receiver shall have all powers conferred by the court appointing such receiver, which powers shall, to the extent not prohibited by applicable law include, without limitation, the right to enter upon and take immediate possession of the Collateral or any part thereof, to exclude Debtor therefrom, to hold, use, operate, manage and control such Collateral, to make all such repairs, replacements, alterations, additions and improvements to the same as such receiver or Secured Party may deem proper or expedient, to lease, sell or otherwise transfer the Collateral or any portion thereof as such receiver or Secured Party may deem proper or expedient, to sell all of the severed and extracted Hydrocarbons included in the same subject to the provisions of Article III hereof, to demand and collect all of the other earnings, rents, issues, profits, proceeds and other sums due or to become due with respect to such Collateral, accounting for only the net earnings arising therefrom after charging against the receipts therefrom all fees, costs, expenses, charges, damages and losses incurred by reason thereof plus interest thereon at the Default Rate without any liability to Debtor in connection therewith which net earnings shall be turned over by such receiver to Secured Party to be applied by Secured Party to the payment of the Obligations in the order set forth in Section 5.10.

Section 5.7 Waiver by Debtor. To the extent not prohibited by applicable law, Debtor agrees that Debtor shall not at any time have, invoke, utilize or assert any right under any laws pertaining to the marshalling of assets or liens, the sale of property in the inverse order of alienation, the exemption of homesteads, the administration of estates of decedents, appraisement, moratorium, valuation, stay, extension or redemption now or hereafter in force, and Debtor hereby waives the benefit of all such laws to the fullest extent not prohibited by applicable law.

Section 5.8 Remedies Cumulative. All rights, powers and remedies herein conferred are cumulative, and not exclusive, of (a) any and all other rights and remedies herein conferred, (b) any and all rights, powers and remedies existing at law or in equity, and (c) any and all other rights, powers and remedies provided for in any other documents or instruments evidencing, securing or relating to the Obligations, and Secured Party shall, in addition to the rights, powers and remedies herein conferred, be entitled to avail itself of all such other rights, powers and remedies as may now or hereafter exist at law or in equity for the collection of and enforcement of the Obligations and the enforcement of the warranties, representations, covenants, indemnities and other agreements contained in this Instrument and the other documents and instruments evidencing, securing or relating to the Obligations and the foreclosure of the liens and security interests created by this Instrument. Each and every such right, power and remedy may be exercised from time to time and as often and in such order as may be deemed expedient by Secured Party and the exercise of any such right, power or remedy 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 Secured Party or by the sheriff or other official or person in the exercise of any right, power or remedy will impair any such right, power or remedy or operate as a waiver thereof or of any other right, power or remedy then or thereafter existing.

Section 5.9 Costs and Expenses. All fees, costs and expenses (including without limitation, attorneys' fees and legal expenses, court costs, filing fees, and mortgage, transfer, stamp and other excise taxes, inspection fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication, notice and advertising costs, postage, photocopies, telephone charges and costs of procuring all abstracts of title, title searches and examinations, title opinions, title insurance policies and similar title data and assurances as Secured Party may deem appropriate either to prosecute such suit or to evidence to bidders at the sales that may be had pursuant to such proceeding the condition of the title to or the value of the Collateral, sheriff's fees and expenses, receiver's fees and expenses, and fees and expenses of agents of Secured Party, costs and expenses of defending, protecting and maintaining the Collateral and Secured Party's interest therein including repair and maintenance costs and expenses and costs and expenses of protecting and securing the Collateral including insurance costs and all other fees, costs and expenses provided for or authorized by applicable law), incurred by or on behalf of Secured Party in protecting and enforcing its rights hereunder or incident to the enforcement of this Instrument and the liens and security interests created hereby, shall be a demand obligation owing by Debtor to Secured Party and shall bear interest at the Default Rate until paid, and shall constitute a part of the Obligations and be indebtedness secured and evidenced by this Instrument.

Section 5.10 Application of Proceeds. The proceeds of any sale of the Collateral or any part thereof made pursuant to this Article V shall be applied as may be required by applicable law, or in the absence of any such requirements, as follows:

(a) First, to the payment of all fees, costs and expenses incident to the enforcement of this Instrument and the liens and security interests created hereby, including without limitation, the fees, costs and expenses described in Section 5.9 hereof;

(b) Second, to the payment or prepayment of accrued interest remaining unpaid on the Note and any accrued interest remaining unpaid under Transactions;

(c) Third, to the payment or prepayment of principal remaining unpaid on the Note and any amounts owing under Transactions, in such order as Secured Party may elect;

(d) Fourth, to the payment or prepayment of the Obligations other than the Obligations evidenced by the Note or Transactions, in such order as Secured Party may elect; and

(e) Fifth, the remainder, if any, shall be paid to Debtor or such other person or persons as may be legally entitled thereto.

