

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

This Assignment of Overriding Royalty Interests (this "Assignment"), dated effective August 1, 2005, at 7:00 a.m. local time (the "Effective Time"), is from G & H RESOURCES, LLC, a Colorado limited liability company ("Assignor"), with an address of P.O. Box 270231, Littleton, Colorado 80127 to WELLS FARGO ENERGY CAPITAL, INC., a Texas corporation ("Assignee"), with an address of MAC C7300-061, 1700 Lincoln Street, 6th Floor, Denver, CO 80274.

For ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, assigns, transfers, sells and conveys to Assignee, and its successors and assigns, a two and one-half percent (2½%) of 8/8ths overriding royalty interest in and to all oil, gas and other hydrocarbons and minerals (collectively "Hydrocarbons") produced, saved and marketed from the Land (as hereinafter defined) under and pursuant to the terms and provisions of the Leases (as hereinafter defined), such overriding royalty interest to be proportionately reduced to the leasehold interest of Assignor in such Land or Leases. If Assignor shall hereafter acquire additional leasehold interests in the Land or Leases during the term of the loan from Assignee to Assignor (such term to be deemed to be concluded upon the release of that certain Mortgage, Security Agreement, Assignment of Production and Proceeds, Financing Statement and Fixture Filing, dated September 27, 2005, from Assignor to Assignee) (the "Loan"), the overriding royalty interests herein created and assigned in that portion of the Land or Leases shall automatically burden, attach and be applied to, and payable out of and from such additional interests in the same proportion as set forth herein.

As used herein, the term "Land" means and includes the land specifically described in Exhibit A hereto. As used herein, the term "Leases" means and includes the oil and gas leases and other documents and instruments described in Exhibit A hereto insofar and only insofar as such leases cover the Land (with such limitations, exceptions and exclusions as are set forth therein), and any extension, renewals or replacements of such leases, documents and instruments. Each of the Leases is hereinafter referred to as a "Lease."

The overriding royalty interest herein created shall be free and clear to Assignee of all costs and expenses, including, without limitation, costs and expenses of exploration, development, operation, production, gathering, treatment, extraction, compression, transportation to a central gathering point, delivery, cleaning, or dehydration, or any other deduction or charge whatsoever; provided, however, said interest shall bear its proportionate share of all severance, excise, production or other similar taxes measured by the amount of, or value of, the production attributable to said interest and any transportation costs attributable to such interest, but only if such transportation costs are borne by the landowner's royalty under the applicable lease. Any such transportation costs shall be calculated on the same basis as with regard to the applicable landowner's royalty.

Assignor shall disburse the amount due pursuant to the overriding royalty interests herein created to Assignee at an address or account to be designated in writing by Assignee, which account or address may be changed by Assignee upon reasonable advance notice to Assignor.

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Sept 29 2005
IN BOOK 1316 & 6 PAGE 11
FEE \$ 42.00
SUBMITTER COUNTY OF COLORADO
By Tracey - Hoover

Assignee acknowledges that (1) the overriding royalty interests herein created insofar as they relate to State of Wyoming Leases shall be subject to cancellation or suspension by the Wyoming State Board of Land Commissioners if it finds that such interests create a burden on the State of Wyoming Leases (determined on a Lease by Lease basis) that prevents or unreasonably interferes with development, as provided in the Board of Land Commissioners' Rules and Regulations as in effect on the date of this Assignment or thereafter; and (2) the overriding royalty interests herein created insofar as they relate to Leases issued by the Bureau of Land Management shall be subject to cancellation or suspension by the Bureau of Land Management if it finds that such interests (determined on a Lease by Lease basis) will retard, or impair, or cause premature abandonment of the Federal Leases, as provided in 43 CFR 3107.8-3(b), as in effect on the date of this Assignment or thereafter.

Assignor shall maintain books and records sufficient to determine the amounts payable hereunder, and such books and records shall be open for inspection by Assignee during normal business hours upon reasonable advance notice to Assignee.

Assignee may elect to have its share of production attributable to the overriding royalty interests herein created and assigned delivered to Assignee in value or in kind, or otherwise separately dispose thereof. If Assignee elects to take in kind or separately dispose of its share of production, Assignee shall be entitled to use all surface and other facilities for such purpose without cost or expense to Assignee, all of which shall be borne by Assignor.

Assignor, its successors and assigns, shall have the right to pool or unitize the Leases and the Land, or any portion thereof, with other leases and land into voluntary units or into units established by any governmental authority having jurisdiction; and as to each such pooled or unitized area, the overriding royalty interests herein created shall apply to the Hydrocarbons allocated to the area affected by the said overriding royalty interests in accordance with any equity participation formula applicable to the Leases and/or Lands fixed in the agreement or document establishing such pooled or unitized area.

This Assignment is intended to be and shall be an absolute, unconditional and indefeasible perpetual assignment and transfer and not merely a pledge or creation of a lien or security interest.

Assignor 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 oil, gas or other production from the Land or the Leases to make payment directly to Assignee for all proceeds of production attributable to the overriding royalty interests herein created and assigned after the Effective Time. Any proceeds received by Assignor attributable to the overriding royalty interests herein created and assigned shall, when received, constitute trust funds in Assignor's hands and shall be held by Assignor upon an express trust for Assignee in a segregated account until remitted to Assignee. Assignee hereby agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered any and all corrections or supplemental assignments as shall be reasonably necessary to more correctly state and describe the overriding royalty interests created and assigned herein.

Assignor hereby binds itself, its successors and assigns to warrant and forever defend Assignee's and its successors and assigns title to the overriding royalty interest herein created, against the lawful claims and demands of every person whomsoever claiming or to claim the same or any part thereof, by, through or under Assignor.

Assignor shall comply with all applicable laws, rules, regulations, ordinances and orders of all local, tribal, state and federal governmental bodies, authorities and agencies, including, without limitation, all laws, rules, regulations, ordinances and orders pertaining to health, safety, pollution and the environment; and Assignor agrees to indemnify, defend, save and hold Assignee harmless from and against any and all claims, demands, liabilities, losses, damages, causes of action, judgments, penalties, fees (including reasonable attorneys' fees), costs and expenses of any kind or character, known or unknown, fixed or contingent, in any way relating thereto or arising therefrom.

Assignee is executing this Assignment for the purpose of confirming and acknowledging that, unless otherwise specifically set forth in an instrument duly executed by Assignee, or its successors or assigns, and recorded in the real property records of the counties in which the Land is located, no portion of the overriding royalty interests herein created and assigned to Assignee shall merge with or into any other interests in the Land or the Leases owned by Assignee (including, without limitation, any liens or security interests created for the benefit of Assignee or any leasehold, royalty, overriding royalty, production payment, net profit or other interests acquired pursuant to foreclosure of any such liens or security interests, conveyance or deed in lieu of foreclosure or otherwise), or be otherwise affected by reason of the contemporaneous ownership of any interests in the Land or the Leases by Assignee, or its successors or assigns, and that the overriding royalty interests herein created and assigned to Assignee shall constitute interests in the Land burdening the Leases that shall be held and maintained by Assignee separately from any other interests in the Land or the Leases.

If any right, interest or estate in property granted by this Assignment or pursuant hereto does not vest upon the date hereof, such right, interest or estate shall vest, if at all, within twenty-one years less one day after the death of the last surviving decedent 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 Assignment by Assignors or the Effective Time, whichever is earlier.

No disposition of the Leases or any portion thereof or any well or wells comprising a unit or any portion thereof shall be effective unless and until it is made expressly subject to the provisions of this Assignment and unless the person to whom same is disposed expressly assumes, in a document delivered to Assignee in writing, the covenants and warranties of Assignor to Assignee set forth in this Assignment, to the extent that same are attributable to the period from and after the date on which the disposition in question occurs.

If any provision of this Assignment 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 shall be liberally construed in order to carry out the intent of this Assignment. The invalidity of any provision of this Assignment in any jurisdiction shall not affect the validity and enforceability of such provision in any other jurisdiction.

This Assignment may be executed in several original counterparts. Each counterpart shall be deemed to be an original for all purposes, and all counterparts shall together constitute but one and the same instrument.

Separate assignments of the overriding royalty interests may be executed on officially approved forms by Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, 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.

All of the provisions hereof shall be deemed to be covenants running with the Leases and the area affected thereby and shall extend to and bind the successors and assigns of the parties hereto.

This Assignment shall be governed by the laws of the State of Wyoming.

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EXECUTED on this 27th day of September, 2005, but effective as of the Effective Date.

ASSIGNOR:

G & H RESOURCES LLC, a Colorado limited liability company

By: 

Name: Ward Giltner

Title: Manager

ASSIGNEE:

WELLS FARGO ENERGY CAPITAL, INC.,
a Texas corporation

By: 

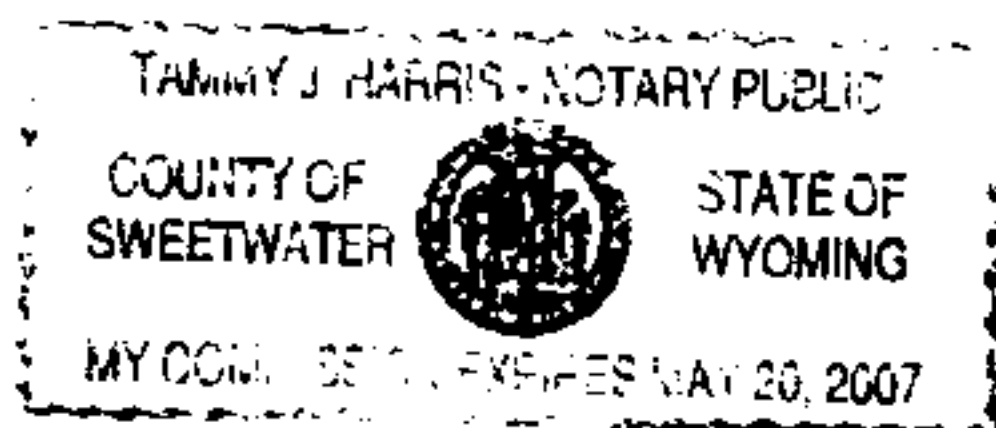
Name: Michael Nepveux

Title: Vice President

ACKNOWLEDGEMENTS

STATE OF Wyoming)
) ss.
 COUNTY OF Sweetwater)

This instrument was acknowledged before me on this 27th day of September, 2005 by Ward Giltner as Manger of G & H Resources LLC, a Colorado limited liability company.



Tammy J. Harris
 Notary Public

My Commission Expires:

5-20-2007

[NOTARIAL SEAL]

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

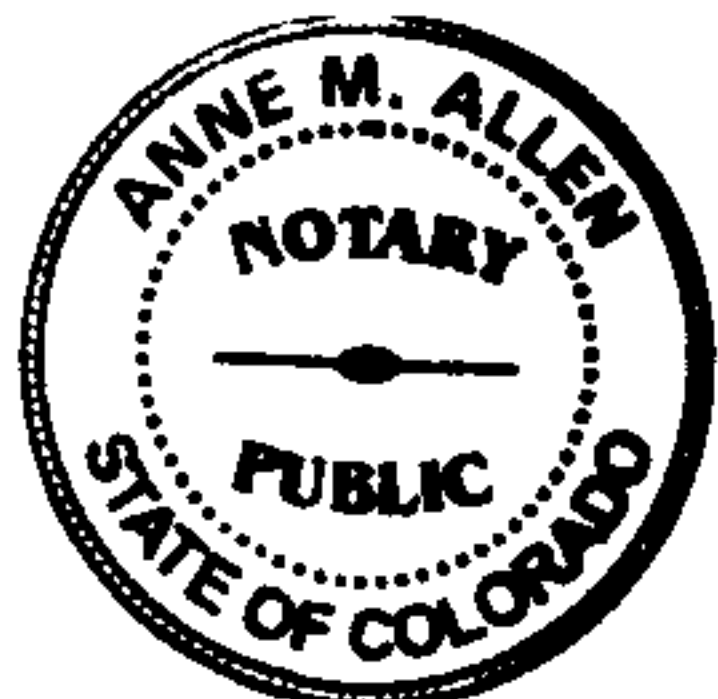
This instrument was acknowledged before me on this 26th day of September, 2005 by Michael Nepveux as Vice President of Well Fargo Energy Capital, Inc., a Texas corporation.

Michael Nepveux
 Notary Public

My Commission Expires:

12-28-06

[NOATARIAL SEAL]



My Commission Expires Dec. 28, 2007

EXHIBIT A

LEASES AND LANDS

#111487 v6

EXHIBIT A
To
Assignment of Overriding Royalty Interest
dated September 27, 2005, between
G & H Resources LLC, as Assignor, and
Wells Fargo Energy Capital, Inc., as Assignee

LEASES AND LANDS
(Sublette County, Wyoming)

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
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.

Subject to Communitization Agreement No. NCR468 (WYW 110271), dated effective December 10, 1981, covering the W/2 of Section 15-27N-111W.

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.
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

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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 O&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
Lessee:
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.

Subject to 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 producible from the Bear River formation underlying the W/2 of Section 15, T27N, R111W, 6th P.M.

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

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.

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
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

VIII.
Split River #24-35

WELL NAME AND LOCATION:

Split River #24-35
Township 28 North, Range 112 West, 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.



POOLING AGREEMENT

Sublette County, Wyoming

THIS AGREEMENT is made and entered into effective as of the 1st day of January 2003 by and between EnCana Oil & Gas (USA) Inc. 370-17th Street, Suite 1700, Denver, CO 80202, hereinafter referred to as "Operator," and Devon Energy Production Company, L.P., 20 North Broadway, Oklahoma City, Oklahoma 73102-8260 hereinafter referred to as "Non-Operator".

WITNESSETH THAT:

WHEREAS, the parties hereto desire to pool that portion of their entire Working Interest under the following described lands:

Township 27 North, Range 108 West

Section	5:	All
Section	6:	All
Section	8:	All
Section	17:	SW/4
Section	18:	W/2
Section	19:	W/2, NE/4
Section	20:	E/2, SW/4
Section	29:	NE/4

Township 28 North, Range 108 West

Section	31:	All
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Township 27 North, Range 109 West

Section	11:	W/2, NW/4NE/4
Section	12:	N/2, SW/4
Section	13:	NW/4
Section	14:	SE/4, W/2NW/4
Section	15:	N/2, N/2S/2, SW/4SW/4
Section	23:	W/2W/2, E/2

Township 28 North, Range 109 West

Section	36:	All
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NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein, Non-Operator and Operator, hereby agree as follows:

INTERESTS POOLED: Non-Operator and Operator hereby pool and combine their respective Working Interests only as to the lands and leases described hereinabove, (the "Pooled Lands"), more particularly on the Attached Exhibit "A".

314289

RECORDED	10/04	2003 3:30 PM
IN BOOK	131	PAGE 16
FEES \$	32.00	COUNTY CLERK
SUBLETTE COUNTY, PINELAND, WYOMING		

by: Cynthia J. Friel

EFFECT OF POOLING: The pooling of the Working Interests of the parties in the Pooled Lands shall have the following effect:

All Costs with respect to the Pooled Lands, to any party hereto on account of any Working Interest owned by it in the Pooled Lands shall be further apportioned among the parties hereto and paid by them according to the following Participating Interests:

EnCana Oil & Gas (USA) Inc	47.12%
Devon Energy Production Company, L.P.	52.88%

Ownership of the parties in materials, equipment and other property in which they have participated in costs shall be in the same percentages as the costs were borne, provided, however, the foregoing provisions of this Paragraph shall be subject to the applicable provisions of the corresponding operating agreement with respect to non-consent operations and relinquishments of interests.

ALLOCATION OF ROYALTY INTERESTS: The allocation of production proceeds to the royalty and overriding royalty interest owners shall be determined and paid on the basis prescribed in each individual lease, as amended by the Unit Agreement and applicable operating agreement. Payment of rentals under the terms of leases subject to this Agreement shall not be affected by this Agreement except as provided for under the terms of such leases or other agreements.

NO ASSIGNMENT: There shall be no cross-assignment of title to interests as a result of this Agreement, but the interests of the parties to this Agreement shall be subject to the terms of this Agreement.

TERMINATION OR CONTRACTION OF UNIT: Should the Unit Agreement terminate or the Unit be contracted to exclude any of the lands subject to this Agreement, this Agreement shall nevertheless continue in full force; and the interests of the parties hereto in the pooled lands shall remain as specified in this Agreement.

EFFECT OF AGREEMENT: The covenants in this Agreement shall be covenants running with the land with respect to the pooled interests of the parties and their successors-in-interest until this Agreement terminates. Any grant, transfer or conveyance of interests subject to this Agreement, whether voluntary or not, shall be conditioned upon assumption of all obligations hereunder by the successor-in-interest until this Agreement terminates. This Agreement shall be binding upon the parties and their respective successors and assigns.

TITLES: The parties hereto have satisfied themselves regarding the titles to all the Pooled Lands and have approved such titles. In the event any title subject hereto is lost for any reason, the party whose title is lost shall make a bona-fide effort to reacquire the same at which time the reacquired title will be made a part of this agreement as if it had never been lost, but regardless of whether or not such effort is

successful the percentages set forth in Article 2 hereof shall remain the same, and the lands to which title has been lost and deemed irretrievable shall be excluded from the pooling provided for herein.

RELATIONSHIP OF THE PARTIES; FEDERAL TAXATION: This Pooling Agreement is not intended to create, and nothing herein shall be construed to create, an agency relationship or association, trust, joint venture, mining partnership, or other partnership or entity of any kind for the purposes of federal taxation.

GOVERNING LAW: This Pooling Agreement and any dispute or cause of action arising hereunder shall be governed, construed and enforced in accordance with the laws of the State of Wyoming.

NOTICES: All notices hereunder shall be given in writing and addressed as set forth below. Any notice shall be deemed duly made and delivered, and the receiving party charged with notice (i) if personally delivered, upon receipt (ii) if sent by facsimile transmission, upon receipt, (iii) if sent by overnight courier, one business after sending or (iv) if sent by United States mail, five days after mailing.

EnCana Oil & Gas (USA) Inc
370-17th Street, Suite 1700
Denver, CO 80202
Phone 720-876-5023
Fax 720-876-6023
Attention: Mr. Kent Davis

Devon Energy Production Company, L.P.
20 North Broadway
Oklahoma City, Oklahoma 73102-8260
Phone 405-228-4229
Fax: (405) 552-4554
Attention: Scott Prather

AMENDMENT: This Pooling Agreement may not be amended except in writing by an instrument executed by all of the parties hereto.

TERM: This Agreement shall remain in full force and effect for three years from its effective date and for so long thereafter as oil or gas is produced from or allocated to the subject Lands.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above set forth.

EnCana Oil & Gas (USA) Inc

By: MRK
Michael R. Kennedy
Title: Attorney-in-Fact
Attorney-in-Fact

Devon Energy Production Company, L.P.
By: Devon Energy Management Company, L.L.C.,
General Partner

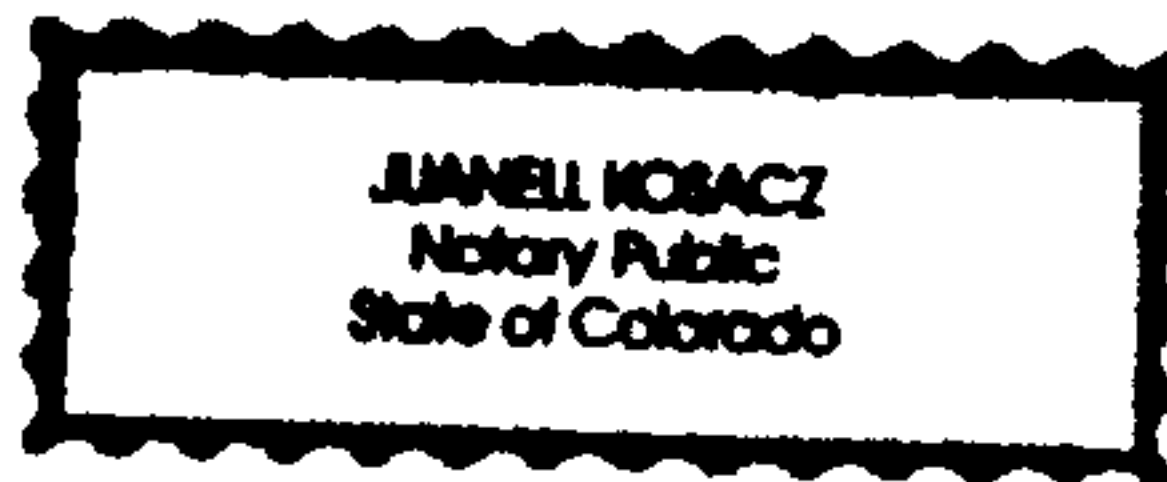
By: D.D. DeCarlo
D. D. DeCarlo
Title: Vice-President

STATE OF COLORADO)
) ss.
 COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 19th day of August, 2005, by Michael R. Kennedy, Attorney-in-Fact of EnCana Oil & Gas (USA) Inc, a Delaware corporation, on behalf of said corporation.

My commission expires:
01/22/2008

Juanelli Kosacz
 Notary Public: Juanell Kosacz



STATE OF OKLAHOMA)
) ss.
 COUNTY OF)

The foregoing instrument was acknowledged before me this 9th day of June, 2005, by D. D. DeCarlo as Vice President of Devon Energy Management Company, L.L.C, General Partner of Devon Energy Production Company, L.P., on behalf of said company.

My commission expires:

6-26-06

Robert A. Wood
 Notary Public

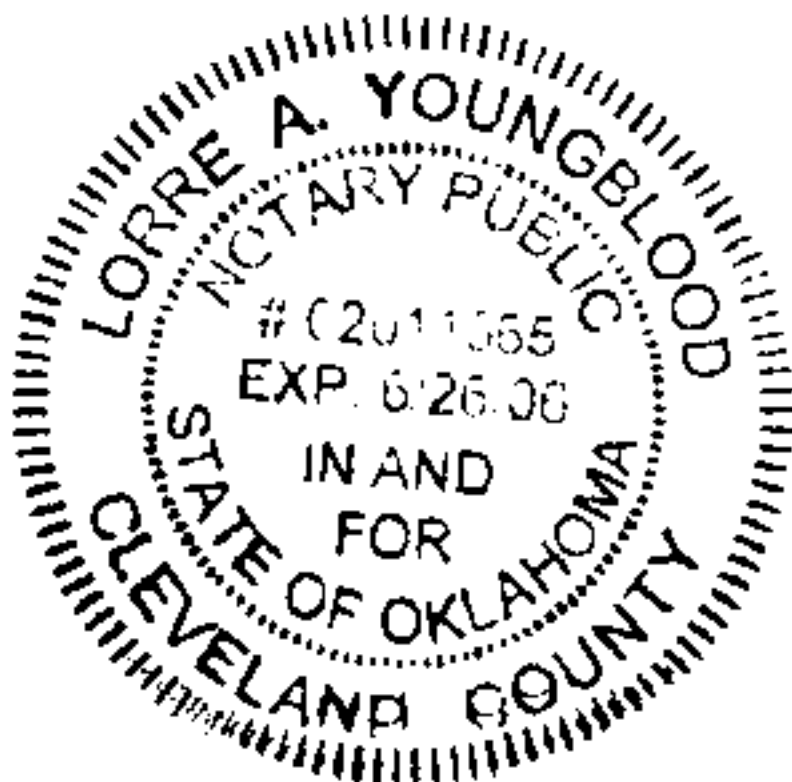


EXHIBIT "A" TO POOLING AGREEMENT

Attached to and made part of Pooling Agreement dated January 1, 2003, between EnCana Oil & Gas (USA) Inc and Devon Energy Production Company, L.P.

Lands Subject to Agreement:

Township 27 North, Range 108 West

Section	5:	All
Section	6:	All
Section	8:	All
Section	17:	SW/4
Section	18:	W/2
Section	19:	W/2 NE/4
Section	20:	E/2, SW/4
Section	29:	NE/4

Township 28 North, Range 108 West

Section	31:	All
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Township 27 North, Range 109 West

Section	11:	W/2, NW/4NE/4
Section	12:	N/2, SW/4
Section	13:	NW/4
Section	14:	SE/4, W/2NW/4
Section	15:	N/2, N/2S/2, SW/4SW/4
Section	23:	W/2W/2, E/2

Township 28 North, Range 109 West

Section	36:	All
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Leases Subject to Agreement:

Serial No. of Lease:	WYW-126474
Present Lessee:	Devon Energy Production Company, L.P.
Description of Lands Committed:	<u>Township 27 North, Range 108 West, 6th PM</u> Section 17: SW/4 Section 18: Lots 1-4, E/2W/2 Section 19: Lots 1-4, E/2W/2, NE/4 Section 20: NE/4, S/2
Number of Net Acres:	1419.68 acres, more or less

Serial No. of Lease:	WYW-118152
Present Lessee:	EnCana Oil & Gas (USA) Inc
Description of Lands Committed:	<u>Township 28 North, Range 108 West, 6th PM</u> Section 31: Lots 1-4, E/2, E/2W/2
Number of Net Acres:	627.68 acres, more or less
Serial No. of Lease:	WYW-114848
Present Lessee:	EnCana Oil & Gas (USA) Inc
Description of Lands Committed:	<u>Township 27 North, Range 109 West, 6th PM</u> Section 11: NW/4NE/4, W/2 Section 23: W/2W/2
Number of Net Acres:	520.00 acres, more or less
Serial No. of Lease:	WYW-147795
Present Lessee:	EnCana Oil & Gas (USA) Inc
Description of Lands Committed:	<u>Township 27 North, Range 108 West, 6th PM</u> Section 5: Lots 1-4, S/2N/2, S/2 Section 8: All
Number of Net Acres:	1280.44 acres, more or less
Serial No. of Lease:	WYW-130318
Present Lessee:	Devon Energy Production Company, L.P.
Description of Lands Committed:	<u>Township 27 North, Range 109 West, 6th PM</u> Section 12: N/2, SW/4 Section 13: NW/4 Section 14: W/2NW/4, SE/4 Section 15: N/2, N/2S/2, SW/4SW/4 Section 23: E/2
Number of Net Acres:	1720.00 acres, more or less
Serial No. of Lease:	WYW-115608
Present Lessee:	EnCana Oil & Gas (USA) Inc
Description of Lands Committed:	<u>Township 27 North, Range 108 West, 6th PM</u> Section 6: Lots 1-7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4
Number of Net Acres:	627.56 acres, more or less

Serial No. of Lease: WYW-129993
Present Lessee: Devon Energy Production Company, L.P.
Description of Lands Committed: Township 27 North, Range 108 West, 6th PM
Section 29: NE/4
Number of Net Acres: 160 acres, more or less

Serial No. of Lease: ST WY 93-0054
Present Lessee: EnCana Oil & Gas (USA) Inc
Description of Lands Committed: Township 28 North, Range 109 West, 6th PM
Section 36: All
Number of Net Acres: 640 acres, more or less

314303

STATE OF WYOMING
COUNTY OF SUBLETTE

10/05	05:10:45 AM
131 01A	28
FEES: 14.00	COUNTY CLERK
SUBLETTE COUNTY	

by: *[Signature]*
Lynette G. Friel

MEMORANDUM OF OPERATING AGREEMENT

WHEREAS, Shell Rocky Mountain Production, LLC (successor to ST Oil Company, (previously Sheffield Exploration Company), III Exploration Company and Leonard Hay), as operator, Williams Production Rocky Mountain Company, and SWEPI, LP, as Non-operators, are parties to that certain Operating Agreement (A.A.P.L. Form 610-1989) dated September 1, 1994 covering the following described lands in Sublette County, Wyoming:

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, E/2NE/4, S/2NW/4, NW/4SW/4

Section 14: Lots 1 and 2 NE/4NW/4

Section 15: Lots 1 and 2

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 Lots 2, 3, 4, 5, 6, and 7 of Section 11, and Lots 1 and 2 of Section 14, and Lots 1 and 2 of Section 15,

Township 15 North, Range 109 West, 6th P.M.

WHEREAS, Shell Rocky Mountain Production, LLC, as operator and all Non-operators desire to clarify their working interest ownership in the above described lands and to give third party notice of the Amended Exhibit "A" to said Operating Agreement to reflect the current parties and their interests in the above described lands as described on Exhibit "A" attached hereto

NOW THEREFORE, any party requiring additional information concerning the rights, obligations and ownership of the parties under said Operating Agreement, their successor and assigns may contact Shell Rocky Mountain Production LLC at the following address:

Shell Rocky Mountain Production LLC
4582 So. Ulster Street Parkway Suite #500
Denver, Colorado 80237
Attn: Land Department

IN WITNESS WHEREOF, this Memorandum of Operating Agreement is executed this 16th day of May 2005.

SHELL ROCKY MOUNTAIN PRODUCTION LLC

BY: *B. O. Eubanks*

State of Texas)

County of Harris) ss

The foregoing instrument was acknowledged before me this 16th day of May, 2005
By B.O. Eubanks, attorney-in-fact for shell Rocky Mountain Production LLC, a
Delaware Corporation.

Gayle Kacal

Notary Public

My Commission Expires:

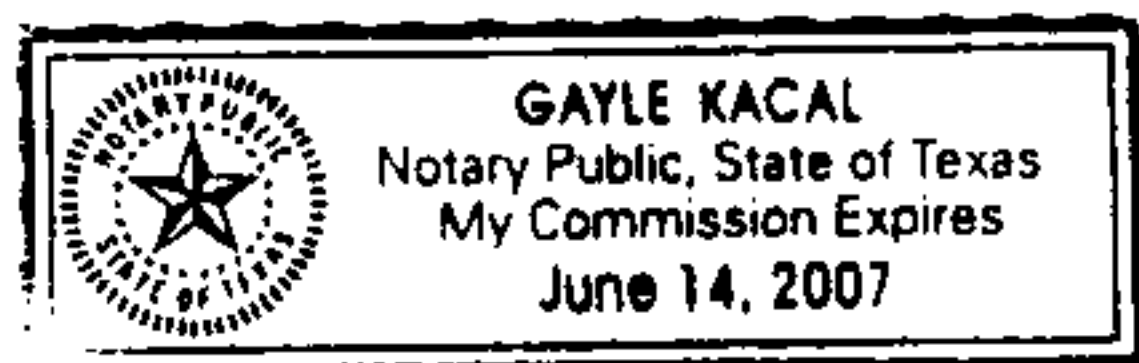


EXHIBIT "A"

Attached to and made a part of that certain Memorandum of Operating
Agreement dated, _____

LEASE AND LANDS

That certain Oil and Gas Lease dated July 1, 1975 from Brandt Jensen, et al., as lessors, to Leonard Hay, as lessee, said lease being recorded in Book 58 Oil and Gas, Page 626 of the records of the County Clerk of Sublette County, Wyoming, and an extension thereof dated February 20, 1980, granted by lessors and recorded in Book 58 Oil & Gas, Page 634, and a Ratification thereof dated February 20, 1980, recorded in Book 59 Oil & Gas, Page 687, said lease covering the following described lands in Sublette County, Wyoming:

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, W2NE/4, S/2NW/4, NW/4SW/4

Section 14: Lots 1 and 2, NE/4NW/4

Section 15: Lots 1 and 2

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 Lots 2, 3, 4, 5, 6, and 7 of Section 11, and Lots 1 and 2 of Section 14, and Lots 1 and 2 of Section 15, Township 31 North, Range 109 West, 6th P.M.

OWNERSHIP

1. Limited to the well bores and the total depths drilled in said wells:

Jensen #1 located in the SW/4NW/4 of Section 11, T31N, R109W, 6th P.M.

Jensen #2, located in Lot 7 of Section 11, T31N, R109W, 6th P.M.

Jensen #3 located in the NE/4NW/4 of Section 14, T31N, R109W, 6th P.M.

Owner

Working Interest
Percentage

Shell Rocky Mountain Production LLC

100%

2. Limited to the well bores and the total depths drilled in said wells:

Jensen #4, located in the NE/4NW/4 of Section 14, T31N, R109W, 6th P.M.

Jensen #1A located in the SW/4NW/4 of Section 11, T31N, R109W, 6th P.M.

Owner

Working Interest
Percentage

Shell Rocky Mountain Production, LLC

93.5625%

SWEPI LP

5.9375%

Williams Production Rocky Mountain Company

.5%

3. Limited to the well bores and the total depths drilled in said wells:

Jensen 10-11D, located in Lots 2, Section: 11, T31N, R109W, 6th P.M.

Jensen 14-11D, located in Lot 5 (SE/4SW/4) of Section 11, T31N, R109W

Owner

Working Interest
Percentage

Shell Rocky Mountain Production, LLC

96.1375%

SWEPI LP

3.5625%

Williams Production Rocky Mountain Company

.3%

4. Limited 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 and appurtenant to said Lots 4 and 5, and the NW/4SW/4 all in Section 11, Township 31 North, Range 109 West, 6th P.M., as to all depths except the well bore of Jensen 14-11D, as referenced above.

<u>Owner</u>	<u>Working Interest Percentage</u>
Shell Rocky Mountain Production, LLC	96.1375%
SWEPI LP	3.5625%
Williams Production Rocky Mountain Company	.3%

5. Limited 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. as to all depths except the well bore of the Jensen 1, 1A and 4 wells, as referenced above.

<u>Owner</u>	<u>Working Interest Percentage</u>
Shell Rocky Mountain Production, LLC	93.5625%
SWEPI LP	5.9375%
Williams Production Rocky Mountain Company	.5%

6. Township 31 North, Range 109 West, 6th P.M.

Section 10: NE/4SE/4, S/2SE/4

Section 11: Lots 2, 3, 6 and 7, W/2NE/4, SE/4 NW/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. as to all depths except the well bores of the Jensen 2, 3, and 10-11D, as referenced above.

<u>Owner</u>	<u>Working Interest Percentage</u>
Shell Rocky Mountain Production, LLC	96.1375%
SWEPI LP	3.5625%
Williams Production Rocky Mountain Company	.3%

OPERATOR:

Shell Rocky Mountain Production LLC
4582 So. Ulster Street Parkway, Suite 500
Denver, Colorado 80237
Telephone: (303) 305-7550
Fax: (303) 305-7606

NON - OPERATORS:

SWEPI LP
200 North Dairy Ashford
Houston, Texas 77079
Telephone: (281) 544-3027
Fax: (281) 544-4006

Williams Production Rocky Mountain Company
P.O. Box 3102
Tulsa, Oklahoma 74102
Telephone: (918) 573-5298
Fax: (918) 573-1963

STIPULATION AND ASSIGNMENT

10/05 05:11:00 PM
 IN BOOK 131 046 DE 26
 FEES \$ 17.00 COUNTY CLERK
 SUBLETTE COUNTY, WYOMING

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, By Assignment of Overriding Royalty dated May 13, 1994, recorded in Book 97 O&G, at Page 33 of the records of Sublette County, Wyoming; American Hunter Exploration Ltd. assigned to Meridian Oil Production Inc. (the "Meridian Conveyance") a 2.8% overriding royalty (the "ORR") in and to the following described lands and lease located in Sublette County, Wyoming:

Township 32 North, Range 109 West
Sec. 28: NE.

from the surface of the earth down to a depth of 11,543' but in no event below the top of the Triassic formation (hereinafter referred to as the "Lands").

Oil and Gas Lease dated effective 01/1951, by and between USA-W-06286, and Donald B. Anderson, (the "Lease") recorded in Book 119 O&G, at Page 316 of the records of Sublette County, Wyoming, insofar and only insofar as the Lease covers the Lands; and

WHEREAS, the ORR was conveyed pursuant to the following described conveyances:

By Assignment and Bill of Sale dated August 7, 1997, effective April 1, 1997, recorded in Book 105 O&G, at Page 190 of the records of Sublette County, Wyoming, Burlington Resources Oil & Gas Company (successors in interest to Meridian Oil Production Inc.) conveyed all of its right, title and interest in the Lands, including, without limitation, its interest in the ORR, to Ultra Resources, Inc. (the "Ultra Conveyance").

By Transfer of Operating Rights dated April 10, 1998, recorded in Book 108 O&G, at Page 184 of the records of Sublette County, Wyoming, Ultra Resources, Inc. ("Ultra") conveyed a 15% operating interest in the Lands to Lance Oil and Gas Company, Inc. (the "Lance Conveyance").

By Assignment, Bill of Sale and Conveyance dated June 18, 1999, effective May 1, 1999, recorded in Book 111 O&G, at Page 532 of the records of Sublette County, Wyoming, Ultra Petroleum (USA) Inc. (predecessor in interest by merger to Ultra) conveyed an undivided fifty percent (50%) of its right, title and interest in the Lands, including, without limitation, the ORR, to Anschutz Wyoming Corporation, the predecessor in interest to Anschutz Pinedale Corporation ("APC"), giving APC an undivided 50% of the ORR (the "APC Conveyance");

By Assignment and Bill of Sale dated as of July 1, 2005, recorded in Book 130 O&G, at Page 365 of the records of Sublette County, Wyoming, APC conveyed all of its right, title and interest in the Lands and other lands, including, without limitation, its 50% interest in the ORR, to Southern California Public Power Authority acting for the benefit of the Cities of Colton, Glendale, Pasadena and Burbank, and to The City of Los Angeles acting by and through the Department of Water and Power and to Turlock Irrigation District (the "SCPPA Conveyance"); and

WHEREAS, it was the intention of Ultra to convey 15% of its interest in the ORR to Lance Oil & Gas Company, Inc. ("Lance"), but the Lance Conveyance did not include a conveyance of an overriding royalty interest or any interest in the ORR, such that at this time the ORR is owned 50% by Ultra and 50% by APC's successors under the SCPPA Conveyance; and

WHEREAS, production attributable to the ORR is restricted as to depth, and the undersigned parties and APC have agreed, pursuant to those certain letter agreements dated September 3, 2002, October 1, 2002, June 24, 2003, and October 2, 2003, (the "Letter Agreements") that the ORR will be calculated based on the percentage production from the respective wells and lands shown below (the "Percent Production"):

Well Name	Lands	Percent Production Above a depth of 11,543'
Mesa 1-28d	T32N-R109W, Sec. 28: NE NE	65.605%
Mesa 2-28d	T32N-R109W, Sec. 28: NW NE	55.320%
Mesa 7-28	T32N-R109W, Sec. 28: SW NE	75.058%
Mesa 8-28	T32N-R109W, Sec. 28: SE NE	74.012%

WHEREAS, although Lance is not the record owner of an interest in the ORR, Lance has been allocated and has been taking 15% of the ORR reduced as to the Percent Production from the gas produced, saved and marketed from the above wells; and

WHEREAS, APC, Ultra and Lance have agreed that their respective ownership interests in the ORR should have been 42.5% to each of APC and Ultra and 15% to Lance, but since APC has already conveyed its interest in the ORR pursuant to the SCPPA Conveyance, APC's share of the ORR to be conveyed to Lance must be obtained elsewhere; and

WHEREAS, as a separate matter, by Assignment of Overriding Royalty dated April 20, 2000, recorded in Book 115 O&G, at Page 480, of the records of Sublette County, Wyoming, APC conveyed an overriding royalty interest to CL Machinery Company (the "CLM ORRI"), which was not part of the ORR; and

WHEREAS, by Assignment of Overriding Royalty dated effective January 1, 2004, recorded in Book 120 O&G, at Page 359 of the records of Sublette County, Wyoming, CL Machinery Company conveyed all of its right, title and interest in the CLM ORRI to Anschutz Resources Company, aka Anschutz Resources Corporation (ARC), in addition of APC; and

WHEREAS, pursuant to that certain Agreement dated June 29, 2005, Ultra, Lance, APC and ARC have agreed that they will execute such documentation as may be necessary to vest Lance with record title to an overriding royalty interest equal to an undivided 15% of the ORR, that Ultra will assign a portion of its interest in the ORR to Lance and that the obligation of APC can be satisfied out of ARC's separate ownership of the CLM ORRI.

AGREEMENT AND ASSIGNMENT

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, Ultra Resources, Inc. and Anschutz Resources Corporation do each hereby sell, assign, transfer, convey and set over unto Lance Oil & Gas Company, Inc. the following overriding royalty interest in the lands described below and in the Lease, insofar and only insofar as the Lease covers the lands described below:

Lands	Overriding Royalty Conveyed By Anschutz Resources Corp	Overriding Royalty Conveyed By Ultra Resources, Inc.
T32N-R109W, Sec. 28: NENE Sublette County, Wyoming	.137770 of 1% of 8 8ths	.137770 of 1% of 8 8ths
T32N-R109W, Sec. 28: NWNE Sublette County, Wyoming	.116172 of 1% of 8 8ths	.116172 of 1% of 8 8ths
T32N-R109W, Sec. 28: SWNE Sublette County, Wyoming	.1576218 of 1% of 8 8ths	.1576218 of 1% of 8 8ths
T32N-R109W, Sec. 28: SENL Sublette County, Wyoming	.1554252 of 1% of 8 8ths	.1554252 of 1% of 8 8ths

All of the foregoing are limited to depths from the surface of the earth down to a depth of 11,543' but in no event less than the top of the Frickson formation; provided, however, that the overriding royalty interests herein conveyed shall not be further reduced by the terms the Letter Agreements.

TO HAVE AND TO HOLD unto Lance and its successors and assigns forever, it being understood and agreed, however, that this Stipulation and Assignment is made without warranty of title, whether express or implied.

This Stipulation and Assignment shall be effective as to first production from the above described wells, provided, however, that Lance acknowledges and agrees that it has taken, and is currently taking, production in kind retaining a 15% working interest and to the overriding royalty conveyed herein by ARC and Ultra in the gas produced, saved and marketed from the above described wells from first production forward, and Lance acknowledges and agrees that it is not entitled to any additional proceeds of production therefrom. With respect to the condensate produced, marketed and sold from the above described wells, ARC and Ultra shall make payment to Lance for proceeds received by them attributable to the overriding royalty conveyed herein for the condensate production from first sales forward.

This instrument shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

This Stipulation and Assignment may be signed in one or more counterparts, no one of which need be signed by all parties hereto, each one of which shall be deemed an original instrument, which together shall constitute but one and the same instrument. Separate assignments may be executed on officially approved forms in sufficient counterparts to satisfy applicable statutory and regulatory requirements.

IN WITNESS WHEREOF, this Stipulation and Assignment shall be deemed effective as of first production from the above wells.

ATTEST:

By:

Judith A. Paisley, Assistant Secretary

ANSCHUTZ RESOURCES CORPORATION

By:

Pamela S. Kalstrom, Assistant Vice President

ATTEST:

By: _____
Name: _____
Title: _____

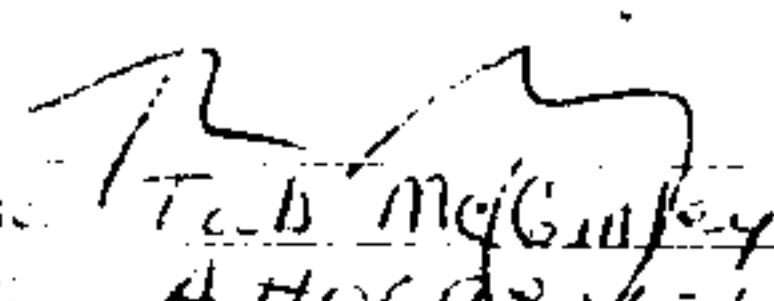
LANCE OIL & GAS COMPANY, INC.

By: 
Name: **Mark R. Petry, Attorney-in-Fact**
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

ULTRA RESOURCES, INC.

By: 
Name: **Ted McGuffey**
Title: **Attorney-in-Fact**

My Commission Expires: 9/11/2007

314402

STATE OF WYOMING)

COUNTY OF SUBLETTE)

ss:

RECORDED	<u>Oct 10</u>	<u>2005 210P M</u>
IN BOOK	<u>131 046</u>	PAGE <u>30</u>
FEE \$	<u>14.00</u>	<u>Mary L. Hovick</u> COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING		

By Tracey L. Hovick

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment") is made effective as of September 1, 2005, at 7:00 a.m. at the location of the properties hereinafter described ("Effective Time"), from **Ruth R. Ellbogen**, a single woman, and **Ruth R. Ellbogen, Trustee** of the Ruth R. Ellbogen August 9, 1984 Trust (hereinafter collectively referred to as "Grantor"), to **Ruth R. Ellbogen Limited Partnership**, a Wyoming limited partnership, P.O. Box 3280, Casper, WY 82602 ("Grantee").

FOR AND IN CONSIDERATION OF Ten Dollars (\$10.00) and other good and valuable consideration, Grantor does hereby grant, bargain, convey, transfer and assign unto Grantee all of Grantor's right, title and interest in and to the lands described in Exhibit "A", attached hereto (the "Lands"), including without limitation, the following:

- (a) Leases. All interests in and to all oil, gas, mineral and other leases covering the Lands, including without limitation the leases described in Exhibit "A" (the "Leases"), together with all the property and rights appurtenant or incident thereto, including without limitation, the oil, gas, and associated substances and other minerals produced or producible from or attributable to the Leases or to any units, or pooled or communitized areas that cover or include all or any portion of the Leases, including without limitation working interests, carried working interests, rights of assignment and reassignment, royalties, overriding royalties, production payments, and rights to take royalties in kind.
- (b) Fee Mineral and Royalty Interests. All fee interests in and to all oil, gas or other minerals in and under and that may be produced and saved from the Lands.
- (c) Contracts. All rights and obligations in, to, and under all agreements affecting the Leases and Lands (the "Contracts"), including but not limited to all oil, gas and other mineral leases, operating agreements, pooling agreements, declarations of pooling or unitization, farmout agreements, assignments, gas sale contracts, gas processing contracts, surface leases, surface use agreements, and all other agreements in any way relating to the Leases and Lands.
- (d) Easements. All rights-or-way, surface or ground leases, easements, servitudes and franchises acquired or used in connection with the Leases and Lands.
- (e) Permits. All permits and licenses of any nature owned, held or operated in connection with the Leases and Lands.
- (f) Wells and Equipment. All wells located on the Lands, and the wells located on lands pooled, communitized or unitized therewith (the "Wells"), together with the personal property, equipment, fixtures, improvements, and other property, whether real, personal, or mixed, on, appurtenant to, or used or obtained in connection with the Wells, or with the production, treatment, sale, or disposal of hydrocarbons or water produced therefrom or attributable thereto, including without limitation, well equipment, casing, tubing, rods, tanks, tank batteries, buildings, disposal facilities, field separators and liquid extractors, compressors, pumps, valves, fittings, machinery and parts, engines, meters, tools permanently on the premises, pipelines, gathering systems, power lines, and telephone lines, roads, and all other appurtenances thereunto belonging (the "Equipment").
- (g) Production. All oil, gas (including without limitation coalbed methane), casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons,

products refined and manufactured therefrom, and all other minerals, including the natural gas, crude oil, condensate or products placed into storage or into pipelines, and the accounts and proceeds from the sale of all of the foregoing (collectively, the "Production") to the extent that such Production is produced from or attributable to the Leases or Lands after the Effective Time.

It is Grantor's intent to convey and assign to Grantee all of Grantor's interests in and to the Lands, and all of Grantor's interests, if any, in and to all other lands located in the captioned county, whether or not described in Exhibit "A," and whether said interests are now owned or hereafter acquired.

TO HAVE AND TO HOLD the above described properties and easements with all the rights, privileges, and appurtenances belonging thereto to the Grantee, its successors and assigns, forever.

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

Ruth R. Ellbogen
Ruth R. Ellbogen

Ruth R. Ellbogen August 9, 1984 Trust

Ruth R. Ellbogen, Trustee
Ruth R. Ellbogen, Trustee

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this 29 day of September, 2005, by Ruth R. Ellbogen, individually and as Trustee of the Ruth R. Ellbogen August 9, 1984 Trust.

Witness my hand and official seal.

Stephanie Theriot
Notary Public

My Commission expires:

Apr. 27, 2009

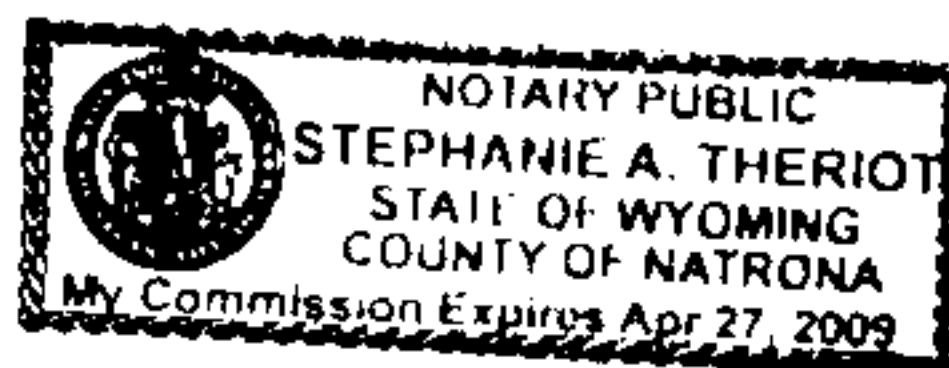


EXHIBIT "A"
SUBLETTE COUNTY, WYOMING

File No.: RR-W-013
Lessor: USA
Lessee: Robert E. Park
Serial No.: WYW-06009
Dated: June 1, 1951
Recorded: Unknown
Lands: Township 32 North, Range 114 West, 6th P.M.
Section 7: Lots 1, 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$
Section 17: All
Section 18: E $\frac{1}{2}$
Section 20: N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$
Sublette County, Wyoming
Interest: (7/16 of 1%) overriding royalty interest

File No.: RR-W-014
Lessor: USA
Lessee: Robert E. Park
Serial No.: WYW-06008
Dated: June 1, 1951
Recorded: Book 39 Oil & Gas, Page 67
Lands: Township 32 North, Range 114 West, 6th P.M.
Section 20: S $\frac{1}{2}$ S $\frac{1}{2}$
Sublette County, Wyoming
Interest: (7/16 of 1%) overriding royalty interest

File No.: RR-W-015
Lessor: USA
Lessee: Robert E. Park
Serial No.: WYW-05900(C)
Dated: June 1, 1951
Recorded: Unknown
Lands: Township 32 North, Range 114 West, 6th P.M.
Section 19: S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$
Sublette County, Wyoming
Interest: (1/8 of 1%) overriding royalty interest

RECORDED	<u>Oct 10</u>	<u>2005 245PM</u>
IN BOOK	<u>131 0+6</u>	PAGE <u>33</u>
FEES \$	<u>14.00</u>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING		

67 Draw Pipeline

314407

PIPELINE EASEMENT

By Tracy L. Howell

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 a Pipeline Easement unto Grantee, its successors and assigns, together with the right, from time to time, to lay, construct, reconstruct, replace, renew, operate, maintain, repair, change the size of, and add or remove pipes and pipelines for the transportation of hydrocarbons, natural gas and other gaseous substances, and to alter, add to, change and remove the same from time to time, along, over, through, upon, under and across Grantors' land situated in the County of Sublette, State of Wyoming, described as follows:

Township 30 North, Range 112 WestSection 28: S $\frac{1}{2}$ S $\frac{1}{2}$;Section 29: S $\frac{1}{2}$ S $\frac{1}{2}$;

Sublette County, Wyoming

along a route (not to exceed 40 feet in width) as depicted on Exhibit "A" attached hereto and made a part hereof, together with the rights of ingress and egress to and from said line or lines, or any of them, for the purposes aforesaid.

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

All pipe laid under this grant shall be laid upon a route selected by the Grantee. However, Grantor shall be consulted as to the location of the pipeline, and shall, when requested by Grantor, bury the pipeline to such a depth that it will not interfere with the ordinary cultivation of said land.

To have and to hold said easement, rights and right of way, unto the said Grantee, its successors and assigns, for a period of time extending two years beyond the date said pipeline is no longer in use.

Upon commencement of operations for construction of the pipeline or lines to be laid hereunder, Grantee shall pay to Grantor the sum of \$15.00 per linear rod of such line or lines proportionately reduced to the ownership interest of Grantor, which payment shall be made by check mailed to Grantor at P.O. Box 516, Big Piney, Wyoming 83113. Grantee shall have no right to commence construction of such pipeline 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 pipelines hereunder.

For the consideration aforesaid, Grantor does hereby release and discharge Grantee of and from any and all claims and causes of action arising out of or in any way connected with the reasonable exercise by Grantee of the rights and easement herein granted.

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 8 day of JUNE 2005.

Grantor(s):

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

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

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

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

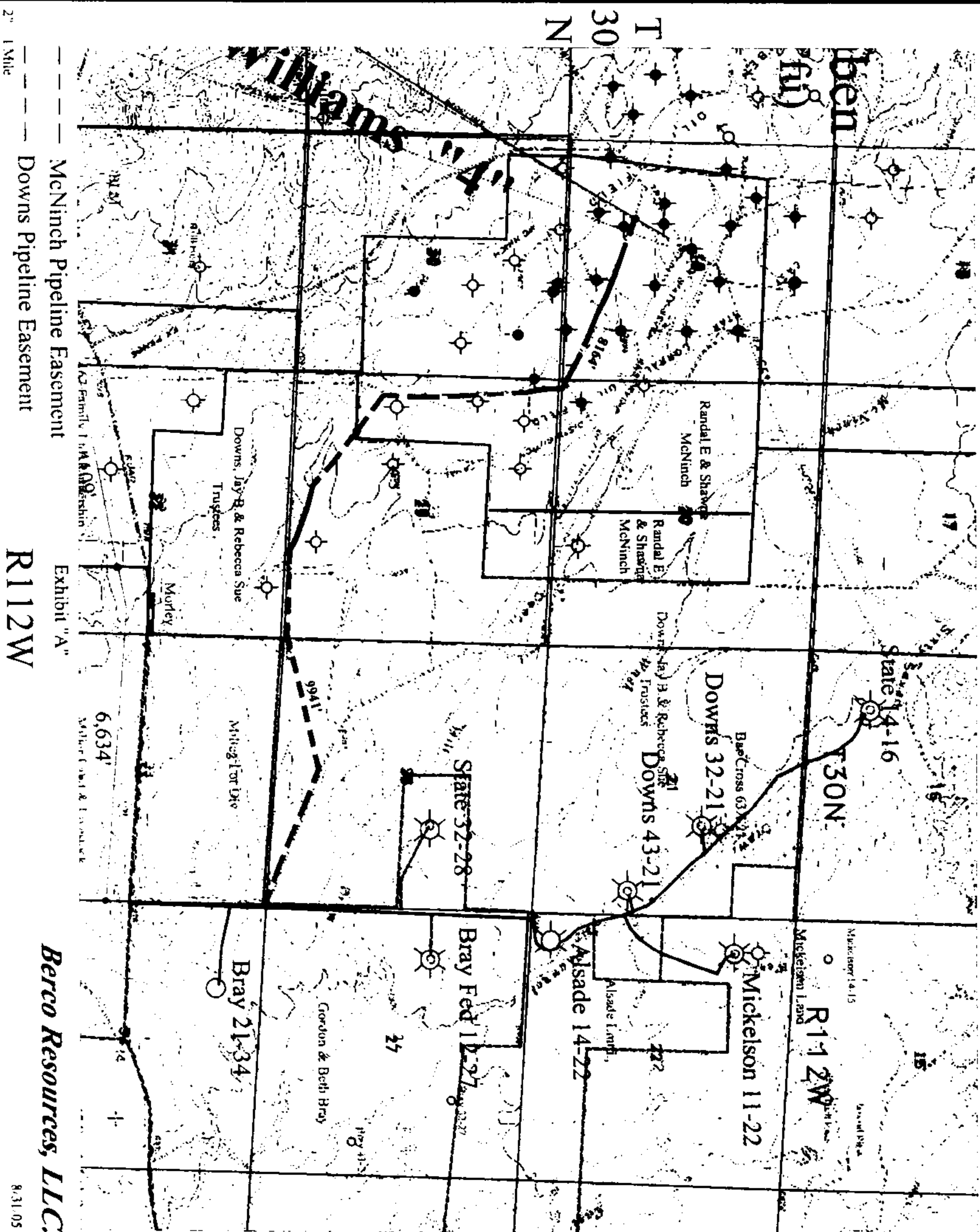
STATE OF WYOMING)
COUNTY OF Sublette) ss.

On this 8th day of JUNE, 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.

1/04/08
My Commission Expires

Karen S. Wenz
Notary Public





Berco Resources, LLC.

8-31-05

314408

PIPELINE EASEMENT

RECORDED	<u>Oct 10</u>	<u>2005</u>	<u>245</u>	PM
IN BOOK	<u>131</u>	<u>046</u>	PAGE	<u>36</u>
FEES	<u>\$14.00</u>	<u>M. L. Hoover</u>	COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING				

By Tracey L Hoover

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 5th, 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 easement over and across the following described lands, together with the right, from time to time, to lay, construct, reconstruct, replace, renew, operate, maintain, repair, change the size of, and remove pipes and pipelines for the transportation of hydrocarbons, natural gas and other gaseous substances, and to alter, add to, change and remove the same from time to time, along, over, through, upon, under 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: NW1/4, E1/2

Section 22: NW1/4SW1/4

along a route (not to exceed 30 feet in width) as depicted on Exhibit "A" attached hereto and made a part hereof, together with the rights of ingress and egress to and from said line or lines, or any of them, for the purposes aforesaid.