Section 5.11 Limitation on Rights and Waivers. All rights, powers and remedies herein conferred shall be exercisable by Secured Party only to the extent not prohibited by applicable law; and all waivers and relinquishments of rights and similar matters shall only be effective to the extent such waivers or relinquishments are not prohibited by applicable law.

ARTICLE VI

Miscellaneous Provisions

Section 6.1 Waiver. Any and all covenants of Debtor in this Instrument may from time to time, be waived by Secured Party by an instrument in writing signed by Secured Party to such extent and in such manner as Secured Party may desire, but no such waiver will ever affect or impair Secured Party's rights hereunder, except to the extent specifically stated in such written instrument. All changes to, amendments and modifications of this Instrument must be in writing and signed by Secured Party.

Section 6.2 Severability. If any provision of this Instrument or of any of the instruments and documents evidencing, securing or relating to the Obligations is invalid or unenforceable in any jurisdiction, such provision shall be fully severable from this Instrument and the other provisions hereof and of said instruments and documents shall remain in full force and effect in such jurisdiction and the remaining provisions hereof shall be liberally construed in favor of Secured Party in order to carry out the provisions and intent hereof. The invalidity of any provision of this Instrument in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

Section 6.3 Subrogation. This Instrument is made with full substitution and subrogation of Secured Party in and to all covenants and warranties by others heretofore given or made with respect to the Collateral or any part thereof.

Section 6.4 Financing Statement. This Instrument shall be deemed to be and may be enforced from time to time as an assignment, contract, mortgage, financing statement, fixture filing, real estate mortgage or security agreement, and from time to time as any one or more thereof is appropriate under applicable state law. Debtor hereby authorizes Secured Party 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 Debtor at any time after the execution of this Instrument, and hereby ratifies any thereof filed prior to the execution of this Instrument.

Section 6.5 Rate of Interest. All interest required hereunder and under the Obligations shall be calculated on the basis of a year of 360 days. Notwithstanding anything to the contrary contained herein, no rate of interest required hereunder or under the Obligations shall exceed the maximum legal rate under applicable law, and, in the event any such rate is found to exceed such maximum legal rate, Debtor shall be required to pay only such maximum legal rate.

Section 6.6 Governing Law. This Instrument shall be governed by and construed in accordance with the laws of the State of Colorado without regard to choice of law principles thereof, except in circumstances where the real property interests mortgaged hereunder are located in a state other than Colorado, in which event, the law in force in the state where such real property interests are located shall govern the construction of this Instrument with respect to such real property interests (including the enforcement of any remedies in respect of such real property interests).

Section 6.7 Recording. All recording references in the Exhibits hereto are to the official real property records of the county in which the affected Land is located and in which records such documents are or in the past have been customarily recorded, whether deed records, oil and gas records, oil and gas lease records or other records. The references in this Instrument and in the Exhibits hereto to liens, encumbrances and other burdens are for the purposes of defining the nature and extent of Debtor's warranties and shall not be deemed to ratify, recognize or create any rights in third parties.

Section 6.8 Execution in Counterparts. This Instrument may be executed in one or more original counterparts. To facilitate filing and recording, there may be omitted from any counterpart the parts of Exhibit "A" containing specific descriptions of the Collateral that relate to land located in counties other than the county in which the particular counterpart is to be filed or recorded. Each counterpart shall be deemed to be an original for all purposes, and all counterparts shall together constitute but one and the same instrument.

Section 6.9 Notices. All notices given hereunder shall be in writing, shall be given by certified mail, return receipt requested, overnight courier service, facsimile or copy delivered by hand. Any such notice shall be deemed to have been given (a) in the case of personal delivery or overnight courier service, as of the date of first attempted delivery during normal business hours at the address provided herein; provided, however, that any personal delivery to Debtor shall be sent so as to not require the signature of Debtor or an authorized representative of Debtor, (b) in the case of facsimile, upon receipt, or (c) in the case of certified United States mail, within three Business Days after deposit in the mail, in each case addressed as follows:

[redacted] [redacted] [redacted]

If to Debtor:

Mail:
G & H Resources LLC
P.O. Box 270231
Littleton, Colorado 80127

Personal Delivery:
G & H Resources LLC
9975 S. Stratford Place
Highlands Ranch, Colorado 80126

Attention: Ward Giltner
Fax: 303-973-6679

If to Secured Party:

Wells Fargo Energy Capital, Inc.
MAC C3700-061
1700 Lincoln, Sixth Floor
Denver, Colorado 80274
Attention: Michael Nepveux
Fax: (303) 863-5196

Any party may, by written notice so delivered to the others, change the address or facsimile number to which delivery shall thereafter be made.

Section 6.10 Binding Effect. This Instrument shall bind and inure to the benefit of the respective successors and assigns of Debtor and Secured Party. Notwithstanding any other provision of this Instrument, if any right, interest or estate in property granted by this Instrument or pursuant hereto does not vest upon the date hereof, such right, interest or estate shall vest, if at all, within 21 years less 1 day after the death of the last surviving descendant of Joseph P. Kennedy, father of John F. Kennedy, former President of the United States of America, who is living on the date of the execution of this Instrument by Debtor or the effective date hereof, whichever is earlier.

Section 6.11 References. All references in this Instrument to Exhibits, Articles, Sections, Subsections, paragraphs, subparagraphs and other subdivisions refer to the Exhibits, Articles, Sections, Subsections, paragraphs, subparagraphs and other subdivisions of this Instrument unless expressly provided otherwise. Titles and headings appearing at the beginning of any subdivision are for convenience only and do not constitute any part of any such subdivision and shall be disregarded in construing the language contained in this Instrument. The words "this Instrument," "herein," "hereof," "hereby," "hereunder" and words of similar import refer to this Instrument as a whole and not to any particular subdivision unless expressly so limited. The phrases "this Section," "this Subsection" "this paragraph," "this subparagraph" and similar phrases refer only to the Sections, Subsections, paragraphs or subparagraphs hereof in which the phrase occurs. Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Credit Agreement. The word "or" is not exclusive. All

references to days are to calendar days unless otherwise specifically stated. Pronouns in masculine, feminine and neuter gender shall be construed to include any other gender. Words in the singular form shall be construed to include the plural and words in the plural form shall be construed to include the singular, unless the context otherwise requires.

Section 6.12 Filing. Some of the above described goods are or are to become fixtures on the Lands described in Exhibit "A". This Instrument is to be filed for record in, among other places, the real estate records of each county identified in Exhibit "A." This instrument covers fixtures and minerals or the like or other substances of value which may be extricated from the earth (including oil and gas) and the accounts relating thereto, including accounts resulting from the sale thereof at the wellhead. Debtor is the owner of an interest of record in the real estate concerned.

Section 6.13 Credit Support Document. This Instrument is a "Loan Document" as defined in the Credit Agreement, and is incorporated by reference in and made a part of the Credit Agreement, as provided therein. This Instrument constitutes a collateral arrangement entered into under the Credit Agreement and the Transactions, and enforcement by Secured Party of its rights hereunder with respect to the Obligations is taken under and pursuant to the Credit Agreement and the Transactions.

[Remainder of Page Intentionally Left Blank]

Executed as of the date first above written.

DEBTOR:

G & H RESOURCES LLC, a Colorado limited liability company

By: _____
Name: Ward Giltner
Title: Member/Manager

ACKNOWLEDGEMENT CERTIFICATE

STATE OF Wyoming)
) ss.
COUNTY OF Sweetwater)

The foregoing instrument was acknowledged before me by Ward Giltner as Manager of G & H Resources LLC, a Colorado limited liability company, this 27th day of September, 2005.

My commission expires: 5-20-2007

_____
Notary Public

Address: PO Box 1020
Rock Springs Wy 82902-1020

TAMMY J. HARRIS - NOTARY PUBLIC
(NOTARIAL SEAL) SWEETWATER COUNTY STATE OF WYOMING
MY COMMISSION EXPIRES MAY 20, 2007

742

PREAMBLE TO

EXHIBITS

Attached to and made a part of that certain
Mortgage, Security Agreement, Assignment of Production and Proceeds,
Financing Statement and Fixture Filing,
dated as of September 27, 2005 (the "Mortgage"),
from G & H Resources LLC, as Debtor,
and to and for the benefit of
Wells Fargo Energy Capital, Inc.,
as Secured Party

1. Capitalized terms used herein without definition shall have the meaning ascribed thereto in the Mortgage.

2. The term "Working Interest" as used herein with respect to a lease, shall mean the interest in and to the full and entire leasehold estate created under and by virtue of the lease described as to the described lands and formations and arising therefrom, insofar as said interest in said leasehold estate is burdened with the obligation to bear and pay costs of operations, without regard of any valid lessor's royalties, overriding royalties or similar burdens, and without regard to the percent of the mineral estate underlying the lands covered by the lease owned by the lessor(s) of the referenced lease.

3. The term "Net Revenue Interest" as used herein with respect to a lease shall mean the interest in and to applicable production of Hydrocarbons produced, saved and sold from, under or by virtue of the lease described herein as to the described lands and formations, after giving effect to all valid lessor's royalties, overriding royalties, production payments, carried interests and other burdens or charges against production therefrom.