All pipe laid under this grant shall be laid upon a route selected by the Grantee. Provided, however, that wherever it is practicable the route shall be adjacent to the access road depicted on Exhibit "A". Should it be necessary to deviate the location of the pipeline from lands adjacent to the access road, Grantee shall consult with Grantor as to the location of any portion of the pipeline that deviates from the access road route, and shall, when requested by Grantor, bury the pipeline to such a depth that it will not interfere with the ordinary cultivation of said land.

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

To have and to hold said easement, rights and right of way, unto the said Grantee, its successors and assigns, for a period of time extending two years beyond the date said pipeline is no longer in use. However, this Pipeline Easement shall terminate unless construction of the pipeline is commenced within two years from the date this instrument is executed.

Upon commencement of operations for construction of the pipeline or lines to be laid hereunder, Grantee shall pay to Grantor the sum of \$15.00 per linear rod of such line or lines 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 pipeline 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 pipelines hereunder.

For the consideration aforesaid, Grantor does hereby release and discharge Grantee of and from any and all claims and causes of action arising out of or in any way connected with the reasonable exercise by Grantee of the rights and easement herein granted.

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)

COUNTY OF Sublette) ss.

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.

Amber Hammer
Notary Public

My Commission Expires: NOV. 08, 2007

SEAL:

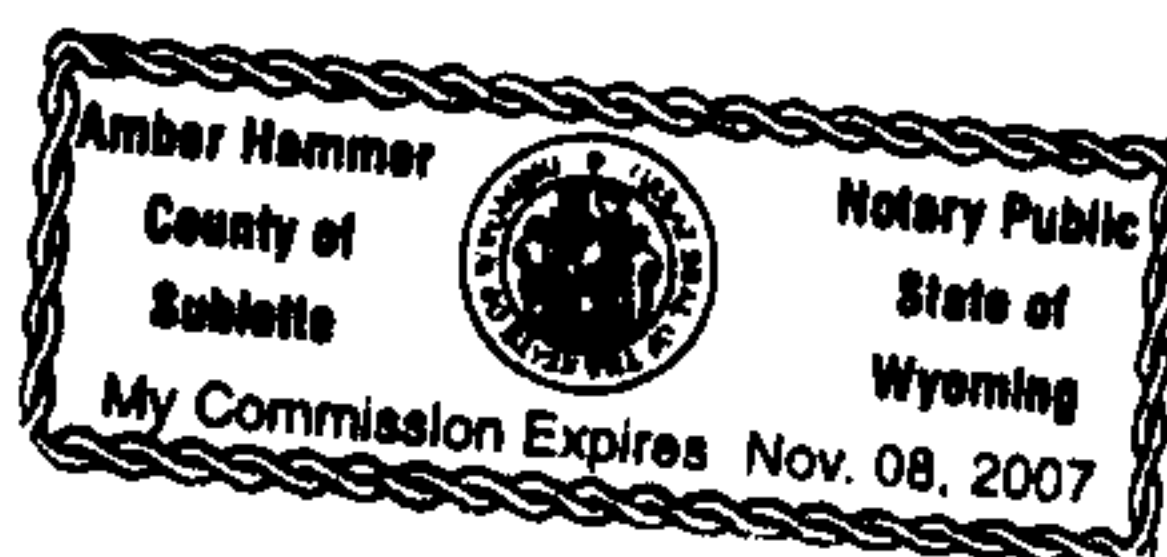
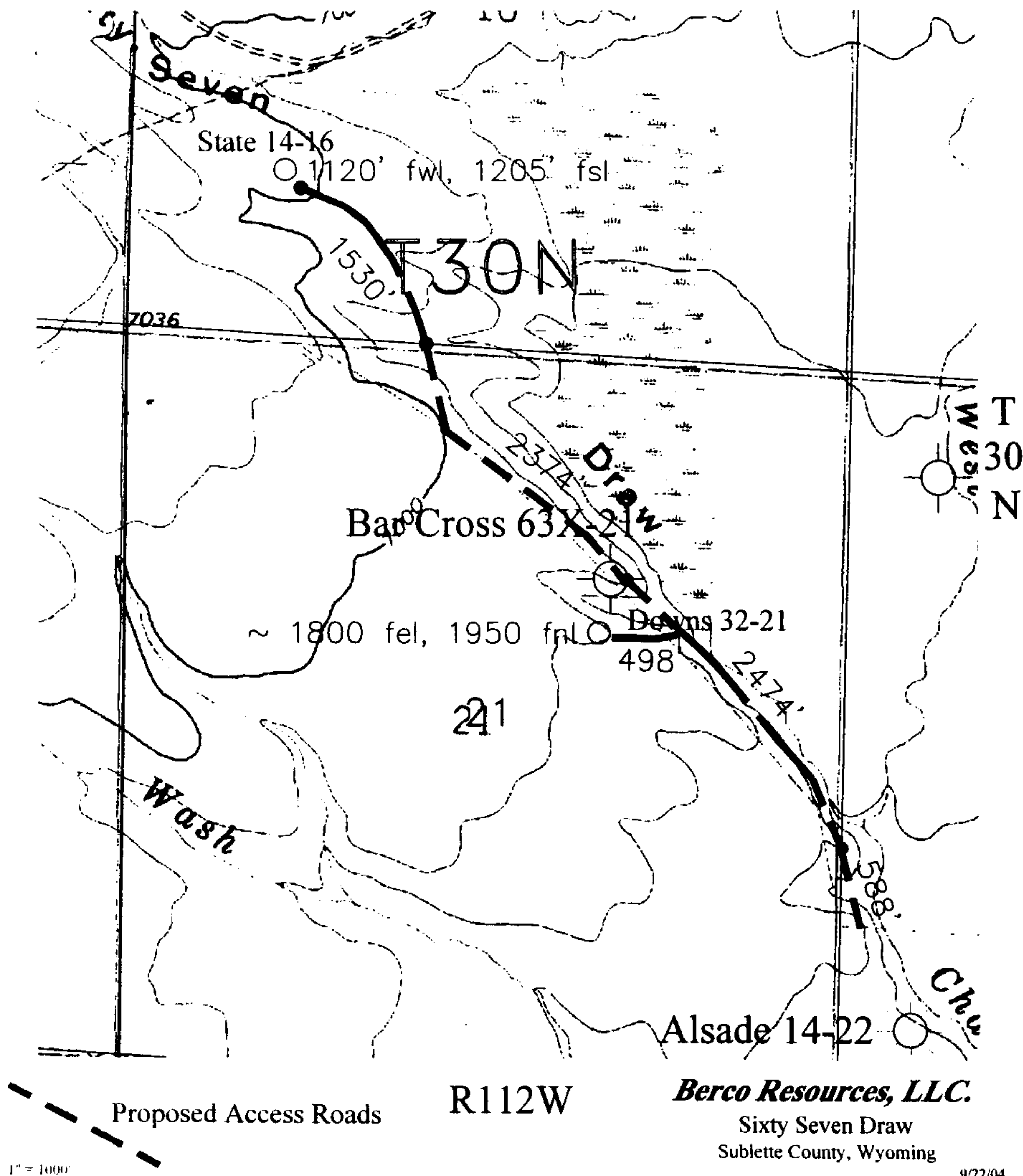


Exhibit " A "

Attached to and made a part of that certain Pipeline 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.



RECORDED	<u>Oct 10</u>	20 <u>05</u>	<u>245</u> PM
IN BOOK	<u>131, 046</u>	PAGE	<u>39</u>
FEE \$	<u>14.00</u>	COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING			

314409

Downs #43-21

PIPELINE EASEMENT

By Tracey L Hoover

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 a Pipeline Easement unto Grantee, its successors and assigns, together with the right, from time to time, to lay, construct, reconstruct, replace, renew, operate, maintain, repair, change the size of, and remove pipes and pipelines for the transportation of hydrocarbons, natural gas and other gaseous substances, and to alter, add to, change and remove the same from time to time, along, over, through, upon, under and across Grantors' land situated in the County of Sublette, State of Wyoming, described as follows:

Township 30 North, Range 112 West
Section 21: NE $\frac{1}{4}$ SE $\frac{1}{4}$
 Sublette County, Wyoming

along a route (not to exceed 30 feet in width) as depicted on Exhibit "A" attached hereto and made a part hereof, together with the rights of ingress and egress to and from said line or lines, or any of them, for the purposes aforesaid.

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

All pipe laid under this grant shall be laid upon a route selected by the Grantee. However, Grantor shall be consulted as to the location of the pipeline, and shall, when requested by Grantor, bury the pipeline to such a depth that it will not interfere with the ordinary cultivation of said land.

To have and to hold said easement, rights and right of way, unto the said Grantee, its successors and assigns, for a period of time extending two years beyond the date said pipeline is no longer in use.

Upon commencement of operations for construction of the pipeline or lines to be laid hereunder, Grantee shall pay to Grantor the sum of \$15.00 per linear rod of such line or lines proportionately reduced to the ownership interest of Grantor, which payment shall be made by check mailed to Grantor at P.O. Box 516, Big Piney, Wyoming 83113. Grantee shall have no right to commence construction of such pipeline 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 pipelines hereunder.

For the consideration aforesaid, Grantor does hereby release and discharge Grantee of and from any and all claims and causes of action arising out of or in any way connected with the reasonable exercise by Grantee of the rights and easement herein granted.

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

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

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

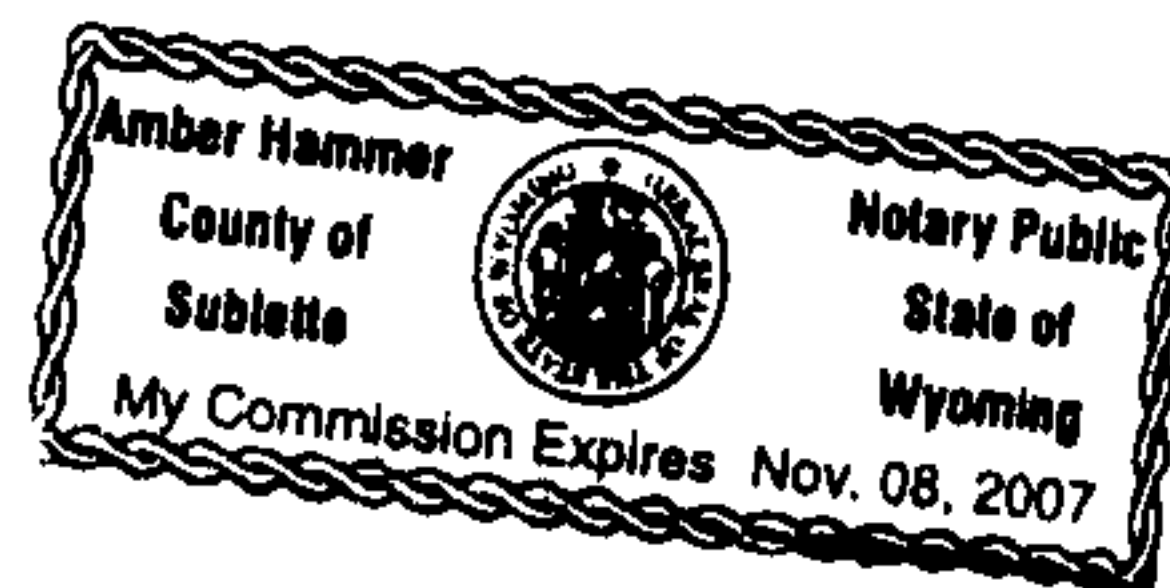
Rebecca S. Downs
Rebecca S. Downs, as Trustee of the Jay B. Downs Living Trust, dated March 5, 1998

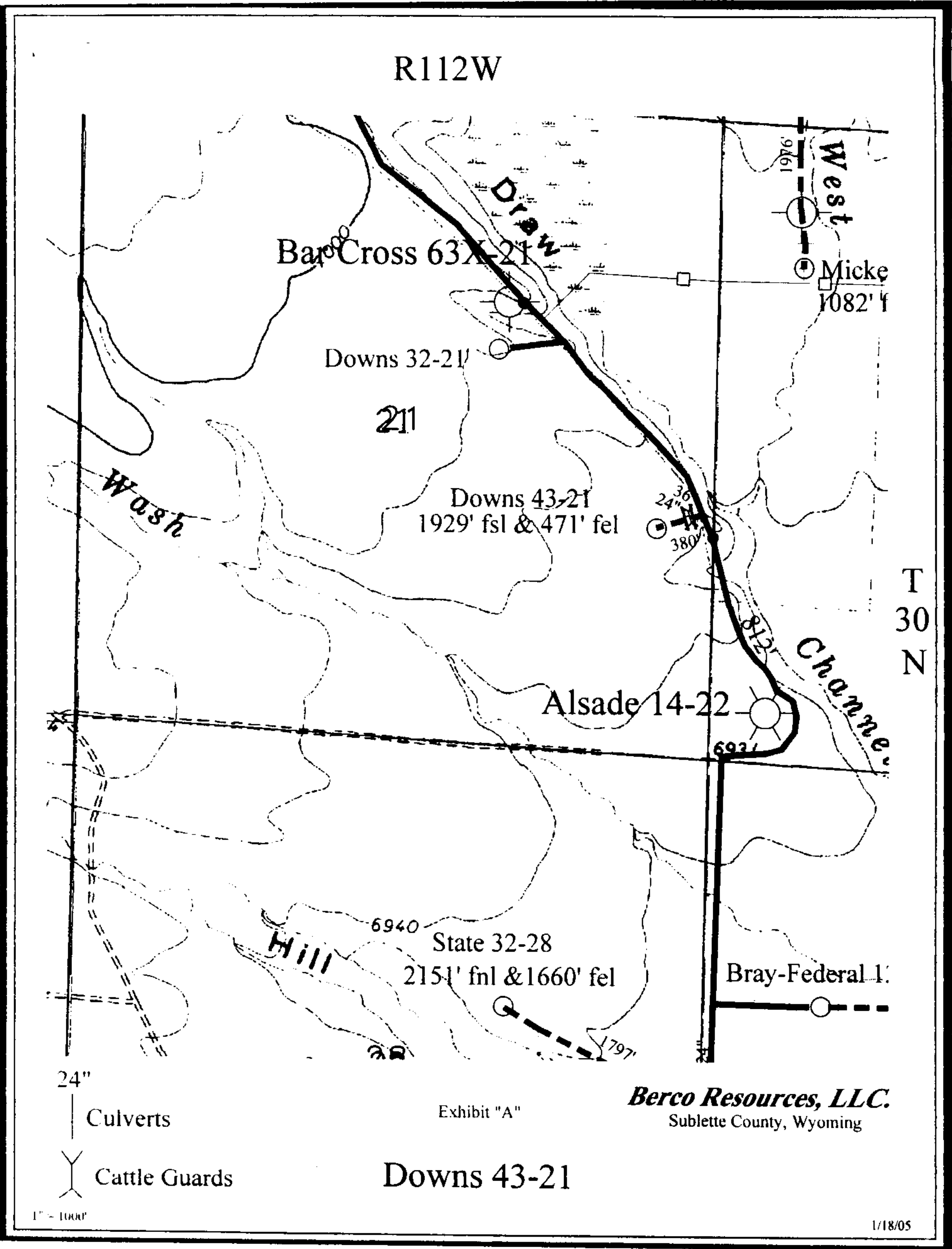
STATE OF WYOMING)
COUNTY OF Sublette) ss.

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

Amber Hammer
Notary Public





RECORDED	<u>Oct 10</u>	20 <u>05</u>	<u>245</u> P	M
IN BOOK	<u>131</u>	<u>046</u>	PAGE	<u>42</u>
FEE \$	<u>14.00</u>	<u>Mary L</u>	COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING				

314410

PIPELINE EASEMENT

By Tracey L. Hoover

KNOW ALL MEN BY THESE PRESENTS:

That Randal E. McNinch and Shawna McNinch, of 600 Middle Piney Road (P.O. Box 69), 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 a Pipeline Easement unto Grantee, its successors and assigns, together with the right, from time to time, to lay, construct, reconstruct, replace, renew, operate, maintain, repair, change the size of, and add or remove pipes and pipelines for the transportation of hydrocarbons, natural gas and other gaseous substances, and to alter, add to, change and remove the same from time to time, along, over, through, upon, under and across Grantors' land situated in the County of Sublette, State of Wyoming, described as follows:

Township 30 North, Range 112 WestSection 19: S $\frac{1}{2}$;Section 20: SW $\frac{1}{4}$ SW $\frac{1}{4}$;Section 29: W $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$;

Sublette County, Wyoming

along a route (not to exceed 40 feet in width) as depicted on Exhibit "A" attached hereto and made a part hereof, together with the rights of ingress and egress to and from said line or lines, or any of them, for the purposes aforesaid.

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

All pipe laid under this grant shall be laid upon a route selected by the Grantee. However, Grantor shall be consulted as to the location of the pipeline, and shall, when requested by Grantor, bury the pipeline to such a depth that it will not interfere with the ordinary cultivation of said land.

To have and to hold said easement, rights and right of way, unto the said Grantee, its successors and assigns, for a period of time extending two years beyond the date said pipeline is no longer in use.

Upon commencement of operations for construction of the pipeline or lines to be laid hereunder, Grantee shall pay to Grantor the sum of \$15.00 per linear rod of such line or lines proportionately reduced to the ownership interest of Grantor, which payment shall be made by check mailed to Grantor at P.O. Box 69, Big Piney, Wyoming 83113. Grantee shall have no right to commence construction of such pipeline 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 pipelines hereunder.

Should additional pipelines be laid at any time under this grant, after the construction of the initial line or lines for which payment has been made under the preceding paragraph hereof, or should the initial pipeline be replaced, an additional consideration of \$15.00 per linear rod shall be paid for each pipeline so laid after the initial line or lines; provided, however, that multiple pipes laid in a single excavation shall constitute a single pipeline for the purposes hereof.

After construction of the pipeline is completed, Grantee agrees to reshape and re-seed the pipeline route to conform to existing topography and vegetation. Grantee further agrees to

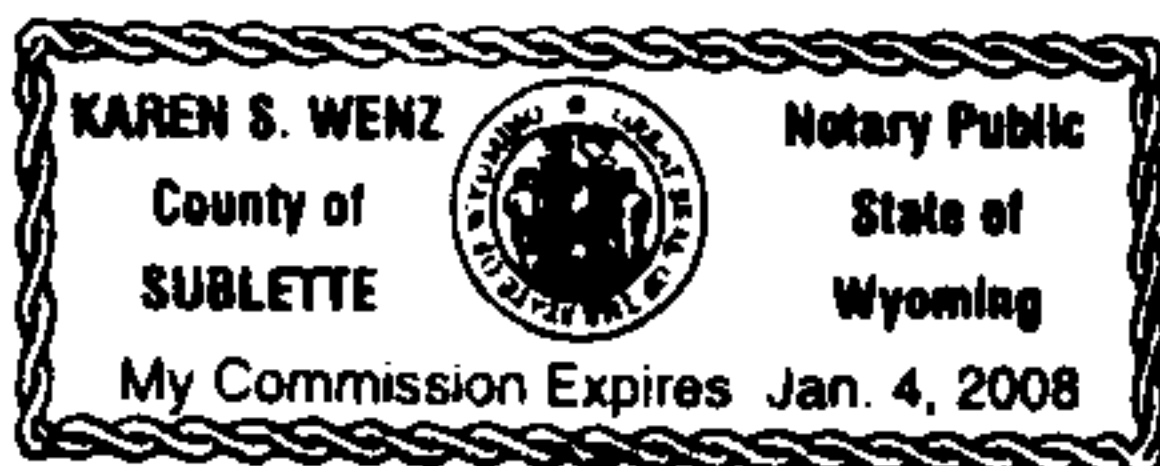
remove rocks that are inconsistent with the nature of the lands immediately surrounding the area being reclaimed.

For the consideration aforesaid, Grantor does hereby release and discharge Grantee of and from any and all claims and causes of action arising out of or in any way connected with the reasonable exercise by Grantee of the rights and easement herein granted.

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 9th day of Sept. 2005.

Grantor(s):



[Signature]
Randal E. McNinch

[Signature]
Shawna McNinch

STATE OF WYOMING)

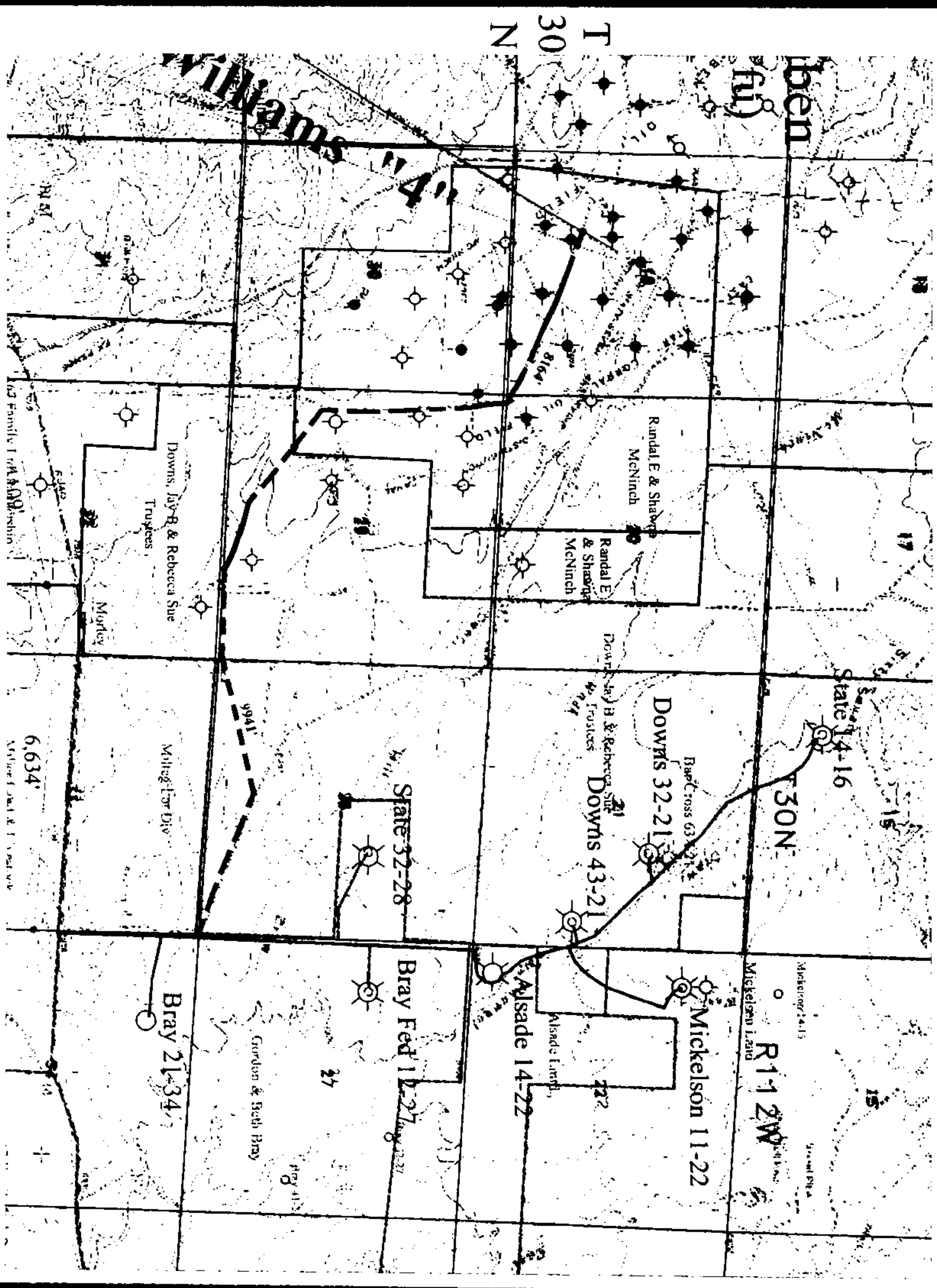
) ss.

COUNTY OF SUBLETTE)

On this 9th day of Sept., 2005, before me, a Notary Public, personally appeared Randal E. McNinch and Shawna McNinch, 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

[Signature]
Notary Public



--- McNinch Pipeline Easement
 --- Downs Pipeline Easement
 Exhibit "A"
 R112W
 Berco Resources, LLC.
 8/31/05

RECORDED	OCT 10 20 05 245 PM
IN BOOK	131 0467 PAGE 45
FEES \$	14.00 M. J. S. COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING	

314411

Bray-Federal #21-34

PIPELINE EASEMENT

By Tracey L. Haver

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 of P.O. Box 564, 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 a Pipeline Easement unto Grantee, its successors and assigns, together with the right, from time to time, to lay, construct, reconstruct, replace, renew, operate, maintain, repair, change the size of, and remove pipes and pipelines for the transportation of hydrocarbons, natural gas and other gaseous substances, and to alter, add to, change and remove the same from time to time, along, over, through, upon, under and across Grantors' land situated in the County of Sublette, State of Wyoming, described as follows:

Township 30 North, Range 112 West
Section 34: N $\frac{1}{2}$ NW $\frac{1}{4}$;
Sublette County, Wyoming

along an approximate route (not to exceed 30 feet in width) as depicted on Exhibit "A" attached hereto and made a part hereof, together with the rights of ingress and egress to and from said line or lines, or any of them, for the purposes aforesaid.

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

All pipe laid under this grant shall be laid upon a route selected by the Grantee. However, Grantor shall be consulted as to the location of the pipeline, and shall, when requested by Grantor, bury the pipeline to such a depth that it will not interfere with the ordinary cultivation of said land. Grantee shall repair any fences that are cut during the installation or operation of the pipeline to as close to the fence's original condition as practical.

To have and to hold said easement, rights and right of way, unto the said Grantee, its successors and assigns, for a period of time extending two years beyond the date said pipeline is no longer in use.

Upon commencement of operations for construction of the pipeline or lines to be laid hereunder, Grantee shall pay to Grantor the sum of \$15.00 per linear rod of such line or lines proportionately reduced to the ownership interest of Grantor, which payment shall be made by check mailed to Grantor at P.O. Box 564, Big Piney, Wyoming 83113. Grantee shall have no right to commence construction of such pipeline 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 pipelines hereunder.

For the consideration aforesaid, Grantor does hereby release and discharge Grantee of and from any and all claims and causes of action arising out of or in any way connected with the reasonable exercise by Grantee of the rights and easement herein granted.

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 2nd day of March, 2005.

Grantor(s):

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

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

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

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

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

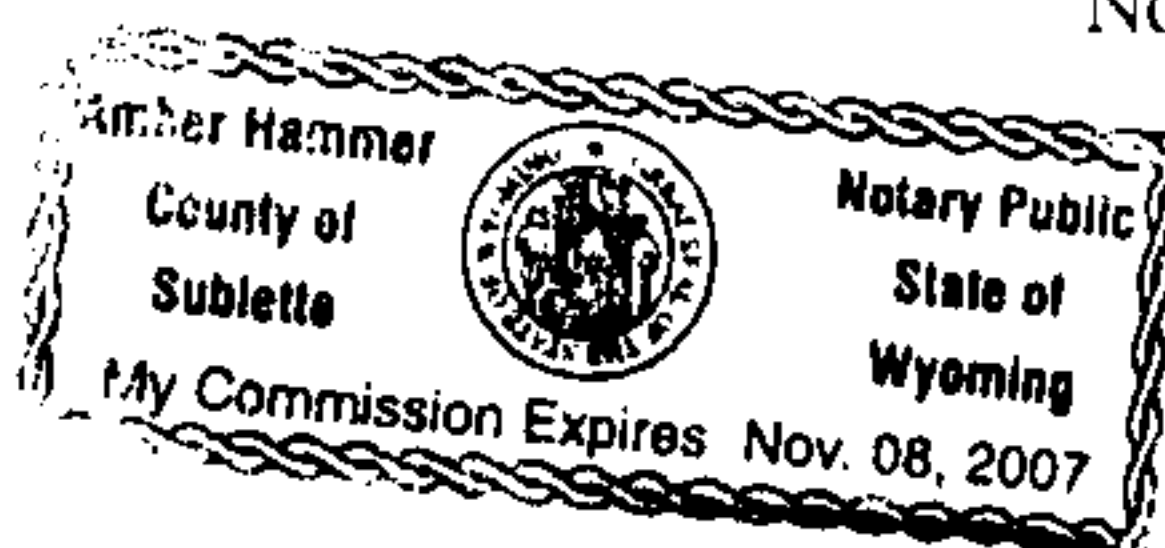
By: Gordon W. Bray Sr.
Gordon W. Bray, Sr., Trustee

STATE OF WYOMING)
COUNTY OF Sublette) ss.

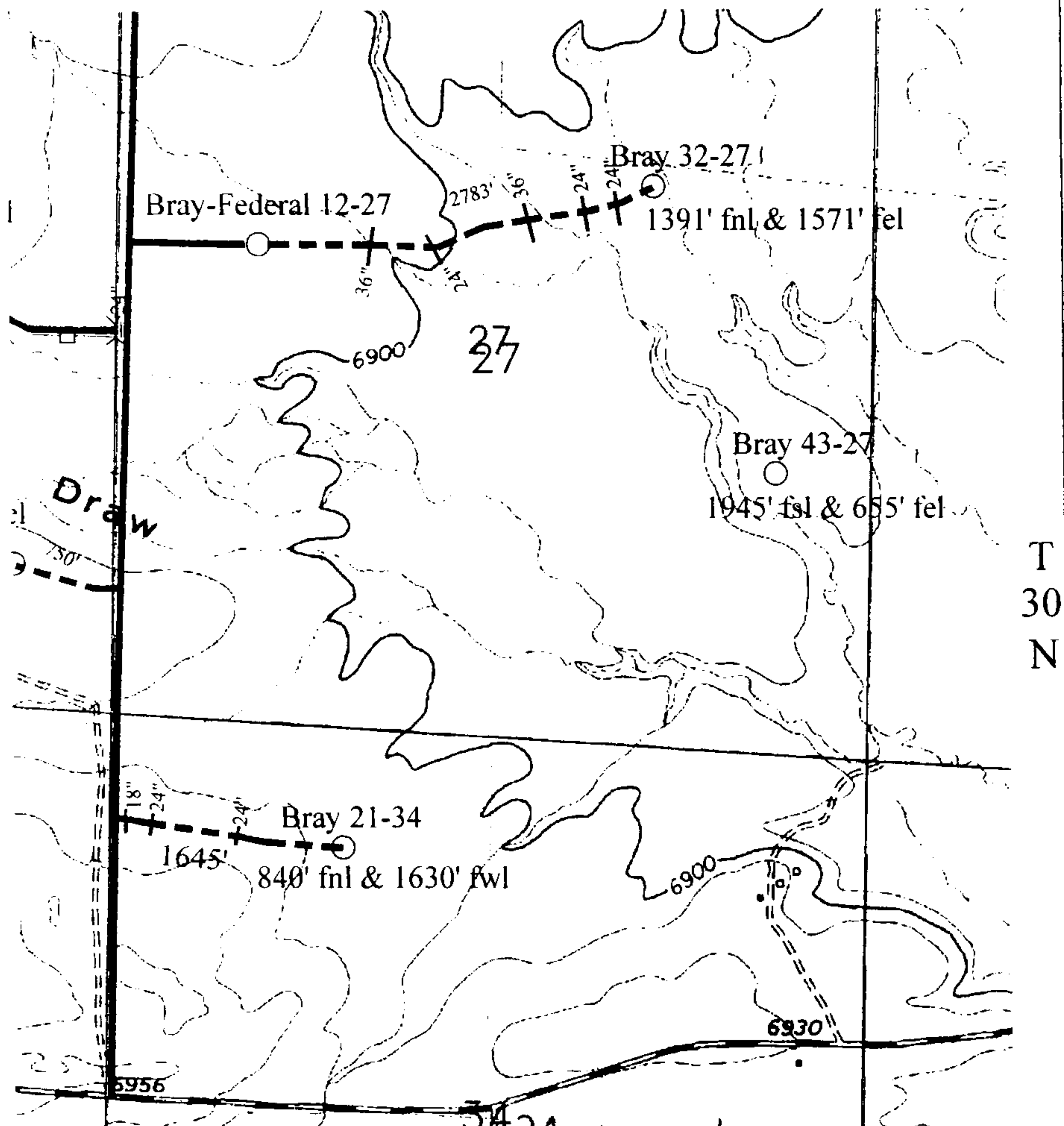
On this 2nd day of March, 2005, before me, a Notary Public, personally appeared Gordon W. Bray, Sr., and Beth A. Bray, Trustees of the Gordon W. Bray, Sr. Living Trust, dated February 26, 2003, and any amendments thereto, and Beth A. Bray and Gordon W. Bray, Sr., Trustees of the Beth A. Bray Living Trust, 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.

Nov 08, 2007
My Commission Expires

Amber Hammer
Notary Public



R112W



T
30
N

Berco Resources, LLC.
Sublette County, Wyoming

Exhibit "A"

Bray 21-34

2/21/05

1" 10000

314412

PIPELINE EASEMENT

Oct 10 05:24:52
 INDOOR 131046 132 48
 FEES 11.00
 SUBMITTAL
 By Tracey L. Haver

KNOW ALL MEN BY THESE PRESENTS:

That Alsade Limited, a corporation, (hereinafter referred to as "Grantor"), of PO Box 520, Big Piney, Wyoming 83113; and Berco Resources, LLC (hereinafter referred to as "Grantee") whose address is 1200 17th Street, Suite 600, Denver, Colorado 80202, hereinafter designated "Grantee", 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, a pipeline easement, not to exceed 20 feet in width, including, but not limited to the right, from time to time, to lay, construct, reconstruct, replace, renew, operate, maintain, repair, change the size of, and remove pipes and pipelines for the transportation of hydrocarbons, natural gas and other gaseous substances, and to alter, add to, change and remove the same from time to time, along, over, through, upon, under 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 22: SW1/4SW1/4

together with the rights of ingress and egress to and from said line or lines, or any of them, for the purposes aforesaid.

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

All pipe laid under this grant shall be laid upon a route selected by the Grantee, and shall, when requested by Grantor, be buried to such a depth as not to interfere with the ordinary cultivation of said land. Grantee agrees to use its best efforts to select a pipeline route that, to the extent reasonably possible, will follow existing roads, ditches and other pipelines in order to cause minimal interference with the ordinary cultivation of said land.

To have and to hold said easement, rights and right of way, unto the said Grantee, its successors and assigns, for a period of time extending two years beyond the date said pipeline is no longer in use.

Upon commencement of operations for construction of the pipeline or lines to be laid hereunder, Grantee shall pay to Grantor the sum of \$15.00 per linear rod of such line or lines, which payment shall be made by Grantee by check mailed to Grantor at PO Box 520, Big Piney, Wyoming 83113. Grantee shall have no right to commence construction of such pipeline 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 pipelines hereunder.

Should additional pipelines be laid at any time under this grant, after the construction of the initial line or lines for which payment has been made under the preceding paragraph hereof, an additional consideration of \$15.00 per linear rod shall be paid for each pipeline so laid after the initial line or lines; provided, however, that multiple pipes laid in a single excavation shall constitute a single pipeline for the purposes hereof.

For the consideration aforesaid, Grantor does hereby release and discharge Grantee of and from any and all claims and causes of action arising out of or in any way connected with the reasonable exercise by Grantee of the rights and easement herein granted.

Operator, for itself and its contractor, subcontractors, agents, employees, representatives, successors and assigns, does hereby release and agree to defend and hold harmless Grantor from any claim for damage to any person or property arising out of Operator's use and/or Operator's operations on and over Grantor's property and does further agree to pay all costs and expenses incurred by Grantor in the event it shall become necessary for Grantor to defend themselves from any claims made by anyone as a result of Operator's operations pursuant to this agreement. In the event that it should become necessary or desirable for Grantor to obtain the services of an attorney to enforce any of the provisions of this agreement, or to make claims for damages, specific performance, or any breach resulting from Operator's operations under this agreement, then Operator shall be liable for reasonable attorney's fees incurred by Grantor in connection with such matters provided that Operator is found to be at fault.

It is expressly understood that the funds paid herein for damages to Grantor's surface lands for a pipeline right of way and are not settlement for any damages to any contiguous real property or personal property of the Grantor or a release for any other damages which Grantor or grantor's property may sustain by reason of the operations carried on by the Grantee or its agents or sub-contractors.

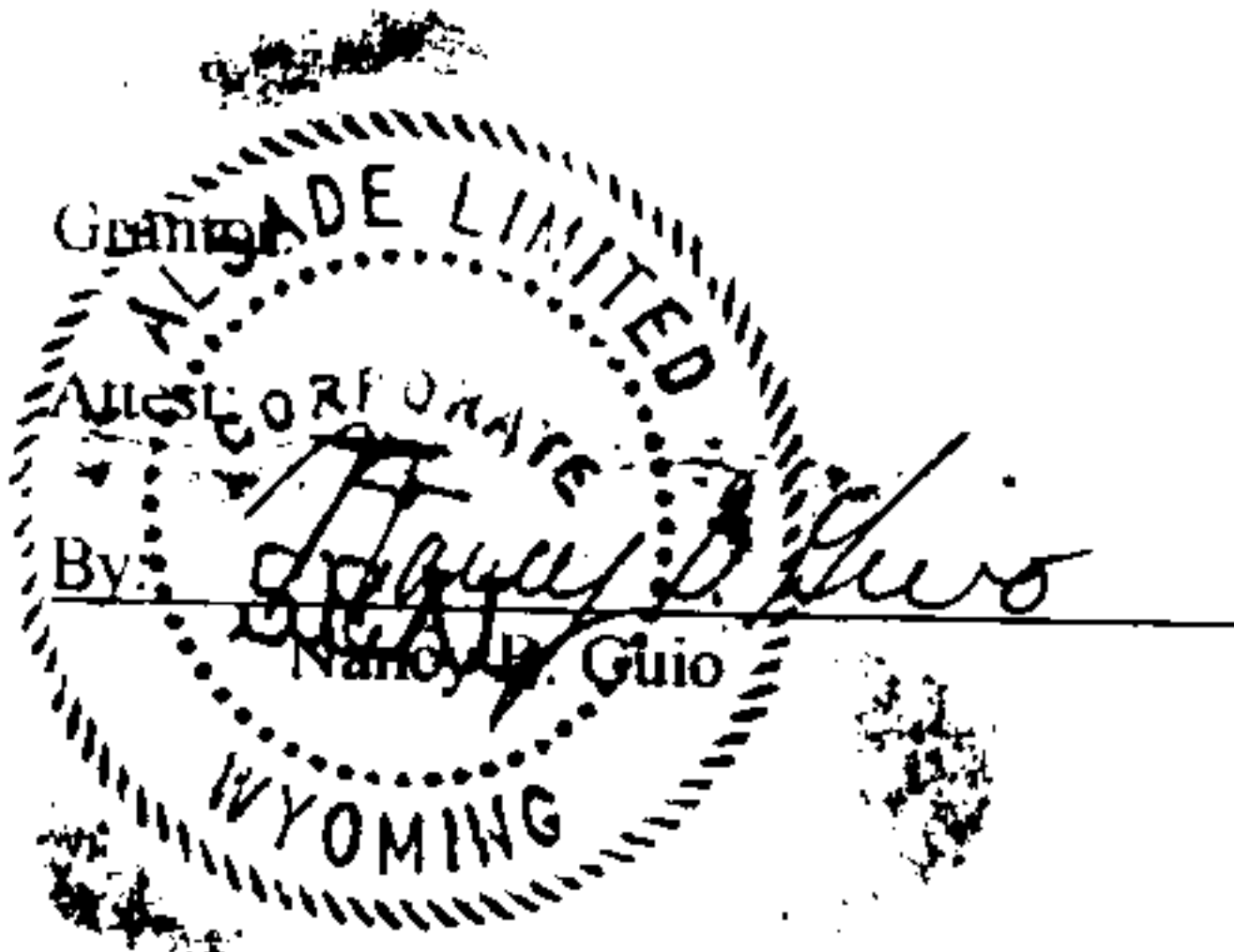
Grantee agrees that the pipeline right-of-way shall be kept free of all litter, cans, bottles, trash, etc and controlled to prevent noxious weeds.

It is expressly understood that the funds paid herein for damages are for the use of Grantor's surface lands for a pipeline right of way and are not settlement for any damages to any contiguous real property or personal property of the Grantor or a release for any other damages which Grantor or grantor's property may sustain by reason of the operations carried on by the Grantee or its agents or sub-contractors.

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 14th day of October, 2002.



Alsade Limited, a corporation

By: Tagg Guio
Tagg Guio

STATE OF Wyoming
COUNTY OF Sublette ss.

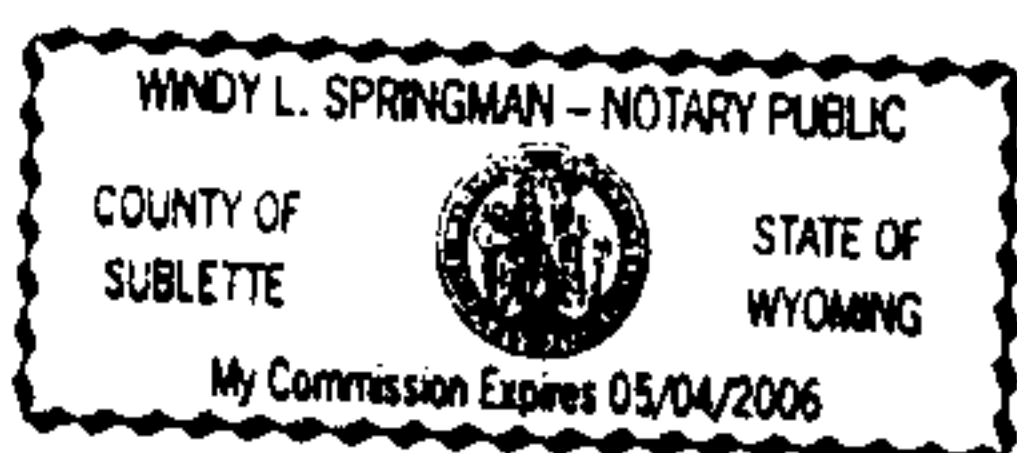
Corporate

On this 14 day of October, 2002, before me personally appeared Tagg Guio to me personally known, who, being by me duly sworn, did say that he is the VICE PRESIDENT of Alsade Limited, a corporation and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said Tagg Guio acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal this 14 day of October, 2002.

My commission expires:

5-4-06



Windy L. Springman
Notary Public for the State of Wyoming
residing at Big Piney

SUBLETTE

314417

Recording request by,
and when recorded return to:

Thompson & Knight LLP
1700 Pacific Avenue
Suite 3300
Dallas, Texas 75201
Attention: Sharon Nye

RECORDED	10/11	2005 11:00 AM
IN BOOK	131 0+6	PAGE 49
FEES \$	211.00	COUNTY CLERK
SUBLETTE COUNTY, WYOMING		

by: Cynthia J. Friel

Wyoming

Space above for County Recorder's Use

MORTGAGE, ASSIGNMENT,
SECURITY AGREEMENT, FIXTURE FILING
AND FINANCING STATEMENT

FROM

ROCKY MOUNTAIN PIPELINE SYSTEM LLC
(Organizational I.D. No. 3454482)

TO

BANK OF AMERICA, N.A., ADMINISTRATIVE AGENT

Dated September 30, 2005

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS,
SECURES PAYMENT OF FUTURE ADVANCES, AND COVERS PROCEEDS OF
COLLATERAL.

THIS INSTRUMENT COVERS, AMONG OTHER THINGS, GOODS WHICH ARE OR ARE
TO BECOME FIXTURES RELATED TO THE REAL PROPERTY DESCRIBED HEREIN.
AND IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE
OR COMPARABLE RECORDS OF THE COUNTIES REFERENCED IN EXHIBIT A
HERETO. SUCH FILING SHALL SERVE, AMONG OTHER PURPOSES, AS A FIXTURE
FILING. THE MORTGAGOR HAS AN INTEREST OF RECORD IN THE REAL ESTATE
CONCERNED, WHICH INTEREST IS DESCRIBED IN SECTION 1.1 OF THIS
INSTRUMENT.

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE
MAY ALLOW AGENT (AS HEREINAFTER DEFINED) TO TAKE THE MORTGAGED
PROPERTIES AND SELL THEM WITHOUT GOING TO COURT IN A FORECLOSURE
ACTION UPON DEFAULT BY THE MORTGAGOR (AS HEREINAFTER DEFINED)
UNDER THIS MORTGAGE.

The address of Mortgagor is:

Rocky Mountain Pipeline System LLC
5900 Cherry Avenue
Long Beach, CA 90805

The address of Agent is:

Bank of America, N.A.
100 Federal Street
Boston, Massachusetts 02110

MORTGAGE, ASSIGNMENT,
SECURITY AGREEMENT, FIXTURE FILING
AND FINANCING STATEMENT (this "**Mortgage**"),

ARTICLE I.

Granting Clauses; Secured Indebtedness

Section 1.1. Grant and Mortgage. ROCKY MOUNTAIN PIPELINE SYSTEM LLC, a Delaware limited liability company (herein called "**Mortgagor**"), for and in consideration of the sum of Ten Dollars (\$10.00) to Mortgagor in hand paid, and in order to secure the payment of the secured indebtedness hereinafter referred to and the performance of the obligations, covenants, agreements, warranties and undertakings of Mortgagor hereinafter described, does hereby MORTGAGE, GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN AND SET OVER to Agent (as herein defined), and grant to Agent a POWER OF SALE (pursuant to this Mortgage and applicable law) with respect to, those of the following described properties, rights and interests, which are located in (or cover properties located in) the State of Wyoming and to which the laws of the State of Wyoming are applicable with respect to this Mortgage and/or the liens or security interests created hereby (the "**Mortgaged Properties**"):

A. Those certain tracts of land described in Exhibit A attached hereto and made a part hereof, and those certain surface leases described in Exhibit A hereto (the "**Surface Leases**") and/or any other lands (other than the "Servitudes", as hereinafter defined) described in Exhibit A hereto (such tracts of land, the lands covered by the Surface Leases, and such other lands being herein collectively called the "**Facility Sites**"), together with all of Mortgagor's right, title and interest in and to all Personal Property and Improvements (as herein defined) located on or under the Facility Sites (the "**Facility Property**") or used, held for use in connection with, or in any way related to the Facility Sites (the Facility Sites and the Facility Property are herein sometimes collectively called the "**Facilities**");

B. All of Mortgagor's right, title and interest in and to the rights, interests and estates created under those certain servitudes, easements, rights of way, privileges, franchises, prescriptions, licenses, leases (other than surface leases), permits and/or other rights described in Exhibit A attached hereto and made a part hereof, and all of Mortgagor's right, title and interest (whether now owned or hereafter acquired by operation of Law or otherwise) in any servitudes, easements, rights of way, privileges, franchises, prescriptions, licenses, leases, permits and/or other rights in and to any land, in any county and section shown on Exhibit A even though they may be incorrectly described in or omitted from such Exhibit A, together with any amendments, renewals, extensions, supplements, modifications or other agreements related to the foregoing, and further together with all of Mortgagor's right, title and interest in and to any other servitudes, easements, rights of way, privileges, prescriptions, franchises, licenses, permits and/or other rights (whether presently existing or hereafter created and whether now owned or hereafter acquired by operation of Law or otherwise) used, held for use in connection

with, or in any way related to the Facilities, the "Pipeline Systems" (as hereinafter defined), and/or pipelines transporting Products (as herein defined) to, from or between Pipeline Systems and/or the Facilities (the rights, interests and estates described in this clause B are herein collectively called the "**Servitudes**");

C. Without limitation of the foregoing, all of Mortgagor's right, title and interest (whether now owned or hereafter acquired by operation of Law or otherwise), in and to all transportation, gathering and transmission systems located on the properties described in and/or depicted on Exhibit A or located in any county or section shown on Exhibit A; any leases of transportation, gathering and transmission systems, pipes or facilities described on Exhibit A and all Personal Property and Improvements including those located on or under the Servitudes, the Facility Sites, and/or in or on or otherwise related to such transportation, gathering and transmission systems described in this clause C (the properties, rights and interests described in this clause C are herein collectively called the "**Pipeline Systems**");

D. All of Mortgagor's right, title and interest, whether presently existing or hereafter created (whether now owned or hereafter acquired by operation of Law or otherwise) in and to:

1. all purchase, sale, gathering, processing, transportation, storage and other contracts or agreements, including those covering or otherwise relating to the ownership or operation of the Facilities, the Servitudes, and/or the Pipeline Systems and/or to the purchase, sale, transporting, gathering, marketing, separation, treatment, handling, storing, stabilization, dehydration, processing, delivery and/or redelivery (collectively, "**Handling**") of Products;

2. any agreement under which any of the Property, as hereinafter defined, was acquired, including any and all representations, warranties, or covenants and any and all rights of indemnity or to rebate of the purchase price; all equipment leases, maintenance agreements, electrical supply contracts, option agreements, and other contracts and/or agreements, whether now existing or hereafter entered into including those which cover, affect, or otherwise relate to the Facilities, the Servitudes, and/or the Pipeline Systems, and/or any of the other Mortgaged Properties (as hereafter defined) described above, or to the Handling of Products transported, marketed, gathered, separated, treated, handled, stored, stabilized, dehydrated, processed, delivered and/or redelivered by or in the Facilities and/or the Pipeline Systems;

(the contractual rights, contracts and other agreements described in this clause D are herein sometimes collectively called the "**Contracts**");

E. All of Mortgagor's right, title and interest (whether now owned or hereafter acquired by operation of Law or otherwise) in and to all improvements, fixtures, and

other real property and Personal Property and Improvements located on or under, or which in any way relate to the Facilities, the Servitudes and/or the Pipeline Systems:

F. Without limitation of the foregoing, all other right, title and interest of Mortgagor of whatever kind or character (whether now owned or hereafter acquired by operation of Law or otherwise) in and to (i) the Facilities, the Surfaces Leases and/or the Servitudes, and (ii) the lands described or referred to in Exhibit A (or described in any of the instruments described or referred to in Exhibit A);

G. All of Mortgagor's rights, estates, powers and privileges appurtenant to the foregoing rights, interests and properties; and

H. All of Mortgagor's right, title and interests in or to Products.

TO HAVE AND TO HOLD the Mortgaged Properties unto the Agent, and its successors or substitutes, and to its or their successors and assigns upon the terms, provisions and conditions herein set forth. As used herein, "**Personal Property and Improvements**" means all fixtures, improvements and personal property (whether now owned or hereafter acquired by operation of Law or otherwise), including terminals, tanks, tank batteries, storage facilities, injector stations, plants, buildings, pipelines, flow lines, gathering lines, pipes, pipe connectors, valves, fittings, regulators, meters, measuring equipment, regulators, heaters, extractors, pumps, compressors, materials and supplies, fuel lines, power lines, communication or data lines, monitoring and safety equipment. As used herein, "Products" means hydrocarbons or other goods, including crude oil, natural gas, natural gas liquids, condensate, products of refining or processing the foregoing, and other liquid or gaseous hydrocarbons, or any of the foregoing.

Section 1.2. Grant of Security Interest. In order to further secure the payment of the secured indebtedness hereinafter referred to and the performance of the obligations, covenants, agreements, warranties, and undertakings of Mortgagor hereinafter described, Mortgagor hereby grants to Agent for the benefit of Agent, L/C Issuer and Lenders a security interest in the entire interest of Mortgagor (whether now owned or hereafter acquired by operation of Law or otherwise) in and to:

(a) to the extent a security interest may be created therein, the Mortgaged Properties:

(b) without limitation of any other provisions of this Section 1.2, all payments received in lieu of performance which are related to the Mortgaged Properties (regardless of whether such payments or rights thereto accrued, and/or the events which gave rise to such payments occurred, on or before or after the date hereof, including firm or prepaid transportation payments and similar payments, payments received in settlement of or pursuant to a judgment rendered with respect to firm transportation or similar obligations or other obligations under a contract, and payments received in buyout or buydown or other settlement of a contract) and/or imbalances in deliveries (the payments described in this subsection (b) being herein called "**Payments in Lieu**");

- (c) all equipment, inventory, improvements, fixtures, accessions, goods, including Products owned by Mortgagor, and other personal property of whatever nature (including that held in connection with the operation of the Mortgaged Properties or the Handling of Products) and all licenses and permits of whatever nature, including that now or hereafter used or held for use in connection with the Mortgaged Properties or in connection with the operation thereof or the Handling of Products, and all renewals or replacements of the foregoing or substitutions for the foregoing;
- (d) all accounts, receivables, contract rights, choses in action (i.e., rights to enforce contracts or to bring claims thereunder), commercial tort claims and other general intangibles of whatever nature (regardless of whether the same arose and/or the events which gave rise to the same occurred, on or before or after the date hereof, including that related to the Mortgaged Properties, the operation thereof, or the Handling of Products, and including any of the same relating to payment of proceeds thereof or to payment of amounts which could constitute Payments in Lieu);
- (e) without limitation of the generality of the foregoing, any rights and interests of Mortgagor under any present or future hedge or swap agreements, cap. floor, collar, exchange, forward or other hedge or protection agreements or transactions, or any option with respect to any such agreement or transaction now existing or hereafter entered into by or on behalf of Mortgagor;
- (f) all engineering, accounting, title, non-privileged legal, and other technical or business data, including that concerning the Mortgaged Properties, the Handling of Products or any other item of Property (as hereinafter defined) which are now or hereafter in the possession of Mortgagor or in which Mortgagor can otherwise grant a security interest, and all books, files, records, magnetic media, software and other forms of recording or obtaining access to such data;
- (g) all money, documents, instruments, chattel paper (including electronic chattel paper and tangible chattel paper), rights to payment evidenced by chattel paper, securities, accounts, payable intangibles, general intangibles, letters of credit, letter-of-credit rights, supporting obligations and rights to payment of money arising from or by virtue of any transaction (regardless of whether such transaction occurred on or before or after the date hereof and including that related to the Mortgaged Properties, the Handling of Products or any other item of Property);
- (h) all rights, titles and interest now owned or hereafter acquired by Mortgagor in any and all goods, inventory, equipment, documents, money, instruments, intellectual property, certificated securities, uncertificated securities, investment property, letters of credit, rights to proceeds of written letters of credit and other letter-of-credit rights, commercial tort claims, deposit accounts, payment intangibles, general intangibles, contract rights, chattel paper (including electronic chattel paper and tangible chattel paper), rights to payment evidenced by chattel paper, software, supporting obligations and accounts, wherever located, and all rights and privileges with respect thereto (all of

the properties, rights and interests described in subsections (a), (b), (c), (d), (e), (f) and (g) above and this subsection (h) being herein sometimes collectively called the "**Collateral**"; and

(i) all proceeds of the Collateral, whether such proceeds or payments are goods, money, documents, instruments, chattel paper, securities, accounts, payment intangibles, general intangibles, fixtures, real property, personal property or other assets (the Mortgaged Properties, the Collateral and the proceeds of the Collateral being herein sometimes collectively called the "**Property**").

Except as otherwise expressly provided in this Mortgage, all terms in this Mortgage relating to the Collateral and the grant of the foregoing security interest which are defined in the Uniform Commercial Code as evidenced in each state whose law is applicable to the Collateral (the "**Applicable UCC**") shall have the meanings assigned to them in Article 9 of the Applicable UCC, as those meanings may be amended, revised or replaced from time to time. Notwithstanding the foregoing, the parties intend that the terms used herein which are defined in the Applicable UCC have, at all times, the broadest and most inclusive meanings possible. Accordingly, if the Applicable UCC shall in the future be amended or held by a court to define any term used herein more broadly or inclusively than the Applicable UCC in effect on the date of this Mortgage, then such term, as used herein, shall be given such broadened meaning. If the Applicable UCC shall in the future be amended or held by a court to define any term used herein more narrowly, or less inclusively, than the Applicable UCC in effect on the date of this Mortgage, such amendment or holding shall be disregarded in defining terms used in this Mortgage. Further, terms used but not defined herein shall have the meanings given them in the Credit Agreement.