4. The term "Working Interest" as used herein with respect to a well, unit, pool or communitized area, shall mean the interest in and to the well or the full and entire unitized, pooled or communitized area created under and by virtue of each of the described unitization, pooling, communitization or similar agreements, and all rights of every kind and character appurtenant thereto, arising therefrom insofar as the said interest in said well or unitized, pooled, communitized or other interest is burdened with the obligation to bear and pay costs of operations, without regard to any valid lessor's royalties, overriding royalties or similar burdens.

5. The term "Net Revenue Interest" as used herein with respect to a well unit, pool or communitized area, shall mean the interest in and to all applicable production of Hydrocarbons produced, saved and sold from, under or by virtue of such well or such unitized, pooled or communitized area.

6. The abbreviation "APO" means "after payout" and the abbreviation "BPO" means "before payout," and such terms indicate that Debtor's Working Interest and Net

Revenue Interest are subject to change based on the terms of certain instruments or agreements specifically described and referenced. The abbreviation "ORRI" means overriding royalty interest.

7. The Mortgage covers all right, title and interest of Debtor (whether now owned or hereafter acquired by operation of law or otherwise) in and to the land specifically described in this Exhibit "A" and the land described in or covered by the leases, licenses, subleases, sublicenses, easements, rights-of-way, agreements and other documents and instruments described in this Exhibit "A" whether or not such land is specifically described in this Exhibit "A"; and any references to specific lands, depth limitations, horizons, formations, zones, unit designations, unit tract descriptions and descriptions of undivided leasehold interests, "Working Interest" and "Net Revenue Interest" contained in this Exhibit "A" are for the purposes of defining the nature and extent of Debtor's warranties and shall not be deemed to limit or restrict the interests covered by the Mortgage or the liens and security interests created thereby.

8. This Exhibit "A" consists of this Preamble and 11 pages numbered A-1 through A-11.

9. To facilitate recording, only the pertinent pages of the Exhibits will be filed for recording as follows:

EXHIBIT A

County	Pages
Lincoln	–
Sublette	A1 - A11
Sweetwater	–
Uinta	–

744

EXHIBIT A
To
Mortgage dated September 27, 2005,
Between Wells Fargo Energy Capital, Inc., as Secured Party, and
G & H Resources LLC, as Mortgagor

LEASES, LANDS AND INTERESTS
(Sublette County, Wyoming)

ALL OF THE FOLLOWING INTERESTS ARE SUBJECT TO THE RESERVATION BY CROWN OIL & GAS COMPANY, INC. ('CROWN"), PURSUANT TO THAT CERTAIN PURCHASE AND SALE AGREEMENT DATED AS OF AUGUST 1, 2005, AS AMENDED (THE "PSA"), BETWEEN CROWN AND BORROWER (A COPY OF WHICH HAS BEEN PROVIDED TO LENDER), OF AN OVERRIDING ROYALTY INTEREST IN EACH LEASE, WHICH OVERRIDING ROYALTY IS IN AN AMOUNT THAT, WHEN ADDED TO OTHER ROYALTIES AND OTHER BURDENS ON PRODUCTION AS OF AUGUST 1, 2005, WILL CAUSE THE NET REVENUE INTEREST DELIVERED TO BORROWER BY CROWN PURSUANT TO THAT AGREEMENT TO BE EQUAL TO THE NET REVENUE INTEREST LISTED ON EXHIBIT ATO THE PSA FOR EACH WELL. SUCH RESERVATION MAY REDUCE THE NET REVENUE INTERESTS SPECIFIED BELOW FOR EACH WELL.

PART A: FEDERAL LEASES

I.
Bird Canyon Federal #30-15
(Wellbore Rights)

WELL NAME AND LOCATION:

Bird Canyon Federal #30-15
Township 27 North, Range 111 West, 6th P.M.
Section 15: NE/4SW/4
Sublette County, Wyoming

ASSOCIATED LEASES AND LANDS:

Lease No. 1

Lessor:	United States
Lease #:	WYW-35399
Lease Date:	July 1, 1972
Lessee:	Sam V. Morse
Description:	Township 27 North, Range 111 West, 6th P.M. Section 15: N/2 Sublette County, Wyoming

Lease No. 2

Lessor:	United States
Lease #:	WYW-54136
Lease Date:	April 1, 1976
Lessee:	John I Weston

[redacted] [redacted] [redacted]

Description: Township 27 North, Range 111 West, 6th P.M.
Section 14: All
Section 15: S/2
Sublette County, Wyoming

INSOFAR AND ONLY INSOFAR as the Leases relate to the wellbore only of the Bird Canyon Federal #30-15 well described above and excepting all other rights.

RELATED CONTRACTS:

Contract: Communitization Agreement No. NCR468 (WYW 110271)
Date: Effective December 10, 1981
Lands Covered: W/2 of Section 15-27N-111W

Contract: Operating Agreement
Date: August 1, 1992
Parties: Presidio Exploration, Inc., et al.
Lands Covered: All of Sections 14 and 15-27N-111W

Drilling and Operating Agreement between Northwest Exploration Company, as lessee, and Energetics, Inc., as operator, with respect to the S/2 of Section 15, T27N, R111W, from the surface of the ground to the stratigraphic equivalent of the deepest depth penetrated by the Bird Canyon 30-15 Well, which was 11,694 feet.

Drilling and Operating Agreement between Northwest Exploration Company, as lessee, and Energetics, Inc., as operator, with respect to Section 14, T27N, R111W (being a portion of Tract 1) from the surface of the ground to the stratigraphic equivalent of the deepest depth penetrated by the Subject Well, which was 11,694 feet,. The Drilling and Operating Agreement was approved by decision of the BLM dated August 13, 1981;

Farmout Agreement dated September 15, 1978, between Northwest Exploration Company as farmor, and Energetics, Inc., as farmee, with respect to Tract 1;

The Plan of Reorganization filed in the United States Bankruptcy Court, District of Colorado, Case Nos. 84-B-5325 and 84-B-5326, entered and approved by the Court and creditors effective June 28, 1985.

Assignment, Bill of Sale and Conveyance dated December 18, 1986, to be effective December 1, 1986, between Guaranty Capital Investors, Inc., as assignor, and North American Resources Company, Inc., as assignee; and

Existing contracts and the Purchase and Sale Agreement dated June 29, 1994, between North American Resources Company, Inc. and Presidio Exploration, Inc.

INTERESTS OWNED:

Communitized Interest in Natural Gas and Associated Liquid Hydrocarbons ("Communitized Substances") Producible from the Frontier Formation in the SW/4 and NW/4 of Section 15, T27N, R111W, 6th P.M., Sublette County, Wyoming, Derived From Crown's Wellbore Rights with respect to the Bird Canyon 30-15 Well:

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	BEFORE PAYOUT	
	Working Interest	Net Revenue Interest
Tract 1B (50%)	48.8880005%	36.7882204%
Tract 2B (50%)	48.8880005%	39.3548404%
	Total: 97.7760010%	76.1430608%

	AFTER PAYOUT	
	Working Interest	Net Revenue Interest
Tract 1B (50%)	28.8880005%	23.5437204%
Tract 2B (50%)	48.8880005%	39.3548404%
	Total: 77.776001%	62.8985608%

Non-communitized Interest in Substances Other Than Communitized Substances Producible from the Frontier Formation in the SW/4 of Section 15, T27N, R111W, 6th P.M., Sublette Cunty, Wyoming, Derived From Crown's Wellbore Rights with respect to the Bird Canyon 30-15 Well:

BEFORE PAYOUT

Working Interest	Net Revenue Interest
97.776001%	73.5764408%

AFTER PAYOUT

Working Interest	Net Revenue Interest
67.776001%	55.2374408%

II.
Esposito Federal 40-20
(Operating Rights)

WELL NAME AND LOCATION:

Esposito Federal 40-20
Township 28 North, Range 111 West, 6th P.M.
Section 20: SW/4SE/4
Sublette County, Wyoming

ASSOCIATED LEASES AND LANDS:

Lease # WYW77883 INSOFAR AND ONLY INSOFAR as said Lease covers the following described lands:

Township 28 North, Range 111 West, 6th P.M.
Section 20: E/2
Section 29: NE/4, SE/4
Section 32: NE/4, SE/4
Sublette County, Wyoming

LIMITED IN DEPTH from the surface of the earth down to the stratigraphic equivalent of the interval encountered at 11,490 feet in the Esposito Federal #40-20 well located in the SW/SE/4 of Said Section 20.

RELATED CONTRACTS

Contract: Operating Agreement
Date: April 23, 1982
Parties: Energetics, Inc. et al.
Lands Covered: Township 28 North, Range 111 West, 6th P.M., 6th P.M.
Section 20: E/2
Section 29: E/2
Section 32: E/2
Sublette County, Wyoming

INTERESTS OWNED (UNCONFIRMED):

Working Interest	Net Revenue Interest
59.6727%	44.754525%

III.
Split River #31-2
(Wellbore Rights Only)

WELL NAME AND LOCATION:

Split River #31-2
Township 27 North, Range 112 West, 6th P.M.
Section 2: NW/4NE/4
Sublette County, Wyoming

ASSOCIATED LEASES AND LANDS:

Lessor: United States
Lease #: WYW15747
Lease date: November 1, 1968
Lessee: Margaret E. Allen
Description: Township 27 North, Range 112 West, 6th P.M.
Section 2: Lot 10 (Dependent Resurvey) (formerly described as Lot 2 and aka NW/4NE/4)
Sublette County, Wyoming

RELATED CONTRACTS:

Yose Cattle Company, Surface and Damage Agreement, by and between Yose Cattle Company and Diamond Shamrock Corporation;

Joint Operating Agreement, by and between Diamond Shamrock Corporation and Joan Chorney, et al.;

Agreement by and between Diamond and the "Estate of William G. Helis, a Partnership"; and

Purchase and Sale Agreement by and between Equitable Resources Energy Corporation and Cabot Oil & Gas Corporation.