Section 1.3. Loans, Loan Documents, Other Obligations. This Mortgage is made to secure and enforce the payment and performance of the following promissory notes, obligations, indebtedness and liabilities:

(a) All indebtedness and other obligations now or hereafter incurred or arising pursuant to the provisions of that certain Credit Agreement dated as of September 30, 2005, as amended, supplemented, restated, increased, extended or otherwise modified from time to time (as amended, supplemented, restated, increased, extended or otherwise modified from time to time, the "**Credit Agreement**") among Pacific Energy Partners, L.P., a Delaware limited partnership, as US Borrower (the "**US Borrower**"), Rangeland Pipeline Company, a Nova Scotia unlimited liability company (the "**Canadian Borrower**"), the US Borrower and the Canadian Borrower herein called the "**Borrowers**", and each individually a "**Borrower**"), Bank of America, N.A., as US Administrative Agent ("**Agent**"), US L/C Issuer, and US Swingline Lender, Bank of America, N.A., acting through its Canada branch, as Canadian Administrative Agent, Canada L/C Issuer and Canadian Swingline Lender, Lehman Commercial Paper Inc., as Syndication Agent, and the Documentation Agents and other Lenders party thereto; including the sum of (i) those certain committed loans, swingline loans and letters of credit extended to or for the benefit of the US Borrower in the maximum aggregate stated

principal amount of \$400,000,000 (and subject to a right provided for in the Credit Agreement for the US Borrower to increase such maximum aggregate principal amount to up to \$600,000,000) that may be made or issued from time to time pursuant to the Credit Agreement, and all notes issued from time to time evidencing such loans by the US Borrower and payable to the order of US Lenders on or before September 30, 2010, unless otherwise extended pursuant to the Credit Agreement, as from time to time amended, supplemented, restated, increased, extended or otherwise modified, and all other notes given in substitution therefore, or in modification, renewal or extension thereof, in whole or in part (as from time to time amended, supplemented, restated, increased, extended or otherwise modified, in whole or in part, the **"US Credits"**); (ii) those certain committed loans, bankers' acceptances, swingline loans, and letters of credit extended to or for the benefit of the Canadian Borrower that may be made or issued from time to time pursuant to the Credit Agreement (which credit is a sublimit allocated from the maximum aggregate principal amount of US credit provided in the immediately preceding clause (i), and all notes issued from time to time evidencing such loans and letters of credit by the Canadian Borrower and payable to the order of Canadian Lenders on or before September 30, 2010, unless otherwise extended pursuant to the Credit Agreement, as from time to time amended, supplemented, restated, increased, extended or otherwise modified, and all other notes given in substitution therefore, or in modification, renewal or extension thereof, in whole or in part (as from time to time so amended, supplemented, restated, increased, extended or otherwise modified, in whole or in part, the **"Canadian Credits"**, and together with the US Credits collectively call the **"Credits"**); (iii) all other principal, interest or other amounts which may hereafter be loaned by Agent, L/C Issuer or Lenders under or in connection with the Credit Agreement or any other Loan Documents, whether evidence by a promissory note or other instrument which, by its terms, is secured hereby; and (iv) all other indebtedness, obligations and liabilities now or hereafter existing of any kind of any Loan Party to Agent, L/C Issuer or Lenders under documents which recite they are intended to be secured by the mortgage, the full and prompt payment of which has been guaranteed by the Subsidiary Guarantors (as hereinafter defined);

(b) the due and punctual payment and performance of any and all indebtedness and other obligations now or hereafter incurred or arising pursuant to (i) that certain Guaranty, dated as of September 30, 2005, as amended, supplemented, restated, increased, extended or otherwise modified, made by Pacific Energy Group LLC, Pacific Energy Finance Corporation, PEG Canada GP LLC, Pacific Marketing and Transportation LLC, Ranch Pipeline LLC, Rocky Mountain Pipeline System LLC, PEG Canada, L.P., Pacific Atlantic Terminals LLC, and any additional guarantors from time to time party thereto and (ii) that certain Guaranty, dated as of September 30, 2005, as amended, supplemented, restated, increased, extended or otherwise modified, made by Rangeland Pipeline Company, Rangeland Pipeline Partnership, Rangeland Northern Pipeline Company, Rangeland Marketing Company, and any additional guarantors from time to time party thereto (each of the entities named in this clause (b), collectively, **"Subsidiary Guarantors"** and each a **"Subsidiary Guarantor"**), in favor of Agent guaranteeing, among other things, the obligations and liabilities of each Borrower under

the Credit Agreement, the Credits, the other Loan Documents and all present or future Lender Swap Obligations;

(c) the due and punctual payment and performance of any and all indebtedness and other obligations now or hereafter incurred or arising pursuant to that certain Guaranty, dated as of September 30, 2005, as amended, supplemented, restated, increased, extended or otherwise modified, made by US Borrower in favor of Agent guaranteeing, among other things, the obligations and liabilities of Canadian Borrower under the Credit Agreement, the Credits, the other Loan Documents and all present or future Lender Swap Obligations;

(d) all present or future Lender Swap Obligations; and

(e) Without limiting the generality of the foregoing, all post-petition interest, expenses, and other duties and liabilities with respect to indebtedness or other obligations described above in this Section 1.3, which would be owed but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization, or similar proceeding.

Section 1.4. Secured Indebtedness. The indebtedness referred to in Section 1.3, and all renewals, extensions and modifications thereof, and all substitutions therefor, in whole or in part, are herein sometimes referred to as the "secured indebtedness" or the "indebtedness secured hereby".

Section 1.5 Limitation on Secured Indebtedness. It is the intention of Mortgagor and Agent that this Mortgage not constitute a fraudulent transfer or fraudulent conveyance under any state or federal Law that may be applied hereto. Mortgagor and, by its acceptance hereof, Agent hereby acknowledges and agrees that, notwithstanding any other provision of this Mortgage, the amount of indebtedness secured by Mortgagor hereunder shall be limited to the maximum amount of indebtedness that can be secured by Mortgagor hereunder without rendering this Mortgage voidable under applicable Law relating to fraudulent conveyances or fraudulent transfers with respect to Mortgagor.

ARTICLE II.

Representations, Warranties and Covenants

Section 2.1. Mortgagor represents, warrants, and covenants as follows:

(a) Title and Permitted Encumbrances. Mortgagor has, and Mortgagor covenants to maintain, good and defensible title to the Property, free and clear of all Liens (as defined in the Credit Agreement), privileges, security interests and encumbrances except for (i) those permitted under Section 7.01 of the Credit Agreement and (ii) the contracts, agreements, burdens, encumbrances and other matters set forth in the descriptions of certain of the Mortgaged Properties on Exhibit A hereto (herein called the "**Permitted Encumbrances**"); Mortgagor will

warrant and defend title to the Property, subject as aforesaid, against the claims and demands of all persons claiming or to claim the same or any part thereof. Upon request by Agent, Mortgagor will deliver to Agent schedules of all internal and third party information identifying the Mortgaged Properties (such as, for example, internal identification names and numbers used by Mortgagor in accounting for revenues, costs, and joint interest transactions attributable to the Mortgaged Properties). The listing of Permitted Encumbrances above is made for the purpose of limiting certain warranties and covenants made by Mortgagor herein; such listing is not intended to affect the description herein of the Mortgaged Properties nor to subordinate the liens and security interests hereunder to any Permitted Encumbrances.

(b) Leases and Contracts; Performance of Obligations. All material Contracts, Servitudes, Surface Leases and other agreements and leases forming a part of the Property are in full force and effect, and Mortgagor agrees to so maintain them in full force and effect, except where failure to so maintain could not reasonably be expected to have a material and adverse effect on Mortgagor's assets, the operation thereof and income therefrom considered as a whole. All rents, royalties and other payments due and payable under such Contracts, Servitudes, Surface Leases and other agreements and leases, or under the Permitted Encumbrances, or otherwise attendant to the ownership or operation of the Property, have been, and will continue to be, properly and timely paid. Mortgagor is not in default with respect to Mortgagor's obligations (and Mortgagor is not aware of any default by any third party with respect to such third party's obligations) under such Contracts, Servitudes, Surface Leases or other agreements or leases, or under the Permitted Encumbrances, or otherwise attendant to the ownership or operation of any part of the Property, except for such defaults that in the aggregate could not reasonably be expected to have a material and adverse effect on Mortgagor's assets, the operation thereof and income therefrom considered as a whole.

(c) Sale or Disposal. Mortgagor will not, without the prior written consent of Agent, sell, exchange, lease, transfer, or otherwise dispose of, or cease to operate (or be operator of) or abandon, any part of, or interest (legal or equitable) in, the Property other than as permitted pursuant to the Credit Agreement.

(d) Environmental.

(A) Current Status. The Property and Mortgagor are not in violation of its representations and warranties contained in the Credit Agreement.

(B) Future Performance. The following definition is applicable for the terms used in this section. "Applicable Environmental Laws" shall mean any applicable Laws, including the common law, pertaining to safety, health or the environment, as such laws, orders, rules or regulations now exist or are hereafter enacted and/or amended (Applicable Environmental Laws shall include the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended, hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980,

and the Hazardous and Solid Waste Amendments of 1984 (as amended, hereinafter called "RCRA") and applicable state and local law); the terms "hazardous substance" and "release" as used in this Mortgage shall have the meanings specified in CERCLA, and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in RCRA; provided, in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment and provided further, to the extent that the laws of the states in which the Mortgaged Properties are located establish a meaning for "hazardous substance," "release," "solid waste," or "disposal" which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply. The term "Associated Property" as used in this Mortgage shall mean any and all interests in and to (and or carved out of) the lands which are described or referred to in Exhibit A hereto, or which are otherwise described in any of the instruments described in or referred to in such Exhibit A, whether or not such property interests are owned by Mortgagor, but shall not include any of the Property. Mortgagor will comply, and will cause the Property and the Associated Property to comply, in any material respects with all Applicable Environmental Laws now or hereafter applicable to Mortgagor or the Property or the Associated Property as well as all contractual obligations and agreements of (or binding upon) the Mortgagor with respect to environmental remediation or other environmental matters and shall obtain, at or prior to the time required by Applicable Environmental Law, all environmental, health and safety permits, licenses and other authorization necessary for its operations and will maintain such authorization in full force and effect, assuming, in each case, disclosure to the applicable Governmental Authorities of all relevant facts, conditions and circumstances, if any, pertaining to the Property or the Associated Property. Except for the terminalling, tankage, transportation and storage of crude oil, hydrocarbon products and oil field by-products in the ordinary course of Mortgagor's business and in accordance with Applicable Environmental Laws, Mortgagor will not cause or permit the disposal or other release of any hazardous substance or solid waste at, into, upon or under the Property or the Associated Property or do anything or permit anything to be done which will subject the Property or the Associated Property to any remedial obligations for which Mortgagor is responsible or liable under any Applicable Environmental Laws and covenants and agrees to keep or cause the Property and/or the Associated Property to be kept free of any hazardous substance or solid waste, and to remediate the same in accordance with Applicable Environmental Laws at no expense to Agent; provided, however, Mortgagor shall not be in violation of this sentence in respect of any such disposal or release of any hazardous substance or solid waste, any such remedial obligations under any Applicable Environmental Laws, or any such failure to keep the Property and Associated Property free of any hazardous substance or solid waste, so long as (i) no violation of the provisions of the Credit Agreement shall exist in respect thereof and (ii) all of the foregoing (together with all similar events in respect of the Properties under any Affiliate Mortgage) in the aggregate existing and unremediated at any one time shall not result in uninsured obligations or liabilities of Mortgagor or in a diminishment of the value, consistent with their present use, of the Properties, as defined herein, and of the Properties, as defined in any Affiliate Mortgage, of greater than \$20,000,000 in the

aggregate. Provided further the preceding two sentences shall apply to the Associated Property only with respect to any fact, event, condition or circumstance that constitutes or gives rise under Applicable Environmental Laws (or is the basis of notice from any governmental authority or third party that such fact, event, condition or circumstance does or may, constitute or give rise under any Applicable Environmental Laws) to any violation thereof, any noncompliance therewith, any responsibility or liability thereunder, or any remedial obligation thereunder, on the part of Mortgagor or the Property. The term "Affiliate Mortgage" means any deed of trust, mortgage or similar instrument by any Loan Party (as such term is defined in the Credit Agreement) to secure any of the obligations secured hereby.

(e) Defense of Mortgage. If the validity or priority of this Mortgage or of any rights, titles, Liens, privileges or security interests created or evidenced hereby with respect to the Property or any part thereof or the title of Mortgagor to the Property or any part thereof shall be endangered or questioned or shall be attacked directly or indirectly or if any legal proceedings are instituted against Mortgagor with respect thereto, Mortgagor will give prompt written notice thereof to Agent and at Mortgagor's own cost and expense will diligently endeavor to cure any defect that may be developed or claimed, and will take all necessary and proper steps for the defense of such legal proceedings, including the employment of counsel, the prosecution or defense of litigation and the release or discharge of all adverse claims, and Agent (whether or not named as a party to legal proceedings with respect thereto) is hereby authorized and empowered to take such additional steps as in its judgment and discretion may be necessary or proper for the defense of any such legal proceedings or the protection of the validity or priority of this Mortgage and the rights, titles, liens and security interests created or evidenced hereby, including the employment of independent counsel, the prosecution or defense of litigation, the compromise or discharge of any adverse claims made with respect to the Property (provided that so long as no default has occurred that is continuing, any such compromise or discharge shall require the prior written consent of the Mortgagor), the purchase or payment of any tax or tax title and the removal of prior Liens, privileges or security interests, and all expenditures so made of every kind and character shall be a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to Agent and shall bear interest from the date expended until paid at the rate described in Section 2.2 hereof, and the party incurring such expenses shall be subrogated to all rights of the person receiving such payment.

(f) Fees and Expenses; Indemnity. Mortgagor will reimburse Agent and each Lender (for purposes of this paragraph 2.1(f), the terms "Agent" or "any Lender" shall include the directors, officers, partners, employees and agents of Agent, any Lender, respectively, and any persons or entities owned or controlled by, owning or controlling or otherwise affiliated with Agent or any Lender, respectively) for all expenditures, including reasonable attorneys' fees and expenses, incurred or expended in connection with (i) the breach by Mortgagor of any covenant, agreement or condition contained herein or in any other Loan Document, (ii) the exercise of any rights and remedies hereunder or under any other Loan Document, and (iii) the protection of the Property and/or liens and security interests therein. Mortgagor will indemnify and hold harmless Agent and any Lender from and against (and will reimburse Agent and any Lender for) all claims, demands, liabilities, losses, damages (including consequential damages), causes of

action, judgments, penalties, costs and expenses (including reasonable attorneys' fees and expenses) which may be imposed upon, asserted against or incurred or paid by any of them on account of, in connection with, or arising out of (A) any bodily injury or death or natural resource, human health or property damage occurring in, at, into, under or upon or in the vicinity of the Property through any cause whatsoever on or prior to the "Release Date" (as hereinafter defined), (B) any act performed or omitted to be performed by Mortgagor hereunder or the breach of any representation or warranty herein, (C) the exercise of any rights and remedies hereunder or under any other Loan Document, (D) any transaction, act, omission, event or circumstance arising out of or in any way connected with the Property on or prior to the Release Date or with this Mortgage or any other Loan Document, (E) any violation on or prior to the Release Date of any Applicable Environmental Law, (F) any act, omission, event or circumstance existing or occurring on or prior to the Release Date (including the presence on or under the Property or the Associated Property or release at, into, upon, under or from the Property or the Associated Property of hazardous substances or solid wastes disposed of or otherwise released) resulting from or in connection with the ownership, construction, occupancy, operation, use and/or maintenance of the Property or the Associated Property, regardless of whether the act, omission, event or circumstance constituted a violation of any Applicable Environmental Law at the time of its existence or occurrence, and (G) any and all claims or proceedings (whether brought by private party or governmental agencies) for human health, bodily injury, property damage, abatement or remediation, environmental damage, cleanup, mitigation, removal, natural resource damage or impairment or any other injury or damage resulting from or relating to any hazardous or toxic substance, solid waste or contaminated material located upon or migrating into, from or through the Property or the Associated Property on or prior to the Release Date (whether or not the release of such materials was caused by Mortgagor, a tenant or subtenant or a prior owner or tenant or subtenant on the Property or the Associated Property and whether or not the alleged liability is attributable to the use, treatment, handling, storage, generation, transportation, removal or disposal of such substance, waste or material or the mere presence of such substance, waste or material on or under the Property or the Associated Property), which the Agent and/or any Lender may have liability with respect to or due to the making or extending of the Credit or Credits, the granting of this Mortgage, the exercise of any rights under the Loan Documents, or otherwise. Agent and any Lender shall have the right to compromise and adjust any such claims, actions and judgments, and in addition to the rights to be indemnified as herein provided, all amounts paid in compromise, satisfaction or discharge of any such claim, action or judgment, and all court costs, attorneys' fees and other expenses of every character expended by Agent or any Lender pursuant to the provisions of this section shall be a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to the applicable party or parties. The "Release Date" as used herein shall mean the earlier of the following two dates: (i) the date on which the indebtedness and obligations secured hereby have been paid and performed in full and this Mortgage has been released of record, or (ii) the date on which the lien of this Mortgage is foreclosed or a deed in lieu of such foreclosure is fully effective and recorded. **WITHOUT LIMITATION, IT IS THE INTENTION OF MORTGAGOR AND MORTGAGOR AGREES THAT THE FOREGOING INDEMNITIES SHALL APPLY TO EACH INDEMNIFIED PARTY WITH RESPECT TO CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, CAUSES OF ACTION, JUDGMENTS, PENALTIES, COSTS AND EXPENSES**

(INCLUDING REASONABLE ATTORNEYS' FEES) WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF THE NEGLIGENCE OF SUCH (AND/OR ANY OTHER) INDEMNIFIED PARTY. However, such indemnities shall not apply to any particular indemnified party (but shall apply to the other indemnified parties) to the extent the subject of the indemnification is caused by or arises out of the gross negligence or willful misconduct of such particular indemnified party nor shall such indemnities apply to a breach by any Lender or Agent of its obligation to make loans pursuant to the Credit Agreement, a breach by L/C Issuer of its obligations to issue Letters of Credit pursuant to the Credit Agreement, or a breach of L/C Issuer's obligations in respect of such Letter of Credit. The foregoing indemnities shall not terminate upon the Release Date or upon the release, foreclosure or other termination of this Mortgage but will survive the Release Date, foreclosure of this Mortgage or conveyance in lieu of foreclosure, and the repayment of the secured indebtedness and the discharge and release of this Mortgage and the other documents evidencing and/or securing the secured indebtedness. Any amount to be paid hereunder by Mortgagor to Agent and/or any Lender shall be a demand obligation owing by Mortgagor to Agent and/or any Lender and shall be subject to and covered by the provisions of Section 2.2 hereof.

(g) Insurance. Mortgagor will carry insurance as provided in the Credit Agreement. Mortgagor shall deliver to Agent the original policies, if available, evidence of payment of premiums, certificates evidencing renewals, and such other information regarding such insurance as Agent may from time to time request. In the event of any loss under any insurance policies so carried by Mortgagor, Agent shall, after it has determined in its sole good faith judgment that Mortgagor has failed to commence or diligently pursue efforts to collect the same, have the right (but not the obligation) to make proof of loss and collect the same, and all amounts so received shall be applied toward costs, charges and expenses (including reasonable attorneys' fees), if any, incurred in the collection thereof, then to the order of Mortgagor for use for repairs and replacement of any loss, unless an Event of Default is then continuing, in which case such amounts shall be applied at the option of Agent to the Obligations or for use for repairs and replacement of any loss. In the preceding instances and during the continuance of an Event of Default, Agent is hereby authorized but not obligated to enforce in its name or in the name of Mortgagor payment of any or all of said policies or settle or compromise any claim in respect thereof, and to collect and make receipts for the proceeds thereof and, in and during such events, Agent is hereby appointed Mortgagor's agent and attorney-in-fact to endorse any check or draft payable to Mortgagor in order to collect the proceeds of insurance. In the event of foreclosure of this Mortgage, or other transfer of title to the Property in extinguishment in whole or in part of the secured indebtedness, all right, title and interest of Mortgagor in and to such policies then in force concerning the Property and all proceeds payable thereunder shall thereupon vest in the purchaser at such foreclosure or other transferee in the event of such other transfer of title.

(h) Further Assurances. Mortgagor will, on request of Agent, (i) promptly correct any defect, error or omission which may be discovered in the contents of this Mortgage, or in any other Loan Document, or in the execution or acknowledgment of this Mortgage or any other Loan Document; (ii) execute, acknowledge, deliver and record and/or file such further instruments (including further mortgages, deeds of trust, security agreements, financing statements, continuation statements, and assignments of accounts, funds, contract rights, general

intangibles, and proceeds) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Mortgage and the other Loan Documents and to more fully identify and subject to the Liens, privileges and security interests hereof any property intended to be covered hereby, including any renewals, additions, substitutions, replacements, or appurtenances to the Property; and (iii) execute, acknowledge, deliver, and file and/or record any document or instrument (including any financing statement) desired by Agent to protect the Lien, privilege or the security interest hereunder against the rights or interests of third persons. Mortgagor shall pay all costs connected with any of the foregoing.

(i) Name, Place of Business and Formation. Mortgagor is located (as determined pursuant to the UCC) in the state under the Laws of which it was organized, which is the State of Delaware, and no other. Mortgagor's principal place of business and chief executive office, and the place where Mortgagor keeps its books and records concerning the Property has for the preceding four months, been, and will continue to be (unless Mortgagor notifies Agent of any change in writing at least twenty (20) days prior to the date of such change), the address set forth opposite the signature of Mortgagor to this Mortgage.

(j) Not a Foreign Person. Mortgagor is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended, (hereinafter called the "Code"), Sections 1445 and 7701 (i.e. Mortgagor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and any regulations promulgated thereunder).

(k) Reporting Compliance. Mortgagor agrees to comply with any and all reporting requirements applicable to the transaction evidenced by the Credits and secured by this Mortgage which are set forth in any Law of any Governmental Authority, and further agrees upon request of Agent to furnish Agent with evidence of such compliance.

(l) Surface Leases.

(i) Lease Rights. There are, as of the date hereof, and will be, no defenses to Mortgagor's enforcement of its rights under each Surface Lease. Subject to any applicable notice and cure periods in each Surface Lease, Mortgagor will enforce the material obligations of the lessor under such Surface Lease, to the end that Mortgagor may enjoy all of the material rights granted it under such Surface Lease.

(ii) Lease Termination. Mortgagor will not, without the prior written consent of Agent, cancel, release, terminate or surrender such Surface Lease or the Mortgaged Property demised by such Surface Lease, or waive, excuse, condone or in any way release or discharge the lessor thereunder of and from the obligations, covenants, conditions and agreements by the lessor to be done other than upon termination of the applicable Surface Lease due to expiration of its stated term, and Mortgagor does by these presents expressly release, relinquish and assign unto Agent all its right, power and authority to so cancel, release, terminate or surrender, in any way the terms and provision of any Surface Lease to be retained by Agent until this Mortgage

has been released. Further, without Agent's prior written consent, Mortgagor will not suffer or permit any subletting or assignment of any of Mortgagor's interest under any Surface Lease.

(iii) After-Acquired Land. In the event Mortgagor were to acquire the remaining interest in the fee simple of any Mortgaged Property demised by any Surface Lease or any greater estate to which any Surface Lease relates, the Lien of this Mortgage shall attach, extend to, cover and constitute a Lien upon such fee simple title or greater estate, and it shall be included within the definition of the Mortgaged Property. Mortgagor agrees to execute all instruments and documents which Agent may reasonably require to ratify, confirm and further evidence the Lien on such acquired estate, title or interest.

(iv) No Merger Provision. Unless Agent shall otherwise expressly consent in writing, title to the Mortgaged Property demised by any Surface Lease and the leasehold estate created by such Surface Lease shall not merge but shall always remain separate and distinct, notwithstanding union of said estates either in the lessor or in the Agent or subsequent lessee or third party by purchase or otherwise.

(v) No Liability. Notwithstanding anything to the contrary contained herein, this Mortgage shall not constitute an assignment of any Surface Lease within the meaning of any provision thereof prohibiting its assignment and Agent shall have no liability or obligation thereunder by reason of its acceptance of this Mortgage. Agent shall be liable for the obligations of Mortgagor arising under any Surface Lease for only that period of time which Agent is in possession of the Mortgaged Property demised by such Surface Lease or has acquired, by foreclosure or otherwise, and is holding all of Mortgagor's right, title and interest therein.

Section 2.2. Performance on Mortgagor's Behalf. Mortgagor agrees that, if Mortgagor fails to perform any act or to take any action which hereunder Mortgagor is required to perform or take, or to pay any money which hereunder Mortgagor is required to pay, Agent, in Mortgagor's name or its own name, may, but shall not be obligated to, perform or cause to be performed such act or take such action or pay such money, and any expenses so incurred by Agent and any money so paid by Agent shall be a demand obligation owing by Mortgagor to Agent (which obligation Mortgagor hereby expressly promises to pay) and Agent, upon making such payment, shall be subrogated to all of the rights of the person, corporation or body politic receiving such payment. Further, if Mortgagor shall fail to comply with its covenants under any Surface Lease, or upon receipt by Agent from the lessor of any such lease of notice of any default under any such Surface Lease, Agent may rely thereon and take any action necessary to cure such default, even though the existence of such default and the nature thereof be questioned or denied by Mortgagor or by any party on behalf of Mortgagor. Mortgagor hereby expressly grants to Agent and agrees that Agent shall have the absolute and immediate right to enter upon the Mortgaged Property subject to such Surface Lease or any part thereof to the extent and as often as Agent in its sole discretion deems necessary or desirable in order to prevent such default or to cure any such default by Mortgagor. Agent may pay and expend sums of money as Agent in its sole discretion deems necessary for such purpose, and any money so paid by Agent shall be a demand obligation owing by Mortgagor to Agent (which obligation Mortgagor hereby expressly promises to pay) and Agent, upon making such payment, shall be subrogated to all of

the rights of the person, corporation or body politic receiving such payment. Each amount due and owing by Mortgagor to Agent pursuant to this Mortgage shall bear interest each day, from the date of such expenditure or payment until paid, at the Default Rate; all such amounts, together with such interest thereon, shall be a part of the secured indebtedness and shall be secured by this Mortgage.

ARTICLE III.

Assignment of Rents, Accounts, and Proceeds

Section 3.1 Assignment. Mortgagor does hereby absolutely and unconditionally assign, transfer and set over to Agent all rents, issues, profits, revenue, income and other benefits derived from the Mortgaged Properties, or arising from the operation thereof or from any of the Contracts (herein sometimes collectively called the "**Rents**"), together with the immediate and continuing right to collect and receive such Rents. Mortgagor directs and instructs any and all payors of Rents to pay to Agent all of the Rents until such time as such payors have been furnished with evidence that all secured indebtedness has been paid and that this Mortgage has been released. Mortgagor agrees that no payors of Rents shall have any responsibility for the application of any funds paid to Agent.

Section 3.2 Effectuating Payment of Rents to Agent. Independent of the foregoing provisions and authorities herein granted, Mortgagor agrees to execute and deliver any and all instruments that may be requested by Agent or that may be required by any payor of Rents for the purpose of effectuating payment of the Rents to Agent. If under any existing agreements, any Rents are required to be paid by the payor to Mortgagor so that under such existing agreements payment cannot be made of such Rents to Agent, Mortgagor's interest in all Rents under such agreements and in all other Rents which for any reason may be paid to Mortgagor shall, when received by Mortgagor, constitute trust funds in Mortgagor's hands and shall be immediately paid over to Agent.

Without limitation upon any of the foregoing, Mortgagor hereby constitutes and appoints Agent as Mortgagor's special attorney-in-fact (with full power of substitution, either generally or for such periods or purposes as Agent may from time to time prescribe) in the name, place and stead of Mortgagor to do any and every act and exercise any and every power that Mortgagor might or could do or exercise personally with respect to all Rents (the same having been assigned by Mortgagor to Agent pursuant to Section 3.1 hereof). The foregoing appointment includes the right, power and authority to:

(a) Execute and deliver in the name of Mortgagor any and all instruments of every nature that may be requested or required by any party for the purposes of effectuating payment of the Rents to Agent or which Agent may otherwise deem necessary or appropriate to effect the intent and purposes of the assignment contained in Section 3.1; and

(b) If under any agreements any Rents are required to be paid by the payor to Mortgagor so that under such existing agreements payment cannot be made of such Rents to

Agent, to make, execute and enter into such agreements as are necessary to direct Rents to be payable to Agent.

Agent, as attorney-in-fact, is further hereby given and granted full power and authority to do and perform any and every act and thing whatsoever necessary and requisite to be done as fully and to all intents and purposes, as Mortgagor might or could do if personally present; and Mortgagor shall be bound thereby as fully and effectively as if Mortgagor had personally executed, acknowledged and delivered any of the foregoing certificates or documents. The powers and authorities herein conferred upon Agent may be exercised by Agent through any person who, at the time of the execution of the particular instrument, is an officer of Agent. The power of attorney herein conferred is granted for valuable consideration and hence is coupled with an interest and is irrevocable so long as the secured indebtedness, or any part thereof, shall remain unpaid. All persons dealing with Agent or any substitute shall be fully protected in treating the powers and authorities conferred by this paragraph as continuing in full force and effect until advised by Agent that all the secured indebtedness is fully and finally paid. Agent may, but shall not be obligated to, take such action as it deems appropriate in an effort to collect the Rents and any reasonable expenses (including reasonable attorney's fees) so incurred by Agent shall be a demand obligation of Mortgagor and shall be part of the secured indebtedness, and shall bear interest each day, from the date of such expenditure or payment until paid, at the Default Rate.

Section 3.3 Application of Rents. So long as no default has occurred and continues hereunder, the Rents received by Agent during each calendar month shall on the first business day of the next succeeding calendar month (or, at the option of Agent, on any earlier date) be applied by Agent as follows:

FIRST, to the payment of all secured indebtedness then due and payable, in such manner and order as Agent deems advisable;

SECOND, to the prepayment of the remainder of the secured indebtedness in such manner and order and to such extent as shall be provided in the Credit Agreement; and

THIRD, the remainder, if any, of such Rents shall be paid over to Mortgagor or to Mortgagor's order or to such other parties as may be entitled thereto by law.

After a default hereunder has occurred and for so long as it continues, all Rents from time to time in the hands of Agent shall be applied by it toward the payment of all secured indebtedness (principal, interest, attorneys' fees and other fees and expenses) at such times and in such manner and order and to such extent as Agent deems advisable.

Section 3.4 Release From Liability; Indemnification. Agent and its successors and assigns are hereby released and absolved from all liability for failure to enforce collection of the Rents and from all other responsibility in connection therewith, except the responsibility of each to account to Mortgagor for funds actually received by each. Mortgagor agrees to indemnify and hold harmless Agent (for purposes of this paragraph, the term "Agent" shall include the directors, officers, partners, employees and agents of Agent and any persons or entities owned or

controlled by or affiliated with Agent) from and against all claims, demands, liabilities, losses, damages (including consequential damages), causes of action, judgments, penalties, costs and expenses (including reasonable attorneys' fees and expenses) imposed upon, asserted against or incurred or paid by Agent by reason of the assertion that Agent received, either before or after payment in full of the secured indebtedness, funds claimed by third persons (and/or funds in respect of consideration paid in violation of applicable contracts or Laws), and Agent shall have the right to defend against any such claims or actions, employing attorneys of its own selection. In addition, if not furnished with indemnity satisfactory to it, Agent shall have the right to compromise and adjust any such claims, actions and judgments, and in addition to the rights to be indemnified as herein provided, all amounts paid by Agent in compromise, satisfaction or discharge of any such claim, action or judgment, and all court costs, attorneys' fees and other expenses of every character expended by Agent pursuant to the provisions of this section shall be a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to Agent and shall bear interest, from the date expended until paid, at the Default Rate. The foregoing indemnities shall not terminate upon the Release Date (as hereinafter defined) or upon the release, foreclosure or other termination of this Mortgage but will survive the Release Date, foreclosure of this Mortgage or conveyance in lieu of foreclosure, and the repayment of the secured indebtedness and the discharge and release of this Mortgage and the other documents evidencing and/or securing the secured indebtedness. The "Release Date" as used herein shall mean the earlier of the following two dates: (i) the date on which the indebtedness and obligations secured hereby have been paid and performed in full and this Mortgage has been released of record, or (ii) the date on which the Lien of this Mortgage is foreclosed or a deed in lieu of such foreclosure is fully effective and recorded. **WITHOUT LIMITATION IT IS THE INTENTION OF MORTGAGOR AND MORTGAGOR AGREES THAT THE FOREGOING RELEASES AND INDEMNITIES SHALL APPLY TO EACH INDEMNIFIED PARTY WITH RESPECT TO ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES (INCLUDING CONSEQUENTIAL DAMAGES), CAUSES OF ACTION, JUDGMENTS, PENALTIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF THE NEGLIGENCE OF SUCH (AND/OR ANY OTHER) INDEMNIFIED PARTY.** However, such indemnities shall not apply to any particular indemnified party (but shall apply to the other indemnified parties) to the extent the subject of the indemnification is caused by or arises out of the gross negligence or willful misconduct of such particular indemnified party.

Section 3.5 Mortgagor's Absolute Obligation to Pay Secured Indebtedness. Nothing herein contained shall detract from or limit the obligations of Mortgagor to make prompt payment of the secured indebtedness, and any and all other secured indebtedness, at the time and in the manner provided herein, in the Loan Documents and in the agreements evidencing Lender Swap Obligations, regardless of whether the Rents herein assigned are sufficient to pay same, and the rights under this Article III shall be cumulative of all other rights under the Loan Documents and rights under the agreements evidencing Lender Swap Obligations.

Section 3.6 Change of Purchaser. To the extent applicable, and if a default has occurred hereunder and is continuing, should any person now or hereafter purchasing or taking production

related to any Pipeline System fail to make payment promptly to Agent of the related production proceeds, Agent shall, subject to then existing contractual prohibitions, have the right to make, or to require Mortgagor to make, a change of purchaser, and the right to designate or approve the new purchaser, and Agent shall have no liability or responsibility in connection therewith so long as ordinary care is used in making such designation.

ARTICLE IV.

Remedies Upon Default

Section 4.1. Default. The term "default" as used in this Mortgage shall mean the occurrence and continuance of an "Event of Default" as defined in the Credit Agreement:

Section 4.2. Acceleration of Secured Indebtedness. Upon the occurrence of a default, Agent at any time and from time to time may without notice to Mortgagor or any other person declare any or all of the secured indebtedness immediately due and payable and all such secured indebtedness shall thereupon be immediately due and payable, without presentment, demand, protest, notice of protest, declaration or notice of acceleration or intention to accelerate, putting the Mortgagor in default, dishonor, notice of dishonor or any other notice or declaration of any kind, all of which are hereby expressly waived by Mortgagor, and the Liens evidenced hereby shall be subject to foreclosure in any manner provided for herein or provided for by Law as Agent may elect.

Section 4.3. Pre-Foreclosure Remedies. Upon the occurrence of a default, Agent is authorized, prior or subsequent to the institution of any foreclosure proceedings, to the extent allowed by applicable Law, to enter upon the Property, or any part thereof, and to take possession of the Property and all books and records relating thereto, and to exercise without interference from Mortgagor any and all rights which Mortgagor has with respect to the management, possession, operation, protection or preservation of the Property. If necessary to obtain the possession provided for above, Agent may invoke any and all legal remedies to dispossess Mortgagor, including summary proceeding or restraining order. Mortgagor agrees to peacefully surrender possession of the Property upon default if requested. All costs, expenses and liabilities of every character incurred by Agent in managing, operating, maintaining, protecting or preserving the Property shall constitute a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to Agent and shall bear interest from date of expenditure until paid at the rate described in Section 2.2 hereof, all of which shall constitute a portion of the secured indebtedness and shall be secured by this Mortgage and by any other instrument securing the secured indebtedness. In connection with any action taken by Agent pursuant to this Section 4.3, **AGENT SHALL NOT BE LIABLE FOR ANY LOSS SUSTAINED BY MORTGAGOR RESULTING FROM ANY ACT OR OMISSION OF AGENT (INCLUDING AGENT'S OWN NEGLIGENCE) IN MANAGING THE PROPERTY UNLESS SUCH LOSS IS CAUSED BY THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR BAD FAITH OF AGENT**, nor shall Agent be obligated to perform or discharge any obligation, duty or liability of Mortgagor arising under any agreement forming a part of the Property or arising under any Permitted Encumbrance or

otherwise arising. Mortgagor hereby assents to, ratifies and confirms any and all actions of Agent with respect to the Property taken under this Section 4.3. In addition to the remedies set forth above, Agent is authorized to enter upon and take possession of any portion of the Property consisting of a leasehold estate or leased premises in order to exercise to the extent permitted by the terms of the lease, without interference from Mortgagor, any and all rights with respect to the leased premises that Agent has with respect to the Property under this Section, including the right to remedy any default under said Lease and to exercise any other rights it or Mortgagor has under said Lease Agreement as amended.

Section 4.4. Foreclosure.

(a) Upon the occurrence of a default, Agent may:

(i) elect to cause the Property or any part thereof to be sold under the power of sale herein granted in any manner permitted by applicable law. Without limiting the foregoing to the extent permitted by applicable law:

(A) In connection with any sale or sales hereunder, Agent may elect to treat any of the Mortgaged Property which consists of a right in action or which is property that can be severed from the real property covered hereby or any improvements thereon without causing structural damage thereto as if the same were personal property, and dispose of the same in accordance with applicable law, separate and apart from the sale of real property. Any sale of any personal property hereunder shall be conducted in any manner permitted by Section 9-601 of the Uniform Commercial Code or any other applicable section of the Uniform Commercial Code. Where the Property consists of real and personal property or fixtures, whether or not such personal property is located on or within the real property, Agent may elect in its discretion to exercise its rights and remedies against any or all of the real property, personal property, and fixtures in such order and manner as is now or hereafter permitted by applicable law;

(B) Without limiting the generality of the foregoing, Agent may, in its sole and absolute discretion and without regard to the adequacy of its security, elect to proceed against any or all of the real property, personal property and fixtures in any manner permitted Section 9-604(a) of the Uniform Commercial Code; and if Agent elects to proceed in the manner permitted under Section 9-604(a)(2) of the Uniform Commercial Code, the power of sale herein granted shall be exercisable with respect to all or any of the real property, personal property and fixtures covered hereby, as designated by Agent, and Agent is hereby authorized and empowered to conduct any such sale of any real property, personal property and fixtures in accordance with the procedures applicable to real property;

(C) Should Agent elect to sell any portion of the Property which is real property or which is personal property or fixtures that Agent has elected under Section 9-604(a)(2) of the Uniform Commercial Code to sell together with real property in accordance with the laws governing a sale of real property, Agent shall give such notice of default and election to sell as may then be required by law. Thereafter, upon the

expiration of such time and the giving of such notice of sale as may then be required by law, and without the necessity of any demand on Mortgagor, Agent, at the time and place specified in the notice of sale, shall sell said real property or part thereof at public auction to the highest bidder for cash in lawful money of the United States. Agent may from time to time, postpone any sale hereunder by public announcement thereof at the time and place noticed therefor; and

(D) If the Mortgaged Property consists of several lots, parcels or items of property, Agent may: (A) designate the order in which such lots, parcels or items shall be offered for sale or sold, or (B) elect to sell such lots, parcels or items through a single sale, or through two (2) or more successive sales, or in any other manner Agent deems in its best interest;

(ii) foreclose this Mortgage by judicial action;

(iii) sell the Property, or any part thereof, pursuant to the power of sale granted to Agent under this Mortgage, either as an entirety or in parcels as Agent may elect, at such place or places and otherwise in the manner and upon such notice as may be required by law or, in the absence of any such requirements, as Agent may deem appropriate; or

(iv) foreclose this Mortgage in any other manner permitted under applicable law.

If Agent shall have given notice of sale hereunder, any successor or substitute to Agent thereafter appointed may complete the sale and the conveyance of the property pursuant thereto as if such notice had been given by the successor or substitute to Agent conducting the sale.

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW AGENT TO TAKE THE MORTGAGED PROPERTIES AND SELL THEM WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY MORTGAGOR UNDER THIS MORTGAGE.

(b) Upon the occurrence of a default, Agent may exercise its rights of enforcement with respect to the Collateral under the Uniform Commercial Code of the State of Wyoming, or any other applicable statute in force in any state to the extent the same is applicable law. Cumulative of the foregoing and the other provisions of this Section 4.4:

(i) To the extent permitted by law, Agent may enter upon the Mortgaged Properties or otherwise upon Mortgagor's premises to take possession of, assemble and collect the Collateral or to render it unusable; and

(ii) Agent may require Mortgagor to assemble the Collateral and make it available at a place Agent designates which is mutually convenient to allow Agent to take possession or dispose of the Collateral; and

(iii) written notice mailed to Mortgagor as provided herein at least ten (10) days prior to the date of public sale of the Collateral or prior to the date after which private sale of the Collateral will be made shall constitute reasonable notice; and

(iv) in the event of a foreclosure of the Liens, privileges and/or security interests evidenced hereby, the Collateral, or any part thereof, and the Mortgaged Properties, or any part thereof, may, at the option of Agent, be sold, as a whole or in parts, together or separately (including where a portion of the Mortgaged Properties is sold, the Collateral related thereto may be sold in connection therewith); and

(v) the expenses of sale provided for in clause FIRST of Section 4.6 shall include the reasonable expenses of retaking the Collateral, or any part thereof, holding the same and preparing the same for sale or other disposition; and

(vi) should, under this subsection, the Collateral be disposed of other than by sale, any proceeds of such disposition shall be treated under Section 4.6 as if the same were sales proceeds.

(c) To the extent permitted by applicable law, the sale hereunder of less than the whole of the Property shall not exhaust the powers of sale herein granted or the right to judicial foreclosure, and successive sale or sales may be made until the whole of the Property shall be sold and, if the proceeds of such sale of less than the whole of the Property shall be less than the aggregate of the indebtedness secured hereby and the expense of conducting such sale, this Mortgage and the liens and security interests hereof shall remain in full force and effect as to the unsold portion of the Property just as though no sale had been made; provided, however, that Mortgagor shall never have any right to require the sale of less than the whole of the Property. In the event any sale hereunder is not completed or is defective in the opinion of Agent, such sale shall not exhaust the powers of sale hereunder or the right to judicial foreclosure, and Agent shall have the right to cause a subsequent sale or sales to be made. Any sale may be adjourned by announcement at the time and place appointed for such sale without further notice except as may be required by law. The Agent or its successor or substitute, acting under power of sale, may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by it (including the posting of notices and the conduct of sale), and such appointment need not be in writing or recorded. Any and all statements of fact or other recitals made in any deed or deeds, or other instruments of transfer, given in connection with a sale as to nonpayment of the secured indebtedness or as to the occurrence of any default, or as to all of the secured indebtedness having been declared to be due and payable, or as to the request to sell, or as to notice of time, place and terms of sale and the properties to be sold having been duly given, or as to any other act or thing having been duly done, shall be taken as prima facie evidence of the truth of the facts so stated and recited. Notwithstanding any reference herein to the Credits, the Credit Agreement, any other Loan Document or any agreement evidencing Lender Swap Obligations, all persons dealing with the Mortgaged Properties shall be entitled to rely on any document, or certificate, of Agent as to the occurrence of an event, such as an Event of Default, and shall not be charged with or forced to review any provision of any other document to determine the accuracy thereof. With respect to any sale held in foreclosure of the Liens,

privileges and/or security interests evidenced hereby, it shall not be necessary for Agent, any public officer acting under execution or order of the court or any other party to have physically present or constructively in his/her or its possession, either at the time of or prior to such sale, the Property or any part thereof.

Section 4.5. Receiver. In addition to all other remedies herein provided for, Mortgagor agrees that, upon the occurrence of a default, Agent shall as a matter of right be entitled to the appointment of a receiver or receivers [by *ex parte* application, without notice to Mortgagor.] for all or any part of the Property, whether such receivership be incident to a proposed sale (or sales) of such property or otherwise, and without regard to the value of the Property or the solvency of any person or persons liable for the payment of the indebtedness secured hereby, and Mortgagor does hereby consent to the appointment of such receiver or receivers, waives any and all defenses to such appointment, and agrees not to oppose any application therefor by Agent, and agrees that such appointment shall in no manner impair, prejudice or otherwise affect the rights of Agent under Article III hereof. Mortgagor expressly waives notice of a hearing for appointment of a receiver and the necessity for bond or an accounting by the receiver. Any receiver shall have all powers conferred by the court appointing such receiver, which powers shall, to the extent not prohibited by applicable law, include the right to enter upon and take immediate possession of the Property or any part thereof, to exclude Mortgagor therefrom, to hold, use, operate, manage and control the Property, to make all such repairs, replacements, alterations, additions and improvements to the same as such receiver or Agent may deem proper or expedient, to lease, sell or otherwise transfer the Property or any portion thereof as such receiver or Agent may deem proper or expedient, and to demand and collect all of the other earnings, rents, issues, profits, proceeds and other sums due or to become due with respect to the property. Nothing herein is to be construed to deprive Agent or any Lender of any other right, remedy or privilege it may now or hereafter have under the law to have a receiver appointed. Any money advanced by Agent in connection with any such receivership shall be a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to Agent and shall bear interest, from the date of making such advancement by Agent until paid, at the rate described in Section 2.2 hereof.

Section 4.6. Proceeds of Foreclosure. The proceeds of any sale held in foreclosure of the Liens, privileges, and/or security interests evidenced hereby shall be applied as required by applicable law, or in the absence of any such requirement, as follows:

FIRST, to the payment of all necessary costs and expenses incident to such foreclosure sale, including all court costs and charges of every character in the event foreclosed by suit; and

SECOND, to the payment of the secured indebtedness (including the principal, interest and attorneys' fees due and unpaid on the secured indebtedness and the amounts due and unpaid and owed under this Mortgage) in such manner and order as Agent may elect; and

THIRD, the remainder, if any there shall be, shall be paid to Mortgagor, or to Mortgagor's representatives, successors or assigns, or such other persons as may be entitled thereto by law.

Section 4.7. L/C Issuer and Lender as Purchaser. L/C Issuer and any party constituting a Lender under the Credit Agreement shall have the right to become the purchaser at any sale held in foreclosure of the Liens, privileges and/or security interests evidenced hereby, and any party constituting a Lender which is purchasing at any such sale shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the secured indebtedness owing to such party, or if such party holds less than all of such indebtedness, the pro rata part thereof owing to such party, accounting to Agent, L/C Issuer or any Lender, if such party is not joining in such bid in cash for the portion of such bid or bids apportionable to such non-bidding L/C Issuer, Lender or Lenders. Agent shall have the right to bid for and become the purchaser at any sale held in foreclosure of the Liens, privileges, and/or security interests evidenced hereby and shall be entitled to apply all or any part of the indebtedness as credit to the purchase price to the extent permitted by applicable law.

Section 4.8. Foreclosure as to Matured Debt. Upon the occurrence of a default, Agent shall have the right to proceed with foreclosure of the Liens, privileges, and/or security interests evidenced hereby without declaring the entire secured indebtedness due, and in such event, any such foreclosure sale may be made subject to the unmatured part of the secured indebtedness and shall not in any manner affect the unmatured part of the secured indebtedness, but as to such unmatured part, this Mortgage shall remain in full force and effect just as though no sale had been made. The proceeds of such sale shall be applied as provided in Section 4.6 except that the amount paid under clause SECOND thereof shall be only the matured portion of the secured indebtedness. Several sales may be made hereunder without exhausting the right of sale for any unmatured part of the secured indebtedness.

Section 4.9. Remedies Cumulative. All remedies herein provided for are cumulative of each other and of all other remedies existing at Law or in equity and are cumulative of any and all other remedies provided for in any other Loan Document or any agreement evidencing Lender Swap Obligations, and, in addition to the remedies herein provided, there shall continue to be available all such other remedies as may now or hereafter exist at law or in equity for the collection of the secured indebtedness and the enforcement of the covenants herein and the foreclosure of the Liens, privileges and/or security interests evidenced hereby, and the resort to any remedy provided for hereunder or under any such other Loan Document, under any agreement evidencing Lender Swap Obligations or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

Section 4.10. Discretion as to Security. Agent may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of the secured indebtedness, in whole or in part, and in such portions and in such order as may seem best to Agent in its sole and uncontrolled discretion, and any such action shall not in any way be considered as a waiver of any of the rights, benefits, liens or security interests evidenced by this Mortgage.

Section 4.11. Mortgagor's Waiver of Certain Rights. To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any Law now or hereafter in force providing for any appraisement, valuation, stay, extension or redemption, and Mortgagor, for Mortgagor, Mortgagor's representatives, successors and assigns, and for any and all persons ever claiming any interest in the Property, to the extent permitted by applicable Law, hereby waives and releases all rights of appraisement, valuation, stay of execution, redemption, notice of intention to mature or declare due the whole of the secured indebtedness, notice of election to mature or declare due the whole of the secured indebtedness and all rights to a marshaling of assets of Mortgagor, including the Property, or to a sale in inverse order of alienation in the event of foreclosure of the Liens, privileges and/or security interests hereby created. Mortgagor shall not have or assert any right under any statute or rule of law pertaining to the marshaling of assets, sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents, or other matters whatever to defeat, reduce or affect the right under the terms of this Mortgage to a sale of the Property for the collection of the secured indebtedness without any prior or different resort for collection, or the right under the terms of this Mortgage to the payment of the secured indebtedness out of the proceeds of sale of the Property in preference to every other claimant whatever. In particular, but without limitation of the foregoing, to the fullest extent that Mortgagor may do so, Mortgagor waives (i) the benefit of all Laws now existing or that hereafter may be enacted limiting the amount of indebtedness that can be collected, either before or after foreclosure, by court action or by power of sale, in relation to the value of the property described herein; and (ii) the benefit of all laws that may be hereafter enacted in any way limiting the time for commencement of an action for deficiency judgment or any other action for the collection of indebtedness by reference to the time of exercise of the power of sale or any other remedy available hereunder, or extending the time for enforcing collection of the indebtedness or creating or extending a period of redemption from any sale made in collecting the indebtedness. Mortgagor acknowledges and agrees that the property described herein may be part of collateral located in more than one state, and therefor Mortgagor waives and relinquishes any and all rights it may have, whether at law or equity, to require Agent to proceed to enforce or exercise any rights, powers and remedies they may have under the Loan Documents in any particular manner, in any particular order, or in any particular state or other jurisdiction. Mortgagor further agrees that any particular proceeding, including without limitation foreclosure through court action (in a state or federal court) or power of sale, may be brought and prosecuted in any one or more states as to all or any part of the collateral, wherever located, without regard to the fact that any one or more prior or contemporaneous proceedings have been commenced elsewhere with respect to the fact that any one or more prior or contemporaneous proceedings have been commenced elsewhere with respect to the same or any other part of the collateral. If any law referred to in this section and now in force, of which Mortgagor or Mortgagor's representatives, successors or assigns or any other persons claiming any interest in the Mortgaged Properties or the Collateral might take advantage despite this section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this section.

Section 4.12. Mortgagor as Tenant Post-Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale Mortgagor or Mortgagor's representatives, successors

or assigns or any other persons claiming any interest in the Property by, through or under Mortgagor are occupying or using the 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 landlord or tenant, 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 property (such as an action for forcible entry and detainer) in any court having jurisdiction.

Section 4.13. Alternate Remedies. In the event a foreclosure hereunder as to the Mortgaged Properties, or any part thereof, shall be commenced by the Agent, or its substitute or successor, pursuant to the power of sale granted hereunder, Agent may at any time before the sale of such properties abandon the sale, and may then institute suit for the judicial foreclosure of this Mortgage as to such properties. It is agreed that if Agent should institute a suit for the judicial foreclosure of this Mortgage, Agent may at any time before the entry of a final judgment in said suit dismiss the same, in which case, Agent, its substitute or successor, may sell the Mortgaged Properties, or any part thereof, pursuant to the power of sale in accordance with the provisions of this Mortgage and applicable law. NOTWITHSTANDING ANY PROVISION OF THIS MORTGAGE TO THE CONTRARY, AS TO PROPERTIES LOCATED IN THE STATE OF WYOMING, THERE IS NOT TO BE CREATED IN FAVOR OF ANY THIRD PARTY ANY RIGHT OF REDEMPTION.

Section 4.14. Federal and Tribal Transfers. Upon a sale conducted pursuant to this Article IV of all or any portion of the Mortgaged Property 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 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), Mortgagor 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 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. Mortgagor hereby irrevocably appoints Agent as Mortgagor's attorney-in-fact and proxy, with full power and authority in the place and stead of Mortgagor, in the name of Mortgagor or otherwise, to take any such action and to execute any such instruments on behalf of Mortgagor that Agent may deem necessary or advisable to so transfer the Federal and Tribal Interests, including 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 Agent in connection therewith; and Mortgagor 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 Mortgagor and shall be irrevocable. No such action by Agent shall constitute acknowledgment of, or assumption of liabilities relating to, the Federal and Tribal Interests, and neither Mortgagor nor any other party may claim that Agent is bound, directly or indirectly, by any such action.

Section 4.15. Limitation on Rights and Waivers. All rights, powers and remedies herein conferred shall be exercisable by Agent 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 V.

Miscellaneous

Section 5.1. Scope of Mortgage. This Mortgage is a mortgage of both real and personal property, a security agreement, a financing statement and an assignment, and also covers proceeds and fixtures and all rights as set out herein.

Section 5.2. Effective as a Financing Statement. This Mortgage, among other things, covers goods which are or are to become fixtures related to the real property described herein, and this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all goods which are or are to become fixtures with respect to the Mortgaged Properties. This Mortgage is to be filed for record in the real property records of each county where any part of the Mortgaged Properties is situated, and may also be filed in the offices of the Bureau of Land Management, the General Land Office or the Minerals Management Service or any relevant state agency (or any successor agencies). The information provided in this Section 5.2 is provided so that this Mortgage shall comply with the requirements of the UCC for a mortgage instrument to be filed as a financing statement. Mortgagor is the "debtor" and its name and mailing address are set forth on the signature page hereto and below. Agent is the "secured party" and its name and mailing address from which information concerning the security interest granted herein may be obtained are set forth in the preamble of this Mortgage immediately preceding Article I and below. A statement describing the portion of the Mortgaged Properties comprising the fixtures hereby secured is set forth in Section 1.1 and Section 1.2 of this Mortgage. Mortgagor represents and warrants to Agent that Mortgagor is the record owner of the Mortgaged Properties and the organizational identification number of Mortgagor is set forth on the cover page hereto. Nothing contained in this paragraph shall be construed to limit the scope of this Mortgage nor its effectiveness as a financing statement covering any type of Property.

Section 5.3. Reproduction of Mortgage as Financing Statement; Authorization to File. Without limiting any other provision herein, Mortgagor hereby authorizes Agent to file, in any filing or recording office, one or more financing statements and any renewal or continuation statements thereof, describing the Collateral without the signature of the Mortgagor, including a financing statement covering "all assets of Mortgagor, all proceeds therefrom and all rights and privileges with respect thereto."

Section 5.4. Notice to Account Debtors. In addition to, but without limitation of, the rights granted in Article III hereof, Agent may, at any time after a default has occurred that is continuing, notify the account debtors or obligors of any accounts, chattel paper, negotiable instruments or other evidence of indebtedness included in the Collateral to pay Agent directly.

Section 5.5. Waivers. Agent may at any time and from time to time in writing waive compliance by Mortgagor with any covenant herein made by Mortgagor to the extent and in the manner specified in such writing, or consent to Mortgagor's doing any act which hereunder Mortgagor is prohibited from doing, or to Mortgagor's failing to do any act which hereunder Mortgagor is required to do, to the extent and in the manner specified in such writing, or release any part of the Property or any interest therein from the Lien, privilege and security interest of this Mortgage (and/or terminate the assignment provided for in Article III). Any party liable, either directly or indirectly, for the secured indebtedness or for any covenant herein or in any other Loan Document or in any agreement evidencing Lender Swap Obligations may be released from all or any part of such obligations without impairing or releasing the liability of any other party. No such act shall in any way impair any rights or powers hereunder except to the extent specifically agreed to in such writing.

Section 5.6. No Impairment of Security. To the extent allowed by Law, the Lien, privilege security interest and other security rights hereunder shall not be impaired by any indulgence, moratorium or release which may be granted including any renewal, extension or modification which may be granted with respect to any secured indebtedness, or any surrender, compromise, release, renewal, extension, exchange or substitution which may be granted in respect of the Property, or any part thereof or any interest therein, or any release or indulgence granted to any endorser, guarantor or surety of any secured indebtedness.

Section 5.7. Acts Not Constituting Waiver. Any default may be waived without waiving any other prior or subsequent default. Any default may be remedied without waiving the default remedied. Neither failure to exercise, nor delay in exercising, any right, power or remedy upon any default shall be construed as a waiver of such default or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise of any right, power or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right, power or remedy hereunder may be exercised at any time and from time to time. No modification or waiver of any provision hereof nor consent to any departure by Mortgagor therefrom shall in any event be effective unless the same shall be in writing and signed by Agent and then such waiver or consent shall be effective only in the specific instances, for the purpose for which given and to the extent therein specified. No notice to nor demand on Mortgagor in any case shall of itself entitle Mortgagor to any other or further notice or demand in similar or other circumstances. Acceptance of any payment in an amount less than the amount then due on any secured indebtedness shall be deemed an acceptance on account only and shall not in any way excuse the existence of a default hereunder.

Section 5.8. Mortgagor's Successors. In the event the ownership of the Property or any part thereof becomes vested in a person other than Mortgagor, then, without notice to Mortgagor, such successor or successors in interest may be dealt with, with reference to this Mortgage and to

the indebtedness secured hereby, in the same manner as with Mortgagor, without in any way vitiating or discharging Mortgagor's liability hereunder or for the payment of the indebtedness or performance of the obligations secured hereby. No transfer of the Property, no forbearance, and no extension of the time for the payment of the indebtedness secured hereby, shall operate to release, discharge, modify, change or affect, in whole or in part, the liability of Mortgagor hereunder or for the payment of the indebtedness or performance of the obligations secured hereby or the liability of any other person hereunder or for the payment of the indebtedness secured hereby.

Section 5.9. Place of Payment. All secured indebtedness which may be owing hereunder at any time by Mortgagor shall be payable at the place designated in the Credit Agreement (or if no such designation is made, at the address of Agent indicated at the end of this Mortgage). or at such other place as Agent may designate in writing.