INTERESTS OWNED:

Working Interest	Net Revenue Interest
30.0000%	24.4875%
29.0000%	23.7075%

IV.
Yose Cattle 40-35
(Wellbore Rights Only)

WELL NAME AND LOCATION:

Yose Cattle 40-35
Township 28 North, Range 112 West, 6th P.M.
Section 35: NW/4SE/4
Sublette County, Wyoming

ASSOCIATED LEASES AND LANDS:

Lessor: Yose Cattle Company
Lease Date: December 17, 1986
Lessee: Belco Petroleum Corporation
Recorded: Book 64 0&G, Page 76
Description: Township 28 North, Range 112 West, 6th P.M.
Section 35: NW/4 SE/4
Sublette County, Wyoming

Lessor: United States
Lease #: WYW-54471
Lease Date: September 1, 1976
Description: Township 28 North, Range 112 West, 6th P.M.
Section 35: S/2SE/4, NE/4SE/4
Sublette County, Wyoming

INSOFAR AND ONLY INSOFAR as the Leases relate to the wellbore only of the Yose Cattle Company 40-35 well described above, and excepting all other rights.

RELATED CONTRACTS:

Communitization Agreement ("CA") designated as WY 110531 (fka WY 049P56-86C865, approved October 30, 1985, to be effective August 25, 1984, which CA communities all rights as to natural gas and associated hydrocarbons (collectively, the "Communitized Substances") producible from the Bear River formation underlying the W/2 of Section 15, T27N, R111W, 6th P.M.

Farmout Agreement dated May 6, 1983, between Terra Resources, Inc. and TXO Production Corp., as farmors, and Energetics, Inc., as farmee; and

Transfer, Assignment or Sublease of Operating Rights in Oil and Gas Lease dated January 23, 1985, between Terra Resources, Inc. and TXO Production Corp., as assignors, and Energetics, Inc. as assignee.

[redacted] [redacted] [redacted]

INTERESTS OWNED:

GAS PRODUCTION ONLY FROM THE WELLBORE ONLY

As to the Frontier Formation

Working Interest	Net Revenue Interest
49.128975% (BPO)	38.708100% (BPO)
29.270936% (APO)	23.911854% (APO)

As to the Bear River Formation

Working Interest	Net Revenue Interest
45.895000% (BPO/BNCP[1])	36.185600% (BPO/BNCP)
27.492250% (APO/BNCP)	22.480012% (APO/BNCP)
29.270936% (APO/ANCP[2])	23.911854% (APO/ANCP)

PART B: STATE LEASES

V.
Phillips State #2-16

WELL NAME AND LOCATION:

Phillips State #2-16
Township 27 North, Range 111 West, 6th P.M.
Section 16: NW/4SE/4
Sublette County, Wyoming

ASSOCIATED LEASES AND LANDS:

Lessor: State of Wyoming
Lease #: Wyoming State Lease #72-28069
Lessee: Betty B. Shaffer
Lease Date: November 13, 1972
Description: Township 27 North, Range 111 West, 6th P.M.
Section 16: S/2
Sublette County, Wyoming

Limited in depth from the surface of the earth down to the stratigraphic equivalent of 10,550 feet as encountered in the Heron 10-16 Well, located in the NE/4NW/4 of Section 16, T.27N, R111W, 6th P.M., and (as to a portion of the interest assigned) from the surface of the earth to the stratigraphic equivalent of the total depth drilled (10,700 feet) in the Phillips State 1-16 Well in the SE/4SW/4 of said Section 16

RELATED CONTRACTS:

Letter Agreement (Farmout Agreement) dated April 28, 1982, as amended June 29, 1982, between General American Oil Company of Texas and Energetics, Inc. with respect to, among other things, the

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1 BNCP refers to "before non-consent payout."
2 ANCP refers to "after non-consent payout."

right of General American Oil Company of Texas to convert the 6% overriding royalty interest reserved by it in the Partial Assignment of Oil and Gas Lease dated January 24, 1983, between General American Oil Company of Texas and Energetics, Inc.;

The Plan of Reorganization filed in the United States Bankruptcy Court, District of Colorado, Case Nos. 84-B-5325 and 84-B-5326, entered and approved by the Court and creditors effective June 28, 1985;

Agreement dated September 5, 1985, between Phillips Petroleum Company and Terra Resources Company;

Farmout Agreement dated September 27, 1985, between ITR Petroleum, Inc, et al., as farmors, and Terra Resources Company, as farmee, as amended October 11, 1985 and October 23, 1985;

Operating Agreement dated January 1, 1983, between Energetics Oil Company, as operator, and Energetics 1981 Year-End, Ltd., et al., as non-operators; and

Farmout Agreement dated December 5, 1985, between Energetics Oil Company and Terra Resources Company.