Section 5.10. Subrogation to Existing Liens. To the extent that proceeds of the secured indebtedness are used to pay indebtedness secured by any outstanding Lien, privilege, security interest, charge or prior encumbrance against the Property, such proceeds have been advanced at Mortgagor's request, and the party or parties advancing the same shall be subrogated to any and all rights, security interests and Liens owned by any owner or holder of such outstanding Liens, privileges, security interests, charges or encumbrances, irrespective of whether said Liens, privileges, security interests, charges or encumbrances are released, and it is expressly understood that, in consideration of the payment of such indebtedness, 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 5.11. Application of Payments to Certain Indebtedness. If any part of the secured indebtedness cannot be lawfully secured by this Mortgage or if any part of the Property cannot be lawfully subject to the Lien, privilege, and security interest hereof to the full extent of such indebtedness, then all payments made shall be applied on said indebtedness first in discharge of that portion thereof which is not secured by this Mortgage.

Section 5.12. Compliance With Usury Laws. It is the intent of Mortgagor, Agent and all other parties to the Loan Documents and the agreements evidencing Lender Swap Obligations to contract in strict compliance with applicable usury law from time to time in effect. In furtherance thereof, it is stipulated and agreed that none of the terms and provisions contained herein or in the other Loan Documents and the agreements evidencing Lender Swap Obligations shall ever be construed to create a contract to pay, for the use, forbearance or detention of money, interest in excess of the maximum amount of interest permitted to be collected, charged, taken, reserved, or received by applicable Law from time to time in effect.

Section 5.13. [Intentionally Omitted].

Section 5.14. Notices. All notices, requests, consents, demands and other communications required or permitted hereunder shall be given as provided in the Credit

Agreement, and, as to the Agent, shall be delivered at the address of the Agent specified at the end of this Mortgage (unless changed by similar notice in writing given by the Agent).

Section 5.15. Invalidity of Certain Provisions. A determination that any provision of this Mortgage is unenforceable or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this Mortgage to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

Section 5.16. Interpretive Provisions. With reference to this Mortgage, unless otherwise specified herein, the definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document (including any Organization Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (ii) any reference herein to any Person shall be construed to include such Person's successors and assigns, (iii) the words "herein," "hereof" and "hereunder," and words of similar import when used in the Mortgage, shall be construed to refer to this Mortgage in its entirety and not to any particular provision thereof, (iv) all references in this Mortgage to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Mortgage, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, real or personal. In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including;" the words "to" and "until" each mean "to but excluding;" and the word "through" means "to and including." Section headings herein are included for convenience of reference only and shall not affect the interpretation of this Mortgage. Unless otherwise stated, all references in this Agreement to dollar amounts or "\$" shall be deemed to be references to lawful money of the United States.

Section 5.17. Recording. Mortgagor will cause this Mortgage and all amendments and supplements thereto and substitutions therefor and all financing statements and continuation statements relating thereto to be recorded, filed, re-recorded and refiled in such manner and in such places as the Agent shall reasonably request and will pay all such recording, filing, re-recording and refiling taxes, fees and other charges.

Section 5.18. Reporting Compliance. Mortgagor agrees to comply with any and all reporting requirements applicable to the transaction evidenced by the secured indebtedness and

secured by this Mortgage which are set forth in any law, statute, ordinance, rule, regulation, order or determination of any governmental authority, and further agrees upon request of Agent to furnish Agent with evidence of such compliance.

Section 5.19. Certain Consents. Except where otherwise expressly provided herein, in any instance hereunder where the approval, consent or the exercise of judgment of Agent is required, the granting or denial of such approval or consent and the exercise of such judgment shall be within the sole discretion of Agent, and Agent shall not, for any reason or to any extent, be required to grant such approval or consent or exercise such judgment in any particular manner, regardless of the reasonableness of either the request or Agent's judgment.

Section 5.20. Certain Obligations of Mortgagor. Without limiting Mortgagor's obligations hereunder, Mortgagor's liability hereunder and the indebtedness secured hereby shall extend to and include all post petition interest, expenses, and other duties and liabilities with respect to Mortgagor's obligations hereunder which would be owed but for the fact that the same may be unenforceable due to the existence of a bankruptcy, reorganization or similar proceeding.

Section 5.21. Authority of Agent. The persons constituting Lenders may, by agreement among them, provide for and regulate the exercise of rights and remedies hereunder, but, unless and until modified to the contrary in writing signed by all such persons and recorded in the same counties as this Mortgage is recorded, (i) all persons other than Mortgagor and its affiliates shall be entitled to rely on the releases, waivers, consents, approvals, notifications and other acts (including, without limitation, the bidding in of all or any part of the secured indebtedness held by any one or more Lenders, whether the same be conducted under the provisions hereof or otherwise) of Agent, without inquiry into any such agreements or the existence of required consent or approval of any persons constituting Lender and without the joinder of any party other than Agent in such releases, waivers, consents, approvals, notifications or other acts and (ii) all notices, requests, consents, demands and other communications required or permitted to be given hereunder to any Lender may be given to Agent.

Section 5.22. Counterparts. This Mortgage may be executed in several counterparts, all of which are identical, except that, to facilitate recordation, certain counterparts hereof may include only that portion of Exhibit A which contains descriptions of properties located in (or otherwise subject to the recording or filing requirements and/or protections of the recording or filing acts or regulations of) the recording jurisdiction in which the particular counterpart is to be recorded, and other portions of Exhibit A shall be included in such counterparts by reference only. All of such counterparts together shall constitute one and the same instrument.

Section 5.23. Successors and Assigns. The terms, provisions, covenants, representations, indemnifications and conditions hereof shall be binding upon Mortgagor, and the successors and assigns of Mortgagor, and shall inure to the benefit of Agent and each other Lender and their respective successors and assigns, and shall constitute covenants running with the Mortgaged Properties. Should the agency under which Agent serves be terminated, or otherwise cease to exist, Lenders (including the respective successors and assigns of each person constituting a Lender named herein) shall be deemed to be the successors to Agent. All references in this

Mortgage to Mortgagor, Agent, or any Lender shall be deemed to include all such successors and assigns.

Section 5.24. FINAL AGREEMENT OF THE PARTIES. THE WRITTEN LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 5.25. CHOICE OF LAW. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY AND WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW WITH RESPECT TO EACH PORTION OF THE PROPERTY, THIS MORTGAGE SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF IN WHICH SUCH PORTION OF THE PROPERTY IS LOCATED OR WHICH IS OTHERWISE APPLICABLE TO SUCH PORTION OF THE PROPERTY.

Section 5.26. Reliance on Certificate or Statement of Agent. All third parties may rely upon a certificate or statement of the Agent as to the occurrence of any act or event, including the occurrence of a default hereunder, or the occurrence of an Event of Default under the Credit Agreement.

Section 5.27. No General Partner's Liability. By accepting the Mortgage, Agent agrees, on behalf of L/C Issuers, Lender Counterparties and Lenders and their respective successors and assigns, including any subsequent holder of any Note, that no claim arising against Mortgagor or any Loan Party under any Loan Document shall be asserted against the General Partner and no judgment, order or execution entered in any suit, action or proceeding, whether legal or equitable, on this Mortgage, the Credit Agreement, such Note or any of the other Loan Documents shall be obtained or enforced against the General Partner or its assets for the purpose of obtaining satisfaction and payment of such Note, the Indebtedness evidenced thereby or any claims arising thereunder or under this Mortgage, the Credit Agreement or any other Loan Document, any right to proceed against the General Partner individually or its respective assets being hereby expressly waived, renounced and remitted by Agent, on behalf of L/C Issuers, Lender Counterparties and Lenders and their respective successors and assigns. Nothing in this Section 5.27, however, shall be construed so as to prevent Agent, any L/C Issuer, any Lender Counterparty, any Lender or any other holder of any Note from commencing any action, suit or proceeding with respect to or causing legal papers to be served upon the General Partner for the purpose of (i) obtaining jurisdiction over any Loan Party or (ii) obtaining judgment, order or execution against the General Partner arising out of any fraud or intentional misrepresentation by General Partner in connection with the Loan Documents or of recovery of moneys received by General Partner in violation of the terms of the Credit Agreement.

Section 5.28 Restatement. Reference is made to that certain Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement dated March 1, 2002 from

Mortgagor to U.S. Bank National Association, Agent, as assigned and amended by that certain Assignment of Notes and Liens, Assumption, First Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement and First Amendment to Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement and Partial Release among U.S. Bank National Association, Fleet National Bank, Individually and as Administrative Agent, Mortgagor, Ranch Pipeline LLC and Pacific Energy Group LLC ("PEG") (the "**Prior Mortgage Documents**") (i) which was filed of record as reflected on **Annex I** attached hereto and made a part hereof, and which encumbers those certain tracts of land described or referenced in the instruments described in **Annex I** (such descriptions and references to such tracts being incorporated herein by reference), except those certain tracts of land which were subject to the Prior Mortgage Documents and which have been expressly released prior to the date hereof by a written partial release duly executed, acknowledged, and delivered by the Prior Agent if any (the "**Partial Releases**") and (ii) which secured indebtedness incurred pursuant to that certain Credit Agreement dated as of July 19, 2002 (as heretofore supplemented, amended or modified, the "**Original Credit Agreement**"), among PEG, US Borrower, Bank of America, N.A., successor by merger to Fleet National Bank as Administrative Agent, the Lenders party thereto and the agents party thereto. Pursuant to the Credit Agreement, US Borrower has assumed, as primary obligor, the obligations and liabilities of PEG under the Original Credit Agreement (the "**Existing Indebtedness**"). The Existing Indebtedness is renewed and extended as part of the secured indebtedness hereunder as continuing indebtedness, and nothing herein contained shall be construed to cause or deem any of the Existing Indebtedness to be paid. It is the desire and intention of the parties hereto, in addition to the liens, rights, powers, privileges, superior titles, estates and security interests in the Mortgaged Property created by virtue of this Mortgage, to renew and extend all liens, rights, powers, privileges, superior titles, estates and security interests existing by virtue of the Prior Mortgage Documents and in connection therewith, it is understood and agreed that this Mortgage restates and amends the Prior Mortgage Documents in their entirety. This Mortgage renews and extends all liens, rights, powers, privileges, superior titles, estates and security interests existing by virtue of the Prior Mortgage Documents, but the terms, provisions and conditions of such liens, powers, privileges, superior titles, estates and security interests shall hereafter be governed in all respects by this Mortgage and any amendments or supplements hereto. Notwithstanding the fact that the properties, rights and interests described in and subject to the Prior Mortgage Documents (except those which have been previously released pursuant to a Partial Release, if any) are also subject to the liens, rights, powers, privileges, titles, estates and security interests existing by virtue of this Mortgage, this Mortgage does not, and shall not be construed to, release, discharge, extinguish or diminish, in any way, the liens, rights, powers, privileges, superior titles, estates and security interests existing by virtue of the Prior Mortgage Documents, or the priority thereof.

Section 5.29. Descriptions of Mortgaged Properties. Exhibit B attached hereto contains a description of the lands where certain of the Mortgage Properties are located and is attached hereto to allow for the proper indexing and recording of this Instrument and shall not expand or alter the liens and security interests granted herein.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this instrument is executed by Mortgagor to be effective on the 30th day of September, 2005.

MORTGAGOR:

ROCKY MOUNTAIN PIPELINE SYSTEM LLC

By: Pacific Energy Group LLC, its sole member

By: Pacific Energy Partners, L.P., its sole member

By: Pacific Energy GP, LP its general partner

By: Pacific Energy Management LLC, its general partner

By:


Lynn F. Wood
Vice President

The address of Mortgagor is:

Rocky Mountain Pipeline System LLC
5900 Cherry Avenue
Long Beach, California 90805

The address of Agent is:

Bank of America, N.A.
100 Federal Street
Boston, Massachusetts 02110

This instrument prepared by:

Brian Minyard
Thompson & Knight LLP
1700 Pacific Avenue, Suite 3300
Dallas, Texas 75201

[WY MORTGAGE]

MORTGAGOR ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF BEXAR

§

§

The foregoing instrument was acknowledged before me by Lynn T. Wood, as Vice President of Pacific Energy Management LLC, general partner of Pacific Energy GP, LP, general partner of Pacific Energy Partners, L.P., sole member of Pacific Energy Group LLC, sole member of Rocky Mountain Pipeline System LLC, a Delaware limited liability company, on behalf of such limited liability company this 29 day of September, 2005.

Witness my hand and official seal.

Susan Leahy
NOTARY PUBLIC, State of Texas



Susan Leahy

Residing at: 748 Kirkwood Drive, Dallas, Texas

My commission expires: June 22, 2009

[SEAL]

IN WITNESS WHEREOF, this instrument is executed by Mortgagee to be effective as of the 30th day of September, 2005.

MORTGAGEE:

BANK OF AMERICA, N.A.

By: _____

Name: _____

Title: _____

Michael J. Brochetti
Director

MORTGAGEE ACKNOWLEDGMENT

STATE OF MASSACHUSETTS §

COUNTY OF SUFFOLK §

The foregoing instrument was acknowledged before me by Mike Brochetti, as Director of Bank of America, N.A., a national association, on behalf of such national association this 23 day of September, 2005.

Witness my hand and official seal.


Ellen F. Hickey
NOTARY PUBLIC, State of Massachusetts

ELLEN F. HICKEY
(print name)

Residing at: 100 Federal St., Boston, MA

My commission expires: 9/12/2008

[SEAL]

 ELLEN F. HICKEY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
Sept 12 2008

[WY MORTGAGE]

ANNEX I
(Wyoming)

Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and
Financing Statement dated March 1, 2002, from Rocky Mountain Pipeline System LLC
to U.S. Bank National Association, Agent

WYOMING

Albany County	Document #2002-1836 Recorded 3/19/2002
Carbon County	Document #0898077 Book 1016, Page 73 Recorded 3/19/2002
Converse County	Document #881729 Book 1195, Page 660 Filed 3/21/2002
Fremont County	Document #1228895 Recorded 3/19/2002
Goshen County	Document #839326 Book 633, Page 103 Recorded 3/19/2002
Hot Springs County	Document #442788 Book 94, Page 244 Recorded 3/19/2002
Johnson County	Document #788 Book 288, Page 552 Recorded 3/19/2002
Lincoln County	Document #89776 Book 485, Page 608 Recorded 3/19/2002
Natrona County	Document #0689258 Recorded 3/22/2002
Niobrara County	Document #376748 Book 408, Page 794 Recorded 3/19/2002
Park County	Document #2002-2141 Recorded 3/20/2002

Platte County

Document #540345
Book 363, Page 552
Recorded 3/21/2002

Sublette County

Document #289496
Book 121, Page 237
Recorded 3/19/2002

Sweetwater County

Document #1356449
Book 951, Page 1993
Recorded 3/19/2002

Uinta County

Document #R106654
Book 770, Page 786
Recorded 3/19/2002

Assignment of Notes and Liens, Assumption, First Amendment to Deed of Trust, Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement and First Amendment to Mortgage, Assignment, Security Agreement, Fixture Filing and Financing Statement and Partial Release dated July 26, 2002, between U.S. Bank National Association, (Assignor), Fleet National Bank, Agent, (Assignee), Rocky Mountain Pipeline System LLC (Tranche A Borrower), Ranch Pipeline LLC (Tranche B Borrower) and Pacific Energy Group LLC (Borrower)

WYOMING

Albany County

Document #2002-5352
Filed 8/5/2002

Carbon County

Document #899803
Book 1022, Page 157
Filed 8/5/2002

Converse County

Document #885210
Book 1202, Page 858
Filed 8/2/2002

Fremont County

Document #2002-1233199
Filed 8/14/2002

Goshen County

Document #842233
Book 640, Page 146
Filed 8/2/2002

Hot Springs County	Document #445183 Book 96, Page 405 Filed 8/7/2002
Johnson County	Document #5257 Book 290, Page 536 Filed 8/5/2002
Lincoln County	Document #882973 Book 495, Page 793 Filed 8/2/2002
Natrona County	Document #0697567 Filed 8/2/2002
Niobrara County	Document #378201 Book 410, Page 308 Filed 8/9/2002
Park County	Document #2002-5953 Filed 8/7/2002
Platte County	Document#542680 Book 367, Page 875 Filed 8/2/2002
Sublette County	Document #291970 Book 122, Page 220 Filed 8/5/2002
Sweetwater County	Document #1366400 Book 958, Page 380 Filed 8/5/2002
Uinta County	Document #108604 Book 777, Page 638 Filed 8/6/2002
Deed of Trust, Mortgage, Assignment , Security Agreement, Fixture Filing and Financing Statement dated September 23, 2002, from Anschutz Ranch East Pipeline LLC to First American Title Company of Utah, Trustee, and Fleet National Bank, Agent	
Uinta County, Wyoming	Document #110901 Book 786, Page 775 Recorded 12/20/2002

EXHIBIT A
(Portion Relating to Prior Mortgages)

All lands, properties and interests in lands and properties described in the instruments (the "Prior Mortgage") described in Annex I which were filed of record as reflected on Annex I.

All descriptions contained in Exhibit A to the Prior Mortgages are incorporated in this Exhibit A by reference as provided in Section 5.28 of this Mortgage. Certain descriptions contained in the Exhibit A to the Prior Mortgages are also attached as Exhibit A to this Mortgage in order to comply with requirements of the laws of certain states, but the failure to attach to this Mortgage any other descriptions that are contained in Exhibit A to the Prior Mortgages shall not be construed to exclude such descriptions from this Exhibit A or the scope of such incorporation by reference.

DESCRIPTION OF EXHIBIT A
(Wyoming)

Exhibit A consists of the parts described below. This description of Exhibit A and any index to any part of Exhibit A do not limit the descriptions contained in Exhibit A and are included for reference where only certain pages will be attached to county counterparts. There will not necessarily be descriptions in each Part of Exhibit A for each county.

Exhibit A - Part 1 consisting of schedules reflecting, for the County indicated, the grantor, grantee, contract type, date and recording data for various instruments or documents. Only the pages with descriptions for a county will be attached to that county's counterparts. Directly behind each page of Exhibit A - Part 1 is the Exhibit B description for the documents described on the previous page.

Exhibit A - Part 2 consisting of 448 numbered pages, contains schedules reflecting, for the County indicated, the grantor, grantee, contract type, date and, in some but not all cases, recording data for various instruments or documents. Only the pages with descriptions for a county will be attached to that county's counterparts as further indicated in an index to that part.

Certain of the instruments and documents are listed both on Exhibit A - Part 1 and on Exhibit A - Part 2, and no inconsistency between the descriptions or inaccuracies in either description shall limit the other description.

Exhibit A - Part 3 consists of description of certain leases or lands. Only the pages with descriptions for a county will be attached to that county's counterparts.

EXHIBIT A - PART 1

EXHIBIT A

Series Name	Line Section	Grantor(s)	Grantee(s)	Contract Type	Date	Recording Data
BIG PINEY - LABARGE - GRANGER 6 & 8" - Series 3592 - SUBLETTE COUNTY, WYOMING						
3592	0004	CHAMBERLAIN RUTH A	SERVICE PIPE LINE COMPANY	EASE	7/21/61	DOC 75946 BK 32 PG 125
3592	0005	MCGINNIS ANDERSON L ET AL	SERVICE PIPE LINE COMPANY	EASE	7/21/61	DOC 75947 BK 32 PG 127
3592	0005	IRWIN OLIVE ET VIR	SERVICE PIPE LINE COMPANY	EASE	8/11/61	DOC 76302 BK 32 PG 210
3592	0006	WHITMAN ROY ET AL	SERVICE PIPE LINE COMPANY	EASE	7/21/61	DOC 75945 BK 32 PG 123

Exhibit B

The Right of Way Interest referred to herein affects the following:

Township	Range	Sections
26N	113W	26
28N	113W	20, 21, 28

EXHIBIT A

Series Name	Line Section	Grantor(s)	Grantee(s)	Contract Type	Date	Recording Data
GATHERING SYSTEMS - SUBLETTE COUNTY, WYOMING						
W839	0001	BOARD OF LAND COMMISSIONERS OF THE STATE OF WYOMING	SERVICE PIPE LINE COMPANY	EASE	1/8/68	DOC 102381 BK 25 PG 3
W839	0003	MCNINCH LOIS C ET AL	SERVICE PIPE LINE COMPANY	EASE	2/12/69	DOC 114037 BK 25 PG 493
W839	0005	REES MERRILL C ET AL	SERVICE PIPE LINE COMPANY	EASE	7/28/67	DOC 102031 BK 24 PG 553
W839	0006	FLYING W LAND AND LIVESTOCK COMPANY	SERVICE PIPE LINE COMPANY	EASE	6/25/69	DOC 118985 BK 26 PG 369

Exhibit B

The Right of Way Interest referred to herein affects the following:

Township	Range	Sections
29N	113W	12, 13
30N	112W	19
30N	113W	24, 36

EXHIBIT A - PART 2

Index to Exhibit A - Part 2

This Exhibit A - Part 2 consists of 448 pages. Only the indicated pages will be attached to the county counterparts.

<u>Jurisdiction</u>	<u>Pages</u>
Albany County	10-16, 85
Carbon County	16-36, 84-85, 111-119, 269, 403
Converse County	1, 257-261, 264-269, 358-366
Fremont County	239-248, 403-406
Goshen County	1-2, 343-347
Hot Springs County	149-239, 270-271, 390-403, 407-411
Johnson County	273, 278-300, 323-330, 335-337, 370-383, 387, 390
Lincoln County	85-91, 312, 315-322
Natrona County	91-111, 248-257, 261-265, 271-278, 300-304, 330, 366-371, 383-390, 412-448
Niobrara County	412
Park County	120-149, 269-270, 337-343, 406-407, 410-411
Platte County	2-10, 347-358
Sublette County	304-315, 411-412
Sweetwater County	36-71, 88-89, 119-120, 304, 322-323
Uinta County	68-69, 71-84, 330-335, 412

SERIES NUMBER	LINE NUMBER	COUNTY NAME	STATE ABBREVIATION	GRANTOR NAME	GRANTEE NAME	SIGN DATE	CONTRACT TYPE	CONTRACT CODE	RECORDING INFO	BOOK	PAGE	DOCUM ENT	SECTION CODE	RANGE CODE	TOWNSHIP CODE
3570	0036	NATRONA	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA					06	079	040
3570	0036	NATRONA	WY	SALT CREEK STATION	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA					06	079	040
3570	0036	NATRONA	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA					08	079	040
3570	0036	NATRONA	WY	SALT CREEK STATION	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA					08	079	040
3570	0036	NATRONA	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA					14	079	040
3570	0036	NATRONA	WY	SALT CREEK STATION	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA					14	079	040
3570	0036	NATRONA	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA					15	079	040
3570	0036	NATRONA	WY	SALT CREEK STATION	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA					15	079	040
3570	0036	NATRONA	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA					23	079	040
3570	0036	NATRONA	WY	SALT CREEK STATION	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA					23	079	040
3570	0036	NATRONA	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA					24	079W	040N
3570	0036	NATRONA	WY	SALT CREEK STATION	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA					24	079W	040N
3570	0036	NATRONA	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA					25	080	041
3570	0036	NATRONA	WY	SALT CREEK STATION	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA					25	080	041
3570	0036	NATRONA	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA					30	079	041
3570	0036	NATRONA	WY	SALT CREEK STATION	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA					30	079	041
3570	0036	NATRONA	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA					31	079	041
3570	0036	NATRONA	WY	SALT CREEK STATION	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA					31	079	041
3570	0036	NATRONA	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA					32	079	041
3570	0036	NATRONA	WY	SALT CREEK STATION	SERVICE PIPE LINE COMPANY	30-Jun-58	EASE	NA					32	079	041
3591	0001	SWEETWATER	WY	UNION PACIFIC RAILROAD CO	SERVICE PIPE LINE COMPANY	13-Mar-62	EASE	NA					25	099	019
3591	0001	SWEETWATER	WY	UNION PACIFIC RAILROAD CO	SERVICE PIPE LINE COMPANY	13-Mar-62	EASE	NA					13	099	019
3591	0002	SWEETWATER	WY	U S DEPARTMENT OF THE INTERIOR	SERVICE PIPE LINE COMPANY	24-Nov-61	EASE	NA					24	099	019
3591	0002	SWEETWATER	WY	U S DEPARTMENT OF THE INTERIOR	SERVICE PIPE LINE COMPANY	24-Nov-61	EASE	NA					12	099	019
3591	0003	SWEETWATER	WY	HAY JOHN N JR	SERVICE PIPE LINE COMPANY	26-Apr-62	EASE	BK 296 PG 182					07	098	018
3591	0003	SWEETWATER	WY	ROCK SPRINGS GRAZING ASSOCIATION	SERVICE PIPE LINE COMPANY	26-Apr-62	EASE	BK 296 PG 182					07	098	019
3592	0001	SUBLETTE	WY	BOARD OF COUNTY COMMISSIONERS	SERVICE PIPE LINE COMPANY	07-Feb-61	EASE	NA					00	000	000
3592	0001	SUBLETTE	WY	SUBLETTE COUNTY	SERVICE PIPE LINE COMPANY	07-Feb-61	EASE	NA					00	000	000
3592	0002	SUBLETTE	WY	DEPARTMENT OF INTERIOR	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA					03	113	028
3592	0002	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA					03	113	028
3592	0002	SUBLETTE	WY	DEPARTMENT OF INTERIOR	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA					04	113	028

SERIES NUMBER	LINE NUMBER	COUNTY NAME	STATE ABBREVIATION	GRANTOR NAME	GRANTEE NAME	SIGN DATE	CONTRACT TYPE CODE	RECORDING INFO TEXT	BOOK PAGE	DOCUM ENT	SECTION CODE	RANGE CODE	TOWNSHIP CODE
3592	0002	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA			04	113	028
3592	0002	SUBLETTE	WY	DEPARTMENT OF INTERIOR	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA			08	113	028
3592	0002	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA			08	113	028
3592	0002	SUBLETTE	WY	DEPARTMENT OF INTERIOR	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA			09	113	028
3592	0002	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA			09	113	028
3592	0002	SUBLETTE	WY	DEPARTMENT OF INTERIOR	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA			17	113	028
3592	0002	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA			17	113	028
3592	0002	SUBLETTE	WY	DEPARTMENT OF INTERIOR	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA			36	113W	029N
3592	0002	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA			36	113W	029N
3592	0003	SUBLETTE	WY	COMMISSIONERS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA			13	113	025
3592	0003	SUBLETTE	WY	U S WEST COMMUNICATIONS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA			13	113	025
3592	0003	SUBLETTE	WY	U S WEST COMMUNICATIONS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA			13	113	025
3592	0003	SUBLETTE	WY	BOARD OF LAND	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA			16	113	027
3592	0003	SUBLETTE	WY	COMMISSIONERS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA			16	113	027
3592	0003	SUBLETTE	WY	U S WEST COMMUNICATIONS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA			16	113	027
3592	0003	SUBLETTE	WY	U S WEST COMMUNICATIONS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA			24	112	019
3592	0003	SUBLETTE	WY	BOARD OF LAND	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA			24	112	019
3592	0003	SUBLETTE	WY	COMMISSIONERS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA			25	113	025
3592	0003	SUBLETTE	WY	U S WEST COMMUNICATIONS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA			25	113	025
3592	0003	SUBLETTE	WY	U S WEST COMMUNICATIONS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA			25	113	025
3592	0003	SUBLETTE	WY	BOARD OF LAND	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA			30	111	019
3592	0003	SUBLETTE	WY	COMMISSIONERS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA			30	111	019
3592	0003	SUBLETTE	WY	U S WEST COMMUNICATIONS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA			30	111	019
3592	0003	SUBLETTE	WY	U S WEST COMMUNICATIONS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA			32	111	019
3592	0003	SUBLETTE	WY	BOARD OF LAND	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA			32	111	019
3592	0003	SUBLETTE	WY	COMMISSIONERS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA			36	113	025
3592	0003	SUBLETTE	WY	U S WEST COMMUNICATIONS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA			36	113	025
3592	0003	SUBLETTE	WY	U S WEST COMMUNICATIONS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA			36	113	025
3592	0003	SUBLETTE	WY	BOARD OF LAND	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA			36	113	026
3592	0003	SUBLETTE	WY	COMMISSIONERS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA			36	113	026
3592	0003	SUBLETTE	WY	U S WEST COMMUNICATIONS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA			36	113	026
3592	0003	SUBLETTE	WY	U S WEST COMMUNICATIONS	AMOCO PIPELINE COMPANY	07-Jan-88	EASE	NA			36	113	026

SERIES NUMBER	LINE NUMBER	COUNTY NAME	STATE ABBRE	GRANTOR NAME	GRANTEE NAME	SIGN DATE	CONTRACT TYPE, CODE	RECORDING INFO TEXT	BOOK PAGE	DOCUM ENT	SECTION CODE	RANGE CODE	TOWNSHIP CODE
3592	0003	SUBLETTE	WY	BOARD OF LAND COMMIS		20-Apr-93	LTTR	NA			13	113	025
3592	0003	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA			13	113	025
3592	0003	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		20-Apr-93	LTTR	NA			13	113	025
3592	0003	SUBLETTE	WY	BOARD OF LAND COMMIS		20-Apr-93	LTTR	NA			16	113	027
3592	0003	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA			16	113	027
3592	0003	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		20-Apr-93	LTTR	NA			16	113	027
3592	0003	SUBLETTE	WY	BOARD OF LAND COMMIS		20-Apr-93	LTTR	NA			24	112	019
3592	0003	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA			24	112	019
3592	0003	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		20-Apr-93	LTTR	NA			24	112	019
3592	0003	SUBLETTE	WY	BOARD OF LAND COMMIS		20-Apr-93	LTTR	NA			25	113	025
3592	0003	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA			25	113	025
3592	0003	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		20-Apr-93	LTTR	NA			25	113	025
3592	0003	SUBLETTE	WY	BOARD OF LAND COMMIS		20-Apr-93	LTTR	NA			30	111	019
3592	0003	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA			30	111	019
3592	0003	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		20-Apr-93	LTTR	NA			30	111	019
3592	0003	SUBLETTE	WY	BOARD OF LAND COMMIS		20-Apr-93	LTTR	NA			32	111	019
3592	0003	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA			32	111	019
3592	0003	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		20-Apr-93	LTTR	NA			32	111	019
3592	0003	SUBLETTE	WY	BOARD OF LAND COMMIS		20-Apr-93	LTTR	NA			36	113	025
3592	0003	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA			36	113	025
3592	0003	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		20-Apr-93	LTTR	NA			36	113	025
3592	0003	SUBLETTE	WY	BOARD OF LAND COMMIS		20-Apr-93	LTTR	NA			36	113	026
3592	0003	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA			36	113	026
3592	0003	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		20-Apr-93	LTTR	NA			36	113	026
3592	0004	SUBLETTE	WY	CHAMBERLAIN RUTH A	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75946 BK 32 PG 125			20	113W	028N
3592	0004	SUBLETTE	WY	U S WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75946 BK 32 PG 125			20	113W	028N
3592	0004	SUBLETTE	WY	U. S. WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75946 BK 32 PG 125			20	113W	028N
3592	0004	SUBLETTE	WY	CHAMBERLAIN RUTH A	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75946 BK 32 PG 125			21	113	028
3592	0004	SUBLETTE	WY	U S WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75946 BK 32 PG 125			21	113	028
3592	0004	SUBLETTE	WY	U. S. WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75946 BK 32 PG 125			21	113	028
3592	0004	SUBLETTE	WY	CHAMBERLAIN RUTH A	SERVICE PIPE LINE COMPANY	20-Apr-93	LTTR	NA			20	113W	028N
3592	0004	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA			20	113W	028N
3592	0004	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		20-Apr-93	LTTR	NA			20	113W	028N
3592	0004	SUBLETTE	WY	CHAMBERLAIN RUTH A		20-Apr-93	LTTR	NA			21	113	028
3592	0004	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA			21	113	028
3592	0004	SUBLETTE	WY	U. S. WEST COMMUNICATIONS		20-Apr-93	LTTR	NA			21	113	028
3592	0005	SUBLETTE	WY	MCGINNIS ANDERSON L	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236			21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS DELIA F	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 844 BK 51 PR PG 236			21	113W	028N

SERIES NUMBER	LINE NUMBER	COUNTY NAME	STATE ABBRE	GRANTOR NAME	GRANTEE NAME	SIGN DATE	CONTRACT TYPE CODE	RECORDING INFO TEXT	BOOK	PAGE	DOCUM ENT	SECTION CODE	RANGE CODE	TOWNSHIP CODE
3592	0005	SUBLETTE	WY	MCGINNIS ANDERSON L	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS DELIA F	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS WILLIAM J	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS MAMIE	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	026N
3592	0005	SUBLETTE	WY	YOSE MIRANDA	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	026N
3592	0005	SUBLETTE	WY	YOSE WALTER C	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	026N
3592	0005	SUBLETTE	WY	BUDD LUCILLE A	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	026N
3592	0005	SUBLETTE	WY	BUDD JOHN C	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	026N
3592	0005	SUBLETTE	WY	WARNER CAROLINE M	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS VIOLA	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	026N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	026N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	026N
3592	0005	SUBLETTE	WY	IRWIN OLIVE	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	026N
3592	0005	SUBLETTE	WY	IRWIN MYRON	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	BK 363 944 BK 51 PR PG 236				26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS ANDERSON L		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS DELIA F		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS WILLIAM J		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS MAMIE		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	YOSE MIRANDA		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	YOSE WALTER C		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	BUDD LUCILLE A		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	BUDD JOHN C		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	WARNER CAROLINE M		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS VIOLA		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	IRWIN OLIVE		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	IRWIN MYRON		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS ANDERSON L		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS DELIA F		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS WILLIAM J		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS MAMIE		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	YOSE MIRANDA		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	YOSE WALTER C		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	BUDD LUCILLE A		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	BUDD JOHN C		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	WARNER CAROLINE M		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS VIOLA		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT		01-Aug-95	EASE	NA				26	113W	026N

SERIES NUMBER	LINE NUMBER	COUNTY NAME	STATE ABBRE	GRANTOR NAME	GRANTEE NAME	SIGN DATE	CONTRACT TYPE	RECORDING INFO	BOOK	PAGE	DOCUM ENT	SECTION CODE	RANGE CODE	TOWNSHIP CODE
3592	0005	SUBLETTE	WY	IRWIN OLIVE		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	IRWIN MYRON		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS ANDERSON L		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS DELIA F		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS WILLIAM J		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS MAMIE		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	YOSE MIRANDA		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	YOSE WALTER C		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	BUDD LUCILLE A		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	BUDD JOHN C		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	WARNER CAROLINE M		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS VIOLA		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	IRWIN OLIVE		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	IRWIN MYRON		01-Aug-95	EASE	NA				21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS ANDERSON L		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS DELIA F		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS WILLIAM J		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS MAMIE		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	YOSE MIRANDA		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	YOSE WALTER C		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	BUDD LUCILLE A		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	BUDD JOHN C		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	WARNER CAROLINE M		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS VIOLA		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	IRWIN OLIVE		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	IRWIN MYRON		01-Aug-95	EASE	NA				26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS ANDERSON L	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS DELIA F	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS WILLIAM J	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS MAMIE	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	YOSE MIRANDA	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	YOSE WALTER C	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N

SERIES NUMBER	LINE NUMBER	COUNTY NAME	STATE ABBRE V	GRANTOR NAME	GRANTEE NAME	SIGN DATE	CONTRACT TYPE CODE	RECORDING INFO TEXT	BOOK	PAGE	DOCUM ENT	SECTION CODE	RANGE CODE	TOWNSHIP CODE
3592	0005	SUBLETTE	WY	BUDD LUCILLE A	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	BUDD JOHN C	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	WARNER CAROLINE M	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS VIOLA	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	IRWIN OLIVE	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	IRWIN MYRON	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS ANDERSON L	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS DELIA F	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS WILLIAM J	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS MAMIE	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	YOSE MIRANDA	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	YOSE WALTER C	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	BUDD LUCILLE A	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	028N
3592	0005	SUBLETTE	WY	BUDD JOHN C	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	WARNER CAROLINE M	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS VIOLA	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	IRWIN OLIVE	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	IRWIN MYRON	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS ANDERSON L	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N

SERIES NUMBER	LINE NUMBER	COUNTY NAME	STATE ABBRE	GRANTOR NAME	GRANTEE NAME	SIGN DATE	CONTRACT TYPE CODE	RECORDING INFO TEXT	BOOK	PAGE	DOCUM ENT	SECTION CODE	RANGE CODE	TOWNSHIP CODE
3592	0005	SUBLETTE	WY	MCGINNIS DELIA F	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS WILLIAM J	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS MAMIE	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	YOSE MIRANDA	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	YOSE WALTER C	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	BUDD LUCILLE A	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	BUDD JOHN C	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	WARNER CAROLINE M	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS VIOLA	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	IRWIN OLIVE	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	IRWIN MYRON	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	21	113W	028N
3592	0005	SUBLETTE	WY	MCGINNIS ANDERSON L	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS DELIA F	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS WILLIAM J	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS MAMIE	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	YOSE MIRANDA	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	YOSE WALTER C	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	BUDD LUCILLE A	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	BUDD JOHN C	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	WARNER CAROLINE M	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	MCGINNIS VIOLA	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	210 / 185	76302 / 363762	26	113W	026N

SERIES NUMBER	LINE NUMBER	COUNTY NAME	STATE ABBRE	GRANTOR NAME	GRANTEE NAME	SIGN DATE	CONTRACT TYPE CODE	RECORDING INFO TEXT	BOOK	PAGE	DOCU MENT	SECTION CODE	RANGE CODE	TOWNSHIP CODE
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	IRWIN OLIVE	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	185	76302 / 363762	26	113W	026N
3592	0005	SUBLETTE	WY	IRWIN MYRON	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE		32 / 51	185	76302 / 363762	26	113W	026N
3592	0005A	SUBLETTE	WY	MCGINNIS ANDERSON L	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75947 BK 32 PG 127				21	113	028
3592	0005A	SUBLETTE	WY	MCGINNIS DELIA F	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75947 BK 32 PG 127				21	113	028
3592	0005A	SUBLETTE	WY	MCGINNIS WILLIAM J	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75947 BK 32 PG 127				21	113	028
3592	0005A	SUBLETTE	WY	MCGINNIS MAMIE	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75947 BK 32 PG 127				21	113	028
3592	0005A	SUBLETTE	WY	YOSE MIRANDA	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75947 BK 32 PG 127				21	113	028
3592	0005A	SUBLETTE	WY	YOSE WALTER C	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75947 BK 32 PG 127				21	113	028
3592	0005A	SUBLETTE	WY	MCGINNIS VIOLA	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75947 BK 32 PG 127				21	113	028
3592	0005A	SUBLETTE	WY	BUDD LUCILLE A	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75947 BK 32 PG 127				21	113	028
3592	0005A	SUBLETTE	WY	BUDD JOHN C	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75947 BK 32 PG 127				21	113	028
3592	0005A	SUBLETTE	WY	WARNER CAROLINE M	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75947 BK 32 PG 127				21	113	028
3592	0005B	SUBLETTE	WY	IRWIN OLIVE	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE	DOC 76302 BK 32 OIL AND GAS PG 210				21	113	028
3592	0005B	SUBLETTE	WY	IRWIN MYRON	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE	DOC 76302 BK 32 OIL AND GAS PG 210				21	113	028
3592	0005C	LINCOLN	WY	IRWIN OLIVE	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE	DOC 363762 BK 51 PR PG 185				26	113	026
3592	0005C	LINCOLN	WY	IRWIN MYRON	SERVICE PIPE LINE COMPANY	11-Aug-61	EASE	DOC 363762 BK 51 PR PG 185				26	113	026
3592	0006	SUBLETTE	WY	WHITMAN ROY	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75945 BK 32 OIL AND GAS PG 123				20	113	028
3592	0006	SUBLETTE	WY	WHITMAN EILEENE	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75945 BK 32 OIL AND GAS PG 123				20	113	028
3592	0006	SUBLETTE	WY	U S WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75945 BK 32 OIL AND GAS PG 123				20	113	028
3592	0006	SUBLETTE	WY	U S WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75945 BK 32 OIL AND GAS PG 123				20	113	028
3592	0006	SUBLETTE	WY	WHITMAN ROY	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75945 BK 32 OIL AND GAS PG 123				21	113W	028N
3592	0006	SUBLETTE	WY	WHITMAN EILEENE	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75945 BK 32 OIL AND GAS PG 123				21	113W	028N
3592	0006	SUBLETTE	WY	U S WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75945 BK 32 OIL AND GAS PG 123				21	113W	028N
3592	0006	SUBLETTE	WY	WHITMAN ROY	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75945 BK 32 OIL AND GAS PG 123				21	113W	028N
3592	0006	SUBLETTE	WY	WHITMAN EILEENE	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75945 BK 32 OIL AND GAS PG 123				28	113	028
3592	0006	SUBLETTE	WY	WHITMAN ROY	SERVICE PIPE LINE COMPANY	21-Jul-61	EASE	DOC 75945 BK 32 OIL AND GAS PG 123				28	113	028

SERIES NUMBER	LINE NUMBER	COUNTY NAME	STATE ABBRE V	GRANTOR NAME	SERVICE PIPE LINE COMPANY	GRANTEE NAME	SIGN DATE	CONTRACT TYPE	RECORDING INFO TEXT	BOOK PAGE	DOGM TENT	SECTION CODE	RANGE CODE	TOWNSHIP CODE
3592	0007	SUBLETTE	WY	KENDRICK ELSIE	SERVICE PIPE LINE COMPANY	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA			33	113	028
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA			33	113	028
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS	SERVICE PIPE LINE COMPANY	SERVICE PIPE LINE COMPANY	07-Nov-61	EASE	NA			33	113	028
3592	0007	SUBLETTE	WY	DEPARTMENT OF INTERIOR			30-Sep-82	CPU	NA			04	113	027
3592	0007	SUBLETTE	WY	SPENCER H			30-Sep-82	CPU	NA			04	113	027
3592	0007	SUBLETTE	WY	KENDRICK ELSIE			30-Sep-82	CPU	NA			04	113	027
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS			30-Sep-82	CPU	NA			04	113	027
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS			30-Sep-82	CPU	NA			04	113	027
3592	0007	SUBLETTE	WY	DEPARTMENT OF INTERIOR			30-Sep-82	CPU	NA			05	113	027
3592	0007	SUBLETTE	WY	SPENCER H			30-Sep-82	CPU	NA			05	113	027
3592	0007	SUBLETTE	WY	KENDRICK ELSIE			30-Sep-82	CPU	NA			05	113	027
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS			30-Sep-82	CPU	NA			05	113	027
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS			30-Sep-82	CPU	NA			05	113	027
3592	0007	SUBLETTE	WY	DEPARTMENT OF INTERIOR			30-Sep-82	CPU	NA			08	113	027
3592	0007	SUBLETTE	WY	SPENCER H			30-Sep-82	CPU	NA			08	113	027
3592	0007	SUBLETTE	WY	KENDRICK ELSIE			30-Sep-82	CPU	NA			08	113	027
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS			30-Sep-82	CPU	NA			08	113	027
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS			30-Sep-82	CPU	NA			08	113	027
3592	0007	SUBLETTE	WY	DEPARTMENT OF INTERIOR			30-Sep-82	CPU	NA			09	113	027
3592	0007	SUBLETTE	WY	SPENCER H			30-Sep-82	CPU	NA			09	113	027
3592	0007	SUBLETTE	WY	KENDRICK ELSIE			30-Sep-82	CPU	NA			09	113	027
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS			30-Sep-82	CPU	NA			09	113	027
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS			30-Sep-82	CPU	NA			09	113	027
3592	0007	SUBLETTE	WY	DEPARTMENT OF INTERIOR			30-Sep-82	CPU	NA			08	113	027
3592	0007	SUBLETTE	WY	SPENCER H			30-Sep-82	CPU	NA			08	113	027
3592	0007	SUBLETTE	WY	KENDRICK ELSIE			30-Sep-82	CPU	NA			28	113W	028N
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS			30-Sep-82	CPU	NA			28	113W	028N
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS			30-Sep-82	CPU	NA			28	113W	028N
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS			30-Sep-82	CPU	NA			28	113W	028N
3592	0007	SUBLETTE	WY	DEPARTMENT OF INTERIOR			30-Sep-82	CPU	NA			32	113	028
3592	0007	SUBLETTE	WY	SPENCER H			30-Sep-82	CPU	NA			32	113	028
3592	0007	SUBLETTE	WY	KENDRICK ELSIE			30-Sep-82	CPU	NA			32	113	028
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS			30-Sep-82	CPU	NA			32	113	028
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS			30-Sep-82	CPU	NA			32	113	028
3592	0007	SUBLETTE	WY	DEPARTMENT OF INTERIOR			30-Sep-82	CPU	NA			33	113	028
3592	0007	SUBLETTE	WY	SPENCER H			30-Sep-82	CPU	NA			33	113	028
3592	0007	SUBLETTE	WY	KENDRICK ELSIE			30-Sep-82	CPU	NA			33	113	028
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS			30-Sep-82	CPU	NA			33	113	028
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS			30-Sep-82	CPU	NA			33	113	028
3592	0007	SUBLETTE	WY	DEPARTMENT OF INTERIOR			30-Sep-82	CPU	NA			33	113	028
3592	0007	SUBLETTE	WY	SPENCER H			20-Apr-93	LTTR	NA			04	113	027
3592	0007	SUBLETTE	WY	SPENCER H			20-Apr-93	LTTR	NA			04	113	027
3592	0007	SUBLETTE	WY	KENDRICK ELSIE			20-Apr-93	LTTR	NA			04	113	027
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS			20-Apr-93	LTTR	NA			04	113	027
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS			20-Apr-93	LTTR	NA			04	113	027
3592	0007	SUBLETTE	WY	DEPARTMENT OF INTERIOR			20-Apr-93	LTTR	NA			04	113	027
3592	0007	SUBLETTE	WY	SPENCER H			20-Apr-93	LTTR	NA			05	113	027
3592	0007	SUBLETTE	WY	KENDRICK ELSIE			20-Apr-93	LTTR	NA			05	113	027

SERIES NUMBER	LINE NUMBER	COUNTY NAME	STATE ABBRE	GRANTOR NAME	GRANTEE NAME	SIGN DATE	CONTRACT TYPE CODE	RECORDING INFO TEXT	BOOK	PAGE	DDCUM ENT	SECTION CODE	RANGE CODE	TOWNSHIP CODE
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				05	113	027
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				05	113	027
3592	0007	SUBLETTE	WY	DEPARTMENT OF INTERIOR		20-Apr-93	LTTR	NA				08	113	027
3592	0007	SUBLETTE	WY	SPENCER H		20-Apr-93	LTTR	NA				08	113	027
3592	0007	SUBLETTE	WY	KENDRICK ELSIE		20-Apr-93	LTTR	NA				08	113	027
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				08	113	027
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				08	113	027
3592	0007	SUBLETTE	WY	DEPARTMENT OF INTERIOR		20-Apr-93	LTTR	NA				08	113	027
3592	0007	SUBLETTE	WY	SPENCER H		20-Apr-93	LTTR	NA				09	113	027
3592	0007	SUBLETTE	WY	KENDRICK ELSIE		20-Apr-93	LTTR	NA				09	113	027
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				09	113	027
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				09	113	027
3592	0007	SUBLETTE	WY	DEPARTMENT OF INTERIOR		20-Apr-93	LTTR	NA				09	113	027
3592	0007	SUBLETTE	WY	SPENCER H		20-Apr-93	LTTR	NA				09	113	027
3592	0007	SUBLETTE	WY	KENDRICK ELSIE		20-Apr-93	LTTR	NA				28	113W	028N
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				28	113W	028N
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				28	113W	028N
3592	0007	SUBLETTE	WY	DEPARTMENT OF INTERIOR		20-Apr-93	LTTR	NA				28	113W	028N
3592	0007	SUBLETTE	WY	SPENCER H		20-Apr-93	LTTR	NA				28	113W	028N
3592	0007	SUBLETTE	WY	KENDRICK ELSIE		20-Apr-93	LTTR	NA				32	113	028
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				32	113	028
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				32	113	028
3592	0007	SUBLETTE	WY	DEPARTMENT OF INTERIOR		20-Apr-93	LTTR	NA				32	113	028
3592	0007	SUBLETTE	WY	SPENCER H		20-Apr-93	LTTR	NA				33	113	028
3592	0007	SUBLETTE	WY	KENDRICK ELSIE		20-Apr-93	LTTR	NA				33	113	028
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				33	113	028
3592	0007	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				33	113	028
3592	0007	SUBLETTE	WY	STATE BOARD LAND OF COMMISSIONERS		20-Apr-93	LTTR	NA				33	113	028
3592	0008	SUBLETTE	WY	SERVICE PIPE LINE COMPANY		07-Jan-88	EASE	NA				16	113W	027N
3592	0008	SUBLETTE	WY	SERVICE PIPE LINE COMPANY		07-Jan-88	EASE	NA				16	113W	027N
3592	0008	SUBLETTE	WY	SERVICE PIPE LINE COMPANY		07-Jan-88	EASE	NA				16	113W	027N
3592	0008	SUBLETTE	WY	STATE BOARD LAND OF COMMISSIONERS		20-Apr-93	LTTR	NA				16	113W	027N
3592	0008	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				16	113W	027N
3592	0008	SUBLETTE	WY	U S WEST COMMUNICATIONS		20-Apr-93	LTTR	NA				16	113W	027N
3592	0009	SUBLETTE	WY	DEPARTMENT OF INTERIOR		07-Nov-61	EASE	NA				21	113W	027N
3592	0010	LINCOLN	WY	LINCOLN COUNTY		14-Feb-61	EASE	NA				00	000	000
3592	0011	LINCOLN	WY	DEPARTMENT OF INTERIOR		07-Nov-61	EASE	NA				02	113	026
3592	0011	LINCOLN	WY	U S WEST COMMUNICATIONS		07-Nov-61	EASE	NA				02	113	026
3592	0011	LINCOLN	WY	U S WEST		07-Nov-61	EASE	NA				02	113	026
3592	0011	LINCOLN	WY	DEPARTMENT OF INTERIOR		07-Nov-61	EASE	NA				03	113W	026N
3592	0011	LINCOLN	WY	U S WEST COMMUNICATIONS		07-Nov-61	EASE	NA				03	113W	026N
3592	0011	LINCOLN	WY	U S WEST		07-Nov-61	EASE	NA				03	113W	026N
3592	0011	LINCOLN	WY	DEPARTMENT OF INTERIOR		07-Nov-61	EASE	NA				11	113	026
3592	0011	LINCOLN	WY	U S WEST COMMUNICATIONS		07-Nov-61	EASE	NA				11	113	026
3592	0011	LINCOLN	WY	U S WEST		07-Nov-61	EASE	NA				11	113	026

SERIES NUMBER	LINE NUMBER	COUNTY NAME	STATE ABBR	GRANTOR NAME	GRANTEE NAME	SIGNATURE	DATE	CONTRACT TYPE	DOC CODE	BOOK	PAGE	DOCUM EN	SECTION CODE	RANGE CODE	TOWNSHIP CODE
W462	0007	PARK	WY	BUREAU OF LAND MANAGEMENT	STANOLIND PIPE LINE COMPANY		07-Mar-44	EASE				05		099	047
W462	0007	PARK	WY	BUREAU OF LAND MANAGEMENT	STANOLIND PIPE LINE COMPANY		07-Mar-44	EASE				04		099	047
W462	0007	PARK	WY	CONOCO	STANOLIND PIPE LINE COMPANY		07-Mar-44	EASE				13		100	047
W462	0007	PARK	WY	CONOCO	STANOLIND PIPE LINE COMPANY		07-Mar-44	EASE				12		100	047
W462	0007	PARK	WY	CONOCO	STANOLIND PIPE LINE COMPANY		07-Mar-44	EASE				07		099	047
W462	0007	PARK	WY	CONOCO	STANOLIND PIPE LINE COMPANY		07-Mar-44	EASE				05		099	047
W462	0007	PARK	WY	CONOCO	STANOLIND PIPE LINE COMPANY		07-Mar-44	EASE				04		099	047
W462	0007A	HOT SPRINGS	WY	BUREAU OF LAND MANAGEMENT	STANOLIND PIPE LINE COMPANY		31-Jul-45	EASE				07		099	047
W462	0007A	HOT SPRINGS	WY	LITTLE BUFFALO STATION	STANOLIND PIPE LINE COMPANY		31-Jul-45	EASE				07		099	047
W639	0001	SUBLETTE	WY	BOARD OF LAND COMMISSIONERS	SERVICE PIPE LINE COMPANY		08-Jan-68	EASE				36		113	030
W639	0001	SUBLETTE	WY	STATE OF WYOMING	SERVICE PIPE LINE COMPANY		08-Jan-68	EASE				36		113	030
W639	0002	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY		21-Jul-67	EASE				00		113	029
W639	0002	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY		21-Jul-67	EASE				00		113	030
W639	0002	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY		21-Jul-67	EASE				30		112	030
W639	0003	SUBLETTE	WY	MCNINCH LOIS C	SERVICE PIPE LINE COMPANY		12-Feb-69	EASE				24		113	030
W639	0003	SUBLETTE	WY	MCNINCH E W	SERVICE PIPE LINE COMPANY		12-Feb-69	EASE				19		112	030
W639	0003	SUBLETTE	WY	MCNINCH E W	SERVICE PIPE LINE COMPANY		12-Feb-69	EASE				24		113	030
W639	0003	SUBLETTE	WY	MCNINCH LOIS C	SERVICE PIPE LINE COMPANY		12-Feb-69	EASE				19		112	030
W639	0004	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY		07-Nov-61	EASE				03		113	028
W639	0004	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY		07-Nov-61	EASE				23		113	029
W639	0004	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY		07-Nov-61	EASE				25		113	029
W639	0004	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY		07-Nov-61	EASE				26		113	029
W639	0004	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY		07-Nov-61	EASE				31		112	029
W639	0004	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY		07-Nov-61	EASE				35		113	029
W639	0004	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	SERVICE PIPE LINE COMPANY		07-Nov-61	EASE				36		113	029
W639	0004A	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	AMOCO PIPELINE COMPANY		09-Sep-82	EASE				09		113	027
W639	0004B	SUBLETTE	WY	BUREAU OF LAND MANAGEMENT	AMOCO PIPELINE COMPANY		26-Jan-83	EASE				26		113	029
W639	0005	SUBLETTE	WY	REES EMMA P	SERVICE PIPE LINE COMPANY		28-Jul-67	EASE				12		113	029
W639	0005	SUBLETTE	WY	REES MERRILL C	SERVICE PIPE LINE COMPANY		28-Jul-67	EASE				12		113	029

SERIES NUMBER	LINE NUMBER	COUNTY NAME	STATE ABBREV	GRANTOR NAME	GRANTEE NAME	SIGN DATE	CONTRACT TYPE	RECORDING IN DATE	BOOK PAGE	DOCUM. #	SECTION	RANGE	TOWNSHIP
W639	0006	SUBLETTE	WY	CHRISMAN JOHN N	SERVICE PIPE LINE COMPANY	25-Jun-69	EASE	DOC 119985 BK 26 MISC PG 369			12	113	029
W639	0006	SUBLETTE	WY	CHRISMAN JOHN N	SERVICE PIPE LINE COMPANY	25-Jun-69	EASE	DOC 119985 BK 26 MISC PG 369			13	113	029
W639	0006	SUBLETTE	WY	FLYING W LAND AND LIVESTOCK COMPANY	SERVICE PIPE LINE COMPANY	25-Jun-69	EASE	DOC 119985 BK 26 MISC PG 369			12	113	029
W639	0006	SUBLETTE	WY	FLYING W LAND AND LIVESTOCK COMPANY	SERVICE PIPE LINE COMPANY	25-Jun-69	EASE	DOC 119985 BK 26 MISC PG 369			13	113	029
W641	0001	UINTA	WY	WYOMING STATE HIGHWAY DEPARTMENT	AMOCO PIPELINE COMPANY	21-Oct-80	EASE	NA			02	120	014
W641	0001	UINTA	WY	WYOMING STATE HIGHWAY DEPARTMENT	AMOCO PIPELINE COMPANY	21-Oct-80	EASE	NA			27	120	015
W641	0001	UINTA	WY	WYOMING STATE HIGHWAY DEPARTMENT	AMOCO PIPELINE COMPANY	21-Oct-80	EASE	NA			34	120	015
W641	0001	UINTA	WY	WYOMING STATE HIGHWAY DEPARTMENT	AMOCO PIPELINE COMPANY	21-Oct-80	EASE	NA			35	120	015
W641	0002	UINTA	WY	PERKINS ROMA J	AMOCO PIPELINE COMPANY	19-Jan-81	EASE	DOC 359786 BK 376 PG 417			27	120	015
W641	0002	UINTA	WY	PERKINS RAYMOND G	AMOCO PIPELINE COMPANY	19-Jan-81	EASE	DOC 359786 BK 376 PG 417			27	120	015
W641	0003	UINTA	WY	WYOMING STATE BOARD OF LAND COMMISSIONERS	AMOCO PIPELINE COMPANY	06-Feb-81	EASE	DOC 361024 BK 377 PG 380			02	120	014
W641	0004	UINTA	WY	WYOMING STATE HIGHWAY DEPARTMENT	AMOCO PIPELINE COMPANY	07-Sep-83	EASE	NA			35	120	015
W641	0005	UINTA	WY	SEALE CATHERINE URROZ	AMOCO PIPELINE COMPANY	22-Oct-80	EASE	DOC 357381 BK 375 PG 33			03	120	014
W747	0001	UINTA	WY	ANSCHUTZ LAND AND LIVESTOCK COMPANY	AMOCO PIPELINE COMPANY	05-Dec-84	EASE	DOC R 17396 BK 479 PG 465			03	121	013
W747	0001	UINTA	WY	ANSCHUTZ LAND AND LIVESTOCK COMPANY	AMOCO PIPELINE COMPANY	05-Dec-84	EASE	DOC R 17396 BK 479 PG 465			02	121	013
W747	0002A	UINTA	WY	BARKER DEWAYNE E	AMOCO PIPELINE COMPANY	04-Nov-83	EASE	ENTRY R 11916 BK 460 PG 242			02	121	013
W747	0002A	UINTA	WY	BARKER THELMA	AMOCO PIPELINE COMPANY	04-Nov-83	EASE	ENTRY R 11916 BK 460 PG 242			02	121	013
W748	0001	NIORARA	WY	JOSS ARTHUR	STANDARD OIL COMPANY	16-Dec-71	EASE	BK 260 PG 430			18	066	034
3495	0183	NATRONA	WY	LOGAN FLOYD	STANOLIND PIPE LINE COMPANY	28-May-44	EASE	BK Z OF MISC PG 415			14	069	038
3495	0183	NATRONA	WY	LOGAN BELLE	STANOLIND PIPE LINE COMPANY	28-May-44	EASE	BK Z OF MISC PG 415			14	069	038
3495	0183	NATRONA	WY	CONOCO	STANOLIND PIPE LINE COMPANY	29-May-44	EASE	BK Z OF MISC PG 415			14	069	038
3495	0183	NATRONA	WY	SPRATT R W AND SONS	STANOLIND PIPE LINE COMPANY	29-May-44	EASE	BK Z OF MISC PG 415			14	069	038
3495	0183	NATRONA	WY	SPRATT R W AND SONS	STANOLIND PIPE LINE COMPANY	29-May-44	EASE	BK Z OF MISC PG 415			15	069W	038N
3495	0183	NATRONA	WY	LOGAN FLOYD		30-Sep-88	CPU	12-01-1988, DOCUMENT 454004			14	069	038
3495	0183	NATRONA	WY	SPRATT R W AND SONS		30-Sep-88	CPU	12-01-1988, DOCUMENT 454004			14	069	038
3495	0183	NATRONA	WY	LOGAN FLOYD		30-Sep-88	CPU	12-01-1988, DOCUMENT 454004			15	069W	038N
3495	0183	NATRONA	WY	SPRATT R W AND SONS		30-Sep-88	CPU	12-01-1988, DOCUMENT 454004			15	069W	038N
3495	0183	NATRONA	WY	SPRATT R W AND SONS		30-Sep-88	CPU	12-01-1988, DOCUMENT 454004			15	069W	038N
3495	0183	NATRONA	WY	LOGAN BELLE		29-Oct-89	CPU	BK 144 OF A C AND L PG 107			15	069W	038N
3495	0183	NATRONA	WY	CONOCO		29-Oct-89	CPU	BK 144 OF A C AND L PG 107			15	069W	038N
3495	0183	NATRONA	WY	SPRATT R W AND SONS		29-Oct-89	CPU	BK 144 OF A C AND L PG 107			15	069W	038N
3495	0183	NATRONA	WY	LOGAN BELLE		29-Oct-89	CPU	BK 144 OF A C AND L PG 107			15	069W	038N
3495	0183	NATRONA	WY	LOGAN FLOYD		29-Oct-89	CPU	BK 144 OF A C AND L PG 107			14	069	038
3495	0183	NATRONA	WY	CONOCO		29-Oct-89	CPU	BK 144 OF A C AND L PG 107			14	069	038

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 12th day of September, 2005, by and between

Mary Ruth Nelson, a married woman dealing in her sole and separate property

whose address is

3922 W. Broadwater, Bozeman, MT 59718

hereinafter called Lessor (whether one or more) and

Contex Energy Company

whose address is

1645 Court Place, Suite 212, Denver, CO 80202

hereinafter called Lessee

WITNESSETH, 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

314516

10/14 05 9:00 AM
BOOK 1310+6 112
14.00
by Cynthia G. Thiel

and containing 4.021,91 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 February 17th, 2006 and as long thereafter as oil or gas of whatever 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.

Mary Ruth Nelson, a married woman dealing in her sole and separate property

22 July 1999

517-32-9771

STATE of Montana

ACKNOWLEDGEMENT-INDIVIDUAL

COUNTY of _____

Gallatin

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 19th day of September, 2005,
personally appeared Mary Ruth Nelson, a married woman dealing in her sole and separate property

_____ , 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 S he _____ 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 _____

April 18 2009.

Stasia L. Wiggins
Notary Public
for the State of Montana
Residing at:
Bozeman, Montana
My Commission Expires:
April 13, 2009

Notary Public

Address

STATE OF

ACKNOWLEDGEMENT-INDIVIDUAL

CONFIDENTIAL

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

NOTES

ACKNOWLEDGEMENT-CORPORATE

100% NITRO

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2010 _____
 personally appeared _____

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

M. C. GILLILAND AND J. SPRUE

Notary Public

Address

Attached to and made apart of that certain Oil and Gas Lease dated September 12th, 2005, by and between Mary Ruth Nelson, a married woman dealing in her sole and separate property, 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 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

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 February 16, 2001, recorded in Book 117 O&G, Page 643, in the records of Sublette County, Wyoming, between Mary A. Bridger and Mary M. Meeks Co-Trustees under Declaration of Trust dated June 12, 1979, as Lessor, to Hanson & Strahn, Inc., 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 February 17, 2006. (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 two (2) 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, representing the remaining eighty percent (80%) of the 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. The last installment 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:

Mary Ruth Nelson

Mary Ruth Nelson, a married woman dealing in her sole and separate property

OIL AND GAS LEASE

AGREEMENT Made and entered into the 12th day of September, 2006, by and between:

Mary A. Bridger, a married woman dealing in her sole and separate property

2310 MB

2220 W. Beall, #1, Bozeman, MT 59718

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

314517

10/14 05:40 AM
RECORD 1310+6
FEES 14.00
SUBLETTE COUNTY
by Cynthia J. Friel

and containing 4.021.91 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 February 17th, 2006 and as long thereafter as oil or gas of what ever 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 been drilled, even if not completed or upon which operations for drilling have theretofore been commenced. Production, drilling or re-working operations on 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 on 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, which in 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.

17. Should any one or more of the parties herinabove 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 of all of the parties who execute this lease as Lessor. All the provisions of this lease shall be made in the hereinafter, successors and assigns of Lessor and Lessee. IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

Mary A. Bridger

Mary A. Bridger, a married woman dealing in her sole and separate property

SS. LA. ID.:

516-68 3101

STATE of Montana

ACKNOWLEDGEMENT-INDIVIDUAL

COUNTY of Gallatin

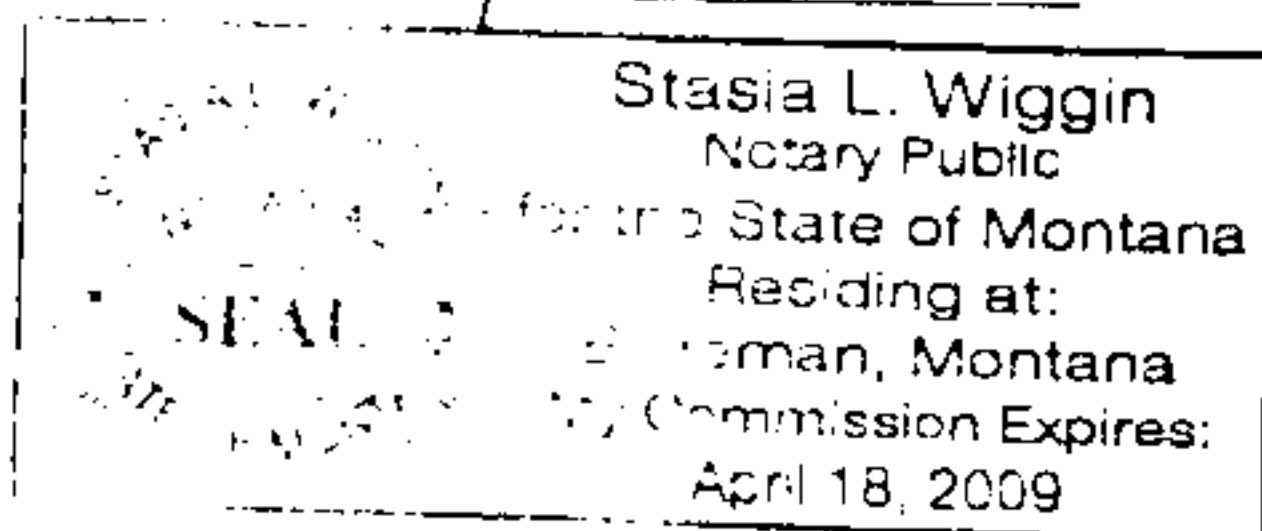
BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 19th day of September, 2005, personally appeared Mary A. Bridger, a married woman dealing in her sole and separate property

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 s he 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

April 18, 2009.



Notary Public:

Address:

Stasia L. Wiggins
Bozeman, MT

STATE of _____

ACKNOWLEDGEMENT-INDIVIDUAL

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: _____

STATE of _____

ACKNOWLEDGEMENT-CORPORATE

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 September 12th, 2005, by and between Mary A. Bridger, a married woman dealing in her sole and separate property, 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 11: Lots 1(33.62), 2(31.98), 3(30.34), 4(28.70), SE4NW4, S2NE4, N2SE4

Section 12: Lots 1(39.37), 2(38.88), 3(37.04), 4(35.31), S2N2, N2SW4, SW4SW4, SE4

Section 13: NE4NE4

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.

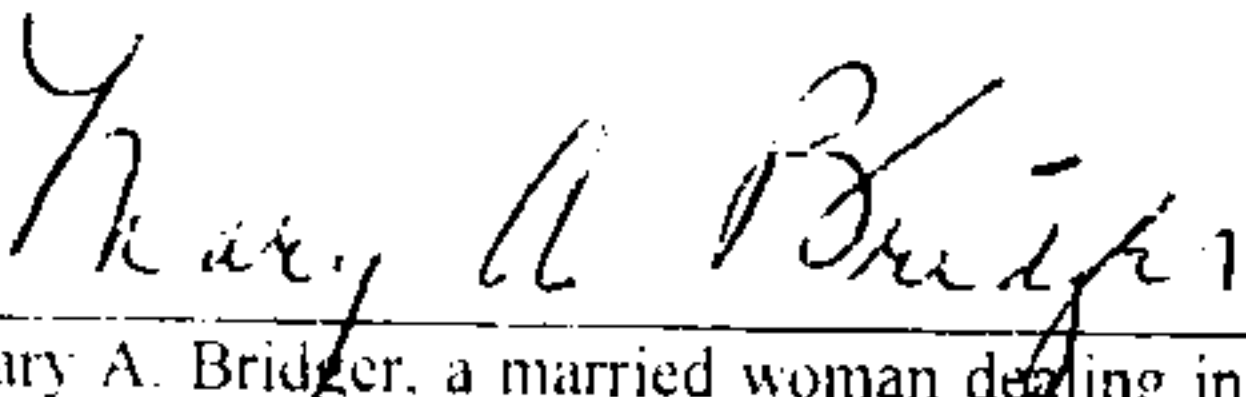
TOP LEASE RIDER:

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 February 16, 2001, recorded in Book 117 O&G, Page 643, in the records of Sublette County, Wyoming, between Mary A. Bridger and Mary M. Meeks Co-Trustees under Declaration of Trust dated June 12, 1979, as Lessor, to Hanson & Strahn, Inc., 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 February 17, 2006. (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 two (2) 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, representing the remaining eighty percent (80%) of the 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. The last installment 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:



Mary A. Bridger, a married woman dealing in her sole and separate property

OIL AND GAS LEASE

AGREEMENT Made and entered into the 12th day of September, 2006, by and between

Barbara Jean Fonn, formerly known as Barbara Jean Story, a married woman dealing in her sole and separate property

1014 E. Olive, Bozeman, MT 59715

whose address is

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

314518

Recorded 10/14 05:40:00 AM

INDEX 131046 118

14:00

by Cynthia J. Friel

and containing 4.021.91 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 February 1st, 2006 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 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 casinghead 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 royalties hereon 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 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 or 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.

Barbara Jean Tonn
 Barbara Jean Tonn, formerly known as Barbara Jean Story, a married woman dealing in her sole and separate property.

ST. EX. ID#

516-68-3114

STATE of Montana

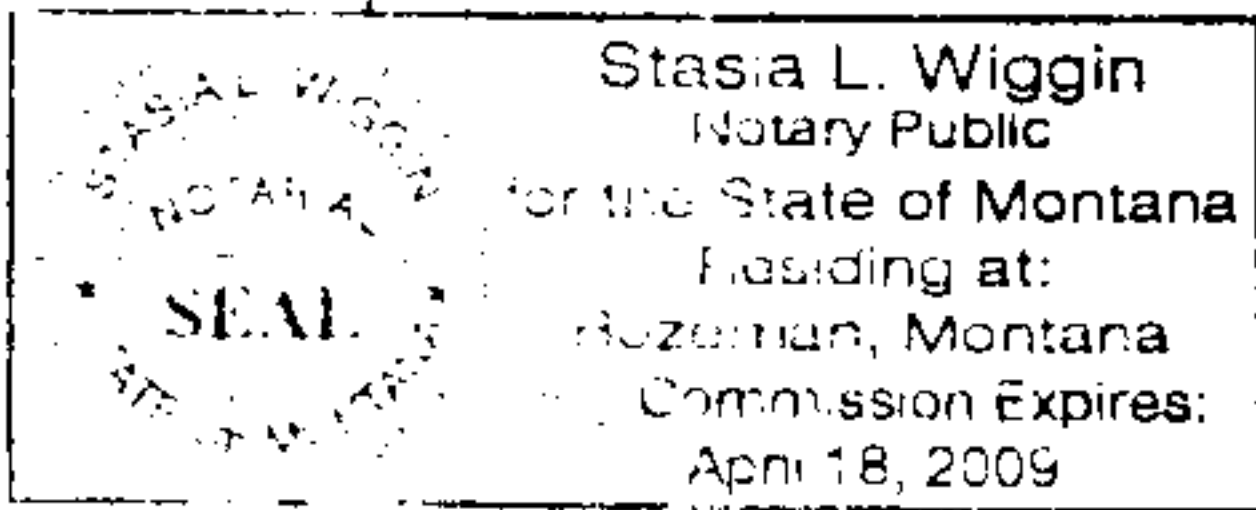
ACKNOWLEDGEMENT-INDIVIDUAL

COUNTY of Gallatin

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 19th day of September, 2008, personally appeared Barbara Jean Tonn, formerly known as Barbara Jean Story, a married woman dealing in her sole and separate property 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 April 18, 2009.



Stasia L. Wiggins
 Notary Public:
 Address Bozeman, MT

STATE of _____

ACKNOWLEDGEMENT-INDIVIDUAL

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 _____ 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 _____

STATE of _____

ACKNOWLEDGEMENT-CORPORATE

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 September 12th, 2005, by and between Barbara Jean Tonn, formerly known as Barbara Jean Story, a married woman dealing in her sole and separate property, 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

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Section 12: Lots 1(39.37), 2(38.88), 3(37.04), 4(35.31), S2N2, N2SW4, SW4SW4, SE4

Section 13: NE4NE4

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.

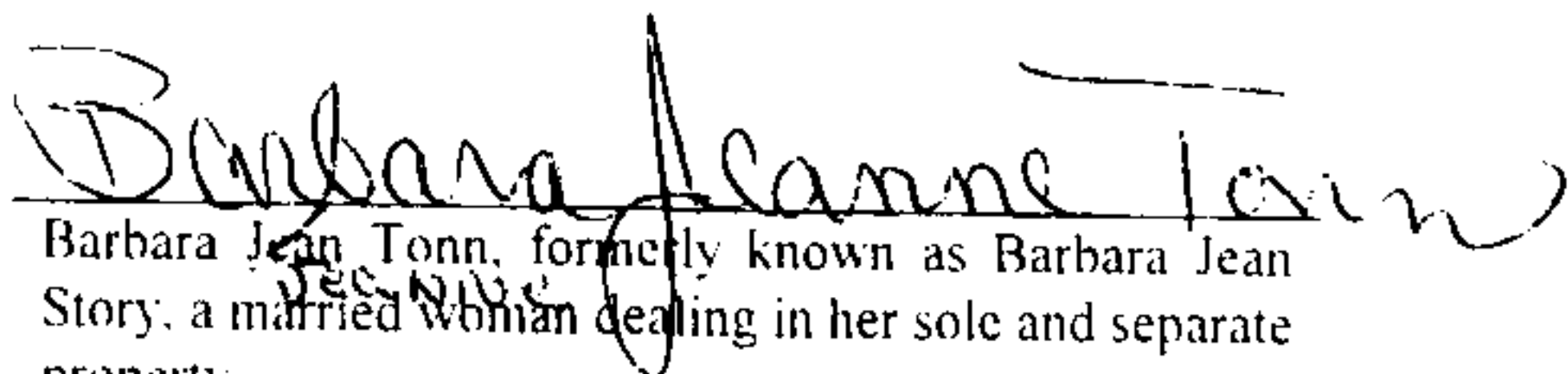
TOP LEASE RIDER:

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 February 16, 2001, recorded in Book 117 O&G, Page 643, in the records of Sublette County, Wyoming, between Mary A. Bridger and Mary M. Meeks Co-Trustees under Declaration of Trust dated June 12, 1979, as Lessor, to Hanson & Strahn, Inc., 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 February 17, 2006. (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 two (2) 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, representing the remaining eighty percent (80%) of the 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. The last installment 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:


Barbara Jean Tonn, formerly known as Barbara Jean Story, a married woman dealing in her sole and separate property

314701

RECORDED	Oct. 14, 2005 11:00 AM
IN BOOK	131046 PAGE 121
FEES	11.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING	

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

KNOW ALL MEN BY THESE PRESENTS:

THAT W.N. "Neil" McMurry, and W.N. McMurry as Trustee of the W. N. McMurry Revocable Trust both with an address of P.O. Box 50790, Casper, WY 82605 (said parties being hereinafter collectively referred to herein as "Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, convey, transfer, assign and deliver, unto V. A. Royalties LLC, a Wyoming flexible limited liability company, with an address of P.O. Box 50790, Casper, WY 82605, hereinafter referred to as "Assignee", all of Assignor's right, title and interest in and to each of the oil and gas leases described on Exhibit "A", which exhibit is attached hereto and is hereby incorporated herein, and any segregations, extensions or renewals thereof (the "Leases") insofar as they cover the lands described on said exhibit, together with all of Assignor's right, title and interest in and to all oil, gas or other hydrocarbons produced from or attributable to the lands described on Exhibit "A".

TO HAVE AND TO HOLD the interests herein conveyed unto Assignee, its successors and assigns, forever, together with all of Assignor's interest under any Unit Agreement, Communitization Agreement or Pooling Agreement covering said interests and subject to the terms and conditions of the oil and gas leases described in Exhibit "A", the Stipulations described on Exhibit "A" and all other 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 made without warranty of title, express or implied and is executed this 4th day of October 2005, to be effective as between the parties as of 12:01 a.m. August 1, 2005 at the wellhead.

W. N. McMurry
W. N. McMurry

W. N. McMurry, Trustee of the W. N. McMurry Revocable Trust
W. N. McMurry, Trustee of the W. N. McMurry Revocable Trust

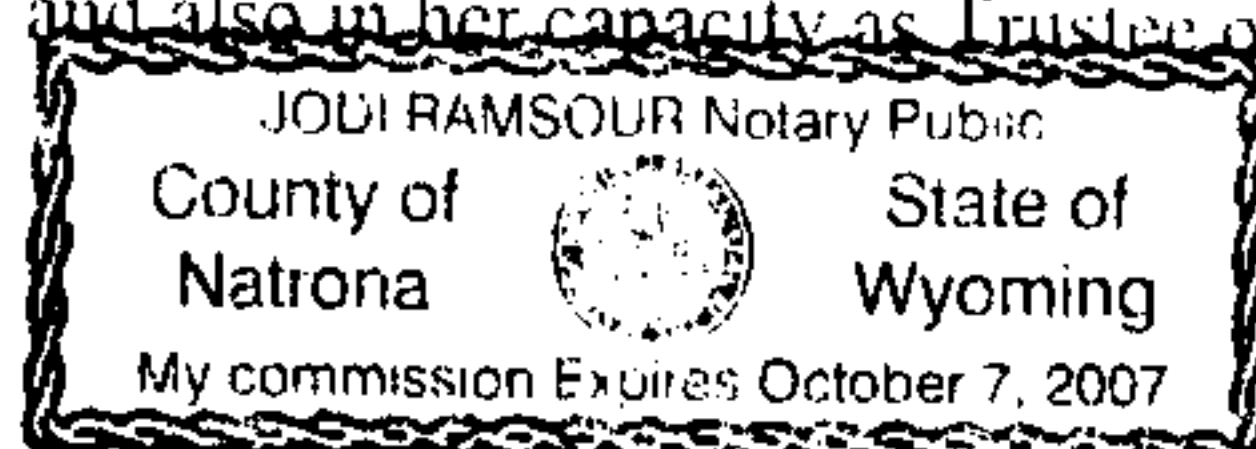
STATE OF Wyoming)
COUNTY OF Natrona)

ss.

The foregoing instrument was acknowledged before me this 4th day of October 2005, by W. N. McMurry, in her individual capacity and also in her capacity as Trustee of the W. N. McMurry Revocable Trust.

My commission expires:

Witness my hand and official seal.



Jodi Ramsour
Notary Public

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Overriding Royalty Interest dated effective August 1, 2005, by and between W.N McMurry, and W. N. McMurry as Trustee of the W.N. McMurry Revocable Trust, as Assignor, and V. A. Royalties LLC, as Assignee.

Recorded Book - Page	Lessor	Lease Date	Exp. Date	Legal Description
81-86	USA W-57521 ^A	1/25/77	HBP	T28N R108W Sec 3: Lots 1-4, S/2S/2 Sec 4: Lots 1-4, S/2S/2 Sec 10: All
79-337	USA WYW-100902	7/21/86	HBP	T29N R108W Sec 34: All Sec 35: All
79-337	USA WYW-102899 ^B (segregated out of WYW-100902)	7/21/86	HBP	T29N R108W Sec 27: All

^A Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 10, 2000 in Book 114 of Oil & Gas at page 129 of the records of Sublette County, Wyoming.

^B Subject to Stipulation of Interests dated effective as of November 30, 1998 and recorded March 17, 2000 in Book 114 of Oil & Gas at page 350 of the records of Sublette County, Wyoming.

314708

After recording, please return to:
Energy Consultants, LLC
P.O. Box 159
Billings, MT 59103-0159

RECORDED Oct 19 2005 9:15AM
IN BOOK 131 0+6 PAGE 123
FEES \$ 14.00 COUNTY CLERK
SUBLETTE COUNTY, ~~PIEDMONT~~ WYOMING
by Cynthia J. Friel

ASSIGNMENT OF OIL AND GAS LEASES

This Assignment of Oil and Gas Leases ("Assignment") is made and entered into on September 28, 2005 by and between Seneca Resources Corporation, whose mailing address is 1201 Louisiana, Suite 400, Houston, Texas 77002-5604 (hereinafter referred to as "Assignor"), and Energy Consultants, LLC, whose address is P.O. Box 159, Billings, Montana 59103-0159 (hereinafter referred to as "Assignee").

For and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey unto Assignee, all of Assignor's right, title and interest in and to the Oil and Gas Leases described on Exhibit "A" attached hereto, together with all rights incident thereto and the personal property located thereon, appurtenant thereto or used or obtained in connection therewith (hereinafter referred to as the "Assigned Leases").

Assignee agrees to comply with all of the terms and provisions of the Assigned Leases. The interest conveyed hereby shall bear its proportionate part of all royalty interests, overriding royalty interests, production payments and other burdens of record. Assignee agrees to be bound and abide by all governmental rules and regulations relating thereto.

The terms and provisions of this Assignment shall be binding upon and inure to the benefit of the Assignor and Assignee hereto together with their respective heirs, successors and assigns.

This Assignment is made and delivered to Assignee without any warranty of title, express or implied, except as to those claiming by, through and under Assignor.

Assignor and Assignee may have executed, or may execute, certain separate assignments of individual oil, gas and mineral leases, or interests, therein, which are included in the Assigned Leases for filing with and approval by the United States of America and other governmental entities and agencies. Such separate assignments are on forms prescribed or suggested by said governmental agencies; evidence the conveyance and assignment of the applicable properties herein made and do not constitute any additional conveyance or assignment of the oil, gas, mineral leases, lands or interests therein or herein described or any rights therein; are not intended to modify and shall not be construed to modify any of the terms, covenants and warranties herein set forth and are not intended to create and shall not be construed to create any additional covenants and warranties of or by Assignor to Assignee; and shall be deemed to contain all the terms and provisions hereof as fully and to all intents and purposes as though the same were set forth at length in such separate assignment. Such separate assignments and this Assignment, when taken together, shall be deemed to constitute one conveyance and assignment by Assignor of the Assigned Leases. This Assignment, insofar as it affects any property whose transfer must be approved by the United States of America or any governmental agency, is made and accepted subject to the approval of the appropriate governmental agency and to the terms of such approval, if and to the extent required by law.

IN WITNESS WHEREOF, this Assignment is executed and effective on the date first indicated above.

SENECA RESOURCES CORPORATION

Barry M. Wilcox
Printed Name: Barry M. Wilcox
Title: Senior Vice President



STATE OF TEXAS)
COUNTY OF Harris)

On this 28th day of September, 2005, before me personally appeared Barry McMahon, to me personally known, who, being by me duly sworn, did say that he is the Senior Vice President of Seneca Resources Corporation, and that said instrument was signed on behalf of said corporation and said Barry McMahon acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and official seal.

My Commission expires: 04 - 05 - 2008



Denise M. Flintoff
Notary Public
Printed Name Denise M. Flintoff
Residing at Houston, Texas

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Leases
dated September 28, 2005, by and between
Seneca Resources Corporation, Assignor, and Energy Consultants, LLC. Assignee

LESSOR: MLN Enterprises
LEASE DATE: March 12, 1985
RECORDED: Book 74, Page 285
DESCRIPTION: Township 31 North, Range 113 West
Section 19: Lot 4, S $\frac{1}{2}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$
Section 30: N $\frac{1}{2}$ NE $\frac{1}{4}$
282.66 gross acres
Sublette County, Wyoming

LESSOR: WYW-116385
LEASE DATE: July 1, 1978
DESCRIPTION: Township 31 North, Range 113 West
Section 19: Lot 3, N $\frac{1}{2}$ NE $\frac{1}{4}$
Section 30: Lots 3, 4, E $\frac{1}{2}$ SW $\frac{1}{4}$
288.89 gross acres
Sublette County, Wyoming

LESSOR: WYW-02736
LEASE DATE: December 1, 1950
DESCRIPTION: Township 31 North, Range 113 West
Section 28: SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 29: All
Section 31: Lots 1, 2, E $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$
966.79 gross acres
Sublette County, Wyoming

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.
WYW-140418

Lease effective Date
(Anniversary Date)
December 1, 1996

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee * Energy Consultants, LLC
Street P.O. Box 159
City, State, ZIP Code Billings, Montana 59103-0159

* 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	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.					
Township 31 North, Range 113 West, 6th P.M. Section 30: SE $\frac{1}{4}$ NW $\frac{1}{4}$ 40.00 gross acres Sublette County, Wyoming 314709 <div>RECORDED <u>Oct. 19</u> 20<u>05</u> 9:15A.M. IN BOOK <u>131</u> OF <u>6</u> PAGE <u>126</u> FEES \$ <u>11.00</u> COUNTY CLERK SUBLETTE COUNTY, WYOMING <i>by Cynthia J. Friel</i></div>	100%	100%	-0-	-0-	5% of 8/8ths

FOR BLM USE ONLY -DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

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

Assignment approved effective _____

By _____
(Authorized Officer)

(Title)

(Date)

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

STATE OF COLORADO)

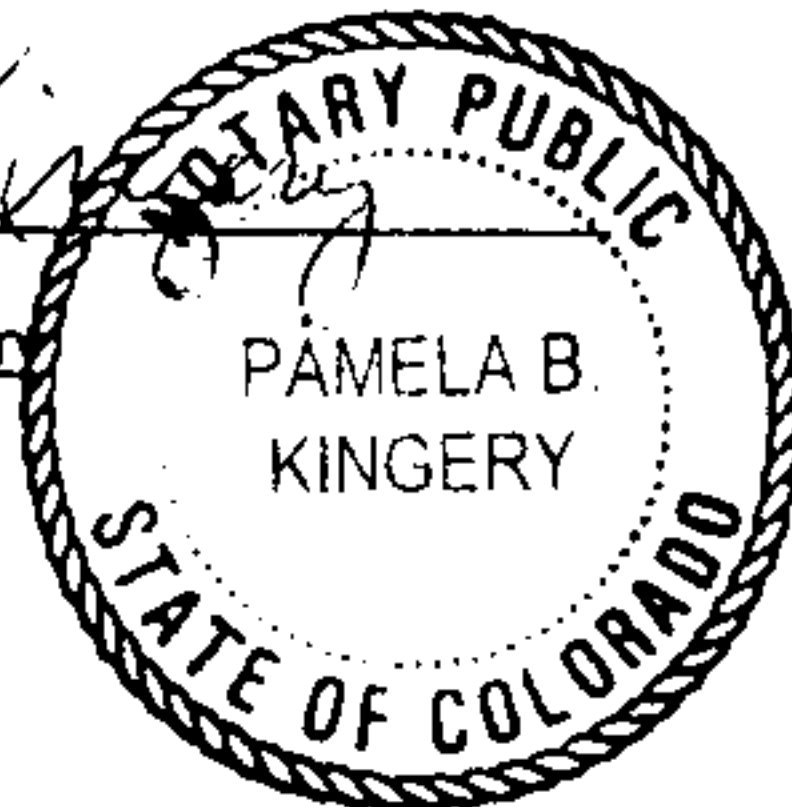
COUNTY OF ARAPAHOE)

On this 14th day of September, 2005, before me personally appeared Donald B. Anderson, to me personally known, who, being by me duly sworn, did say that he is the General Partner of Donald B. Anderson, Ltd., and that said instrument was signed on behalf of said partnership and said General Partner acknowledged said instrument to be the free act and deed of said partnership.

Witness my hand and official seal.

My Commission expires: 10 13 08

Pamela B. Kingery
Notary Public
Printed Name Pamela B. Kingery
Residing at Denver, Colorado



PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 14th day of September, 2005.

Executed this 29th day of September, 2005.

Name of Assignor as shown on current lease Donald B. Anderson, Ltd.

Assignor Donald B. Anderson
(Signature)
or Donald B. Anderson, General Partner

Attorney-in-Fact _____
(Signature)

Energy Consultants, LLC

Assignee Roxanne Simpson
(Signature)
or Roxanne Simpson, Vice President - Land

Attorney-in-Fact _____
(Signature)

6300 South Syracuse Way, Suite 470
(Assignor's Address)

Englewood Colorado 80111
(City) (State) (Zip Code)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time 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 Interior, Bureau of Land Management, (1004-0034) Bureau Clearance Officer, (WO-630), Mail Stop 401 LS, 1849 C Street, N.W. Washington, D.C. 20240.

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

STIPULATION AND CROSS-ASSIGNMENT OF WORKING INTERESTS

KNOWN ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned are owners of certain working interests in and to the lands described on Exhibit "A" attached hereto in T32 and 33N-R109W, 6th PM, Sublette County, Wyoming;

and

WHEREAS, ownership of working interests for each of the undersigned in said lands varies vertically and horizontally; and

WHEREAS, the undersigned parties desire to make uniform the interest of each party within each Earned Area as to all future wells drilled within the Earned Areas, as described on Exhibit "A", as to the affected depth set forth below.

THEREFORE, the undersigned, in consideration of Ten Dollars (\$10.00), the stipulation and cross-assignments made herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby sell, assign, transfer and set over, each party unto the other parties hereto, and do stipulate and agree among themselves, and if necessary, cross-assign to each other, their working interest in the lands described on Exhibit "A" hereto, subject to that certain Farmout and Option Agreement dated March 31, 1997, between Celsius Energy Company (now Questar Exploration and Production Company) and Ultra Resources, Inc., as amended, that certain Purchase and Sale Agreement dated May 17, 1999, between Ultra Resources, Inc. and Questar Exploration and Production Company and that certain Operating Agreement dated effective March 31, 1997, between Questar Exploration and Production Company, Ultra Resources, Inc., and Lance Oil & Gas Company, Inc., ("Operating Agreement"), as amended, in such a manner that the working interest and operating rights interests in the Exhibit "A" lands, as to the depths from the surface of the earth to the base of the "Lance Pool", (as defined by Cause No. 11, Order No. 1, Docket No. 136-2003 of the Wyoming Oil and Gas Conservation Commission dated April 28, 2003) and wells drilled or completed after the effective date of this Stipulation and Cross-Assignment of Working Interests on Exhibit "A" lands, as to said depths, will be owned as reflected on Exhibit "A".

It is further understood and agreed that:

1. The overriding royalty interests created by that certain Assignment of Overriding Royalty dated March 24, 1998, recorded in Book 107, page 203, from Ultra Resources, Inc. to John Lucken and Mary T. Lucken, Trustees of the John E. Lucken Trust UTA dated March 17, 1979, et al are a subsequent burden under the Operating Agreement and shall continue to be a burden against Ultra (to the extent of 42.5% of such burden), Questar (to the extent of 42.5% of such burdens), and Lance (to the extent of 15% of such burden) notwithstanding the provisions of this Stipulation and Cross-Assignment of Working Interests. To accommodate this, and to calculate each party's share of any other burdens that vary by depth, the percentages of "net pay" per ownership interval reflected on Exhibit "A" shall be applied.

WHEN RECORDED RETURN TO:
Attention: B. T. WOODS
Questar Exploration & Production Co
1050 17th Street, Suite 500
Denver, CO 80265

314713

RECORDED	Oct 19 2005 11:00AM
IN BOOK	131 Q+G PAGE 128
FEES	57.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING	

by Cynthia J. Friel

Stipulation and Cross Assignment of Working Interests
Page 2

Questar Exploration and Production Company's overriding royalty interest in Exhibit "A" lands will be calculated by applying the net pay allocation per ownership zone for each Earned Area reflected on Exhibit "A".

2. The working interest ownership percentages reflected on Exhibit "A" for each Earned Area were derived by using the average of existing allocations of net pay in wells shown on Exhibit "A" and Exhibit "B".
3. This Stipulation and Cross-Assignment of Working Interest is made without warranty of title, either express or implied.
4. This Stipulation and Cross-Assignment of Working Interests shall be binding upon the undersigned parties, and their heirs, devisees, personal representatives, successors and assigns, and may be executed in counterpart with the same effect as if all parties had executed the same instrument.
5. The parties will execute an Amendment to Exhibits "A-1" through "A-6" of the Operating Agreement to reflect this stipulation.
6. As to wells drilled to depths below the Lance Pool, this stipulation shall apply only to the portion of the wellbore from the surface of the earth to the base of the Lance Pool.
7. It is further understood and agreed that the federal lease royalty and all overrides that are not subsequent burdens and that do not vary by depth, shall be a burden against the parties hereto in the same proportions as the working interest for each Earned Area as reflected on Exhibit "A" hereto as to the depths from the surface of the earth to the base of the Lance Pool.

EXECUTED this 1st day of July, 2004 to be effective as to all costs and production from any well waiting on completion, completing, drilling or drilled following execution hereof by all parties.

QUESTAR EXPLORATION AND PRODUCTION COMPANY

By: [Signature]

J. B. Neese, Vice President

Date: July 1, 2004

ULTRA RESOURCES, INC.

By: [Signature]

Robert Benko, Attorney-in-Fact

Date: July 23, 2004

LANCE OIL & GAS COMPANY, INC.

By: *[Signature]*
Mark R. Petry Attorney-In-Fact *RBH BH*
Date: 7-22-04

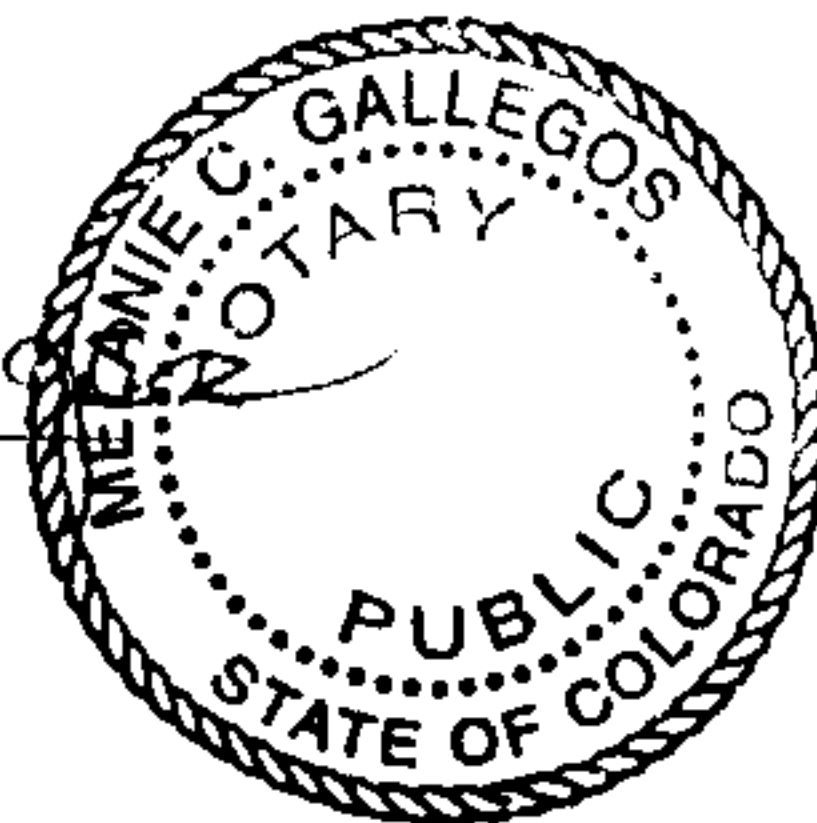
STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The forgoing instrument was acknowledged before me this 1st day of July, 2004, by J. B. Neese, as Vice President of **Questar Exploration and Production Company**

WITNESS my hand and official seal.

My commission expires:
My Commission Expires 03/28/2008

Melanie C. Gallegos
Notary Public



STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The forgoing instrument was acknowledged before me this _____ day of _____, 2004, by _____, as _____ of **ULTRA RESOURCES, INC.**

WITNESS my hand and official seal.

My commission expires:

Notary Public

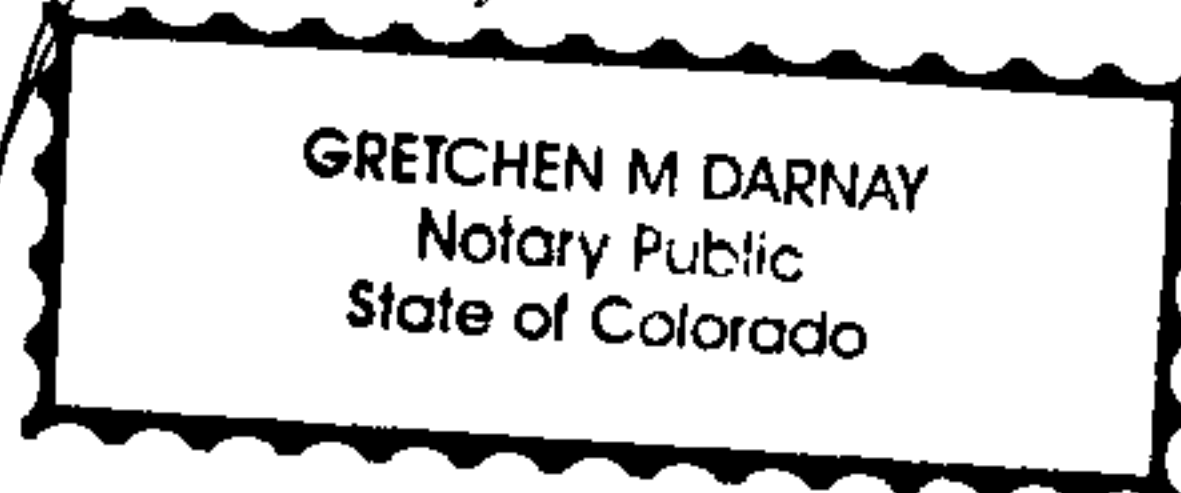
STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The forgoing instrument was acknowledged before me this 22nd day of July, 2004, by MARK R. PETRY as ATTORNEY-IN-FACT of **LANCE OIL & GAS COMPANY, INC.**

WITNESS my hand and official seal.

My commission expires: 9/11/07

[Signature]
Notary Public



7

LANCE OIL & GAS COMPANY, INC.

By: _____

Date: _____

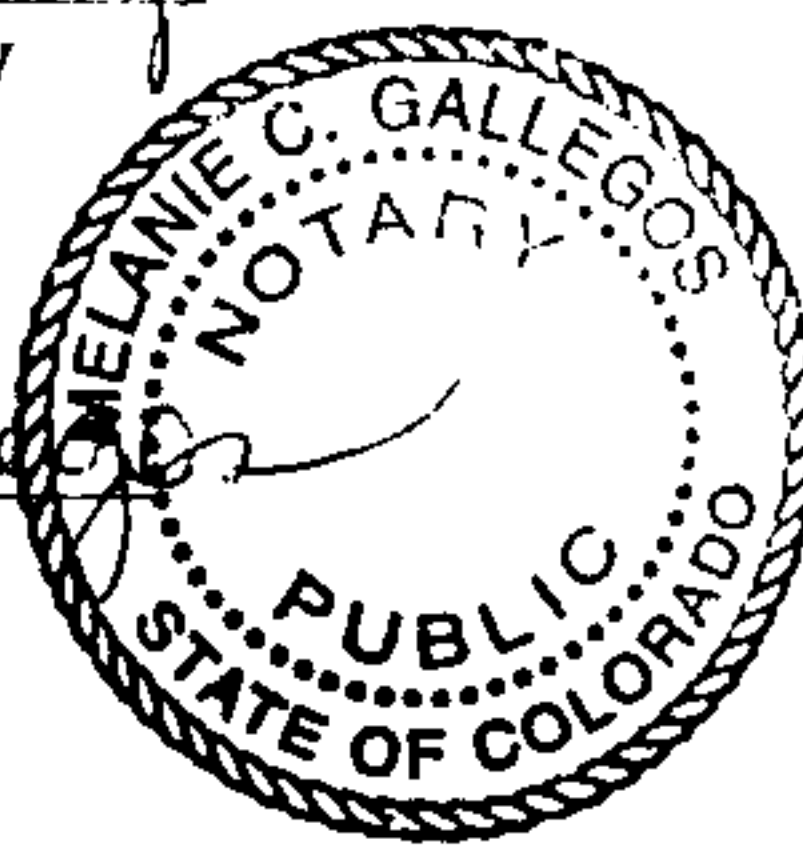
STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The forgoing instrument was acknowledged before me this 1st day of July, 2004, by J. B. Neese, as Vice President of Questar Exploration and Production Company

WITNESS my hand and official seal.

My commission expires:
My Commission Expires 03/28/2008

Melanie C. Gallegos
Notary Public



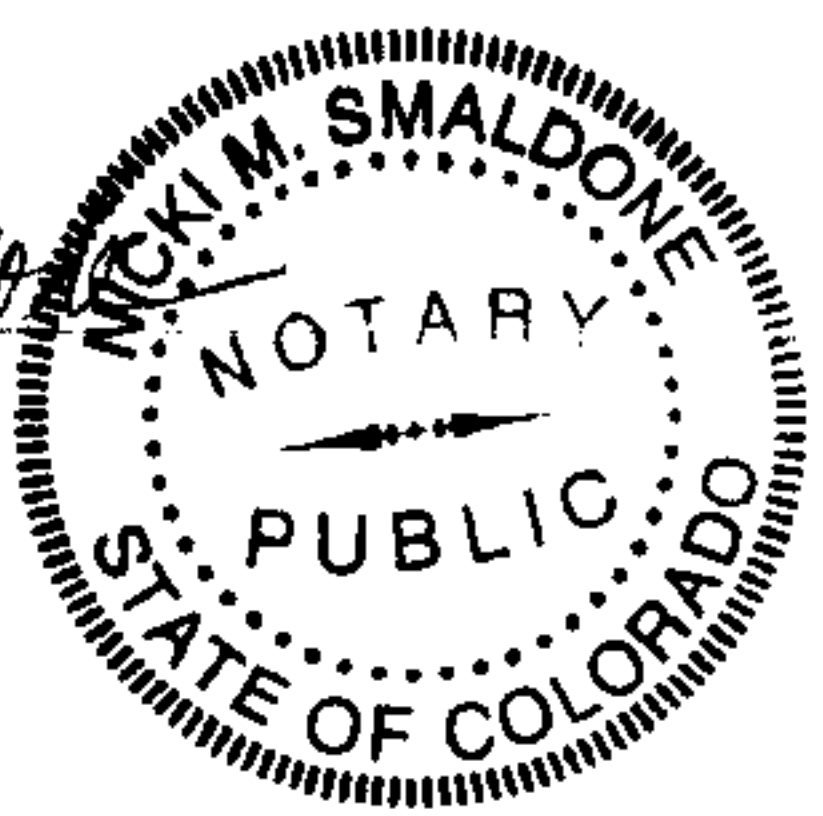
STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The forgoing instrument was acknowledged before me this 23rd day of July, 2004, by Robin Benko, as Attorney-in-Fact of ULTRA RESOURCES, INC.

WITNESS my hand and official seal.

My commission expires:
4.10.06

Nicki M. Smaldone
Notary Public



STATE OF COLORADO)
) ss.
COUNTY OF _____)

The forgoing instrument was acknowledged before me this _____ day of _____, 2004, by _____, as _____ of **LANCE OIL & GAS COMPANY, INC.**

WITNESS my hand and official seal.

My commission expires:

Notary Public

RB

Exhibit "A"

Attached to and made a part of that certain Stipulation and Cross-Assignment of Working Interest between Questar Exploration and Production Company, Ultra Resources, Inc., and Lance Oil & Gas Company, Inc., with an effective date as of the first day of production from wells drilled or completed following full execution hereof.

Lands Subject to Agreement All in Sublette County, Wyoming

I. Earned Area No. 1

T32N-R109W

Section 8: E/2, E/2W/2, SWSW

Section 9: N/2, N/2S/2, SESE

Section 17: W/2, W/2E/2, NENE, SESE

Working Interest

Questar Exploration and Production Company	63.450492%
Ultra Resources, Inc.	27.014854%
Lance Oil & Gas Company, Inc.	9.534654%

In calculating the above percentages, the net pay allocation used for each ownership interval was as follows:

Surface to Stratigraphic Equivalent ("SE") of 12,050' (as found in The Mesa Unit No. 1 Well)	78.2931%
SE of 12,050' to SE of depth earned under Celsius F.O.	15.1109%
Below depth earned	6.5960%

Wells used to arrive at above percentages:

Mesa No. 3-8
Mesa No. 6-8d
Mesa No. 10-8d
Mesa No. 3-17
Mesa No. 14-17d

Exhibit "A" - Continued
Page 2

II. Earned Area No. 1A

T32N-R109W
Section 16: SESE

Working Interest

Questar Exploration and Production Company	73.146362%
Ultra Resources, Inc.	19.848341%
Lance Oil & Gas Company, Inc.	7.005297%

In calculating the above percentages, the net pay allocation used for each ownership interval was as follows:

Surface to SE of 12,050'	78.2931%
(as found in The Mesa Unit No. 1 Well)	
SE of 12,050' to SE of depth earned under Celsius F.O.	15.1109%
Below depth earned	6.5960%

Wells used to arrive at above percentages:

Mesa No. 3-8
Mesa No. 6-8d
Mesa No. 10-8d
Mesa No. 3-17
Mesa No. 14-17d

III. Earned Area No. 2

T33N-R109W
Section 20: N/2N/2N/2, E/2E/2SE, E/2SENE, SENENE
Section 21: W/2, SE, W/2NE
Section 28: ALL
Section 29: S/2, S/2N/2, S/2N/2N/2, NENENE

Working Interest

Questar Exploration and Production Company	58.793583%
Ultra Resources, Inc.	30.456917%
Lance Oil & Gas Company, Inc.	10.749500%

Exhibit "A" - Continued
Page 3

Continued Earned Area 2

In calculating the above percentages, the net pay allocation used for each ownership interval was as follows:

Surface to SE of depth earned under Celsius F.O.	86.6533%
Below depth earned	13.3467%

Wells used to arrive at above percentages:

The Mesa Unit - Stewart Point No. 1-20d
The Mesa Unit - Stewart Point No. 2-20
The Mesa Unit - Stewart Point No. 3-20d
Stewart Point No. 13-28d
Stewart Point No. 14-28d

IV. Earned Area No. 3

T32N-R109W

Section 15: W/2

Section 21: N/2, SW

Section 22: N/2

Working Interest

Questar Exploration and Production Company	64.101351%
Ultra Resources, Inc.	26.533784%
Lance Oil & Gas Company, Inc.	9.364865%

In calculating the above percentages, the net pay allocation used for each ownership interval was as follows:

Surface to SE of 12,050'	75.7803%
(as found in The Mesa Unit No. 1 Well)	
SE of 12,050' to SE of depth earned under Celsius F.O.	11.8396%
Below depth earned	12.3801%

Wells used to arrive at above percentages:

Mesa No. 3-21
Mesa No. 12-21d
Mesa No. 13-21d
Mesa No. 14-21d
Mesa No. 5-22

Exhibit "A" - Continued
Page 4

V. Earned Area No. 4

T33N-R109W
Section 33: ALL
Section 34: ALL

Working Interest

Questar Exploration and Production Company	59.346003%
Ultra Resources, Inc.	30.048606%
Lance Oil & Gas Company, Inc.	10.605391%

In calculating the above percentages, the net pay allocation used for each ownership interval was as follows:

Surface to SE depth earned under Celsius F.O.	82.8104%
Below depth earned	17.1896%

Wells used to arrive at above percentages:

Stewart Point No. 3-33d
Stewart Point No. 4-33
Stewart Point No. 13-33d

VI. Earned Area No. 4A

T32N-R109W
Section 4: Lot 8, 9, 10, 15 and 16
Section 5: Lot 2, 3, 4, SE, E/2SW, NWSW

Working Interest

Questar Exploration and Production Company	63.311425%
Ultra Resources, Inc.	27.117642%
Lance Oil & Gas Company, Inc.	9.570933%

Exhibit "A" - Continued
Page 5

Continued Earned Area 4A

In calculating the above percentages, the net pay allocation used for each ownership interval was as follows:

Surface to SE of 12,050'	78.7037%
(as found in The Mesa Unit No. 1 Well)	
SE of 12,050' to SE of depth earned under Celsius F.O.	15.8730%
Below depth earned	5.4233%

Wells used to arrive at above percentages:

Mesa No. 3-8
Mesa No. 6-8d
Mesa No. 10-8d

VII. Earned Area No. 5

T33N-R109W

Section 17: S/2NE, W/2, SE
Section 18: Lot 1, 2, 3, 4, E/2W/2, E/2
Section 19: Lot 1, 2, 3, 4, E/2W/2, W/2E/2, W/2E/2E/2, NENENE
Section 27: SWSE, SW, SWNW
Section 30: Lot 1, 2, 3, 4, E/2W/2, SE, S/2NE, NWNE, W/2NENE, SENENE
Section 31: Lot 1, 2, 3, 4, E/2W/2, E/2
Section 32: E/2, SW, S/2NW, NENW
Section 35: SW, SWNW

Working Interest

Questar Exploration and Production Company	59.917608%
Ultra Resources, Inc.	32.582392%
Lance Oil & Gas Company, Inc.	7.500000%

In calculating the above percentages, the net pay allocation used for each ownership interval was as follows:

Surface to SE of depth earned under Celsius F.O.	90.6591%
Below depth earned	9.3409%

Exhibit "A" – Continued
Page 6

Continued Earned Area 5

Wells used to arrive at above percentages:

Stewart Point No. 16-18d

Stewart Point No. 15-17

Stewart Point No. 1-32d

VIII. Earned Area No. 6

T32N-R109W

Section 3: Lot 4, SWNW, W/2SW, SESW

Section 6: Lot 1, 2, 3, 4, 5, 6, 7, 9, 10, N/2SE

Section 7: Lot 2, 5, 7, 8, 11, 12, S/2SE

Section 18: E/2

Section 19: E/2

Section 20: ALL

Working Interest

Questar Exploration and Production Company	63.493652%
Ultra Resources, Inc.	26.982953%
Lance Oil & Gas Company, Inc.	9.523395%

In calculating the above percentages, the net pay allocation used for each ownership interval was as follows:

Surface to SE of 12,050'	75.9474%
(as found in The Mesa Unit No. 1 Well)	
SE of 12,050' to SE of depth earned under Celsius F.O.	15.9835%
Below depth earned	8.0691%

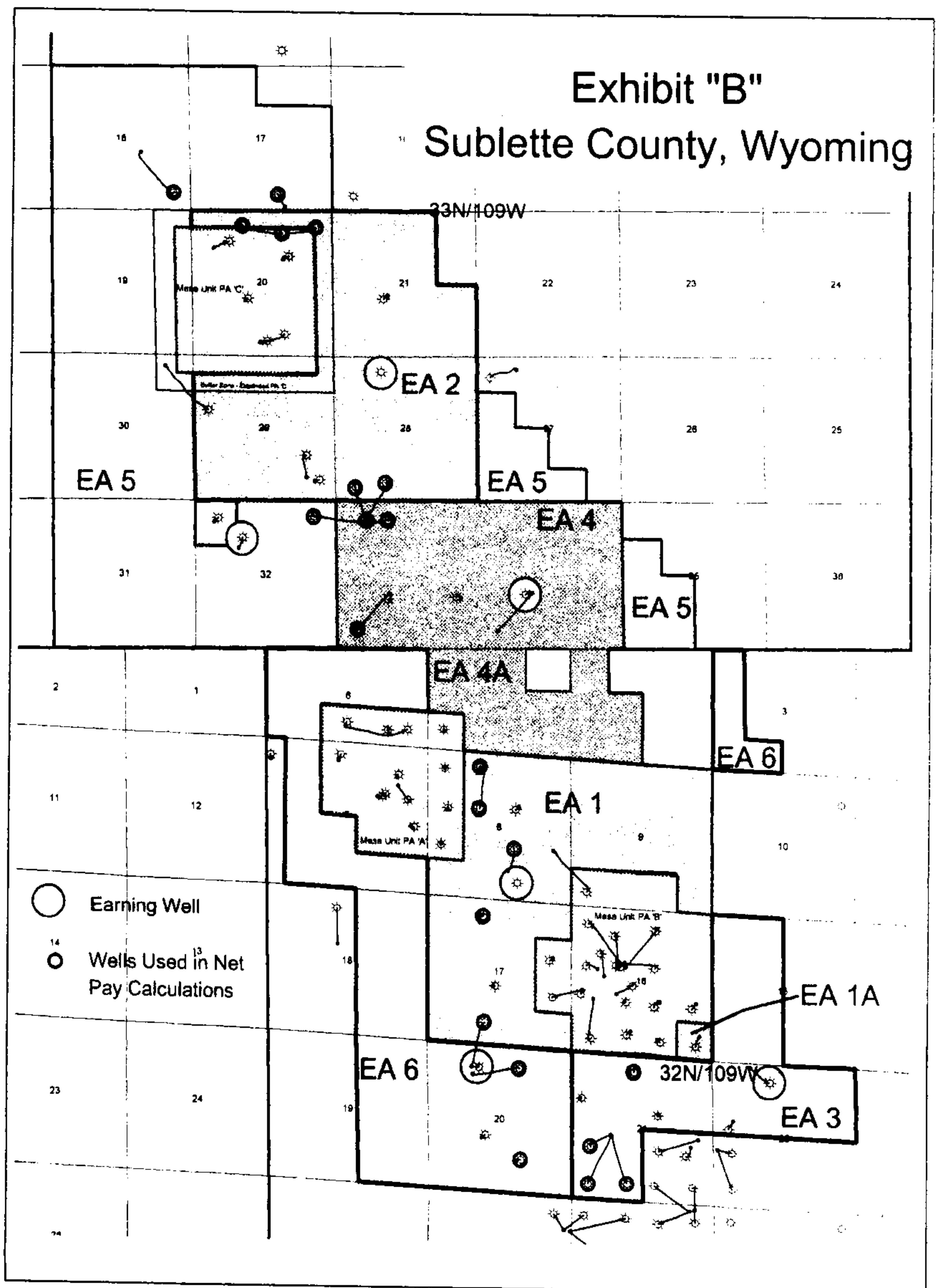
Wells used to arrive at above percentages:

Mesa No. 2-20d

Mesa No. 15-20

The Mesa Unit – Mesa No. 14-6d

The Mesa Unit – Mesa No. 16-6d



314740

RECORDED Oct. 20 2005 8:45AM
 IN BOOK 131046 PAGE 139
 FEES 8.00 COUNTY CLERK
 SUBLETTE COUNTY, PINEDALE, WYOMING

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, W. Clifton Arbuckle Trust under Trust
Agreement dated 1-1-96, W. Clifton Arbuckle, Trustee
410 17th St. #1180, Denver, CO 80202,

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: Rachel Arbuckle and W. Curtis Arbuckle, one half each ($\frac{1}{2}$), both of 8066 S. Shawnee St., Aurora, CO 80016

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) in Sublette County, WY, to wit:

Lessor: USA WYW-016161
 Lands Covered: T. 30 N., R. 108 W.
 INSOFAR AND ONLY INSOFAR AS LEASE COVERS:
 Section 24: SW $\frac{1}{4}$ SW $\frac{1}{4}$

A. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of the above described oil and gas lease(s).