INTERESTS OWNED:

LIMITED IN DEPTH FROM THE SURFACE OF THE EARTH DOWN TO THE STRATIGRAPHIC EQUIVALENT OF 10,550 FEET AS ENCOUNTERED IN THE HERON 10-16 WELL (the "Heron Well"), LOCATED IN THE NE/4NW/4 OF SECTION 16, T27N, R111W, SUBLETTE COUNTY, WYOMING:

SW/4 Section 16 from the surface to 10,500 feet

Working Interest	Net Revenue Interest
82.500000%	68.8778475%

SW/4 Section 16 from the 10,500 to 10,555 feet

Working Interest	Net Revenue Interest
47.9398910%	40.0242%

SW/4 Section 16 from 10,555 feet to 10,700 feet

Working Interest	Net Revenue Interest
50.000000%	43.5600000%

SE/4 Section 16 from the surface to 10,500 feet

Working Interest	Net Revenue Interest
59.972519%	52.0191297%

SE/4 Section 16 from the 10,500 to 10,555 feet

Working Interest	Net Revenue Interest
37.384809%	32.4269392%

[redacted] [redacted] [redacted]

SE/4 Section 16 from 10,555 feet to 10,700 feet

Working Interest	Net Revenue Interest
50.000000%	43.3691385%

PART C. FEE LEASES

VI.
Chapel Canyon #10-25
(Wellbore Rights Only)

WELL NAME AND LOCATION:

Chapel Canyon #10-25
Township 28 North, Range 112 West, 6th P.M.
Section 25: C NW/4
Sublette County, Wyoming

ASSOCIATED LEASES AND LANDS:

Lessor: Rock Springs National Bank, Successor Trustee for the Fear Family Trust
Lessee: Hanson & Strahn, Inc.
Lease Date: July 16, 1997
Recorded: Book 106 O & G, at Page 368
Description: Township 28 North, Range 112 West, 6th P.M.
Section 25: Lots 2, 5, N/2 NW/4, SE/4 NW/4
Sublette County, Wyoming

Lessor: Daniel E. Chapel
Lessee: Hanson & Strahn, Inc.
Lease Date: January 29, 1998
Recorded: Book 107 O & G, at Page 112
Description: Township 28 North, Range 112 West, 6th P.M.
Section 25: Lots 2, 5, N/2 NW/4, SE/4 NW/4
Sublette County, Wyoming

INSOFAR AND ONLY INSOFAR as the leases relate to the wellbore only of the Chapel Canyon 10-25 well describe above, all other rights being excepted.

INTERESTS OWNED (UNCONFIRMED):

WELLBORE ONLY

Working Interest	Net Revenue Interest
100.00%	75.00%

VII.
Chapel Canyon #30-18
(Wellbore Rights Only)

WELL NAME AND LOCATION:

Chapel Canyon #30-18
Township 28 North, Range 111 West, 6th P.M.
Section 18: NE/4SW/4
Sublette County, Wyoming

ASSOCIATED LEASES AND LANDS:

Lessor: Rock Springs National Bank, Successor Trustee for the Fear Family Trust
Lessee: Crown
Lease Date: February 12, 1999
Recorded: Book 110 O&G, at Page 563, as Reception No. 272292
Description: Township 28 North, Range 111 West, 6th P.M.
Section 18: Lot 3 (19.62), 4 (20.28), NE/4SW/4 (33.00), SE/4SW/4 (26.00)
(Land in the E/2SW/4 is the acreage reserved by the Fear family below the High Line Canal as it was in 1931.)
Containing 98.90 acres.
Sublette County, Wyoming
THE LEASE COVERS ONLY THOSE RIGHTS FROM THE SURFACE TO 11,300 FEET SUBSURFACE.