B. This assignment of overriding royalty is made without warranty of title, either express or implied.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this 1st day of October, 2005.

Witness:

William H. Hays

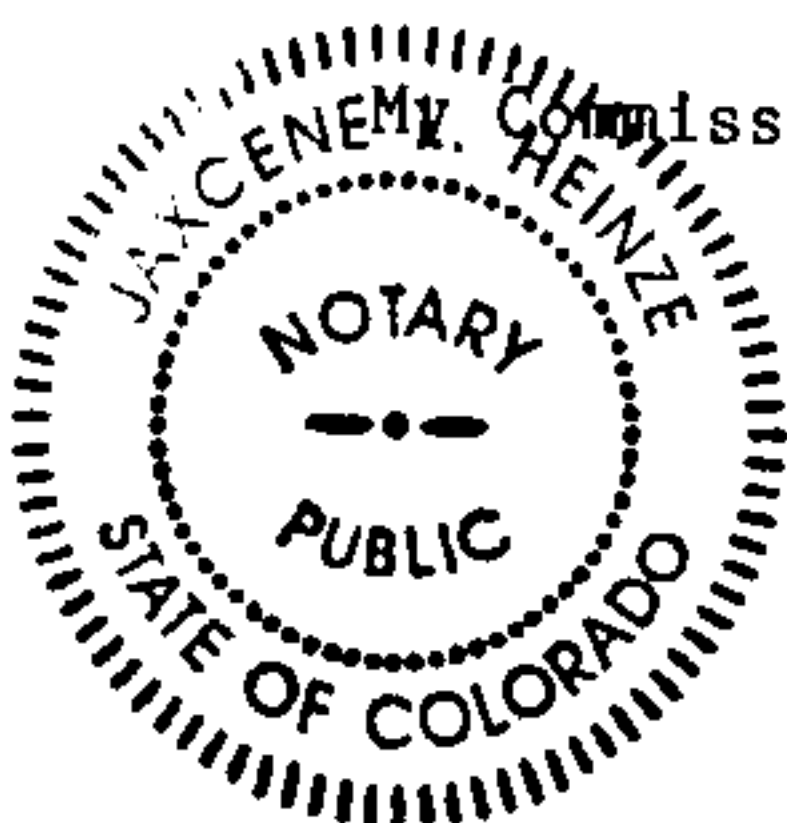
W. Clifton Arbuckle
 W. Clifton Arbuckle, Trustee

STATE OF COLORADO)
) ss
 COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 1st day of October, 2005, by W. Clifton Arbuckle,
Trustee of the W. Clifton Arbuckle Revocable Trust

Witness my hand and notarial seal.

William H. Hays
 Notary Public

Commission Expires: 1/4/08

ASSIGNMENT OF OIL AND GAS LEASE

FOR AND IN CONSIDERATION of the sum of Ten and 00/100 (\$10.00) - - -

----- Dollars, and other valuable considerations for this assignment, the receipt whereof is hereby acknowledged, the undersigned does hereby grant, bargain, sell, convey, transfer, assign and set over unto WILLIAM A. SCHROEDER, JR., P. O. Box 360, Roswell, New Mexico

hereinafter called Assignee, and the heirs, successors and assigns of Assignee, all the right, title and interest, claim and demand of the undersigned in and to that certain oil and gas lease issued to

FLOYD H. SCHROEDER

by the United States of America, which lease bears Wyoming Serial No. 06283

and is dated June 1, 1951 insofar as it covers the following described land in the County of Sublette, State of Wyoming to-wit:

Twp. 30 N., Rge. 108 W.

Sec. 5: Lots 3,4,5,6,7, 1/2 Sec. 1, 1/2 Sec. 2;
Sec. 7: Lots 1,2, 1/2 Sec. 3;

Twp. 31 N., Rge. 108 W.

Sec. 19: Lots 1,2,3,4, 1/2 Sec. 1;
Sec. 30: Lots 1,2,3,4, 1/2 Sec. 2;
Sec. 31: Lots 1,2,3,4, 1/2 Sec. 3;

Containing 1112.94 acres, more or less.

314778

RECORDED Oct 21 20 03 8:10 PM
IN BOOK 131 D+G PAGE 140
FEES 11.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING

by Cynthia J. Friel

CERTIFIED

to be a true and correct copy of the official records of the BLM

JUL 20 2004

Mary Scher
BUREAU OF LAND MANAGEMENT

There is hereby reserved to the undersigned and to the heirs, personal representatives, successors and assigns of the undersigned, an overriding royalty of One per cent (1%) of all oil, gas, casinghead gas, or other hydrocarbons that may be produced and saved from the above described land.

And in consideration hereof undersigned warrants that said undersigned is the sole owner of any rights which may accrue under said lease and that said rights are free and clear of any liens or encumbrances or any outstanding conveyances or interests of any nature whatsoever, except the rights of, and the rentals and royalties due to the United States of America, and that the undersigned has full right and lawful authority to sell and assign said lease in the manner hereinabove set forth.

This assignment is subject to the approval of the Secretary of the Interior and is subject to the terms and conditions of the oil and gas lease above referred to.

Wherever the singular is used herein it shall be deemed to include the plural if more than one person executes this assignment.

IN WITNESS WHEREOF, undersigned has executed this assignment this 3rd day of August, A. D. 19 51.

Floyd H. Schroeder
FLOYD H. SCHROEDER

JOSEPH HAY SCHROEDER
JOSEPH HAY SCHROEDER

Mary Friel

COLORADO

State of _____
COUNTY OF _____

ss

The foregoing instrument was acknowledged before me this _____ day of _____
19____, by _____

WITNESS my hand and official seal.

Notary Public

My Commission Expires _____



CERTIFIED

to be a true and correct copy
of the original on file in my office

JUL 29 2004

Mary Scher
BUREAU OF LAND MANAGEMENT

NEW MEXICO

State of NEW MEXICO
COUNTY OF SAN JUAN

ss

On this 23rd day of August, 1951, before me
personally appeared Floyd L. Schroeder and Dorothy Ray Schroeder, his wife
to me known to be the person or described in and who executed the foregoing instrument, and acknowledged that
they executed the same as their free act and deed.

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

Notary Public

My Commission Expires

July 20, 1954

UTAH

State of _____
COUNTY OF _____

ss

On the _____ day of _____, 19____, before me personally
appeared _____
the signer _____ of the above instrument, who duly acknowledged to me that _____ he _____ executed the same.

GIVEN UNDER MY HAND AND THE SEAL of my office this _____ day of _____, 19____

Notary Public

My Commission Expires _____

ASSIGNMENT OF OIL AND GAS RO

KNOW ALL MEN BY THESE PRESENTS:

That FLOYD H. SCHROEDER and DOROTHY MAY SCHROEDER, his wife, as Assignor and First Party, for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable considerations paid by BLUE ROYALTIES, INC., Assignee and Second Party, have sold, transferred, set over and assigned to the Assignee, its heirs, successors and assigns, all of their right, title and interest in and to an overriding royalty equal to one per cent (1%) of the market value at the well of all the oil and gas that may be produced, saved and marketed, in and to the following oil and gas lease:

Oil and Gas Lease made and entered into between the United States and Floyd H. Schroeder under date of June 1, 1951 bearing Wyoming Serial No. 06283 on the following described land situated in Sublette County, Wyoming, to-wit:

Township 30 North, Range 108 West

Sec. 6: Lots 3,4,5,6,7; E $\frac{1}{2}$ S $\frac{1}{2}$; SE $\frac{1}{4}$ NW $\frac{1}{4}$
Sec. 7: Lots 1,2;; E $\frac{1}{2}$ NW $\frac{1}{4}$

Township 31 North, Range 108 West

Sec. 19: Lots 1,2,3,4; E $\frac{1}{2}$ W $\frac{1}{2}$
Sec. 30: Lots 1,2,3,4; E $\frac{1}{2}$ W $\frac{1}{2}$
Sec. 31: Lots 1,2,3,4; E $\frac{1}{2}$ W $\frac{1}{2}$

Containing 1112.94 acres, more or less.

314779

RECORDED Oct 21 10 58 AM
IN BOOK 131 046 PAGE 142
FEES \$ 8.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING

by Cynthia G. Friel

CERTIFIED

to be a true and correct copy
of the official records of file

JUL 23 2004

Mary Scher
BUREAU OF LAND MANAGEMENT

It is understood and agreed that the Assignor s of the above royalty will protect said royalty assignment by paying all rentals required and otherwise complying with government regulations and shall not permit the lease to be cancelled without first giving Assignee opportunity to keep the lease in force.

TO HAVE AND TO HOLD all and singular the said royalty unto said Assignee, its survivor, assigns and heirs of its assigns forever.

The Assignor s do hereby warrant and agree to defend the right, title and interest in and to said royalty.

WITNESS their hands and seals this 21 day of May 1952

Floyd H. Schroeder
FLOYD H. SCHROEDER

Dorothy May Schroeder
DOROTHY MAY SCHROEDER

STATE OF NEW MEXICO
COUNTY OF BERNALILLO } ss.

On this 21 day of May 1952, before me personally appeared FLOYD H. SCHROEDER and DOROTHY MAY SCHROEDER, his wife to me known to be the person s described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

Delores M. Walker
Notary Public

My Commission Expires:

July 20, 1954 Fee Paid - Receipt No. 112698

314780

RECORDED	<u>Oct. 21</u>	<u>10 05 11 54 A M</u>
IN BOOK	<u>131 046</u>	PAGE <u>143</u>
FEES \$	<u>11.00</u>	COUNTY CLERK
SUBLETTE COUNTY, <u>PIEDMONT</u> WYOMING		

by Cynthia J. Friel

TO THE DIRECTOR
BUREAU OF LAND MANAGEMENT
WASHINGTON, D. C.

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
WASHINGTON, D. C.

APPLICATION FOR ASSIGNMENT OF OIL AND GAS LEASES

The undersigned, Hugo A. Anderson, Jr., whose mailing address is P. O. Box 660, Roswell, New Mexico, hereby respectfully requests the approval by the honorable Secretary of the Interior, through the Director, Bureau of Land Management at Washington, D. C. of the following assignments of oil and gas leases hereto attached, described as follows:

Assignment of Oil and Gas Lease dated August 23, 1951, from Floyd H. Schroeder and Dorothy May Schroeder, his wife, assigning to Hugo A. Anderson, Jr. Oil and Gas Lease Wyoming Serial Number 06283, insofar as said lease covers the following described land in Sublette County, Wyoming: Lots 3, 4, 5, 6, 7, E/2 SW/4, SE/4 NW/4 Section 6, Lots 1, 2, E/2 NW/4 Section 7, Township 30 North, Range 108 West; Lots 1, 2, 3, 4, E/2 W/2 Section 19, Lots 1, 2, 3, 4, E/2 W/2 Section 30, Lots 1, 2, 3, 4, E/2 W/2 Section 31, Township 31 North, Range 108 West, containing 1112.94 acres, more or less.

Assignment of Oil and Gas Lease dated August 23, 1951, from Floyd H. Schroeder and Dorothy May Schroeder, his wife, assigning to Hugo A. Anderson, Jr. Oil and Gas Lease Wyoming Serial Number 06254, insofar as said lease covers the following described land in Sublette County, Wyoming: Lots 3, 4, 5, E/2 SW/4, SE/4 NW/4 Section 7, Lots 1, 2, 3, 4, E/2 W/2 Section 15, Township 31 North, Range 108 West; Lots 3, 4, E/2 SW/4 Section 19, Lots 1, 2, 3, 4, E/2 W/2 Section 30, Lots 1, 2, E/2 NW/4 Section 31, Township 32 North, Range 108 West, containing 168.15 acres, more or less.

Assignment of Oil and Gas Lease dated August 23, 1951, from Floyd H. Schroeder and Dorothy May Schroeder, his wife, assigning to Hugo A. Anderson, Jr. Oil and Gas Lease Wyoming Serial Number 06282, insofar as said lease covers the following described land in Sublette County, Wyoming: SE/4 Section 4, NE/4 Section 9, E/2 Section 10, W/2 Section 11, W/2 Section 12, Township 30 North, Range 109 West, containing 1200 acres, more or less.

In support of said applications applicant states that the true consideration paid for said Assignments of Oil and Gas Leases covering the above described lands was the sum of \$1,630.55, and that there are no overriding royalties or obligations payable out of production from the lands embraced in said leases except as shown therein.

to be a true and correct copy
of the official record

JUL 23 2004
Mary Scher
BUREAU OF LAND MANAGEMENT

That Applicant is ready upon demand to furnish such bond or bonds as may be required under the lease or regulations.

Applicant's other interests direct and indirect in oil and gas leases and applications or offers therefor in the State of Wyoming do not exceed 15,360 chargeable acres.

Dated this 7th day of Sept., 1951.

Hugo A. Anderson, Jr.
Hugo A. Anderson, Jr.

STATE OF New Mexico)
COUNTY OF Chaves) SS

SUBSCRIBED AND SWORN TO BEFORE me this 7th day of
Sept., 1951.

Notary Public

My Commission Expires:
1953

to be a true and correct copy
of the official record of this

JUL 23 2004
Mary Scher
BUREAU OF LAND MANAGEMENT

314781

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
WASHINGTON, D. C.

RECORDED	<u>Oct. 21</u>	20 <u>05</u> <u>8:15</u> AM
IN BOOK	<u>1310+6</u>	PAGE <u>145</u>
FEES \$	<u>14.00</u>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING		

RE: Assignment of Oil and
Gas Royalty, Wyoming
Serial No. 06283

by Cynthia J. Fine

APPLICATION FOR APPROVAL OF ROYALTY ASSIGNMENT

The Director
Bureau of Land Management
Department of the Interior
Washington, D. C.

COMES the undersigned, BLUE ROYALTIES, INC., and files
herewith the following:

Royalty assignment in triplicate, dated the 1st day of
May, 1952, running from FLOYD H. SCHROEDER and DOROTHY MAY SCHROEDER,
his wife, to applicant, duly assigning all of their right, title and
interest in and to an overriding royalty equal to one per cent (1%),
covering the following described lands, to-wit:

WYOMING #06283-Township 30 North, Range 108 West

Sec. 6: Lots 3,4,5,6,7, $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{2}$ NW $\frac{1}{4}$
Sec. 7: Lots 1, 2, E $\frac{1}{2}$ NW $\frac{1}{4}$

Township 31 North, Range 108 West

Sec. 19: Lots 1,2,3,4, E $\frac{1}{2}$ NW $\frac{1}{4}$
Sec. 30: Lots 1,2,3,4, E $\frac{1}{2}$ NW $\frac{1}{4}$
Sec. 31: Lots 1,2,3,4, E $\frac{1}{2}$ NW $\frac{1}{4}$

Containing 1112.94 acres, more or less,

and respectfully requests that the said assignments be approved, and
in support thereof shows:

1. That applicant is a corporation duly organized, and
existing under and by virtue of the laws of the State of New Mexico,
licensed to do business in the State of Wyoming, and that a certified
copy of the Articles of Incorporation and all amendments thereto have
heretofore been filed in the General Land Office in connection with
Assignment of Oil and Gas Royalty, Wyoming Serial No. 01438. That the
address of Blue Royalties, Inc. is 3205 East Central Avenue, Albuquerque,
New Mexico.

CERTIFIED

to be a true and comparative copy
of the official records on file

JUL 29 2004
Mary Scher
BUREAU OF LAND MANAGEMENT

2. That there has heretofore been filed in the General Land Office in Washington, D. C., in connection with Assignment of Oil and Gas Royalty, Wyoming Serial No. 01438, an affidavit showing the names, residence and citizenship of all stockholders of said corporation, together with the number of shares held by each and the number of shares issued and outstanding.

3. That the undersigned applicant does not, directly or indirectly, have any other interests in oil and gas royalties, pending applications therefor, embracing land of the United States, and situated in the State of Wyoming, except herein applied for and also the interests contained in Assignment of Oil and Gas Royalty bearing Wyoming Serial numbers 01438, 1422.80 acres, 01439, 466.53 acres, 03088, 600.00 acres, 06431, 2560.00 acres, 06400, 2560.00 acres, 06401, 2560.00 acres, 06402, 2555.75 acres, 06403, 2549.92 acres, 06407, 2559.04 acres, 06408, 2512.72 acres, 06409, 2560.00 acres, 06410, 2560.00 acres, 06411, 2560.00 acres, 06412, 2560.00 acres, and 06282, 1280.00 acres more or less.

Respectfully submitted,

BLUE ROYALTIES, INC.

BY:

President

ATTEST:

Edward M. Walker
Secretary

E. M. Walker
President

CERTIFIED

to be a true and comparative copy
of the official records on file

JUL 20 2004

Mary Schaefer
BUREAU OF LAND MANAGEMENT

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss

I, WILLIAM R. MARTIN, a notary public in and for the County of Bernalillo, and residing therein in the State of New Mexico DO HEREBY CERTIFY, that G. T. LACKEY, personally known to me to be the president of the Blue Royalties, Inc., and DELBERT M. WILKER, personally known to me to be the Secretary of said Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument of writing as President and as Secretary of said Corporation and caused the seal of said Corporation to be affixed thereto pursuant to authority given by the board of Directors of said Corporation as their free and voluntary act, 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 corporate seal, this 5th day of May, A.D., 1955.

William R Martin
Notary Public

My Commission Expires:

June 11, 1955

CERTIFIED
to be a true and comparative copy
of the official records on file

JUL 20 2004
Mary Scheer
BUREAU OF LAND MANAGEMENT

314782

RECORDED Oct. 21 2025 8:15 AM
IN BOOK 1310+6 PAGE 148
FEES \$ 8.00 COUNTY CLERK
SUBLETTE COUNTY MINERAL

by Cynthia G. Friel

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Cheyenne Land Office
409 Federal Office Building
Box 929, Cheyenne, Wyoming

9.00

August 1, 1958

MEMORANDUM DECISION

Assignor: Hondo Oil and Gas Company
Assignee: Malco Refineries, Incorporated, Box 660, Roswell,
New Mexico

CERTIFIED
to be a true and comparative copy
of the official records on file

Assignments of Overriding Royalty

There were filed on July 28, 1958, assignments of overriding royalty in the oil and gas leases listed below. This office does not give formal approval of royalty assignments; however, one copy has been filed in each lease file and the extra copies are being returned to the assignee.

Wyoming 019001	Wyoming 016163	Wyoming 06282
Wyoming 019002	Wyoming 016164	Wyoming 06283
Wyoming 016155	Wyoming 016165	Wyoming 06284
Wyoming 016156	Wyoming 016166	Wyoming 06285
Wyoming 016157	Wyoming 016167	Wyoming 06286
Wyoming 016158	Wyoming 016168	Wyoming 028791
Wyoming 016159	Wyoming 06269	Wyoming 028792
Wyoming 016160	Wyoming 06270	Wyoming 028793
Wyoming 016161	Wyoming 06271	Wyoming 028794
Wyoming 016162	Wyoming 06281	

For the Land Office Manager

Arvin H. Olswold, Chief
Minerals Adjudication Unit

Enclosures 58

REQUEST FOR APPROVAL
IN FILE 1310+6-270

314783

RECORDED	OCT. 21 20 26 P.M.A.M.
IN BOOK	131 046 PAGE 149
FEES	8.00 COUNTY CLERK
SUBLETTE COUNTY, FINE DALE, WYOMING	

by Cynthia J. Griel

ASSIGNMENT OF OVERRIDING ROYALTY



This Assignment, made and entered into this the 30th day of June 1958, by and between Hondo Oil and Gas Company, hereinafter called Assignor, and Malco Refineries, Inc. of P. O. Box 660, Roswell, New Mexico, hereinafter called Assignee.

W-I-T-N-E-S-S-E-T-H:

That the undersigned Assignor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to Assignor in hand paid by said Assignee, the receipt whereof is hereby confessed and acknowledged, does hereby sell, assign, transfer and convey, without any warranty of title whatsoever either express or implied, unto said Assignee, its successors and assigns, an overriding royalty interest equal to Two per cent of the market value at the wells as produced of all the oil and gas which may be produced, saved and marketed from that certain Oil and Gas Lease made and entered into on the 1st day of June, 1951, by and between the United States, as Lessor, and Floyd H. Schroeder, as Lessee, bearing Wyoming Serial No. 06283, insofar and only insofar as said Oil and Gas Lease covers and affects the following described lands situated Sublette County, Wyoming, to-wit:

Township 30 North, Range 108 West, 6th P.M.
 Section 6: Lots 3, 4, 5, 6, 7, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$
 Section 7: Lots 1, 2, E $\frac{1}{2}$ NW $\frac{1}{4}$
 Township 31 North, Range 108 West, 6th P.M.
 Section 19: Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$
 Section 30: Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$
 Section 31: Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$

CERTIFIED
 to be a true and comparative copy
 of the official records on file

JUL 29 2004
Mary Scher
 BUREAU OF LAND MANAGEMENT

or any modifications, extensions or renewals thereof.

To Have and To Hold said overriding royalty interest unto said Assignee, its successors and assigns, forever.

Executed the day and year first hereinabove written.

ATTEST:

HONDO OIL AND GAS COMPANY

Secretary

By

President

STATE OF NEW MEXICO)
) ss
 COUNTY OF CHAVES)

On this 18th day of July, 1958, before me appeared Donald B. Anderson, to me personally known, who, being by me duly sworn, did say that he is President of Hondo Oil and Gas Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its board of directors, and said Donald B. Anderson acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires:

6-30-60

H. E. Dominguez
 Notary Public in and for County of
 Chaves, State of New Mexico

314784

RECORDED Oct. 21 2003 8:15A M
IN BOOK 131042 PAGE 150
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING

ASSIGNMENT OF OVERRIDING ROYALTY

by Cynthia J. Frick

This Assignment, made and entered into this the 25th day of July 19 57, by and between Hugo A. Anderson, Jr., Assignor, and Hondo Oil and Gas Company of Box 660, Roswell herein called Assignee, New Mexico

W-I-T-N-E-S-S-E-T-H:

That the undersigned Assignor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to Assignor in hand paid by said Assignee, the receipt whereof is hereby confessed and acknowledged, does hereby sell, assign, transfer and convey, without any warranty of title whatsoever either express or implied, unto said Assignee, its successors and assigns, an overriding royalty interest equal to One per cent of the market value at the wells as produced of all the oil and gas which may be produced, saved and marketed from that certain Oil and Gas Lease made and entered into on the 1st day of June, 19 51, by and between the United States, as Lessor, and Floyd H. Schroeder, as Lessee, bearing Wyoming Serial No. 06283, insofar and only insofar as said Oil and Gas Lease covers and affects the following described lands situated in Sublette County, Wyoming, to-wit:

Township 30 North, Range 108 West, 6th P.M.
Section 6: Lots 3, 4, 5, 6, 7, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$
Section 7: Lots 1, 2, E $\frac{1}{2}$ NW $\frac{1}{4}$
Township 31 North, Range 108 West, 6th P.M.
Section 19: Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$
Section 30: Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$
Section 31: Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$
or any modifications, extensions or renewals thereof.

To Have and To Hold said overriding royalty interest unto said Assignee, its successors and assigns, forever.

Executed the day and year first hereinabove written.

Hugo A. Anderson, Jr.

STATE OF New Mexico
COUNTY OF Chaves

On this 25th day of July, 19 57, before me personally appeared Hugo A. Anderson, Jr. to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

My Commission expires

July 28, 1958

Madeline R. Noble
Notary Public

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19 _____, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is _____ 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.

My Commission expires

Notary Public

512444

314785

76585

RECORDED Oct. 21 10 58:16 AM
IN BOOK 131040 PAGE 151
FEES 8.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING

ASSIGNMENT

By Lynthia G. Fried

KNOW ALL MEN BY THESE PRESENTS, That:

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

That certain oil and gas lease dated June 1, 1951 with the United States as Lessor and bearing Cheyenne, Wyoming Federal Land Office Serial Number Wyoming 06283 insofar as it pertains to the following described lands located in Sublette County, Wyoming:

Township 30 North, Range 108 West, 6th P.M.
Section 6: Lots 3, 4, 5, 6, 7, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{2}$ NW $\frac{1}{4}$
Section 7: Lots 1, 2, E $\frac{1}{2}$ NW $\frac{1}{4}$

Township 31 North, Range 108 West, 6th P.M.
Section 19: Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$
Section 30: Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$
Section 31: Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$

containing 1,112.94 acres,
more or less

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

EXECUTED this 7th day of August, 1964.

CONTINENTAL OIL COMPANY

By [Signature]
Attorney In Fact

STATE OF WYOMING

COUNTY OF NATRONA

ss

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

My commission expires April 26, 1965.

Witness my hand and official seal.

Assignment Approved Effective OCT 1 - 1964

[Signature]
Notary Public

LAND SURVEY COPY

CERTIFIED

to be a true and comparative copy of the official records on file

JUL 20 2004

BUREAU OF LAND MANAGEMENT

ASSIGNMENT and BILL OF SALE

314792

State: Wyoming
Counties: Sweetwater and Sublette

Assignor: Labarge Minerals, Inc.
PO Box 209
La Barge, WY 83123

Assignee: Synergy Operating, LLC
PO Box 5513
Farmington, NM 87499

Effective Date: August 1, 2005

RECORDED	<u>Oct 21</u>	20 <u>05</u>	<u>10:30 AM</u>
IN BOOK	<u>1310+6</u>	PAGE	<u>152</u>
FEES \$	<u>23.00</u>	COUNTY CLERK	
SUBLETTE COUNTY, WYOMING			

by Cynthia J. Friel

In consideration of Ten Dollars (\$ 10.00) and other good and valuable consideration paid to it, the receipt and sufficiency of which are hereby acknowledged, Assignor, named above, assigns, sells, and conveys to Assignee, named above, the following rights, title, and interests, all collectively referred to as the "Assets":

1. All of Assignor's interests in and to all of the Oil and Gas Leases (the "Leases"), and any renewals, extensions, or ratifications of the Leases, and the lands (the "Lands") covered by the Lease. The Leases and Lands are described in Exhibit "A" to this Assignment. Exhibit "A" is made a part of this Assignment for all purposes. The interests include leasehold or working interests and overriding royalty interests in the Leases (all of these interests being referred to in this Assignment as "Property Interests"). The Property Interests include all leasehold or working interests which Assignor may acquire after the date of this Assignment by the occurrence of conditions precedent which may not yet have occurred, as may be provided in instruments through which Assignor claims title to the Leases and Lands. Assignor's reservations are listed in paragraph 12.
2. All of Assignor's rights, title, and interests in and to all rights, privileges, benefits, and powers conferred on the holder of any Property Interests with respect to the use and occupation of the surface of Lands, and the subsurface depths, described in Exhibit "A," under the Lands covered by the Property Interests; all rights in any pooled or unitized acreage included, in whole or in part, within the Property Interests, including all oil and gas production from the pool or unit allocated to the Property Interests, whether voluntary or by government authority; all interest(s) in any wells within the unit or pool associated with the Property Interests, whether the unitized or pooled oil and gas production comes from wells located within or without the areas covered by the Property Interests; and, all tenements, hereditaments, and appurtenances belonging to the Property Interests. Assignor's reservations are listed in paragraph 12.
3. All of Assignor's rights, title, and interests in and to all permits, licenses, servitudes, easements, rights of way, orders, gas purchase and sale contracts, crude oil purchase and sale contracts, surface leases, farmin and farmout agreements, acreage contribution agreements,

operating agreements, unit agreements, processing agreements, options, leases of equipment or facilities, and other contracts, agreements, and rights which are owned by Assignor, in whole or in part, whether or not the same appear of record in the county where the Lands are located, and which are appurtenant to or affect the Property Interests or are used or held for use in connection with the ownership or operation of the Property Interests or with the production, treatment, or marketing of oil and/or gas, on the Property Interests, and the sale or disposal of water, hydrocarbons, or associated substances. Assignor's reservations are listed in paragraph 12.

4. All of Assignor's rights, title, and interests in and to all of the real, personal, and mixed property located on the Lands or used in operation of the Property Interests, which are owned by Assignor or by third persons on behalf of Assignor, in whole or in part, including without limitation, crude oil, condensate, or products in storage or in pipelines, wells, well equipment, casing, tanks, boilers, buildings, tubing, pumps, motors, valves, fixtures, machinery and other equipment, pipelines, gathering systems, power lines, telephone lines, roads, field processing plants, and all other improvements used in the operation of the Property Interests. Assignor's reservations are listed in paragraph 12.

5. Notwithstanding the specific description of the Property Interests in Exhibit "A" to this Assignment and notwithstanding the specific undivided interests in each Property which may be identified on Exhibit "A," this Assignment covers and includes and this paragraph shall operate as an additional grant to Assignee of all of Assignor's rights, title, and interests in and to all working or leasehold interests or overriding royalty interests in and under the Leases, unless specifically excepted and/or reserved by Assignor. Assignor's reservations are listed in paragraph 12.

6. All of Assignor's rights, title, and interests in all files, records, information, and data relating to the items described in paragraphs 1., 2., 3., and 4. above, including, without limitation, title records (including title opinions, abstracts, certificates of title and title curative documents), contracts, geological records, data and information, and production records, electric logs, and all related matters. Assignor's reservations are listed in paragraph 12.

7. To the extent transferable, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Property Interests against Assignor's predecessors in title to the Property Interests.

8. To the extent necessary to allow Assignee to have full use and access to the Lands, Assignor grants such rights of ingress and egress, rights of way and easements, and the full uninterrupted use of such rights of way and easements across any lands which Assignor may own or be the Lessee under an oil, gas, and mineral lease(s). This grant is limited to the rights of Assignor to grant such rights of ingress and egress, rights of way, and easements under agreements, deeds, or leases through which Assignor claims title.

9. Assignee acknowledges that Assignor has not made, AND ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE RELATING TO (i) TITLE TO OR THE CONDITION OF THE ASSETS (INCLUDING,

WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS) AND (ii) ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR (INCLUDING, WITHOUT LIMITATION, THE EXISTENCE OR EXTENT OF OIL, GAS OR OTHER MINERAL RESERVES, THE RECOVERABILITY OF OR THE COST OF RECOVERING ANY SUCH RESERVES, THE VALUE OF SUCH RESERVES, ANY PRODUCTION PRICING ASSUMPTION, PRESENT OR PAST PRODUCTION RATES, COMPLIANCE WITH LEASE TERMS, THE CONDITION OF ANY WELL, GAS BALANCING AND THE ABILITY TO SELL OIL OR GAS PRODUCTION). ASSIGNEE COVENANTS THAT ASSIGNEE HAS INSPECTED THE ASSETS AND ACCEPTS THE SAME "AS IS" AND "WHERE IS".

Assignor does hereby warrant title to the Leases against the claims of all persons claiming by, through, or under Assignor, but not otherwise, and only insofar as title is concerned.

10. Assignor hereby agrees to execute and provide any additional documents and/or releases, including Federal Bureau of Land Management documents, that may be required to perfect this Assignment to Assignee, if required, without material delay and without additional compensation.

11. Assignee hereby agrees, effective as of the Effective Date, to take the Assets subject to and to assume, perform, pay for and comply with all of the provisions, duties, liabilities and obligations (express or implied) that relate to or are attributable to the Assets, whether existing as of the Effective Date or later arising, including, but not limited to the obligations to properly and timely plug and abandon all wells now or hereafter appurtenant to the Leases and Lands to be assigned, and to properly and timely restore the surface of the Lands.

12. Labarge Minerals, Inc. hereby reserves an overriding royalty of 2.5% ORRI of 8/8ths in the oil, gas and other minerals produced and sold from the described lands free of any development, production, compression, processing, transportation, delivery or like costs excepting, however, taxes applicable to Assignor's share of production which are paid by Assignee. The overriding royalty reserved herein shall apply to any extensions or renewals of the leases assigned herein and shall be paid at the prevailing market price. At Assignor's option, Assignee shall deliver to the credit of Assignor, free of cost in the pipeline, Assignor's share of production. The overriding royalty interest reserved by this instrument shall be proportionately reduced based only on any tract participation factor affecting the subject lease and lands and pertaining to any participating area or tract within any unitized, communitized, or pooled area, including any enhanced recovery unit.

13. All ad valorem taxes, personal property taxes and similar obligations with respect to the Assets for the tax period in which the Effective Date occurs shall be apportioned as of the Effective Date between Assignor and Assignee. The gross products (ad valorem) and other production taxes on all production occurring prior to the Effective Date shall be paid by Assignee when due and shall be re-imbursed by Assignor, to the extent attributable to production prior to the Effective Date. Assignee shall file or cause to be filed all reports and returns incident

to such taxes required to be filed subsequent to the Effective Date and shall pay or cause to be paid to the taxing authorities all such taxes relating to the tax period in which the Effective Date occurs.

14. All of the provisions of this assignment shall be binding upon the respective successors, and assigns of the Assignor and Assignee herein.

This Assignment is signed by Assignor as of the date of acknowledgment of Assignor's signature below, but is effective for all purposes as of the Effective Date stated above.

Assignor:

Labarge Minerals, Inc.

Donald S. Yagou

Sept. 7, 2005
Date

Assignee:

Synergy Operating, LLC

Thomas E. Mullins

Thomas E. Mullins
Principal/Engineering Manager

OCTOBER 5, 2005
Date

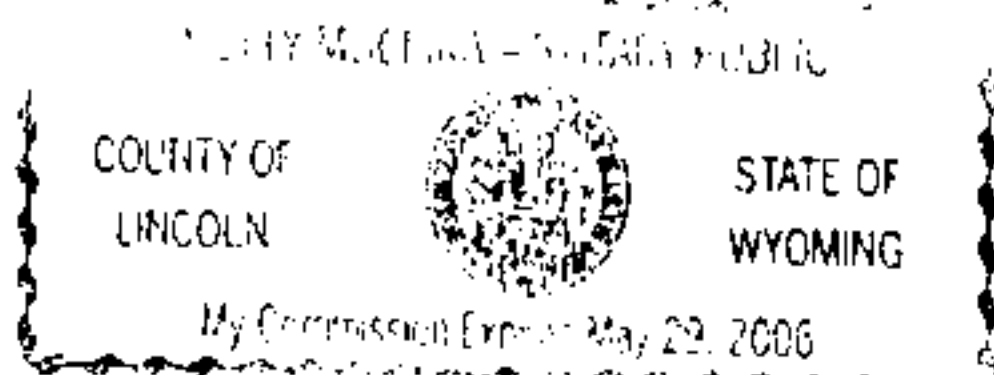
Acknowledgement

State of Wyoming

County of Lincoln

The foregoing instrument was sworn to and acknowledged before me by Donald D. Thayer for Labarge Minerals Corporation, this 7th day of September, 2005.

Witness my hand and official seal.



Betty Broecker
Notary Public

My Commission Expires:

MAY 29, 2007

Acknowledgement

State of New Mexico

County of San Juan

The foregoing instrument was sworn to and acknowledged before me by Thomas E. Mullins for Synergy Operating, LLC, this 5th day of October, 2005. ~~September~~

Witness my hand and official seal.

Jennifer Thomason
Notary Public

My Commission Expires:

July 25, 2007

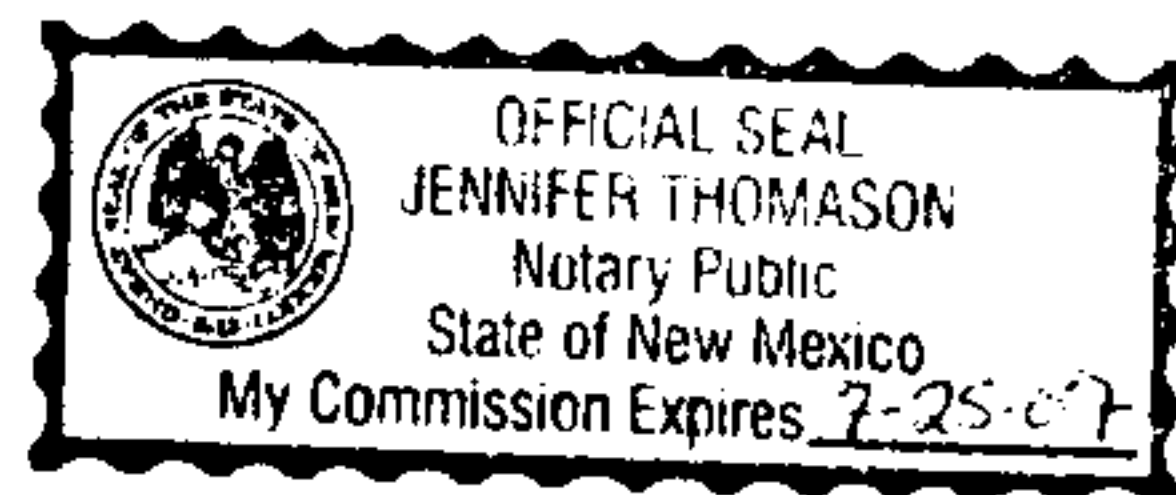


Exhibit "A"
 Made Part of the Assignment and Bill of Sale
 Between Synergy Operating, LLC and Labarge Minerals, Inc.

All Right, Title, and Interest to the wells, equipment, lands, leases, and property detailed below.

Well Name	#	Location	County	API #
ESPOSITO FEDERAL		40-29 29 28N 111W SUBLETTE		49035207590000
ROAD FEDERAL	40-15	40-15 15 26N 111W SWEETWATER		49037220940000

Specific Lease Description:

County, State: Sweetwater County, Wyoming

AO	Lease #	Lessor/Lessee	Lease Date	Description
GA	5101385	USA WYW-72845 Larry L. Hanson	10/01/1981	T26NR111W Sec 15: N2SE/4, N2, N2SW4 Sec 14: All
GA	5101386	USA WYW-91186	7/01/1976	T26NR111W Sec 15: S2SE/4, S2/SW4

USA WYW-77883
Township 28 North, Range 111 West
 Section 29: SE/4
 Sublette County, Wyoming

*** Labarge Minerals, Inc. reserves a 2.5% ORRI of 8/8ths on all wells, leases, and lands listed above.

09516 19.00



BOOK 1654 PAGE 456

FILED
Lincoln County, OK

OCT 07 2005 10:20 AM

Dale A. [Signature]
COUNTY CLERK

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

314812

CONVEYANCE
(LINCOLN)

RECORDED	OCT 21 2005 2:30 PM
IN BOOK	1310+6 PAGE 158
FEES	17.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING	

STATES OF OKLAHOMA
AND WYOMING

COUNTIES OF
LINCOLN(OK)
AND SUBLETTE (WY)

} KNOW ALL MEN BY THESE PRESENTS THAT:

This CONVEYANCE is dated to be effective as of August 1, 2005 for purposes of revenue distributions stemming from the properties listed herein (the "effective time"), and is by and between MADELINE LANG ISENHART OVERTURF and FRANK R. ISENHART, JR., as MANAGERS of ISENHART INVESTMENTS, L.L.C., whose address is 3006 Marilyn Road, Colorado Springs, CO 80909 (hereinafter referred to as "Grantor"), and NOBLE ROYALTIES, INC., whose address is 15601 North Dallas Parkway, Suite 900, Addison, TX 75001 (hereinafter referred to as "Grantee").

WHEREAS, reference is here made for all purposes to the instrument dated to be effective September 1, 1999 and entitled "CONVEYANCE", which instrument is recorded in Book 1413, Page 432 in the Conveyance Records of the County Clerk of Lincoln County, OK, and in Book 112, Page 449 in the Oil and Gas Records of the County Clerk of Sublette County, WY, from NOBLE ROYALTIES, INC., as Grantor, to the RUTH R. ISENHART REVOCABLE LIVING TRUST (2/28/96), covering certain royalty interests in and to the leases, lands and wells (the "Properties") located in the S/2NW Sec. 1-T15N-R2E, Lincoln County, OK, and in Sec. 11-T28N-R115W, Sublette County, WY, said Properties being more particularly described therein;

AND WHEREAS, by "General Indenture of Conveyance, Assignment and Transfer", the RUTH R. ISENHART REVOCABLE LIVING TRUST (2/28/96) conveyed all of its right, title and interest in and to the Properties to ISENHART INVESTMENTS, L.L.C.;

AND WHEREAS, GRANTOR desires to sell, assign and convey to GRANTEE as undivided .053125 interest in and to the Properties, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

CONTINUED

BOOK 1654 PAGE 457

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 an undivided .053125 interest in and to the Properties.

This conveyance is subject to, and the Properties herein assigned and conveyed shall bear their proportionate share of all the terms, provisions, reservations and obligations contained in this Conveyance, together with all interests and matter burdening the Properties which appear of record, or which are referenced of record, as of the Effective Time.

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 HEREFTER FURNISHED TO GRANTEE BY OR ON BEHALF OF GRANTOR, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (g) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE QUANTITY, QUALITY, CONDITION, SIZE, WEIGHT, SERVICEABILITY OR ANY OTHER ASPECT OF THE WELLS, WELL BORE HOLES, FIXTURES, PERSONAL PROPERTY OR EQUIPMENT, IF ANY, WHICH COMPRISE THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER, AND (h) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF BOTH GRANTOR AND 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 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

CITY OF L.A.

BOOK 1634 PAGE 453

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 9th day of August, 2005, but shall be effective as of the Effective Time first above written.

ISENHART INVESTMENTS, L.L.C.

Madeline Lang Isenhart Overturf
By: MADELINE LANG ISENHART OVERTURF
Title: Manager

Frank R. Isenhart, Jr.
By: FRANK R. ISENHART, JR.
Title: Manager

WITNESSE

STATE OF Colorado
COUNTY OF El Paso

BOOK **1664** PAGE **459**

This instrument was acknowledged before me on the 3 day of August, 2005, by MADELINE LANG ISENHART OVERTURF, as Manager of Isenhart Investments, L.L.C., and specifically for the purposes herein set forth.

SEAL

Dana Payne
Notary Public in and for
State of Colorado

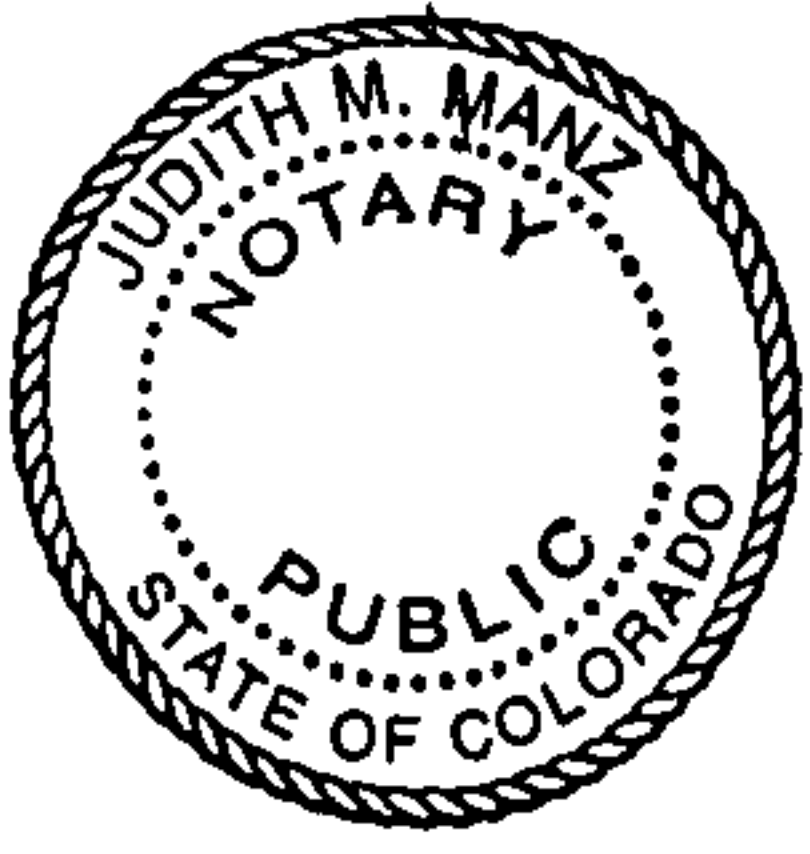
**My Commission
Expires 03/21/2009**

STATE OF Colorado
COUNTY OF Jefferson

This instrument was acknowledged before me on the 9th day of August, 2005, by FRANK R. ISENHART, JR., as Manager of Isenhart Investments, L.L.C., and specifically for the purposes herein set forth.

SEAL

Judith M. Manz
Notary Public in and for
State of Colorado



My Commission expires 3-10-08

RELEASE OF OIL AND GAS LEASE

THIS RELEASE of oil and gas lease is made and entered into this 17th day of October, 2005, by New Fork Energy, LLC, a Wyoming limited liability company, with an address of 280 Lester Drive, Rock Springs, Wyoming 82901, as lessee and operator of the Scott Well # 1 (hereinafter collectively called "Lessee").

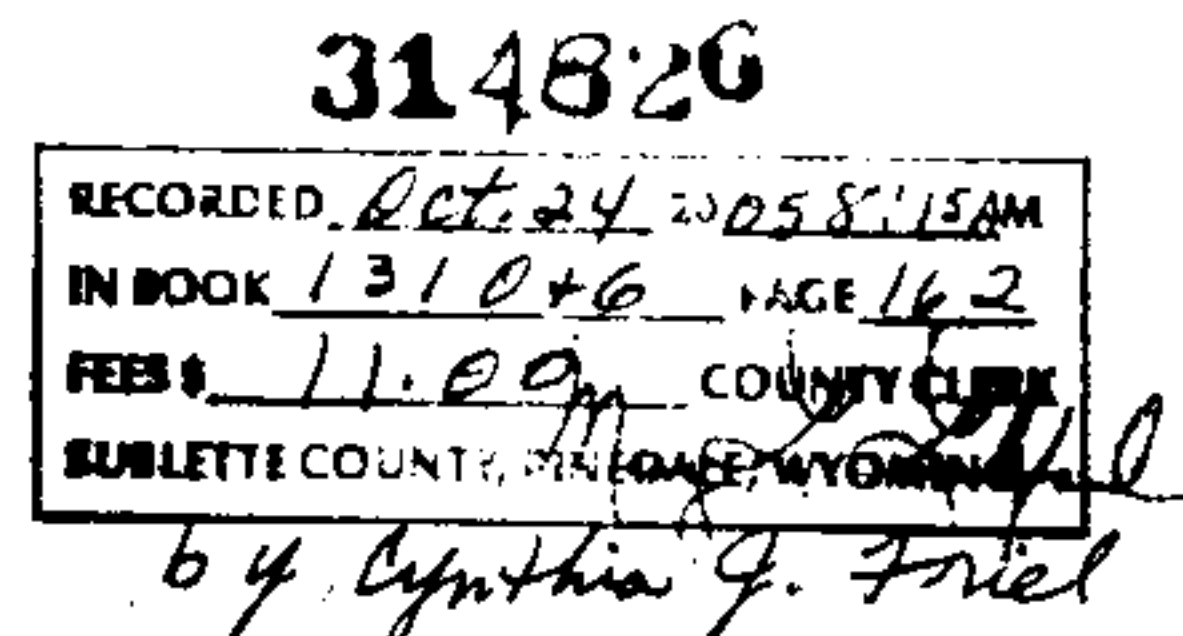
WITNESSETH:

WHEREAS, Lessee was the owner of an interest in that certain Oil and Gas Lease dated February 8, 1994, and recorded February 8, 1994, as instrument number 245231, in book 96 O&G, page 200 of the Sublette County, Wyoming records, by and between Peter S. Olson and Anne Olson as lessors, and Leonard Hay as lessee. (hereinafter "Oil and Gas Lease") pertaining to the following described lands:

Township 32 North, Range 108 West, 6th P.M.
Section 31: Lots 3, 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$

Township 31 North, Range 108 West, 6th P.M.
Section 6: Lots 3 and 4

All located in Sublette County, Wyoming and consisting of 260.0 gross acres, more or less.



WHEREAS, said Oil and Gas Lease was extended by that certain Letter Agreement of Extension by and between Lessors and Leonard Hay, recorded October 30, 1998 as instrument number 270040, in book 109 O&G, page 429 of the Sublette County, Wyoming records.

WHEREAS, New Fork Energy, LLC is the successor in interest to Leonard Hay pursuant to that Corrective Assignment of Oil and Gas Lease dated October 17, 2001 and recorded October 17, 2001 as instrument number 286891, in book 119 O&G, page 610 of the Sublette County, Wyoming records, and New Fork Energy, LLC is the operator of the Scott Well # 1.

WHEREAS, the primary term of said Oil and Gas Lease has expired, all extensions of said Oil and Gas Lease have expired, New Fork Energy, LLC failed to make any "shut-in royalty payments" as required by the Oil and Gas Lease and any extensions, and any and all lands and interest covered by the "shut-in royalty" provision of the Oil and Gas Lease has expired. New Fork Energy, LLC, as lessee and operator, is required by the terms of the Oil and Gas Lease and the Wyoming statutes to release the Oil and Gas Lease as to all lands.

NOW THEREFORE, New Fork Energy, LLC, as lessee and operator, releases, relinquishes, quitclaims and surrenders to Peter S. Olson and Anne Olson, husband and wife, their successors, heirs and assigns, all right, title, and interest in and to the Oil and Gas Lease, the Letter Agreement of Extension, and the Corrective Assignment of Oil and Gas Lease as to the above described lands.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

LESSEE and OPERATOR:
New Fork Energy, LLC

By: [Signature]
Its: Manager

ACKNOWLEDGEMENT

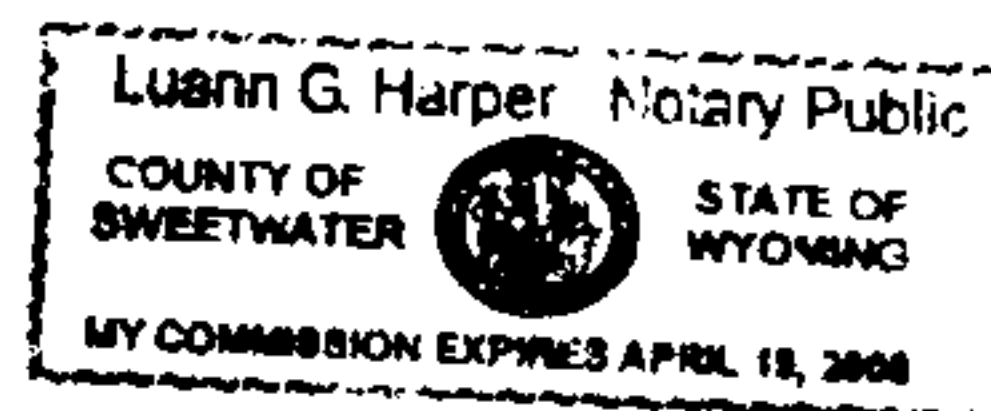
STATE OF WYOMING)
)ss.
COUNTY OF Sweetwater)

The foregoing RELEASE OF OIL AND GAS LEASE was executed and acknowledged personally before me this 17 day of October, 2005 by David Berg as Managing Partner of New Fork Energy, LLC and who acknowledged and represented he was signing on behalf of and for the benefit of New Fork Energy, LLC.

WITNESS my hand and official seal.

[Signature]
Notary Public

My Commission expires: April 19, 2008



MEMBER
PARCEL IDENTIFICATION
WORK ORDER
SEC. 29, T 38, R 113

GAS TRANSMISSION EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That the undersigned, **IMPERIAL ROCK SPRINGS, LLC**, P.O. Box 1257, Rock Springs, WY 82902 ("Grantor") for a good and valuable consideration the receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto Lower Valley Energy, Inc. a Wyoming Cooperative Utility Corporation, of Afton and Jackson, Wyoming and to its successors and assigns, ("Grantees"), a perpetual easement and right of way in, over, under, across, and through that property described on the Legal Description, Exhibit A, and shown on the Easement Sketch, Exhibit B, attached hereto and by this reference made a part hereof for the purpose, from time to time and at anytime in Grantee's reasonable discretion, to lay, locate, construct and maintain, inspect, repair, upgrade, alter or replace the gas transmission pipelines, regulator stations, related facilities and equipment of the Grantee to be constructed and maintained under, upon, through or across the land of Grantor or in which Grantor has an interest, in Section 29, Township 38 North, Range 113 West of the 6th Principal Meridian, Sublette County, State of Wyoming, being more particularly described in the deed of record in the Office of the Sublette County Clerk in Book 44, Page 60.

RIGHT-OF-WAY shall be as described on Exhibit A and as shown on Exhibit B, together with all necessary and reasonable rights of access, for ingress and egress, and to excavate and refill ditches and trenches for the gas utility pipeline, facilities and related equipment, for location, installation or maintenance, repair, upgrade, alteration and replacement of gas transmission pipeline, related facilities and equipment, or to cut, trim, spray herbicides, or remove trees, shrubbery, undergrowth or other obstructions that may interfere with the repair and maintenance of the pipeline, related equipment or facilities. In addition, Grantor grants to Grantee an additional temporary construction easement as described in Exhibit A and shown on Exhibit B. After construction and related clean up, the easement and right of way shall be limited to the permanent easement as described on Exhibit A. After construction of the gas transmission facilities Lower Valley Energy will conduct a legal survey of the facilities and prepare a new legal description that will be made a part hereof and incorporated herein by this reference.

Grantor reserves the right to improve, occupy and use this easement for all purposes not inconsistent with the easement grant. Grantor agrees that any gas utility pipes or valves, related equipment or facilities, installed on or under the described easement, shall remain the property of the Grantee removable in the sole discretion of the Grantee at the Grantee's expense.

The rights, conditions and provisions of this easement are assignable by Grantee and shall inure to the benefit of and be binding upon all parties, their heirs, executors, administrators, successors and assigns. Grantor shall compensate Grantee for any damages to Grantee's facilities caused by Grantor, including payment of Grantee's reasonable attorney fees, if action is undertaken by Grantee to enforce the commitments described in this easement. Each party shall have the remedy of specific performance regarding this easement.

The rights and obligations described in this easement shall be construed as a covenant running with the land. This is the entire agreement of the parties regarding this easement, except as may be set forth in writing after the date of this easement and signed by the parties. Grantor hereby releases and waives all rights by virtue of the Homestead Exemption Laws of Wyoming (applies for married individuals).

WITNESS the Hand of the Grantor, this 9th day of Sept, 2005.

Signature line: Patricia Anselmi
By: **PATRICIA ANSELM**
Its: **MANAGING MEMBER**

STATE OF Wyoming

COUNTY OF Sublette

The foregoing instrument was acknowledged before me by Patricia Anselmi, affirming proper authority as the managing member of the IRC, this 9 day of Sept, 2005.

(Seal)

Witness my hand and official seal.

[Signature]
Notary Public

314927

My commission expires:

1-31-09

RECORDED	<u>Oct. 29</u>	20 <u>05</u>	8:15AM
IN BOOK	<u>1310+6</u>	PAGE	<u>164</u>
FEES \$	<u>17.00</u>	COUNTY CLERK	
SUBLETTE COUNTY, PINDEALE, WYOMING			

by Cynthia J. Friel

145

EXHIBIT A

ROW Description
Parcel S-340
Imperial Rock Springs, LLC
38-13-29-20-0-02-300
Sublette County, Wyoming

A **20-foot gas transmission easement** located in the NW1/4 of Section 29, Township 38 North, Range 113 West of the 6th Principal Meridian, Sublette County, Wyoming and being a portion of that parcel of land described in Book 44, Page 60, records of Sublette County and more particularly described as follows:

That 20-foot wide strip of land lying southwesterly of and adjacent to the southwesterly right-of-way line of U.S. Highway 189. The sidelines of said 20-foot gas transmission easement to begin on the south line of said parcel of land belonging to Imperial Rock Springs, LLC and to terminate on the north line of said parcel of land belonging to Imperial Rock Springs, LLC.

This description of said 20-foot gas transmission easement contains 0.4 acres more or less.

Together with a temporary 30-foot construction easement, the northeasterly line of which is the southwesterly line of said 20-foot gas transmission easement. The sidelines of said 30-foot temporary construction easement to begin on the south line of said parcel of land belonging to Imperial Rock Springs, LLC to terminate on the north line of said parcel of land belonging to Imperial Rock Springs, LLC.

This description was written without benefit of a survey from records in the Office of the Sublette County Clerk. The described lands are depicted on the attached sketch labeled as "EXHIBIT B", and attached to this agreement.

"EXHIBIT B"



PROPERTY & SECTION LINE
 BASED ON 2000 AERIAL PHOTO
 NOT REPLICATED FROM

LEGEND

PERM. R.O.W.
TEMP. R.O.W.	-----
PROPERTY LINE
SECTION LINE	_____
HIGHWAY R.O.W.



EASEMENT SKETCH
 SUBLETTE CO., WY

ISSUED:
 08/15/05

PIDN 38132920002300
 PERM. ACREAGE TEMP. ACREAGE
 TOTAL = 0.39 TOTAL = 0.59
 TOTAL LENGTH = 859.1 ft

S-340
 IMPERIAL ROCK SPRINGS LLC
 PIDN 38132920002300

EXHIBIT C

Parcel S-340
Sublette County, Wyoming

Imperial Rock Springs, LLC Managing Member Patricia Anselmi would like a free natural gas hookup to her existing residence located West of the subject property, in lieu of cash compensation.

GAS TRANSMISSION EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That the undersigned, acting for and on behalf of the **HAFEY INVESTMENTS, LLC**, 940 McKinley, Rock Springs, WY 82901, ("Grantor") for a good and valuable consideration the receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto Lower Valley Energy, Inc. a Wyoming Cooperative Utility Corporation, of Afton and Jackson, Wyoming and to its successors and assigns, ("Grantees"), a perpetual easement and right of way in, over, under, across, and through that property described on the Legal Description, Exhibit A, and shown on the Easement Sketch, Exhibit B, attached hereto and by this reference made a part hereof for the purpose, from time to time and at anytime in Grantee's reasonable discretion, to lay, locate, construct and maintain, inspect, repair, upgrade, alter or replace the gas transmission pipelines, regulator stations, related facilities and equipment of the Grantee to be constructed and maintained under, upon, through or across the land of Grantor or in which Grantor has an interest, in Section 4, Township 37 North, Range 113 West of the 6th Principal Meridian, Sublette County, State of Wyoming being more particularly described in the deed of record in the Office of the Sublette County Clerk in Book 45, Page 59.

RIGHT-OF-WAY shall be as described on Exhibit A and as shown on Exhibit B, together with all necessary and reasonable rights of access, for ingress and egress, and to excavate and refill ditches and trenches for the gas utility pipeline, facilities and related equipment, for location, installation or maintenance, repair, upgrade, alteration and replacement of gas transmission pipeline, related facilities and equipment, or to cut, trim, spray herbicides, or remove trees, shrubbery, undergrowth or other obstructions that may interfere with the repair and maintenance of the pipeline, related equipment or facilities. In addition, Grantor grants to Grantee an additional temporary construction easement as described in Exhibit A and shown on Exhibit B. After construction and related clean up, the easement and right of way shall be limited to the permanent easement as described on Exhibit A. After construction of the gas transmission facilities Lower Valley Energy will conduct a legal survey of the facilities and prepare a new legal description that will be made a part hereof and incorporated herein by this reference.

Grantor reserves the right to improve, occupy and use this easement for all purposes not inconsistent with the easement grant. Grantor agrees that any gas utility pipes or valves, related equipment or facilities, installed on or under the described easement, shall remain the property of the Grantee removable in the sole discretion of the Grantee at the Grantee's expense.

The rights, conditions and provisions of this easement are assignable by Grantee and shall inure to the benefit of and be binding upon all parties, their heirs, executors, administrators, successors and assigns. Grantor shall compensate Grantee for any damages to Grantee's facilities caused by Grantor, including payment of Grantee's reasonable attorney fees, if action is undertaken by Grantee to enforce the commitments described in this easement. Each party shall have the remedy of specific performance regarding this easement.

The rights and obligations described in this easement shall be construed as a covenant running with the land. This is the entire agreement of the parties regarding this easement, except as may be set forth in writing after the date of this easement and signed by the parties. Grantor hereby releases and waives all rights by virtue of the Homestead Exemption Laws of Wyoming (applies for married individuals).

WITNESS the Hand of the Grantor, this 5th day of Oct, 2005.

HAFEY INVESTMENTS, LLC

Signature line: [Signature]

By: Hafey Investments, LLC

Its: Witness

STATE OF Wyoming

COUNTY OF Sweetwater

The foregoing instrument was acknowledged before me by Joe Giovale, affirming proper authority as the Manager of the Hafey Investments, this 5th day of October, 2005.

ANNE M. BUDALAZY - NOTARY PUBLIC

(Seal) [Seal] Witness my hand and official seal.

SWORN TO BY [Signature] WYOMING

Anne M. Budalazy Notary Public

314928

My commission expires: 11-5-06

RECORDED	<u>Oct. 28</u>	2005	8:30 AM
IN BOOK	<u>131</u>	<u>0 + 6</u>	PAGE <u>168</u>
FEES \$	<u>14.00</u>	COUNTY CLERK	
SUBLETTE COUNTY, WYOMING			

bu anthia G. Frisco

EXHIBIT A

ROW Description
Parcel S-210
Hafey Investments, LLC
37-13-04-40-0-01-800
Sublette County, Wyoming

A 20-foot gas transmission easement located in the E1/2 of Section 4, Township 37 North, Range 113 West of the 6th Principal Meridian, Sublette County, Wyoming and being a portion of that parcel of land described in Book 45, Page 59, records of Sublette County and more particularly described as follows:

That 20 foot wide strip of land lying southwesterly of and adjacent to the southwesterly right-of-way line of U.S. Highway 189. The sidelines of said 20-foot gas transmission easement to begin on the southeasterly line of said parcel of land belonging to Hafey Investments, LLC and to terminate on the north line of said parcel of land belonging to Hafey Investments, LLC.

This description of said 20-foot gas transmission easement contains 0.2 acres more or less.

Together with a temporary 30-foot construction easement, the northeasterly line of which is the southwesterly line of said 20-foot gas transmission easement. The sidelines of said 30-foot temporary construction easement to begin on the southeasterly line of said parcel of land belonging to Hafey Investments, LLC and to terminate on the north line of said parcel of land belonging to Hafey Investments, LLC.

This description was written without benefit of a survey from records in the Office of the Sublette County Clerk. The described lands are depicted on the attached sketch labeled as "EXHIBIT B", and attached to this agreement.

"EXHIBIT B"



EASEMENT SKETCH SUBLETTE CO., WY	ISSUED: 02/01/05	PIDN 37130440001800 PERM. ACREAGE TEMP. ACREAGE TOTAL= 0.23 TOTAL= 0.36 TOTAL LENGTH = 506.7 ft	S-210 HAFEY INVESTMENTS, LLC PIDN 37130440001800
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171
MEMBER
PARCEL IDENTIFICATION
WORK ORDER
SEC. 14, T 37, R 113

GAS TRANSMISSION EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That the undersigned, acting for and on behalf of the **HAFEY INVESTMENTS, LLC**, 742 "D" Street, Rock Springs, WY 82901, ("Grantor") for a good and valuable consideration the receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto Lower Valley Energy, Inc. a Wyoming Cooperative Utility Corporation, of Afton and Jackson, Wyoming and to its successors and assigns, ("Grantees"), a perpetual easement and right of way in, over, under, across, and through that property described on the Legal Description, Exhibit A, and shown on the Easement Sketch, Exhibit B, attached hereto and by this reference made a part hereof for the purpose, from time to time and at anytime in Grantee's reasonable discretion, to lay, locate, construct and maintain, inspect, repair, upgrade, alter or replace the gas transmission pipelines, regulator stations, related facilities and equipment of the Grantee to be constructed and maintained under, upon, through or across the land of Grantor or in which Grantor has an interest, in Section 14, Township 37 North, Range 113 West of the 6th Principal Meridian, Sublette County, State of Wyoming, being more particularly described in the deed of record in the Office of the Sublette County Clerk in Book 45, Page 58.

RIGHT-OF-WAY shall be as described on Exhibit A and as shown on Exhibit B, together with all necessary and reasonable rights of access, for ingress and egress, and to excavate and refill ditches and trenches for the gas utility pipeline, facilities and related equipment, for location, installation or maintenance, repair, upgrade, alteration and replacement of gas transmission pipeline, related facilities and equipment, or to cut, trim, spray herbicides, or remove trees, shrubbery, undergrowth or other obstructions that may interfere with the repair and maintenance of the pipeline, related equipment or facilities. In addition, Grantor grants to Grantee an additional temporary construction easement as described in Exhibit A and shown on Exhibit B. After construction and related clean up, the easement and right of way shall be limited to the permanent easement as described on Exhibit A. After construction of the gas transmission facilities Lower Valley Energy will conduct a legal survey of the facilities and prepare a new legal description that will be made a part hereof and incorporated herein by this reference.

Grantor reserves the right to improve, occupy and use this easement for all purposes not inconsistent with the easement grant. Grantor agrees that any gas utility pipes or valves, related equipment or facilities, installed on or under the described easement, shall remain the property of the Grantee removable in the sole discretion of the Grantee at the Grantee's expense.

The rights, conditions and provisions of this easement are assignable by Grantee and shall inure to the benefit of and be binding upon all parties, their heirs, executors, administrators, successors and assigns. Grantor shall compensate Grantee for any damages to Grantee's facilities caused by Grantor, including payment of Grantee's reasonable attorney fees, if action is undertaken by Grantee to enforce the commitments described in this easement. Each party shall have the remedy of specific performance regarding this easement.

The rights and obligations described in this easement shall be construed as a covenant running with the land. This is the entire agreement of the parties regarding this easement, except as may be set forth in writing after the date of this easement and signed by the parties. Grantor hereby releases and waives all rights by virtue of the Homestead Exemption Laws of Wyoming (applies for married individuals).

WITNESS the Hand of the Grantor, this 5th day of Oct, 2005.

HAFEY INVESTMENTS, LLC

Signature line: [Signature]

By: Hafey Investments LLC

Its: [Signature]

STATE OF Wyoming

COUNTY OF Sweetwater

The foregoing instrument was acknowledged before me by Joseph Giovinetti affirming proper authority as the Manager of the Hafey Investments LLC this 5th day of Oct, 2005.

(Seal)

Witness my hand and official seal.

ANNIE M. BUDALAZY - NOTARY PUBLIC

COUNTY OF
SWEETWATER

STATE OF
WYOMING

Annie M. Budalazy
Notary Public

314929

My commission expires 12-06-06

RECORDED Oct. 28 2005 8:30AM
IN BOOK 1310+6 PAGE 171
FEES \$ 14.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
[Signature]

by Cynthia J. Friel

EXHIBIT A

ROW Description
Parcel S-120
Hafey Investments, LLC
37-13-14-30-0-01-700
Sublette County, Wyoming

A 20-foot gas transmission easement located in the W1/2 SE1/4 SW1/4 of Section 14, Township 37 North, Range 113 West of the 6th Principal Meridian, Sublette County, Wyoming and being a portion of that parcel of land described in Book 45, Page 58, records of Sublette County and more particularly described as follows:

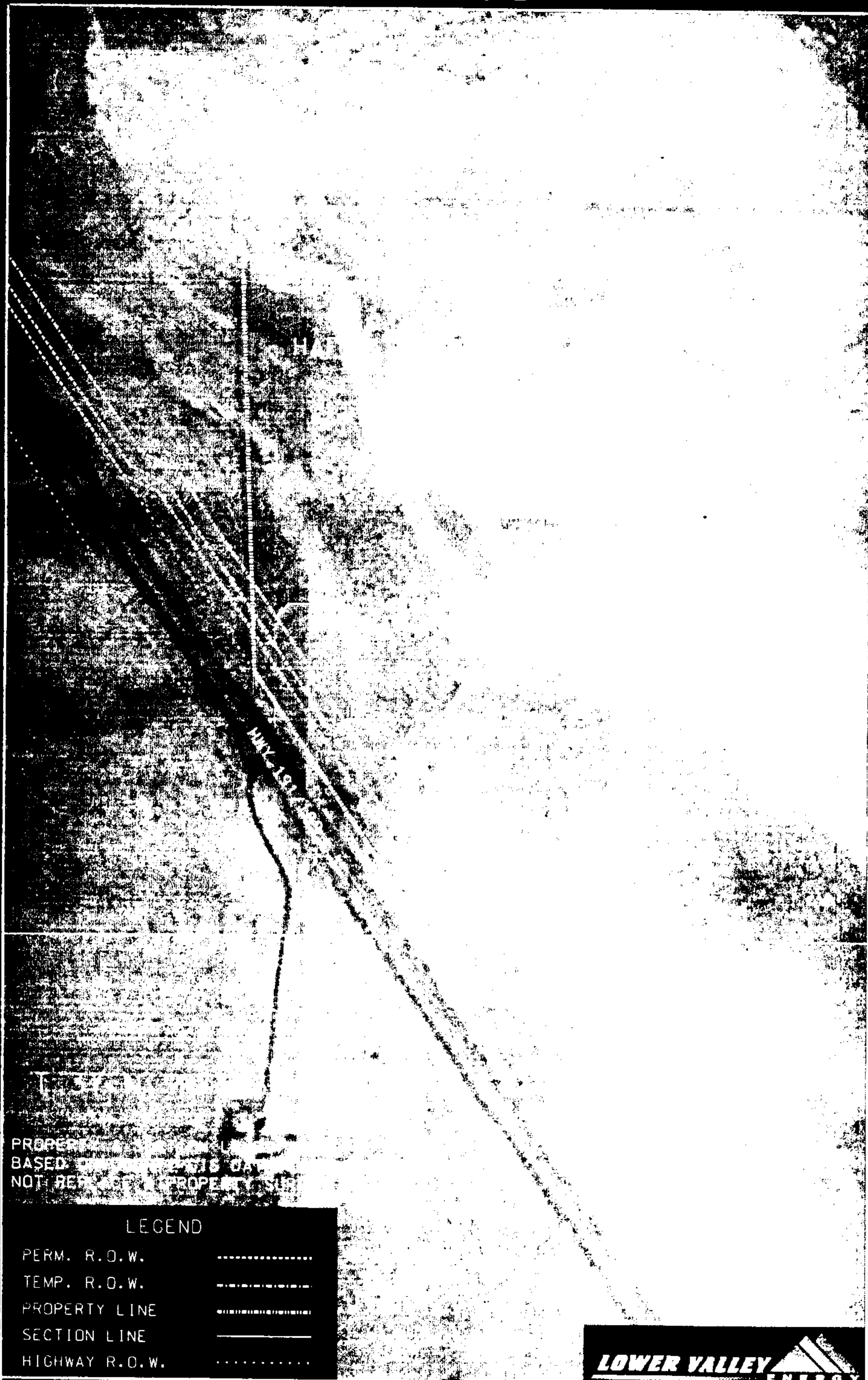
That 20-foot wide strip of land lying northeasterly of and adjacent to the northeasterly right-of-way line of U.S. Highway 189. The sidelines of said 20-foot gas transmission easement to begin on the south line of said parcel of land belonging to Hafey Investments, LLC and to terminate on the west line of said parcel of land belonging to Hafey Investments, LLC.

This description of said 20-foot gas transmission easement contains 0.3 acres more or less.

Together with a temporary 30-foot construction easement, the southwesterly line of which is the northeasterly line of said 20-foot gas transmission easement. The sidelines of said 30-foot temporary construction easement to begin on the south line of said parcel of land belonging to Hafey Investments, LLC and to terminate on the west line of said parcel of land belonging to Hafey Investments, LLC.

This description was written without benefit of a survey from records in the Office of the Sublette County Clerk. The described lands are depicted on the attached sketch labeled as "EXHIBIT B", and attached to this agreement.

"EXHIBIT B"



EASEMENT SKETCH
 SUBLETTE CO., WY

ISSUED:
 02/03/05

PIDN 37131430001700
 PERM. ACREAGE TEMP. ACREAGE
 TOTAL = 0.31 TOTAL = 0.50
 TOTAL LENGTH = 686.4ft

S-120
 HAFEY INVESTMENTS, LLC
 PIDN 37131430001700

MEMBER
PARCEL IDENTIFICATION
WORK ORDER
SEC. 23, T. 37, R. 113

GAS TRANSMISSION EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That the undersigned, **HELEN Y. HAFEY**, 123 Broadway, Rock Springs, WY 82901, ("Grantor") for a good and valuable consideration the receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto Lower Valley Energy, Inc. a Wyoming Cooperative Utility Corporation, of Afton and Jackson, Wyoming and to its successors and assigns, ("Grantees"), a perpetual easement and right of way in, over, under, across, and through that property described on the Legal Description, Exhibit A, and shown on the Easement Sketch, Exhibit B, attached hereto and by this reference made a part hereof for the purpose, from time to time and at anytime in Grantee's reasonable discretion, to lay, locate, construct and maintain, inspect, repair, upgrade, alter or replace the gas transmission pipelines, regulator stations, related facilities and equipment of the Grantee to be constructed and maintained under, upon, through or across the land of Grantor or in which Grantor has an interest, in Section 23, Township 37 North, Range 113 West of the 6th Principal Meridian, Sublette County, State of Wyoming, being more particularly described in the deed of record in the Office of the Sublette County Clerk in Book 34, Page 364.

RIGHT-OF-WAY shall be as described on Exhibit A and as shown on Exhibit B, together with all necessary and reasonable rights of access, for ingress and egress, and to excavate and refill ditches and trenches for the gas utility pipeline, facilities and related equipment, for location, installation or maintenance, repair, upgrade, alteration and replacement of gas transmission pipeline, related facilities and equipment, or to cut, trim, spray herbicides, or remove trees, shrubbery, undergrowth or other obstructions that may interfere with the repair and maintenance of the pipeline, related equipment or facilities. In addition, Grantor grants to Grantee an additional temporary construction easement as described in Exhibit A and shown on Exhibit B. After construction and related clean up, the easement and right of way shall be limited to the permanent easement as described on Exhibit A. After construction of the gas transmission facilities Lower Valley Energy will conduct a legal survey of the facilities and prepare a new legal description that will be made a part hereof and incorporated herein by this reference.

Grantor reserves the right to improve, occupy and use this easement for all purposes not inconsistent with the easement grant. Grantor agrees that any gas utility pipes or valves, related equipment or facilities, installed on or under the described easement, shall remain the property of the Grantee removable in the sole discretion of the Grantee at the Grantee's expense.

The rights, conditions and provisions of this easement are assignable by Grantee and shall inure to the benefit of and be binding upon all parties, their heirs, executors, administrators, successors and assigns. Grantor shall compensate Grantee for any damages to Grantee's facilities caused by Grantor, including payment of Grantee's reasonable attorney fees, if action is undertaken by Grantee to enforce the commitments described in this easement. Each party shall have the remedy of specific performance regarding this easement.

The rights and obligations described in this easement shall be construed as a covenant running with the land. This is the entire agreement of the parties regarding this easement, except as may be set forth in writing after the date of this easement and signed by the parties. Grantor hereby releases and waives all rights by virtue of the Homestead Exemption Laws of Wyoming (applies for married individuals).

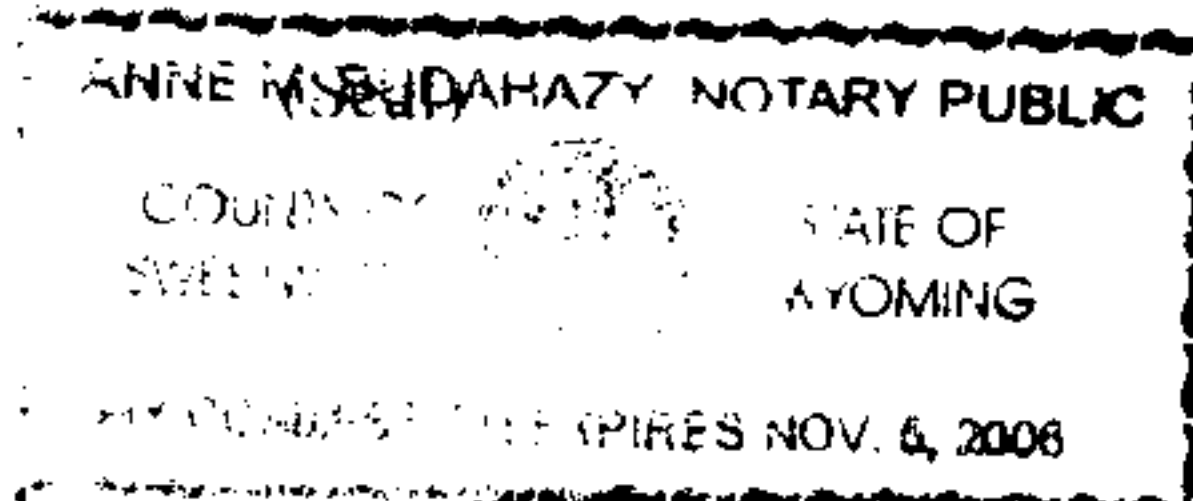
WITNESS the Hand of the Grantor, this 5th day of October, 2005.

Signature line: Helen Y. Hafey
By: **HELEN Y. HAFEY**

STATE OF Wyoming

COUNTY OF Sweetwater

The foregoing instrument was acknowledged before me by Helen Hafey, affirming proper authority as the Trustee of the Helen Hafey Trust, this 5th day of Oct, 2005.



Witness my hand and official seal.

Anne M. Budlary
Notary Public

314930

My commission expires: 11-5-06

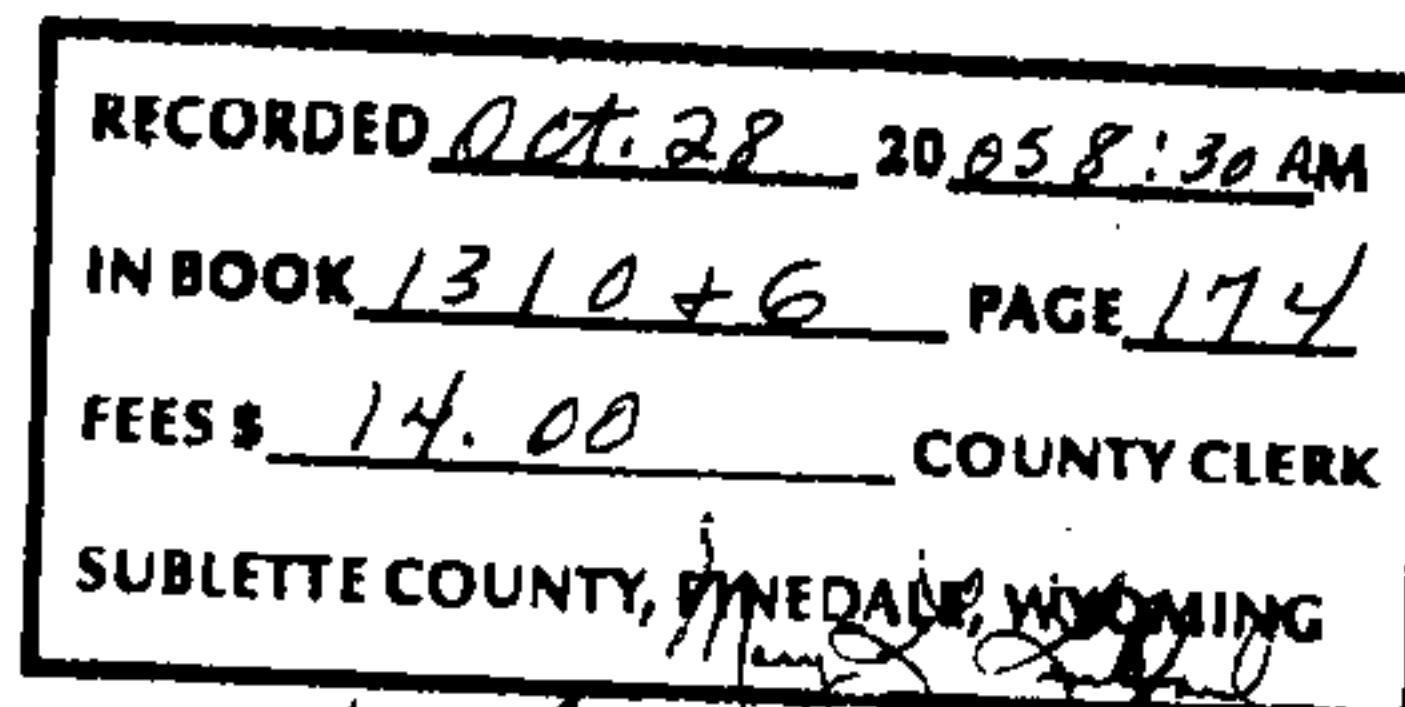


EXHIBIT A

ROW Description
Parcel S-110
Helen Y. Hafey
37-13-14-30-0-01-000
Sublette County, Wyoming

A 20-foot gas transmission easement located in the NE1/4 NW1/4 of Section 23, Township 37 North, Range 113 West of the 6th Principal Meridian, Sublette County, Wyoming and being a portion of that parcel of land described in Book 34, Page 364, records of Sublette County and more particularly described as follows:

That 20-foot wide strip of land lying northeasterly of and adjacent to the northeasterly right-of-way line of U.S. Highway 189. The sidelines of said 20-foot gas transmission easement to be extended or shortened to meet at angle points and to begin on the east line of said parcel of land belonging to Helen Y. Hafey and to terminate on the west line of said parcel of land belonging to Helen Y. Hafey.

This description of said 20-foot gas transmission easement contains 1 acre more or less.

Together with a temporary 30-foot construction easement, the southwesterly line of which is the northeasterly line of said 20-foot gas transmission easement. The sidelines of said 30-foot temporary construction easement to be extended or shortened to meet at angle points and to begin on the east line of said parcel of land belonging to Helen Y. Hafey and to terminate on the west line of said parcel of land belonging to Helen Y. Hafey.

This description was written without benefit of a survey from records in the Office of the Sublette County Clerk. The described lands are depicted on the attached sketch labeled as "EXHIBIT B", and attached to this agreement.

"EXHIBIT B"



PROPOSED
BASE
NOT AERIAL

LEGEND

PERM. R.O.W.	-----
TEMP. R.O.W.	-----
PROPERTY LINE	=====
SECTION LINE	-----
HIGHWAY R.O.W.	-----



EASEMENT SKETCH
BOULETTE CO., WY

ISSUED:
02/03/05

PIDN 37131430001000
PERM. ACREAGE TEMP. ACREAGE
TOTAL = 0.74 TOTAL = 1.11
TOTAL LENGTH = 1613.4ft

S-110
HELEN Y. HAFEY, TRUSTEE
PIDN 37131430001000

314950

CONVEYANCE
(PINEDALE PROPERTIES)

RECORDED	06.28	2015 3:45 PM
IN BOOK	1310+6	PAGE 177
FEES \$	14.00	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING		

STATE OF WYOMING §
COUNTY OF SUBLETTE §

KNOW ALL MEN BY THESE PRESENTS THAT:

This Conveyance ("this conveyance") is dated to be effective as of November 1, 2005, at 7:00 A.M., Mountain Standard Time (the "Effective Time") and is by and between KENNETH W. USHER, ("Usher"), whose address is 4645 MOCKINGBIRD LANE, DALLAS, TX 75209, and

REHSU PARTNERS, LTD., a Texas limited partnership ("Participant"), whose address is 4645 MOCKINGBIRD LANE, DALLAS, TX 75209.

WHEREAS,

- (A) Reference is here made for all purposes to that certain instrument entitled "Assignment of Overriding Royalty Interests" recorded in Book 126, Page 166, O & G Records, Sublette County, Wyoming, and re-recorded in Book 126, Page 181 of such records, from Patricia Granger Hughes, Individually and as Conservator for Alexander Drake Hughes, Marcus Garrett Hughes and Lea Rachael Hughes, to NOBLE ROYALTIES, INC., a Texas Corporation ("Noble"), covering certain overriding royalty interests in and to the leases, lands and/or wells more particularly described and/or referred to therein, which instrument is hereinafter referred to as the "Assignment", a copy of which Assignment has been delivered by Noble to Usher, and through Usher to Participant;
- (B) All of the overriding royalty interests in and to all of the leases, lands and wells which are described in and covered by the Assignment are hereinafter referred to collectively as the "Interests"; and
- (C) Usher desires to sell, assign and convey to Participant his undivided .00197674 interest in and to the Interests, subject to the remaining terms and provisions contained herein, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the mutual benefits to be derived herefrom 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, Usher does hereby BARGAIN, SELL, TRANSFER, ASSIGN and CONVEY unto Participant, Participant's heirs, successors and/or assigns, all of Usher's undivided .00197674 interest in and to the Interests.

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

This conveyance is being executed pursuant to, and is subject to the terms and provisions of, that certain Participation Agreement previously executed by and between Noble and Usher, as Participant therein, reference to which is here made for all purposes.

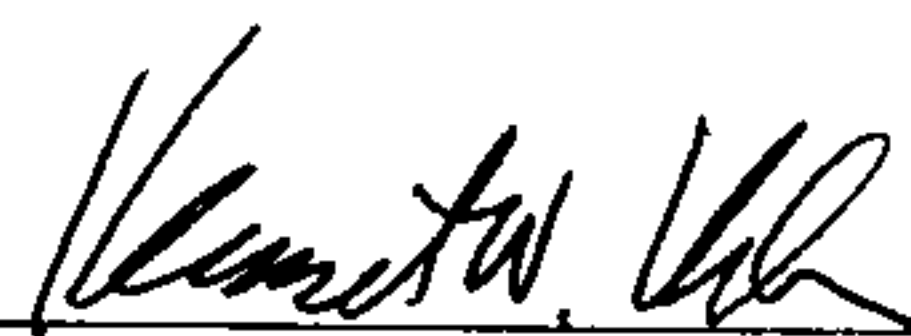
Notwithstanding anything contained herein to the contrary, Usher and Participant do hereby UNDERSTAND, ACKNOWLEDGE and AGREE as follows:

1. NOBLE HAS NOT MADE, AND PARTICIPANT HEREBY EXPRESSLY WAIVES ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO (a) THE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREFTER FURNISHED TO USHER OR PARTICIPANT BY OR ON BEHALF OF NOBLE, (b) THE ACCURACY OF ANY DATA OR RECORDS CONCERNING THE QUALITY OR QUANTITY OF OIL, GAS OR OTHER HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, (c) THE ENVIRONMENTAL CONDITION OF THE INTERESTS, (d) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, (e) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (f) ANY STATUTORY, EXPRESS OR IMPLIED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (g) ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW. IT IS THE EXPRESS INTENTION OF NOBLE, USHER AND PARTICIPANT THAT THE UNDIVIDED INTEREST IN AND TO THE INTERESTS BEING CONVEYED HEREUNDER IS HEREBY CONVEYED TO PARTICIPANT IN ITS PRESENT CONDITION AND STATE OF REPAIR "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS", THAT WITH RESPECT TO SUCH MATTERS PARTICIPANT IS RELYING SOLELY UPON ITS OWN INVESTIGATION AND THAT AS OF THE ACCEPTANCE OF DELIVERY OF THIS CONVEYANCE PARTICIPANT WILL HAVE MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS PARTICIPANT DEEMS NECESSARY, ADVISABLE OR APPROPRIATE. PARTICIPANT REPRESENTS AND AGREES THAT THIS PROVISION HAS BEEN NEGOTIATED AT ARMS LENGTH AND THAT THE PURCHASE PRICE REFLECTS THE INCLUSION OF THIS PROVISION. NOBLE, USHER AND PARTICIPANT AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED HEREIN ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.
2. Unless and until Participant shall cause a notice, certificate, affidavit or other instrument to be filed for record in the county or counties in which the Interests are located, Noble shall have the right and Participant does hereby direct and authorize Noble to collect and receive direct from any entity purchasing the oil, gas or other hydrocarbons produced, saved, sold and/or marketed from and/or attributable to the Interests (or any other purchaser of such production) all of Participant's interest in the proceeds from the sales of same. Noble shall receive such proceeds as the Agent for Participant and, after

deducting therefrom all sums due and owing by Participant to Noble, if any, remit the balance of said proceeds, if any, to Participant, such remittance to be by Noble's check forwarded or mailed to Participant; provided, however, that no third party purchaser of production shall be required to see the application by Noble of any proceeds paid to Noble hereunder and such third party purchaser shall have no liability to Participant or anyone claiming by, through or under Participant by reason of the payment of such proceeds to Noble as herein provided unless and until such third party purchaser shall have received a recorded copy of the above-referenced notice, certificate, affidavit or other instrument. Nothing contained herein shall be deemed a transfer of title to Participant's share of the proceeds herein described and, to the extent the proceeds received by Noble for Participant's account exceed the amounts then due by Participant to Noble as described above, if any, such proceeds shall remain the property of Participant until paid over by Noble to Participant. Noble shall have the right to commingle proceeds received by it with other similar proceeds received by Noble. Notwithstanding anything contained in this provision to the contrary, the terms and provisions of this provision shall not create a fiduciary relationship, or any other relationship, whether legal or quasi-legal, whereby Noble can be held liable for breach of such relationship.

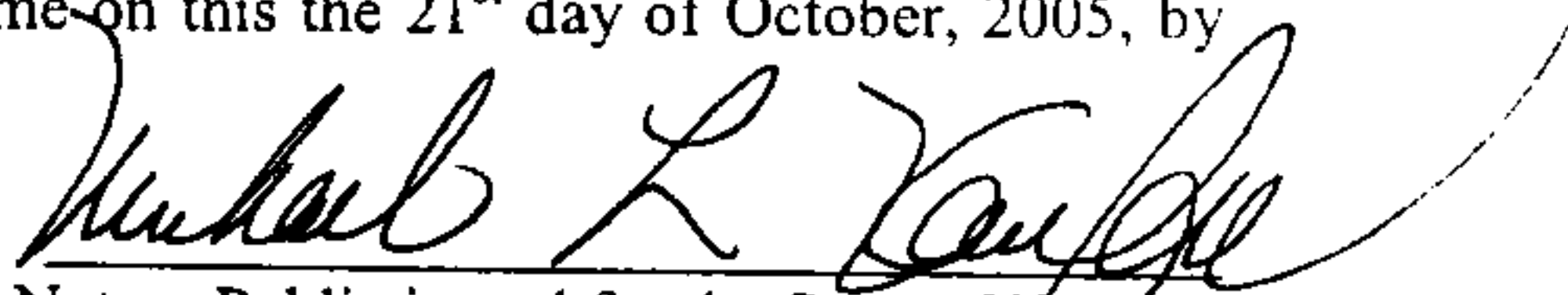
3. The terms and provisions of this conveyance shall extend to, be binding upon and shall inure to the benefit of the parties hereto, their respective heirs or successors and assigns.

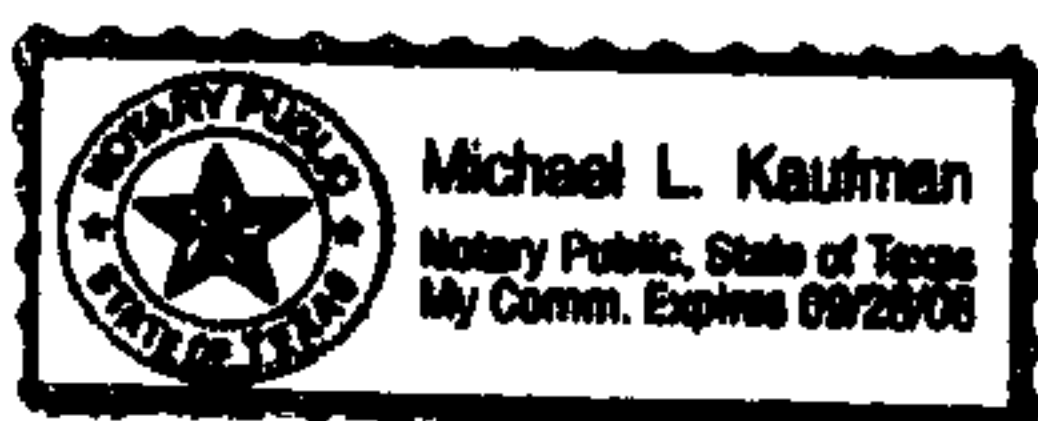
IN WITNESS WHEREOF, this conveyance is executed this 21st day of October, 2005, but shall be effective as of the Effective Time.


Kenneth W. Usher

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 21st day of October, 2005, by Kenneth W. Usher, as his free act and deed.


Notary Public in and for the State of Texas



AFFIDAVIT OF COMMUNITIZATION AGREEMENT

I, Timothy R. Morris, first being duly sworn on my oath, deposes and says:

That I, Timothy R. Morris, am the Vice President of Land for Berco Resources, LLC, with offices at 1200 17th Street, Suite 600, Denver, Colorado 80202.

That Berco Resources is the "Operator" of the oil and gas operations on the lands comprising the communitized or pooled area described hereinafter.

That the Bureau of Land Management has approved a Communitization Agreement, which is attached hereto designated WYW163059. Said Communitization Agreement was executed for the purpose of pooling 80.00 acres of federal land and 80.00 acres of patented land communitizing and pooling all crude oil and natural gas producible from the Mesaverde formation effective April 26, 2005 underlying the following communitized and pooled lands:

Township 30 North, Range 112 West
Section 34: NW¼;
Sublette County, Wyoming

That this Affidavit is executed and filed of record for the purpose of evidencing the election to exercise the pooling authority granted to the lessee(s) in the Leases and give notice of the pooled unit being established by the attached Communitization Agreement.

In Witness Whereof, I have hereunto executed this Affidavit.

Affiant:

Timothy R. Morris

Timothy R. Morris
Vice President - Land
Berco Resources, LLC

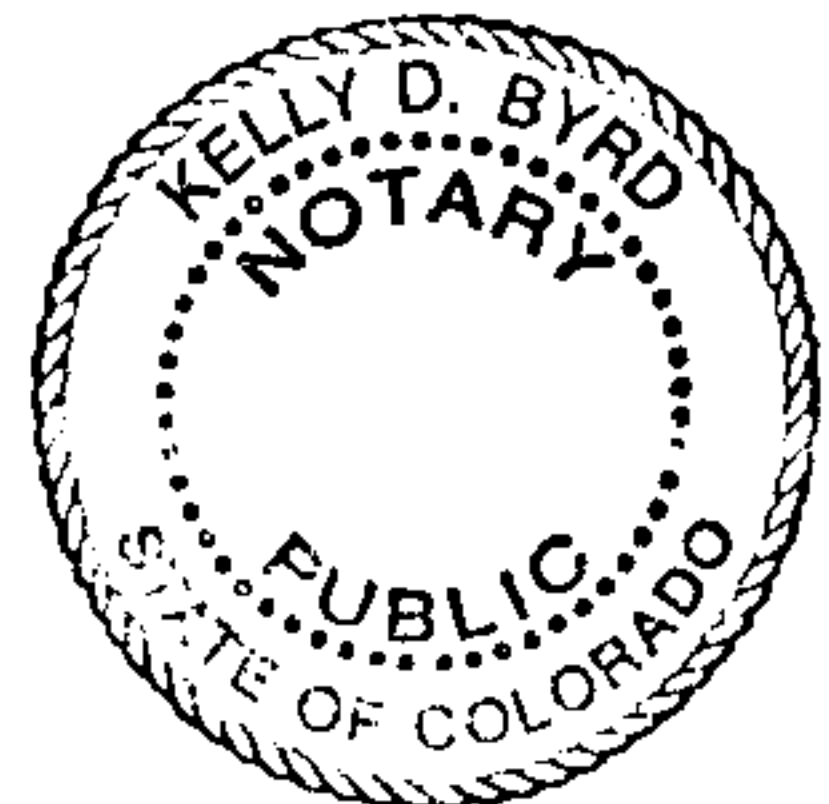
STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 27th day of October 2005, by Timothy R. Morris, as Vice President - Land, 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: July 13, 2006

Kelly D. Byrd
Notary Public



314961

RECORDED	<u>Oct. 31</u>	<u>2005 9:30AM</u>
IN BOOK	<u>131 0+6</u>	PAGE <u>180</u>
FEES \$	<u>8.00</u>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING		

by Cynthia J. Friel

314962

RECORDED	<u>Oct. 31</u>	<u>2005</u>	<u>9:30 AM</u>
IN BOOK	<u>1310+6</u>	PAGE	<u>181</u>
FEES \$	<u>38.00</u>	COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING			

DETERMINATION - APPROVAL - CERTIFICATION

Pursuant to the authority vested in the Secretary of the Interior, under Section 17(j) of the Mineral Leasing Act of 1920, as amended (74 Stat. 784; 30 U.S.C. 226(j)), and delegated to the authorized officer of the Bureau of Land Management, I do hereby:

- A. Determine that the Federal lease or leases as to the lands committed to the attached agreement cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located, and that consummation and approval of the agreement will be in the public interest. Approval of this agreement does not warrant or certify that the operator thereof and other holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto.
- B. Approve the attached communitization agreement covering the NW¼ of Section 34, T. 30 N., R. 112 W., Sublette County, Wyoming, as to the oil and gas producible from the Mesaverde formation. This approval will become invalid if the public interest requirements under 43 CFR 3105.2-3(e) are not met.
- C. Certify and determine that the drilling, producing, rental, minimum royalty and royalty requirements of the Federal lease or leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of the agreement.

Approved: OCT 13 2005
 Effective: 4/26/2005
 Agreement No.: WYW163059

Asghar Shariff
 for Asghar Shariff
 Chief, Reservoir Management Group
 Bureau of Land Management
 Casper, Wyoming

COMMUNITIZATION AGREEMENT

Contract No. _____

THIS AGREEMENT, entered into as of the 26th day of April, 2005, by and between the parties subscribing, ratifying or consenting hereto, such parties being hereinafter referred to as "parties hereto."

WHEREAS, the Act of February 25, 1920 (41 Stat. 437), as amended and supplemented, authorizes communitization or drilling agreements communitizing or pooling a Federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the United States, when separate tracts under such Federal lease cannot be independently developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest; and

WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and

WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement;

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows:

1. The lands covered by this agreement (hereinafter referred to as "communitized area") are described as follows:

Township 30 North, Range 112 West, 6th P.M.
Section 34: NW¼;
Sublette County, Wyoming

Containing 160.00 acres, more or less, and this agreement shall include only Mesaverde Formation underlying said lands and the oil and gas, hereinafter referred to as "communitized substances", producible from such formation.

2. Attached hereto, and made a part of this agreement for all purposes is Exhibit A, a plat designating the communitized area and Exhibit "B" designating the operator of the communitized area and showing the acreage, percentage, and ownership of oil and gas interests in all lands within the communitized area, and the authorization, if any, for communitizing or pooling any patented or fee lands within the communitized area.

3. All matters of operation shall be governed by the operator under and pursuant to the terms and provisions of this agreement. A successor operator may be designated by the Owners of the working interest in the communitized area and four (4) executed copies of a designation of successor operator shall be filed with the Authorized Officer of the Bureau of Land Management

4. Operator shall furnish the Secretary of the Interior, or his authorized representative, with a log and history of any well drilled on the communitized area, monthly reports of operations, statements of oil and gas sales and royalties, and such other reports as are deemed necessary to compute monthly the royalty due the United States, as specified in the applicable oil and gas operating regulations.

5. The communitized area shall be developed and operated as an entirety, with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.

All proceeds, 8/8ths, attributed to unleased Federal, State or fee land included within the CA area are to be placed in an interest earning escrow or trust account by the designated operator until the land is leased or ownership is established.

6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payments of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued.

It is agreed that for any Federal lease bearing a sliding or step-scale rate of royalty, such rate shall be determined separately as to production from each communitization agreement to which such lease may be committed, and separately as to any noncommunitized lease production, provided, however, as to leases where the rate of royalty for gas is based on total lease production per day, such rate shall be determined by the sum of all communitized production allocated to such a lease plus any noncommunitized lease production.

7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.

8. The commencement, completion, continued operation of production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.

10. This agreement is effective April 26, 2005
(month) (day) (year)

upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior or by his duly authorized representative, and shall remain in force and effect for a period of two(2) years and for so long as communitized substances are, or can be, produced from the communitized area in paying quantities; provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representative, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties hereto. This agreement shall not terminate upon cessation of production if, within sixty(60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction. The two-year term of this agreement will not in itself serve to extend the term of any Federal lease which would otherwise expire during this period.

11. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates and any grant, transfer or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption of all obligations hereunder by the grantee, transferee, or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior.

12. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all fee and State mineral operations within the communitized area to the extent necessary to monitor production and measurement, and assure that no avoidable loss of hydrocarbons occurs in which the United States has an interest pursuant to applicable oil and gas regulations relating to such production and measurement.

13. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.

14. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

15. Nondiscrimination: In connection with the performance of work under this agreement, the operator agrees to comply with all of the provisions of Section 202(1) to (7) inclusive, of Executive Order 11246 (30 F.R. 12319), as amended, which are hereby incorporated by reference in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written, and have set opposite their respective names the date of execution.

April 26, 2005
Date of Execution

OPERATOR

Berco Resources, LLC

BY: Timothy R. Morris
Timothy R. Morris
Vice President - Land

STATE OF Colorado }
COUNTY OF Denver } ss.

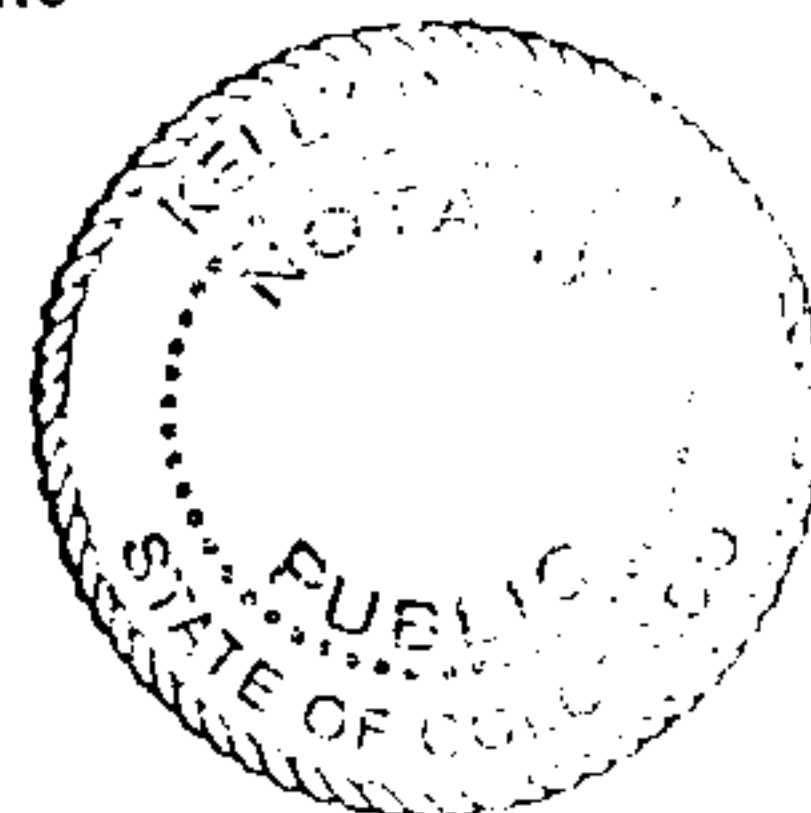
ACKNOWLEDGMENT-CORPORATE

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 26th day of April, 2005, personally appeared Timothy R. Morris
As Vice-President of Berco Resources, LLC
to me known to be the identical person described in and who executed the within and foregoing instrument of writing on behalf of said corporation and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Kelley D. Byrd
Notary Public

My Commission Expires: July 13, 2006



5/4/05
Date of Execution

RECORD TITLE HOLDER

EOG Resources, Inc.

56P BY: J. Michael Schween
J. Michael Schween
Agent and Attorney-in-Fact

J. Michael Schween
Agent and Attorney-in-Fact

ACKNOWLEDGMENT-CORPORATE

STATE OF COLORADO }
COUNTY OF DENVER } ss.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 4th day of April, 2005, personally appeared J. Michael Schween as Agent and Attorney-in-Fact OF EOG RESOURCES, INC. to me known to be the identical person described in and who executed the within and foregoing instrument of writing on behalf of said individual and acknowledged to me that he duly executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Mr. Hernandez
Notary Public

My Commission Expires: 2/08/2009

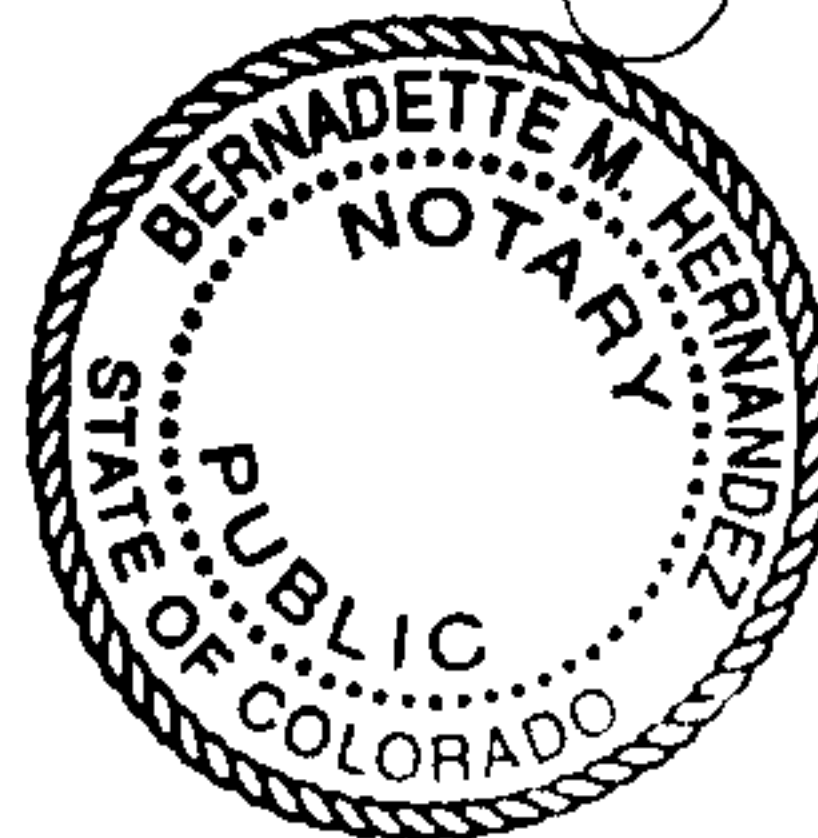


EXHIBIT A

To Communitization Agreement covering the NW¼ of Section 34, Township 30 North, Range 11E
West, 6th P.M., Sublette County, Wyoming

<p>W½NW¼ Sec. 34 (80.00 acres) 50.00% Tract Participation</p> <p>WYW-0055073</p> <p>Tract 1</p>	<p>E½NW¼ Sec. 34 (80.00 acres) 50.00% Tract Participation</p> <p>FEE LEASE</p> <p>○</p> <p>Bray #21-34</p> <p>Tract 2</p>
--	--

2011-01-21

EXHIBIT B

To Communitization Agreement covering the NW¼ of Section 34, Township 30 North, Range
112 West, 6th P.M., Sublette County, Wyoming

Operator of Communitized Area: Berco Resources, LLC
1200 17th Street, Suite 600
Denver, Colorado 80202

Tract No. 1

Lease Serial No/Book & Page: WYW-0055073

Lease Effective Date: December 1, 1948

Lease Term: 10 years

Lessor: United States of America

Present Lessee: EOG Resources, Inc.*

Lease Owner on Effective
Date of Comm. Agreement
if different from Present
Lessee: SAME

Description of Lands Committed: Township 30 North, Range 112 West, 6th P.M.
Section 34: W½NW¼;
Sublette County, Wyoming

No. of Gross Acres: 80.00

Royalty Rate: 12.50%

Name and Percent ORI Owners: SUNDRY ORI OWNERS

Name and Percent WI Owners: EOG Resources, Inc. - 100.00%*

* - subject to the terms of that certain Option Farmout Agreement, dated September 16, 2002, as amended, by and between EOG Resources, Inc., as Farmor and Berco Resources, LLC, as Farnnee.

Tract No. 2LEASE No. 1

Lease Serial No/Book & Page: Book 117O&G, Page 414

Lease Effective Date: February 27, 2001

Lease Term: 5 years

Lessor: Gordon W. Bray and Beth A. Bray, husband and wife

Present Lessee: Berco Resources, LLC

Lease Owner on Effective
Date of Comm. Agreement
if different from Present
Lessee: SAME

Description of Lands Committed: Township 30 North, Range 112 West, 6th P.M.
Section 34: E $\frac{1}{2}$ NW $\frac{1}{4}$;
Sublette County, Wyoming

No. of Gross Acres: 80.00

Royalty Rate: 12.50%

Name and Percent ORRI Owners: SUNDRY ORI OWNERS

Name and Percent WI Owners: Berco Resources, LLC 100.00%

RECAPITULATION

<u>Tract No.</u>	<u>No. of Acres Committed</u>	<u>% of Interest in Communitized Area</u>
1 (W½NW¼)	80.00	50.00
2 (E½NW¼)	<u>80.00</u>	<u>50.00</u>
Total:	160.00 Acres	100.00 %

Pursuant to Docket No. 167-2005, an order of the Wyoming Oil And Gas Conservation Commission, establishes 160-acre drilling and spacing units for the Mesaverde formation under the subject lands.

ADDENDUM #1

The following clause applies to Lease No. 1 (fee lease) under Tract 2 authorizing pooling:

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 agency and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalty payments to be made hereunder to Lessor, be based upon production only as so allocated. Lessor shall formally express 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.

654111 21-11-1967

314977

RECORDED	<u>Nov 1</u>	20 <u>05</u>	8:54M
IN BOOK	<u>1310+6</u>	PAGE	<u>192</u>
FEES \$	<u>17.00</u>	COUNTY CLERK	
SUBLETTE COUNTY, <u>PINEDALE, WYOMING</u>			

**DESIGNATION OF POOLED UNIT
AND DECLARATION OF POOLING**

by Cynthia J. Friel

Whereas, Berco Resources, LLC, with offices at 1200 17th Street, Suite 600, Denver, Colorado 80202 is the "Operator" of the oil and gas operations on the lands comprising the unit described hereinafter.

Whereas, Berco Resources, LLC, with offices at 1200 17th Street, Suite 600, Denver, Colorado 80202 is the "Working Interest Owner" of the oil and gas leases covering the lands comprising the unit described hereinafter.

Operator and Working Interest Owner(s) by the terms of the Oil and Gas Leases (the "Leases") described in Exhibit "A" to this Designation of Pooled Unit and Declaration of Pooling, ("Designation") were granted the authority to pool and combine the Leases into a pooled unit (the "unit") and designate the lands covered by the Leases to be included in a pooled unit for the purpose of drilling for and producing oil and/or gas effective September 1, 2005 ("Effective Date").

By the authority granted in the Leases, the following lands are designated as a Unit:

Township 30 North, Range 112 West
Section 22: SW¼;
Sublette County, Wyoming

This Designation is executed by the Operator and Working Interest Owner(s) and filed of record for the purpose of evidencing their election to exercise the pooling authority granted to the lessees in the Leases and give notice of the unit being established.

This Designation shall be, and the unit is created effective, as of the Effective Date stated above and shall be in effect as long as oil and/or gas is produced from the Lands within the Unit, actual drilling or reworking operations are being conducted on the Lands within the Unit, delay rentals or shut-in royalties are being paid pursuant to the terms of the Leases, or the Leases are otherwise being complied with to maintain them in full force and effect.

EXECUTED on the dates contained in the acknowledgment(s) of this Designation, to be effective for all purposes as of the Effective Date.