Lessor: Lillian Stedman Gilbert, Jennifer Rose Gilbert and Alicia Ann Gilbert
Lease Date: August 19, 1999
Lessee: Crown
Recorded: Book 112 O&G, Page 219, as Reception No. 275027
Description: Township 28 North, Range 111 West, 6th P.M.
Section 18: NE/4SW/4 (7.00), SE/4SW/4 (14.00). Land in the E/2SW/4 reserved by the Gilbert (Reardon) family above the line of the High Line Canal as it was in 1931
THE LEASE COVERS ONLY THOSE RIGHTS FROM THE SURFACE TO 11,300 FEET SUBSURFACE

Lessor: Patricia Ramage Steadman and husband, Harry J Steadman
Lessee: Belco Petroleum Corporation
Lease Date: Not known
Recorded: Book 51, at Page 568

Description: Township 28 North, Range 111 West, 6th P.M.
Section 18: E/2SW/4 LESS those lands lying east or above the line of survey of the High Line Canal
Sublette County, Wyoming

Lessor: 1st National Bank of Kemmerer, Trustee for the Fear Family Trust
Lessee: Thomas F. Stroock
Lease Date: Not known

[redacted] [redacted] [redacted]

Recorded: Book 48, at Page 632
Description: Township 28 North, Range 111 West, 6th P.M.
Section 18: E/2SW/4 LESS those lands lying east or above the line of survey of the High Line Canal
Sublette County, Wyoming

INTERESTS OWNED (UNCONFIRMED):

WELLBORE ONLY

Working Interest	Net Revenue Interest
100.00%	75.00%

VIII.
Split River #24-35

WELL NAME AND LOCATION:
Split River #24-35
Township 28North, Range 112West, 6th P.M.
Section 35: SE/4SW/4
Sublette County, Wyoming

ASSOCIATED LEASES AND LANDS:

1. Oil and Gas Lease dated March 17, 1981, from Viola Waters, a widow, as Lessor, to Edward J. Ackman, as Lessee, recorded in Book 61 of O & G, Page 508, of the records of Sublette County, Wyoming as ratified by instrument dated June 13, 1981, recorded in Book 62 of O & G, Page 95, and as amended by Modification of Lease Description dated September 1, 1983, recorded in Book 69 of O & G, Page 334, insofar only as said lease, as amended and ratified, covers the following lands:

Township 28 North, Range 112 West, 6th P.M.
Section 35: Lots 7, 10, 11 and the bed of the Green River riparian thereto, insofar as said lands lie within the SW/4 of Section 35, Township 28 North, Range 112 West, being the spacing unit for the Split River Fee No. 24-35 well.

Township 28 North, Range 112 West, 6th P.M.
Section 35: Lot 6 and the bed of the Green River riparian thereto.

Township 27 North, Range 112 West, 6th P.M.
Section 2: Lot 4 and the bed of the Green River riparian thereto.

INSOFAR AND ONLY INSOFAR as said lease covers rights from the surface of the earth down to the depth of 9,132 feet as encountered in the Diamond Shamrock Split River Fee No. 24-35 well, located in the SW/4 of Section 35, Township 28 North, Range 112 West, Sublette County, Wyoming.

2. Oil and Gas Lease dated December 17, 1981, from Yose Cattle Company, a Wyoming corporation, as Lessor, to Belco Petroleum Corporation, as Lessee, recorded in Book 64 of O & G, Page 76, of the records of Sublette County, Wyoming, insofar only as said lease covers the following lands:

Township 28 North, Range 112 West, 6th P.M.
Section 35: Lot 8 (35.13 acres) and NW/4SE/4 including all accretion and/or riparian rights pertaining thereto, Sublette County, Wyoming.

INSOFAR AND ONLY INSOFAR as said lease covers rights from the surface of the earth down to the stratigraphic equivalent of 9,132 feet as defined in the Diamond Shamrock Split River Fee No. 24-35 well, located in the SW/4 of Section 35, Township 28 North, Range 112 West, Sublette County, Wyoming.

3. USA Lease No. W-012953A
Township 28 North, Range 112 West, 6th P.M.
Section 35: Lot 9
Containing 13.19 acres, more or less
Sublette County, Wyoming

limited in depth from the surface of the earth to the stratigraphic equivalent of 9,132 feet as found in the Diamond Shamrock Split River Fee No. 24-35 Well, located in the SW/4 of Section 35, Township 28 North, Range 112 West, Sublette County, Wyoming.

INTERESTS OWNED (UNCONFIRMED):

	WELLBORE ONLY
Working Interest	Net Revenue Interest
100.00%BPO	75.00% BPO

(After payout interests unconfirmed, but may result in a 50% reduction of the stated before payout interests.)

PART D. DISCLOSURES

For Section 2.1(e)(2) of the Mortgage:

Pursuant to that certain Assignment, Bill of Sale and Conveyance dated effective as of August 1, 2005, from Crown Oil & Gas Company, Inc. ("Crown") to Debtor, Crown has a call on all condensate produced from the Wells identified in this Exhibit A. In addition, production is subject to those sales agreements disclosed in Schedule 2 to the Credit Agreement dated September 27, 2005, between Secured Party, as lender, and Mortgagor, as Borrower, pursuant to which this Mortgage is executed (the "Credit Agreement").

Other:

The Interests Owned are subject to those matters disclosed in the Initial Title Materials provided to Secured Party in connection with this transaction and in the Credit Agreement.