Operator and Working Interest Owner(s):

Berco Resources, LLC

Timothy R. Morris

Timothy R. Morris
Vice President - Land

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

The foregoing instrument was acknowledged before me this 28th day of October 2005, by Timothy R. Morris, as Vice President - Land, 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: July 13, 2006

Sally D. Byrd
Notary Public

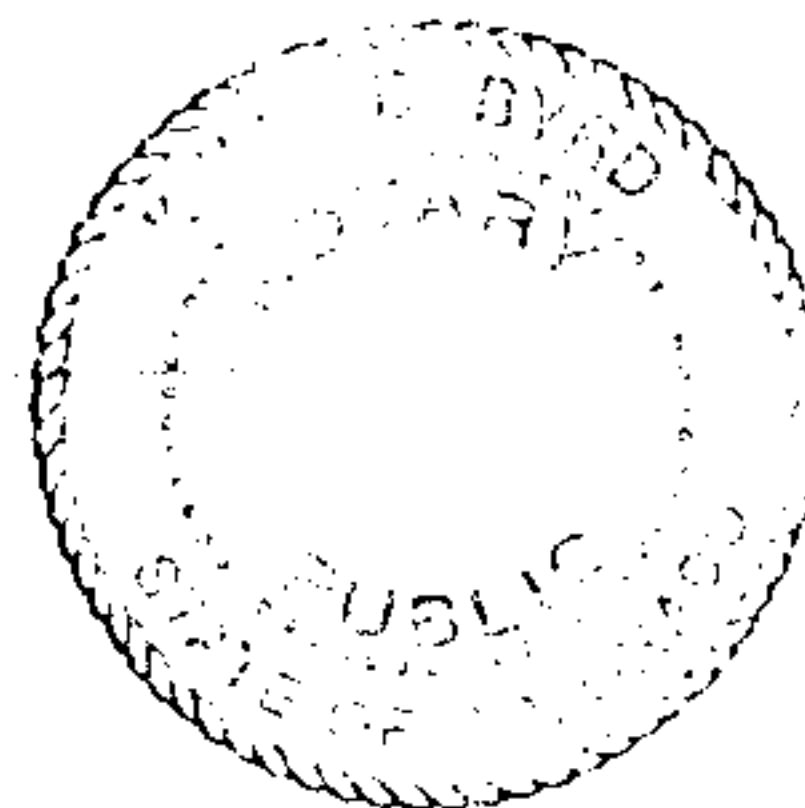


EXHIBIT A - LEASES

STATE COUNTY	WYOMING SUBLETTE	LEASE ID	LESSOR	LESSEE	PROSPECT	DATED	BOOK	PAGE	ENTRY	COUNTY	STATE
1751.00			MICHELSON LAND LTD PARTNERSHIP, GORDON MICHELSON, GP	GUNDRY WHITE PROPERTIES LLC	MESAVERDE TREND	APRIL 24, 2001	118	584	284924	SUBLETTE	WYOMING
DESC:			TOWNSHIP 30 NORTH, RANGE 112 WEST SEC 22: W/2NW/4, NE/4NW/4, NE/4, N/2SE/4, NW/4SW/4 SEC 23: NW/4, N/2SW/4, 2 ACRES IN THE NW CORNER OF NE/4								
1752.02			THOMAS D ONEIL III	GUNDRY WHITE PROPERTIES LLC	MESAVERDE TREND	APRIL 25, 2001	115	583	284915	SUBLETTE	WYOMING
DESC:			TOWNSHIP 30 NORTH, RANGE 112 WEST SEC 20: E/2SE/4 SEC 21: NW/4NE/4, S/2NE/4, W/2, SE/4 SEC 22: NW/4SW/4 SEC 28: N/2N/2, S/2NW/4, S/2 SEC 29: NE/4NE/4, S/2NE/4, SE/4								
1752.03			JAY & REBECCA DOWNS TRUST	GUNDRY WHITE PROPERTIES LLC	MESAVERDE TREND	APRIL 24, 2001	118	582	284923	SUBLETTE	WYOMING
DESC:			TOWNSHIP 30 NORTH, RANGE 112 WEST SEC 20: E/2SE/4 SEC 21: NW/4NE/4, S/2NE/4, W/2, SE/4 SEC 22: NW/4SW/4 SEC 28: N/2N/2, S/2NW/4, S/2 SEC 29: NE/4NE/4, S/2NE/4, SE/4								
1752.04			SANDRA WOHRMAN	GUNDRY WHITE PROPERTIES LLC	MESAVERDE TREND	APRIL 25, 2001	118	584	284924	SUBLETTE	WYOMING
DESC:			TOWNSHIP 30 NORTH, RANGE 112 WEST SEC 20: E/2SE/4 SEC 21: NW/4NE/4, S/2NE/4, W/2, SE/4 SEC 22: NW/4SW/4 SEC 28: N/2N/2, S/2NW/4, S/2 SEC 29: NE/4NE/4, S/2NE/4, SE/4								
1752.05			WILLIAM J KVENILD	GUNDRY WHITE PROPERTIES LLC	MESAVERDE TREND	MAY 16, 2001	118	578	284921	SUBLETTE	WYOMING
DESC:			TOWNSHIP 30 NORTH, RANGE 112 WEST SEC 20: E/2SE/4 SEC 21: NW/4NE/4, S/2NE/4, W/2, SE/4 SEC 22: NW/4SW/4								

1795.06	DESC:	PROPERTY OF FLOW BROS. COMPANY, LANDS PATENTED BY TRUSTEE TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 20: E/2SE/4 SECTION 21: NW/4NE/4, S/2NE/4, W/2, SE/4 SECTION 22: NW/4SW/4	GENE F. LANG AND COMPANY	MESAVERDE TREND	MAY 10, 2002	119	42	2852'4	SUBLETTE	WYOMING
1796.05	DESC:	JAIME P. LUFKIN TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 3, LOT 1 SECTION 22: S/2SE/4, NE/4SW/4, S/2SW/4 SECTION 27: N/2NE/4 TOWNSHIP 31 NORTH, RANGE 112 WEST SECTION 34: SE/4NE/4, E/2SE/4 SECTION 35: SW/4	GENE F. LANG AND COMPANY	MESAVERDE TREND	JANUARY 18, 2002	121	566		SUBLETTE	WYOMING
1796.06	DESC:	JARL NELSON TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 3: LOT 1 SECTION 22: S/2SE/4, NE/4SW/4, S/2SW/4 SECTION 27: N/2NE/4 TOWNSHIP 31 NORTH, RANGE 112 WEST SECTION 34: SE/4NE/4, E/2SE/4 SECTION 35: SW/4	GENE F. LANG AND COMPANY	MESAVERDE TREND	JANUARY 18, 2002	121	492		SUBLETTE	WYOMING
1796.07	DESC:	GARY NELSON TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 3: LOT 1 SECTION 22: S/2SE/4, NE/4SW/4, S/2SW/4 SECTION 27: N/2NE/4 TOWNSHIP 31 NORTH, RANGE 112 WEST SECTION 34: SE/4NE/4, E/2SE/4 SECTION 35: SW/4	GENE F. LANG AND COMPANY	MESAVERDE TREND	MAY 15, 2002	121	646		SUBLETTE	WYOMING

314978

RECORDED Nov. 1 2005 8:15 A M
 IN BOOK 131 0+6 PAGE 196
 FEES \$ 14.00 COUNTY CLERK
 SUBLETTE COUNTY, PINEDALE, WYOMING

**DESIGNATION OF POOLED UNIT
 AND DECLARATION OF POOLING**

by Cynthia J. Friel

Whereas, Berco Resources, LLC, with offices at 1200 17th Street, Suite 600, Denver, Colorado 80202 is the "Operator" of the oil and gas operations on the lands comprising the unit described hereinafter.

Whereas, Berco Resources, LLC, with offices at 1200 17th Street, Suite 600, Denver, Colorado 80202 is the "Working Interest Owner" of the oil and gas leases covering the lands comprising the unit described hereinafter.

Operator and Working Interest Owner(s) by the terms of the Oil and Gas Leases (the "Leases") described in Exhibit "A" to this Designation of Pooled Unit and Declaration of Pooling ("Designation") were granted the authority to pool and combine the Leases into a pooled unit (the "unit") and designate the lands covered by the Leases to be included in a pooled unit for the purpose of drilling for and producing oil and/or gas effective September 1, 2005 ("Effective Date").

By the authority granted in the Leases, the following lands are designated as a "Unit"

Township 30 North, Range 112 West
Section 21: NE 1/4
 Sublette County, Wyoming

This Designation is executed by the Operator and Working Interest Owner(s) and filed of record for the purpose of evidencing their election to exercise the pooling authority granted to the lessees in the Leases and give notice of the unit being established.

This Designation shall be, and the unit is created effective, as of the Effective Date stated above and shall be in effect as long as oil and/or gas is produced from the Lands within the Unit, actual drilling or reworking operations are being conducted on the Lands within the Unit, delay rentals or shut-in royalties are being paid pursuant to the terms of the Leases, or the Leases are otherwise being complied with to maintain them in full force and effect.

EXECUTED on the dates contained in the acknowledgment(s) of this Designation, to be effective for all purposes as of the Effective Date.

Operator and Working Interest Owner(s):

Berco Resources, LLC

Timothy R. Morris

Timothy R. Morris
 Vice President - Land

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

The foregoing instrument was acknowledged before me this 28th day of October, 2005, by Timothy R. Morris, as Vice President - Land, 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: July 13, 2006

Kelly D. Byrd
 Notary Public

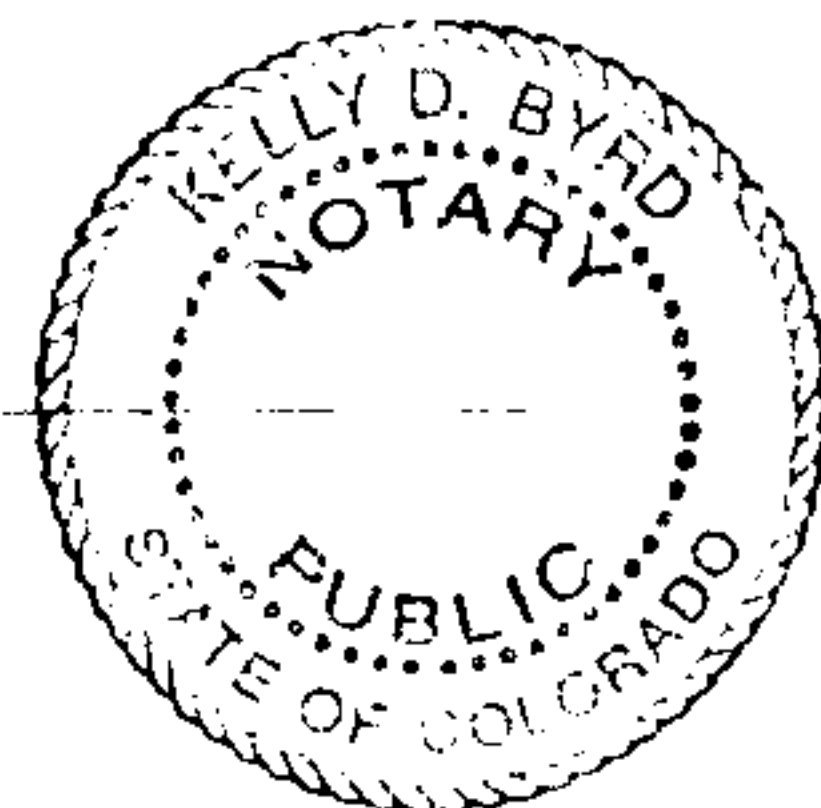


EXHIBIT A - LEASES

[illegible]

Form 3126-19
(4-11-59)
(September 1966)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECEIVED
Bureau of Land Management
Land Office
Cheyenne, Wyoming
OCT 2 1968
10 11 23 AM

LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive Public Domain Lease)

Act of February 25, 1920 (41 Stat. 437), as amended (30 U.S.C. Secs. 181-263)

Margaret E. Allen
216 W. 27th Street
Cheyenne, Wyoming 82001

Name
Street
City
State
ZIP Code

W 15747
(Serial Number)

This oil and gas lease is issued for a period of ten (10) years to the above-named lessee pursuant and subject to the provisions of the Mineral Leasing Act and subject to all rules and regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

Lands included in the lease: Parcel No. 303

T. 27 N., R. 112 W., 6th Prin. Mer., Wyoming

Sublette County

Sec. 1: Lots 1,2,3,4, S $\frac{1}{2}$ N $\frac{1}{2}$
Sec. 2: Lots 1,2,3,5,6,7, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$

CERTIFIED
to be a true and comparative copy
of the official records on file

OCT 2 8 2005

BUREAU OF LAND MANAGEMENT

Containing a total of 604.51 acres Annual Rental \$ 302.50

This lease is issued to the successful drawee pursuant to his "Simultaneous Oil and Gas Entry Card" application filed under 43 CFR 3123.9, and is subject to the provisions of that application and those specified on the reverse side hereof.

Effective date of lease: NOV 1 1968

This lease is subject to the determination by the Geological Survey as to whether the lands herein described were on a known geologic structure of a producing oil or gas field as of the date of signing hereof by the authorized officer.

THE UNITED STATES OF AMERICA

By *William McChesney*
(Signature of Signing Officer)

ACTING ASSISTANT MANAGER, OIL & GAS
(Title)

OCT 28 1968
(Date)

315038

RECORDED NOV 3 1968 2 59 PM
IN BOOK 1310+6 PAGE 199
FEES \$ 14.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING

by Cynthia G. Friel
ORIGINAL

W. H. Lawrence
ACTING ASSISTANT MANAGER

U. S. GEOLOGICAL SURVEY

WSO 3120-6
(Oct. 1968)

Serial No. 15747

OIL SHALE AREA STIPULATION

- (1) No wells will be drilled for oil or gas except upon approval of the Regional Oil and Gas Supervisor of the Geological Survey, it being understood that drilling will be permitted only in the event that it is established to the satisfaction of the Supervisor that such drilling will not interfere with the mining and recovery of oil shale deposits or the extraction of shale oil by in situ methods or that the interest of the United States would best be served thereby.
- (2) No wells will be drilled for oil or gas at a location which, in the opinion of the Regional Oil and Gas Supervisor of the Geological Survey, would result in undue waste of oil shale deposits or constitute a hazard to or unduly interfere with mining or other operations being conducted for the mining and recovery of oil shale deposits or the extraction of shale oil by in situ methods.
- (3) When it is determined by the Regional Oil and Gas Supervisor of the Geological Survey that unitization is necessary for orderly oil and gas development and proper protection of oil shale deposits, no well shall be drilled for oil or gas except pursuant to an approved unit plan.
- (4) The drilling or the abandonment of any well on this lease shall be done in accordance with applicable oil and gas operating regulations including such requirements as the Regional Oil and Gas Supervisor of the Geological Survey may prescribe as necessary to prevent the infiltration of oil, gas or water into formations containing oil shale deposits or into mines or workings being utilized in the extraction of such deposits

Lands within area:

CERTIFIED
to be a true and complete copy
of the official records on file

BUREAU OF LAND MANAGEMENT

Margaret E. Allen
SIGNATURE

Form 3120-13
(September 1964)
(formerly 4-1175)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

Serial
W-15747

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name Paul F. Faust
Street 2806 South St. Paul
City Denver, Colorado
State
Zip Code

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

T. 27 N., R. 112 W., 6th P.M.
Sec. 1: Lots 1, 2, 3, 4, S $\frac{1}{2}$ N $\frac{1}{2}$
Sec. 2: Lots 1, 2, 3, 5, 6, 7, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$
604.51 acres
Sublette County, Wyoming

CERTIFIED
to be a true and comparative copy
of the official records on file

OCT 26 2005

BUREAU OF LAND MANAGEMENT

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%

3. What percentage of the assignor's interest is being conveyed to assignee? 100% percent

4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions, specify percentage)
One percent (1%)

b. What overriding royalties or production payments, if any, were previously reserved? percentage only: None

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith

Executed this 10th day of March, 1969

Margaret E. Allen
(Assignor's Signature)

Margaret E. Allen

216 West 27th Street

(Assignor's Address)

Cheyenne, Wyoming 82001

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below. SAME LAND DESCRIPTION AS ITEM 1

Assignment approved effective MAY 1 - 1969

Date approved MAY 15 1969

William M. DePue
(Authorized Officer)

*Lease extended under 43 CFR 3128.5 to and including (date)

ACTING ASSISTANT MANAGER, OIL & GAS
(Title)

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this form in accordance with the provisions of 43 CFR 3128.2

LAND OFFICE COPY

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

- 1a. Is the assignee over 21 years of age and a citizen of the United States? ☐ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☐ Yes ☐ No (If "yes," specify kind)
- c. If a corporation, attach qualifications or if already on file, give serial number of case file.
2. Is the assignee the sole party in interest in this assignment? ☐ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)
3. Is the filing fee of \$10 attached? ☐ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

Executed this _____ day of _____, 19____
(This form is submitted in lieu of official Form 3120-13 and contains all of the provisions thereof as of date of filing of this Assignment)

(Assignee's Signature)

(Address)

STATE OF
COUNTY OF

WYOMING
LARAMIE

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 10th day of March, 1969, personally appeared **MARGARET E. ALLEN**

and _____, to me known to be the identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires **January 21, 1972**

Notary Public

INSTRUCTIONS

1. This form is to be used only for assignment of interests in oil and gas leases. It is not to be used for assignments of working or royalty interests, mineral agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office of three copies of a completed assignment together with any required fees and proof of the qualifications of the assignee to take and hold the interest assigned. Assignments must be filed within ninety (90) days from date of lease execution and each must be accompanied by a filing fee of \$10. An assignment not accompanied by the required fee will not be accepted for filing. An assignee of record title may convey lands in oil and gas lease. Where an oil and gas assignment is made in a lease, a separate instrument of transfer must be filed for the assignment.

2. The assignee must be a person. Assignee must be at least 21 years of age, a citizen of the United States. If assignee is an unincorporated association (including a partnership), the assignment must be accompanied by a statement giving the same amounting as to citizenship and holdings of its members as required of an individual. If assignee is a corporation, it must submit a statement containing the following information: (a) the State in which it is incorporated; (b) that

it is authorized to hold oil and gas leases; (c) that the officer executing the assignment is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished. Where ownership has previously been furnished, reference by serial number to the record in which it has been filed, together with a statement as to any amendments, is sufficient. With respect to qualifications of the assignee, there must be full compliance with the regulations 43 CFR 3126.3127.

3. Common interests. Assignee must indicate whether it is in the sole party in interest in the assignment. If not the sole party in interest, the assignee must submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement must be filed by each, and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between the several parties, and a copy of the agreement. Also, interested parties must furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement

if any, must be filed not later than fifteen (15) days after the filing of the assignment.

4. Overriding royalties or payments out of production. Any overriding royalties or payments out of production created by the assignment but not set out therein must be described in an accompanying statement of payments out of production reserved by the assignee, outlining in detail the amount, method of payment, and other pertinent terms.

5. Effect of assignment. Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3126.3127 and gas leases are governed by the regulations 43 CFR 3100 and 3128, of which sections 3128 1-6 relate to assignments of such leases or interests therein.

6. A copy of the executed lease or of which this assignment is made should be made available to the assignee by the assignor.

CERTIFIED
to be a true and comparative copy
of the official records on file

OCT 26 2005

BUREAU OF LAND MANAGEMENT

R I D E R

In the event that Assignee desires to relinquish the herein described lease as to all or any part of the acreage covered thereby, Assignee shall notify Lessee by thirty (30) days prior to the next accruing rental date under said oil and gas lease of Assignee's desire to relinquish said oil and gas lease. Lessee shall then have the right for a period of fifteen (15) days after the receipt of such notification in which to request to Assignee that said oil and gas lease be reassigned to Lessee, and Assignee shall then execute an assignment of said oil and gas lease to Lessee. Assignee herein assumes no liability whatsoever, either through error or negligence, for failure to notify or reassign.

W 15747, W 14554, W 14178

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment


- 1a. Is the assignee over 21 years of age and a citizen of the United States? ☒ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☐ Yes ☐ No (If "yes," specify kind) RECEIVED
Bureau of Land Management
Land Office
Cheyenne, Wyoming
APR 24 1969
- c. If a corporation, attach qualifications or if already on file, give serial number of case file 78 9 10 11 12 13 14 15 16
2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)
3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

Executed this 25th day of April, 1969
This form is submitted in lieu of official Form 3120-13 and contains all of the provisions thereof as of date of filing of this Assignment


(Assignee's Signature)
3806 South St. Paul
DENVER, COLORADO
(Address)

Form 3120-13
(September 1964)
(formerly 4-1175)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE*

Serial Number

W-15747

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease

11-1-68

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name Andover Oil Company
Street Box 81
City Cheyenne, Wyoming 82001
State
Zip Code

the record title interest in and to such lease as specified below.

1. Describe the lands affected by this assignment (by legal subdivision, if surveyed)

Township 27 North, Range 112 West, 6th P.M.
Section 1: Lots 1,2,3,4, S1/4
Section 2: Lots 1,2,3,5,6,7, S1/4, SE1/4

Containing 604.51 acres, more or less.
Sublette County, Wyoming

CERTIFIED
to be a true and comparative copy
of the official records on file

007 26 2005

BUREAU OF LAND MANAGEMENT

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%

3. What percentage of the assignor's interest is being conveyed to assignee? 100 percent

4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions, specify percentage)
NONE

b. What overriding royalties or production payments, if any, were previously reserved? (percentage only)
One Percent (1%)

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this day of APR 2 1969 . 19

Paul F. Faust
(Assignor's Signature)

2806 South St. Paul

(Assignor's Address)

PAUL F. FAUST

Denver, Colorado

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME LAND DESCRIPTION AS ITEM 1

Assignment approved effective

JUL 1 1969

Date approved

JUL 5 1969

Thomas W. DeWitt
(Authorized Officer)

*Lease extended under 43 CFR 3128.5 to and including (date)

ACTING LAND OFFICER (Title)

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3128.2

LAND OFFICE COPY

315040

RECORDED NOV 13 2005 9:30AM
IN BOOK 131 PAGE 205
FEES 11.00
SUBLETTE COUNTY
COUNTY CLERK
by Cynthia J. Friel

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

- 1a Is the assignee over 21 years of age and a citizen of the United States? ☒ Yes ☐ No
- b Is the assignee a corporation or other legal entity? ☒ Yes ☐ No (If "yes," specify kind)

A Wyoming Corporation

- c If a corporation, attach qualifications or if already on file, give serial number of case file. W-071617

- 2 Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)

- 3 Is the filing fee of \$10 attached? ☒ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

Executed this _____ day of _____, 19____
This form is submitted in lieu of official Form 3120-13 and contains all of the provisions thereof as of date of filing of this Assignment

ANDOVER OIL COMPANY

ATTEST:

Jayne R. Broyles
Jayne R. Broyles, Secretary

By: M. E. Broyles
(Assignee's Signature)
M. E. Broyles, President
P. O. Box 81
Cheyenne, Wyoming 82001
(Address)

STATE OF COLORADO
COUNTY OF DENVER

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

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 1969, personally appeared Paul F. Faust

and _____
to me known to be the identical person _____ described in and who executed the within and foregoing instrument of writing and acknowledged to me that he _____ duly executed the same as his _____ free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires

11-30-72

L. J. Blakeman

Notary Public

INSTRUCTIONS

1. This form is to be used only for assignment of oil and gas leases. It is not to be used for assignment of mining or royalty interests, operating agreements, or subleases. The assignment, if approved, will take effect as of the first day of the lease month following the date of filing in the proper Land Office. It must be signed by the assignor and the assignee, together with a certified true and correct copy of the qualifications of the assignee, and filed within ninety (90) days from date of filing of the assignment. The assignment must be accompanied by a filing fee of \$10.00. Any assignment not accompanied by the required fee will be rejected for filing. An assignment filed on filing fee is not valid. Where the assignment is made and the lease is a separate instrument, the transfer of the lease is not an assignment.

2. Qualifications of assignee. Assignee must indicate whether or not he is over the age of 21 and a citizen of the United States. If assignee is an unincorporated partnership, the assignment must be accompanied by a statement giving the same showing as to citizenship and holdings of its members as required for an individual. If assignee is a corporation, it must be accompanied by the following information: (a) the State in which it is incorporated; (b) that

it is authorized to hold oil and gas leases; (c) that the assignee is authorized to act on behalf of the corporation in such matters; and (d) the percentage of the voting stock and of all of the stock owned by assignee or those having addresses outside the United States. If 10 percent or more of the stock of any assignee is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and stockholdings must be furnished. Where evidence of the assignee's citizenship and stock ownership has previously been furnished, reference by serial number in the record in which it has been filed, together with a statement as to any amendments, will be sufficient. With respect to qualifications of the assignee, there must be full compliance with the regulations 43 CFR 3122.

3. Assignment of interests. Assignee must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignee must submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are two or more parties interested in the assignment, a separate statement must be filed by each and the assignee setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral, and a copy of the agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement

if any, must be filed not later than (thirty (30) days) after the filing of the assignment.

4. Overriding royalties or payments not of production. Any overriding royalty or payments not of production created by the assignee but not set out therein must be described in an accompanying statement. If payments not of production are reserved by the assignor, outline in detail the amount, method of payment, and other pertinent terms.

5. Effect of assignment. Upon approval of the assignment, the assignee becomes the lessee of the Government as to the assigned interest and will be responsible for compliance with all the lease terms and conditions, including timely payment of annual rentals and maintenance of bond, if required. The approval of an assignment of part of the leased lands creates separate leases out of the assigned portion and the retained portion, but there is no change in either the anniversary date or the term of such leases except as provided under the regulations 43 CFR 3124.5, 3124.6 and gas leases are governed by the regulations 43 CFR 3120 and 3122, of which sections 3122.1-6 relate to assignments of such leases or interests therein.

6. A copy of the executed lease out of which this assignment is made should be made available to the assignee by the assignor.

315047

RECORDED Nov 3 2005 9:30AM
 IN BOOK 1310+G PAGE 207
 FEES 11.00 COUNTY CLERK
 SUBLETTE COUNTY, WYOMING

6 of Cynthia G. Friel

Form 3120-13
 (September 1964)
 (formerly 4-1175)

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE
 TO OIL AND GAS LEASE*

Serial Number

W-15747

TO BE FILLED IN BY LAND OFFICE

Effective Date of Base Lease

11/1/68

New Serial Number

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to

Name Joan Chorney
 Street P. O. Box 144
 City Casper, Wyoming 82601
 State
 Zip Code

RECEIVED
 Bureau of Land Management
 Cheyenne, Wyoming
 JUN 11 1969

the record title interest in and to such lease as specified below.

- 1 Describe the lands affected by this assignment (by legal subdivision, if surveyed)

T. 27 N., R. 112 W., 6th P.M.
 Sec. 1: Lots 1,2,3,4, S½N½
 Sec. 2: Lots 1,2,3,5,6,7,
 S½NE¼, SE¼NW¼

Containing 604.51 acres, more or less
 Sublette County, Wyoming

CERTIFIED

to be a true and comparative copy
 of the official records on file

OCT 26 2005

BUREAU OF LAND MANAGEMENT

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%
3. What percentage of the assignor's interest is being conveyed to assignee? 100 percent
- 4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions, specify percentage) Two Percent (2%)

- b. What overriding royalties or production payments, if any, were previously reserved? (specify percentage) 1%

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17½ percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 28th day of May 19 69

ANDOVER OIL COMPANY.

P. O. Box 81

Cheyenne, Wyoming

(Assignor's Address)

M. E. Broyles (Assignor's Signature) President

ATTEST

Secretary

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME AS DESCRIBED AS ITEM 1

Assignment approved effective JUL 1 1969

Date approved JUL 31 1969

By Alvin A. Johnson
 (Authorized Officer)

*Lease extended under 43 CFR 3128.5 to and including (date)

"ACTING ASSISTANT MANAGER, OIL & GAS"
 (Title)

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this original form in accordance with the provisions of 43 CFR 3128.2

LAND OFFICE COPY

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

- 1a. Is the assignee over 21 years of age and a citizen of the United States? ☒ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☐ Yes ☒ No (If "yes," specify kind)
- c. If a corporation, attach qualifications or if already on file, give serial number of case file
2. Is the assignee the sole party in interest in this assignment? ☒ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)
3. Is the filing fee of \$10 attached? ☒ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

Executed this 23 day of June, 1969
This form is submitted in lieu of official Form 3120-13 and contains all of the provisions thereof as of date of filing of this Assignment.

Joan Chorney
(Assignee's Signature)

(Address)

State of WYOMING
County of LARAMIE

ACKNOWLEDGMENT (For use by Corporation)

On this 28th day of May, A. D. 1969, before me personally appeared M. E. Broyles, to me personally known, who, being by me duly sworn, did say that he is the President of Andover Oil Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said M. E. Broyles acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 28th day of May, A. D. 1969.

(SEAL)

My Commission expires: 8-9-70

Notary Public

RIDER

Assignee accepts this assignment with the express understanding that its provisions will apply to any renewal, exchange, extension or alteration of the basic lease, in whole or in part; and that if assignee elects to surrender any part of the basic lease, or any renewal, exchange, extension or alteration thereof, such surrender will be made to assignor only, during the term of the lease, and at least thirty (30) days in advance of the next anniversary of the lease. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the date hereof.

Assignee certifies that the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

Form 3120-13
(August 1964)
(formerly 4-1174)
PRAIRIE PUBLISHING CO. CASPER

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RECEIVED
Bureau of Land Management
Casper, Wyoming
SEP 25 1969

Serial Number 123-2100
Wyoming-15747
TO BE FILLED IN BY LAND OFFICE
Effective Date of Base Lease
November 1, 1968
New Serial Number

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE

The undersigned, as owner of record title of the above-designated oil and gas lease, hereby transfers and assigns to
AN UNDIVIDED 25.00% INTEREST PROPORTIONATELY ASSIGNED AS FOLLOWS:
12.50% to Yates Petroleum Corporation, a New Mexico Corporation, 207 S. 4th Street, Artesia,
New Mexico 88210
6.25% to The Signal Companies, Inc., a Delaware Corporation, d/b/a/ Signal Oil and Gas Co.
6.25% to the Estate of William G. Helis, a partnership
AN UNDIVIDED 25.00% INTEREST EACH TO:
Diamond Shamrock Corporation, P. O. Box 631, Amarillo, Texas 79105
Allen R. True, P. O. Box 1612, Casper, Wyoming 82601

315042
RECORDED Nov. 3 2005 9:20AM
IN BOOK 1310+6 PAGE 209
FEES \$ 11.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING

Township 27 North, Range 112 West 6th P.M.
Section 1: Lots 1,2,3,4, S1/4NW1/4
Section 2: Lots 1,2,3, 5,6,7, S1/4NE1/4, S1/4NW1/4

Containing 604.51 acres, m/1
Sublette County, Wyoming

CERTIFIED
to be a true and correct copy
of the original record on file
OCT 26 2005
BUREAU OF LAND MANAGEMENT

2. What interest was held by the assignor in above-described lands prior to this assignment? 100%
3. What percentage of the assignor's interest is being conveyed to assignee? 75 percent
- 4a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of the Instructions specify percentage) None
- b. What overriding royalties or production payments, if any, were previously reserved? (percentage only) 5%

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

IT IS HEREBY CERTIFIED, That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 8th day of August, 1969

Joan Chorney
(Assignor's Signature)

JOAN CHORNEY
P. O. BOX (Assignor's Address)
Casper, Wyoming 82601
S. S. # 520-50-8700

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

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:
Request for Approval
In File 4839
SAME LAND DESIGNATION AS ITEM 1

Assignment approved effective OCT 1 1969
Date approved 1969

By Richard W. Lane
(Authorized Officer)

*Lease extended under 43 CFR 3128.5 to and including (date) _____
ACTING ASSISTANT MANAGER, OIL & GAS
(Title)

NOTE: This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides and that the form is in accordance with the provisions of 43 CFR 3128.2

LAND OFFICE COPY

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

- 1a. Is the assignee over 21 years of age and a citizen of the United States? ☐ Yes ☐ No
- b. Is the assignee a corporation or other legal entity? ☐ Yes ☐ No (If "yes," specify kind)
- c. If a corporation, attach qualifications or if already on file, give serial number of case file.
2. Is the assignee the sole party in interest in this assignment? ☐ Yes ☐ No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in Item 3 of the Instructions)
3. Is the filing fee of \$10 attached? ☐ Yes ☐ No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

This form is submitted in lieu of official Form 3120-13 and contains all of the provisions thereof as of the date of filing of this Assignment; plus the acknowledgment below which is the only addition to Official Form 3120-13

Executed this _____ day of _____, 19____

(Assignee's Signature)

with acknowledgment added

(Address)

INSTRUCTIONS

The assignor hereby warrants and agrees to defend title to the leasehold interest conveyed herein, against, but only against, the lawful claims of persons claiming by, through, or under the assignor.

Final execution of this form must be accompanied by a filing fee of \$10. Any assignment not accompanied by the required fee will not be accepted for filing. An assignment of record will create a lien in favor of the assignor. Where more than one assignment is made out of a lease, a separate assignment of transfer must be filed for each assignment.

Assignor must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignor must submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and the assignor setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral, and a copy of the agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, must be filed not later than fifteen (15) days after the filing of the assignment.

Assignor must indicate whether or not he is the sole party in interest in the assignment. If not the sole party in interest, the assignor must submit at the time the assignment is filed a signed statement setting forth the names of the other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and the assignor setting forth the nature and extent of the interest of each, the nature of the agreement between them, if oral, and a copy of the agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Such separate statement and written agreement, if any, must be filed not later than fifteen (15) days after the filing of the assignment.

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A copy of the executed lease out of which this assignment is made should be made available to the assignor by the assignor.

Form 3120-13
(August 1964)
(Replaces 4-1175)

STATE OF Wyoming

COUNTY OF Natrona

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

ACKNOWLEDGMENT — INDIVIDUAL

BEFORE ME the undersigned a Notary Public in and for said County and State, on this 8th day of August, 1969, personally appeared Joan Chorney

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 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 _____

SHARON M. BRANDT—Notary Public

County of _____ State of Wyoming

My Commission Expires Aug. 14, 1972

Sharon M. Brandt
Notary Public

Form 3106-14
(October 1981)UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

48-7738

FORM APPROVED
OMB NO. 1004-0014
Expires February 28, 1982TRANSFER, ASSIGNMENT, OR SUBLEASE
OF OPERATING RIGHTS IN OIL AND GAS LEASE

PART I

1. Assignee's Name

Diamond Shamrock Corporation

Address (include zip code)

PO Box 631, Amarillo, TX 79173

Lease Serial No.

W-15747

Lease effective date

11-1-68

The undersigned, as owner of 6.25 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3)

Township 27 North, Range 112 West, 6th PM

Section 2: Lots 1, 2, S $\frac{1}{2}$ NE $\frac{1}{4}$.

100-1866-

From the surface of the ground to a depth of the stratigraphic equivalent of 9500 feet as encountered in the Split River Federal 31-2 well located in Lot 2 of Section 2, T27N, R112W, 6th PM.

3. Specify interest or percent of operating rights being conveyed to assignee

2.5%

4. Specify interest or percent of operating rights being retained by assignor

3.75%

5. Specify overriding royalty interest being reserved by assignor

125% +

6. Specify overriding royalty previously reserved or conveyed, if any

5%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

8. If the parties to this transfer and assignment have entered into an operating agreement and/or sublease, the terms and conditions of such agreement/sublease (copy attached) are incorporated into and made a part of this assignment. Approval of this assignment shall constitute approval of the agreement/sublease insofar as such agreement/sublease is not inconsistent with the provisions of the above-designated lease and the applicable regulations.

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17% percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 27th day of April, 1983.

Garland W. Denton
(Assignor's Signature)

Garland W. Denton, Contract Agent

Aminoil USA, Inc.
Orchard Place Six
8000 E. Maplewood Avenue

(Assignor's Address)

Englewood, Colorado 80111

(City) (State) (Zip Code)

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

THE UNITED STATES OF AMERICA

Assignment approved effective SEP 01 1983

By

James A. Smith
(Authorized Officer)

Chief Oil &
Gas Section

(Title)

ORIGINAL

MAR 14 1985

(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

315043

RECORDED NOV 13 2 05 PM '83
IN BOOK 131046 PAGE 211
FEE \$ 11.00 COUNTY CLERK
SULLEN COUNTY, TEXAS
by Cynthia G. Friel

BUREAU OF LAND MANAGEMENT

CERTIFIED
to be a true and correct copy
of the official records on file

OCT 26 1983

PART II

ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND OR OPERATING AGREEMENT (SUBLEASE)

- A. ASSIGNEE CERTIFIES THAT
1. Assignee is over the age of majority
 2. Assignee is a citizen of the United States
 3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☐ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed _____
 4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
 5. Assignee ☐ is ☐ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
 6. A filing fee of \$25.00 is attached.
- B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the 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 drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).
- C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 16 day of May, 1983, Diamond Shamrock Corp.

Wm. B. Nance
(Assignee's Signature)

Wm. B. Nance
Attorney-in-Fact

PO Box 631

(Assignee's Address)

Amarillo, TX 79173

(City)

(State)

(Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false statement.

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 22nd day of May, 1983, by Diamond Shamrock Corp. Contract Agent, on behalf of Aminoil USA, Inc., a corporation.

Mildred W. Crawford
Mildred W. Crawford, Notary Public
1945 Kearney Street
Denver, Colorado 80220

My Commission Expires: January 23, 1984

NOTARY PUBLIC, 30 U.S.C. et. seq.

PRINCIPAL PURPOSE - The information is for
RIDER

This rider is attached to and made a part of the Transfer Assignment or Sublease of Operating Rights in Oil and Gas lease #W-15747 executed April 27, 1983, which is made in accordance with the terms of a Farmout Agreement dated November 11, 1982 wherein Aminoil USA, Inc., has an option to convert its reserved override to a 40% working interest, proportionally reduced, at payout.

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 assignment may be rejected.

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

George D. Fehr, of 2127 St. Mary's Drive, Salt Lake City, Utah 84108 ("Assignor"). for and in consideration of the sum of One Hundred Dollars (\$100) and other valuable consideration, to him in hand paid by:

KBL Mineral Company LLC 75%
P.O. Box 36157
Denver, CO 80236

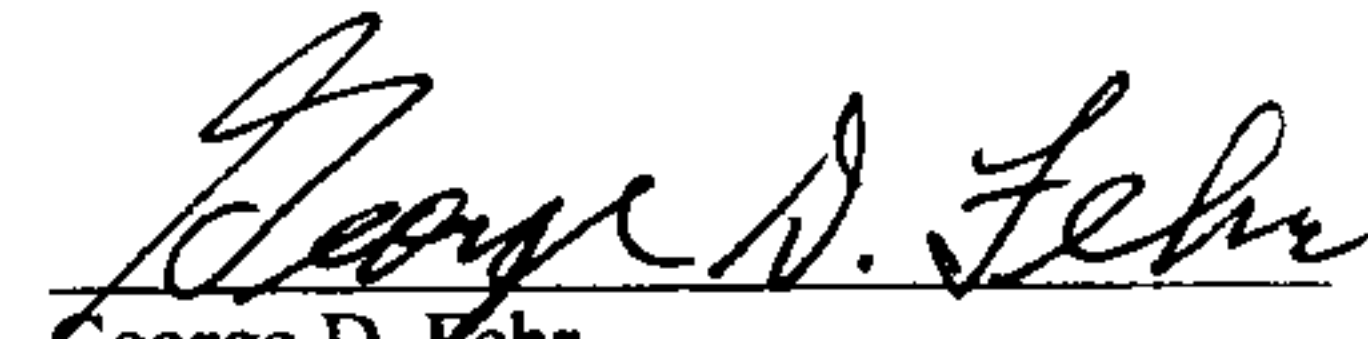
Westamerica Minerals, Inc. 15%
P.O. Box 2944
Casper, WY 82602

Wind River Resources, Inc. 10%
P.O. Box 2944
Casper, WY 82602

("Assignees"), receipt whereof is hereby acknowledged, does hereby sell, assign, set over, transfer and convey, in the proportions indicated, unto Assignees their successors and assigns, all of Assignor's right, title and interest in and to all the oil, gas and other hydrocarbon substances produced and saved from the lands and leases described on the attached Exhibit A and situated in Sublette County, Wyoming.

TO HAVE AND TO HOLD said royalty interest unto said assignees, their heirs, successors and assigns as above set forth.

IN WITNESS WHEREOF, this instrument has been executed this 28 day of October, 2005 but effective for all purposes as of September 1, 2005.


George D. Fehr

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

The foregoing instrument was acknowledged before me by George D. Fehr this 28 day of October, 2005.

Witness my hand and official seal.


Notary Public

My Commission Expires:

2-15-06

315044

RECORDED	<u>NOV. 3</u>	20 <u>05</u> 11:00AM
IN BOOK	<u>131046</u>	PAGE <u>213</u>
FEES \$	<u>19.00</u>	COUNTY CLERK
SUBLETTE COUNTY, WYOMING		

by Cynthia J. Friel

EXHIBIT A
to that
**Assignment of Overriding Royalty Interests from George D. Fehr to KBL Mineral Company
LLC, et. al**

Lease WYW-144994

Township 30 North, Range 108 West
Section 5: Lots 1-4, S/2N/2, S/2
Section 8: N/2
Township 31 North, Range 108 West
Section 30: E/2
Section 32: W/2

Lease WYW-144995

Township 31 North, Range 108 West
Section 17: SW/4
Section 18: E/2
Section 20: W/2

Lease WYW-144996

Township 30 North, Range 108 West
Section 6: Lots 1, 2, S/2NE/4
Township 31 North, Range 108 West
Section 19: E/2
Section 29: W/2
Section 31: E/2

Lease WYW-0 006933

Township 30 North, Range 108 West
Section 7: NE/4

Lease WYW-0 006934

Township 30 North, Range 108 West
Section 6: SE/4
Section 7: Lots 3, 4, E/2SW/4, SE/4
Township 30 North, Range 109 West
Section 11: SE/4
Section 12: S/2

Lease WYW-157988

Township 30 North, Range 109 West
Section 10: S/2

Lease WYW-130233

Township 30 North, Range 109 West
Section 11: SW/4

SIGNED AS TO TRANSFER AND ACCEPTANCE this 18TH day of OCTOBER 2005

ASSIGNOR - ANDEX RESOURCES, L.L.C.	Assignee (1) - YATES PETROLEUM CORPORATION
By - <i>Tom L. Dodds</i>	By - <i>Peyton Yates</i>
Title - TOM L. DODDS PRESIDENT	Title - Peyton Yates Attorney-in-Fact
Attest -	Attest - 315083

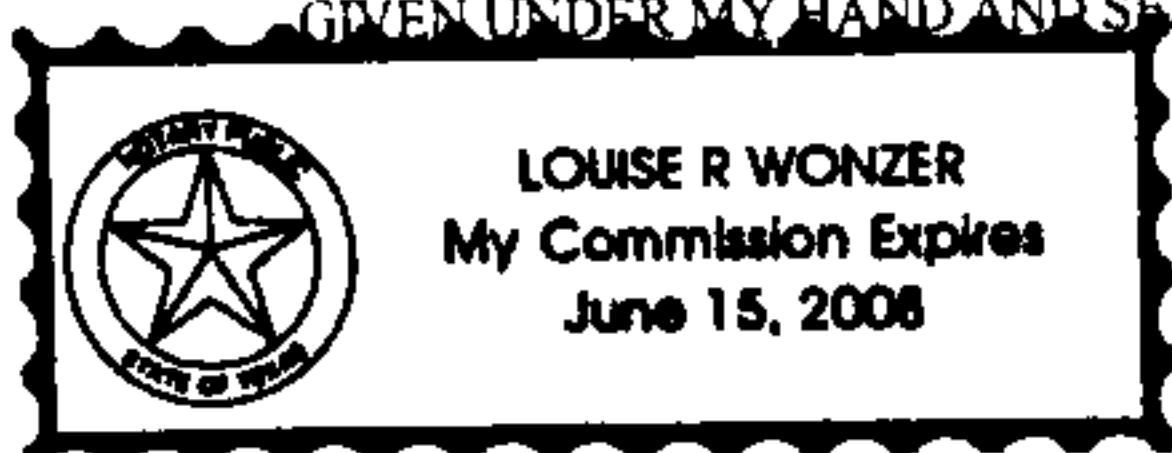
Assignee (2) -	Assignee (3) -
By -	By -
Title -	Title -

RECORDED Nov. 4 2005 4:00 P.M.
IN BOOK 1310+6 PAGE 315
FEES \$ 11.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
by Cynthia G. Friel

THE STATE OF TEXAS
COUNTY OF HARRIS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY TOM L. DODDS AS PRESIDENT OF ANDEX RESOURCES, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18th DAY OF OCTOBER, 2005.



Louise R. Wonzer
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

ASSIGNMENT REQUIREMENTS

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

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

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

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

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

6) 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.

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

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

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

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.

Acknowledgment

STATE OF NEW MEXICO)
) ss.
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 28th day of October, 2005, by Peyton Yates, Attorney-in-Fact for Yates Petroleum Corporation, a New Mexico corporation, on behalf of said corporation.



OFFICIAL SEAL
Paula J. Baker
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 8-22-09

Paula J. Baker
Notary Public

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
122 West 25th Street
Herschler Building, 3 W
Cheyenne, WY 82002-0

Wyoming Oil & Gas Lease Serial Number 97-00724 Assignment Approval Date - _____

ASSIGNOR, with name and address at, **ANDEX RESOURCES, L.L.C.
700 LOUISIANA, SUITE 1100
HOUSTON, TX 77002**

being the owner 25 percent LEASEHOLD
(Type Interest: Leasehold/Operating Rights/Overriding Royalty)

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

**TWP 30N, RGE 109W, 6TH PM
SEC 36: ALL
SUBLETTE COUNTY, WY
640 AC, M/L**

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

1) ASSIGNEE, with name and address at: **YATES PETROLEUM CORPORATION
105 SOUTH FOURTH STREET
DALLAS, TX 75231**

25 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.

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, 0%

This assignment is subject to any existing overriding royalties previously reserved. Reservations of overriding interests must be approved by the Director, and any such approval is subject to the condition that overriding royalties may be cancelled by the Board of Land Commissioners if it fir 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 signing on the reverse that this assignment constitutes a binding acceptance of all the terms, conditions, stipulations, restrictions and statutes gove the lease described above, and of the Rules of the Board, at Chapter 6, Leasing of Subsurface Resources.

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

Page 1 of 2 of Lease # 97-00724 assignment dated 10/18/05

ASSIGNMENT OF OVERRIDING ROYALTY

Wind River Resources, Inc., ("Assignor"), in consideration of Ten and more (\$10 000) Dollars and other consideration, receipt of which is hereby acknowledged, does hereby convey, transfer, assign and deliver unto

Christopher Saboda and Gretchen Saboda, tenants by the entirety 522 South 3rd Bozeman, MT 59715	10.000000%
Midhill, a Wyoming Partnership, as Trustee, f/b/o Jeanette Campbell P.O. Box 2680 Casper, WY 82602	3.333333%
Don Campbell and Jeanette Campbell, tenants by the entirety 1081 South Forest Drive Casper, WY 82609	2.222222%
Needmore Company P.O. Box 271104 Fort Collins, CO 80527	10.000000%
Jack B. Searle and Tamara D. Searle, tenants by the entirety 841 Hersch Avenue Pagosa Springs, CO 80303	22.222222%
Charles W. Farmer and Doreen Farmer, tenants by the entirety 2087 Prairie Road Riverton, WY 82501	4.444444%
Melvin T. Baker and Laurie L. Baker, tenants by the entirety 1856 South Jefferson Casper, WY 82602	5.000000%
Steve Borowski, for life, remainder to Summer Borowski and Logan Borowski P.O. Box 957 Kailua-Kona, HI 96745	3.333333%
Marilyn J. Rett, Trustee under the A. Anthony Rett and Marilyn Heiss Revocable Lifetime Trust, Subtrust B dated 4/29/93 3052 Via del Tirol Green Valley, AZ 85614	10.000000% 70.555554%

315118

RECORDED	<u>Nov. 7</u>	<u>2005 1:00 PM</u>
IN BOOK	<u>131046</u>	PAGE <u>217</u>
FEES \$	<u>22.00</u>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING		

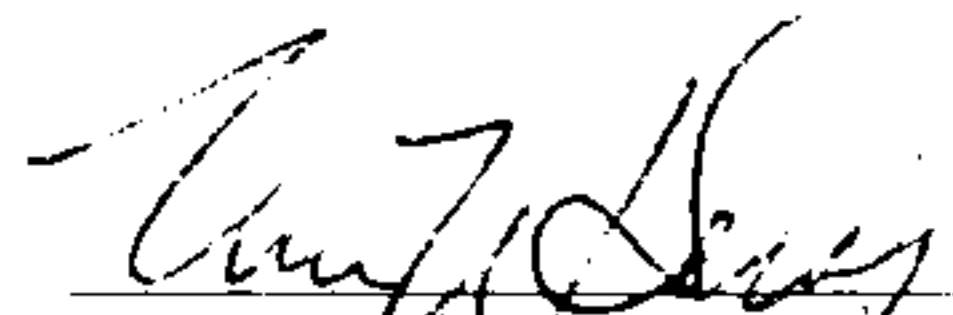
by Cynthia J. Friel

("Assignees") an undivided 70.555554% of Assignor's overriding royalty, in the proportions indicated, in all oil, gas and hydrocarbons produced from the lands and oil and gas leases, described on the attached Exhibit A, located in Sublette County, Wyoming:

TO HAVE AND TO HOLD the same unto the Assignees, their respective legal representatives, successors and assigns.

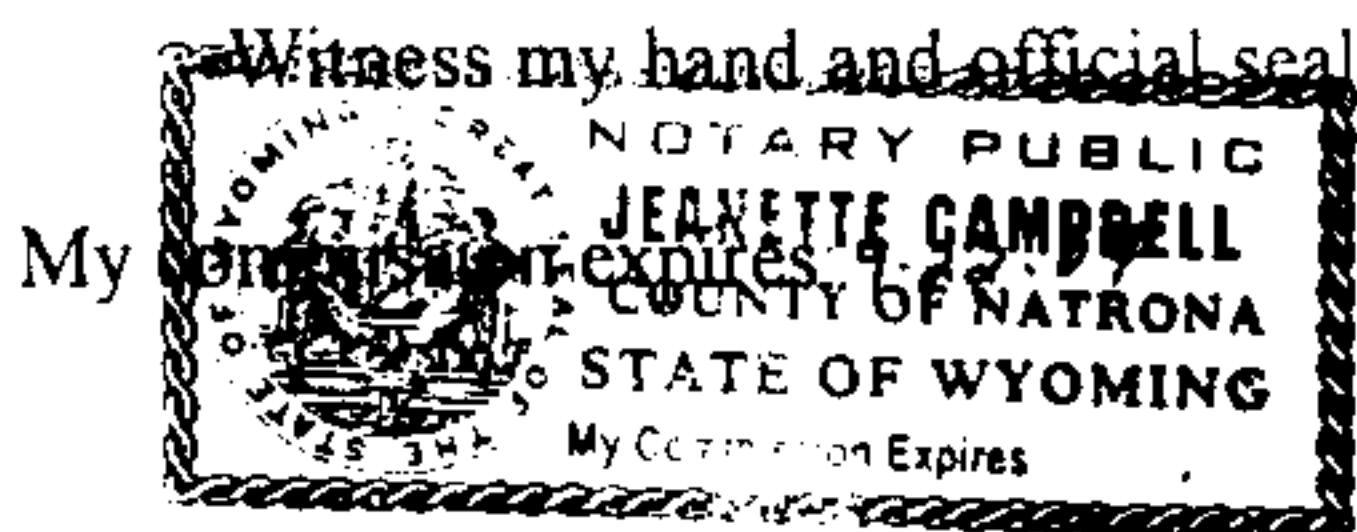
Executed this 31st day of October, 2005, but effective for all purposes September 1, 2005

WIND RIVER RESOURCES, INC.


Vice president

STATE OF WYOMING)
)SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me, this 31st day of October, 2005.





Notary Public

EXHIBIT A
to that Assignment of Overriding Royalty Interests from Wind River Resources,
Inc. to Christopher Saboda and Gretchen Saboda, et. al

Lease WYW-144994

Township 30 North, Range 108 West
 Section 5: Lots 1-4, S/2N/2, S/2
 Section 8: N/2
Township 31 North, Range 108 West
 Section 30: E/2
 Section 32: W/2

Lease WYW-144995

Township 31 North, Range 108 West
 Section 17: SW/4
 Section 18: E/2
 Section 20: W/2

Lease WYW-144996

Township 30 North, Range 108 West
 Section 6: Lots 1, 2, S/2NE/4
Township 31 North, Range 108 West
 Section 19: E/2
 Section 29: W/2
 Section 31: E/2

Lease WYW-0 006933

Township 30 North, Range 108 West
 Section 7: NE/4

Lease WYW-0 006934

Township 30 North, Range 108 West
 Section 6: SE/4
 Section 7: Lots 3, 4, E/2SW/4, SE/4
Township 30 North, Range 109 West
 Section 11: SE/4
 Section 12: S/2

Lease WYW-157988

Township 30 North, Range 109 West
 Section 10: S/2

Lease WYW-130233

Township 30 North, Range 109 West
 Section 11: SW/4

First Original

ASSIGNMENT OF OIL AND GAS ROYALTY

THIS AGREEMENT, made and entered into on the 14th day of January, A.D., 1954 by and between S. J. Jelso and Rita Jelso, his wife, hereinafter called Assignor, and Paul F. Catterson, hereinafter called Assignee:

WITNESSETH:

That the undersigned Assignor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), and other good and valuable considerations, to them in hand paid by said Assignee, the receipt whereof is hereby confessed and acknowledged, does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto said Assignee, his heirs, personal representatives and assigns, an overriding royalty interest equal to One and One-Half percent (1½%) of all of the oil, gas, natural gasoline, and other products obtained from gas, produced and saved from the following described lands under that certain oil and gas lease made and entered into by and between the United States and S. J. Jelso, as lessee, under date of July 1, 1951, bearing Wyoming Serial No. 06933 on the following described lands situated in Sublette County, State of Wyoming, to-wit:

T. 31 N., R. 108 W., 6th P.M.

Sec. 17: SW¼;
Sec. 18: E½;
Sec. 20: W½;
Sec. 30: E½;
Sec. 32: W½;

T. 30 N., R. 108 W., 6th P.M.

Sec. 5: All;
Sec. 7: NE¼;
Sec. 8: NE¼

2,550.20 Acres

TO HAVE AND TO HOLD all and singular the said royalty unto said Assignee, his heirs, personal representatives and assigns, forever. The Assignor does hereby warrant and agree to defend the title thereto unto said Assignee, his heirs, personal representatives and assigns, against all persons whomsoever lawfully claiming or to claim any interest therein.

WITNESS our hands and seals this 14th day of January, 1954.

STATE OF New Mexico)
COUNTY OF Sernalillo) ss

On this 14th day of January, A.D., 1954, before me personally appeared S. J. Jelso and Rita Jelso, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My commission expires:

11/20/56

Josephine K. Wendinger
Notary Public

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born ☒ ; Naturalized ☐ Corporation or other legal entity (specify what kind)
2. Assignee's other interests direct and indirect in oil and gas leases or offers therefor in the same State together with the acreage in this instrument do not exceed 15,360 chargeable acres.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto.
4. Amount remitted: Filing fee, \$10.00.

It is hereby certified that the statements made herein are true, complete and correct to the best of the undersigned's knowledge and belief, and are made in good faith.

Address:

516 atlas Bldg.
Salt Lake City, Utah

Paid \$10 assignment fee, Rec. 155485

315119 315119
RECORDED Nov. 7 2005 1:00 P.M.
IN BOOK 131 0+6 PAGE 220
FEES \$ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE WYOMING

RECORDED NOV. 7 1954 11:00 PM
IN BOOK 131046 PAGE 221
FEES \$ 8.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING

- Third Original

ASSIGNMENT OF OIL AND GAS ROYALTY

by Cynthia J. Friel

THIS AGREEMENT, made and entered into on the 4th day of February, A.D., 1954 by and between Paul F. Catterson, a single man hereinafter called Assignor, and George D. Fehr, a single man hereinafter called Assignee, of 502 Atlas Building, Salt Lake City, Utah

WITNESSETH:

That the undersigned Assignor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), and other good and valuable considerations, to him in hand paid by said Assignee, the receipt whereof is hereby confessed and acknowledged, does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto said Assignee, his heirs, personal representatives and assigns, an overriding royalty interest equal to One-fourth of One percent (1/4 of 1%) of all of the oil, gas, natural gasoline, and other products obtained from gas, produced and saved from the following described lands under that certain oil and gas lease made and entered into by and between the United States and E. J. Jelso as lessee, under date of July 1, 1951, bearing Wyoming Serial No. 00933 on the following described lands situated in Sublette County, State of Wyoming, to-wit:

CERTIFIED to be a true and comparative copy of the official records on file

OCT 28 2005

BUREAU OF LAND MANAGEMENT

T. 31 N., R. 108 E., 6th P.M.		
Sec. 17:	SW 1/4	
Sec. 18:	EA 1/4	
Sec. 20:	WA 1/4	
Sec. 30:	EA 1/4	
Sec. 32:	WA 1/4	
T. 30 N., R. 108 W., 6th P.M.		
Sec. 5:	All	
Sec. 7:	NE 1/4	
Sec. 8:	N 1/2	



2,550.20 Acres

TO HAVE AND TO HOLD all and singular the said royalty unto said Assignee, his heirs, personal representatives and assigns, forever. The Assignor does hereby warrant and agree to defend the title thereto unto said Assignee, his heirs, personal representatives and assigns, against all persons whomsoever lawfully claiming or to claim any interest therein.

WITNESS my hand and seal this 4th day of February 1954

Paul F. Catterson

STATE OF UTAH)
COUNTY OF Salt Lake) as

On this 4th day of February A. D., 1954, before me personally appeared Paul F. Catterson, a single man to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires: 4-1-56

Dorothy D. Edwards
Notary Public
Residing in Salt Lake City, Utah

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born ; Naturalized Corporation or or other legal entity (specify what kind)
2. Assignee's other interests direct and indirect in oil and gas leases or offers therefor in the same State together with the acreage in this instrument do not exceed 15,360 chargeable acres.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto.
4. Amount remitted: Filing fee, \$10.00.

It is hereby certified that the statements made herein are true, complete and correct to the best of the undersigned's knowledge and belief, and are made in good faith.

George D. Fehr
Address:

315143

RECORDED	NOV. 8	2005 9:10 AM
IN BOOK	131 0+6	PAGE 222
FEES \$	8.00	COUNTY CLERK

COMMUNICATION CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned is the owner of an interest in valid and subsisting oil and gas minerals in and under the following described property situated in Sublette County, Wyoming

Township 29 North. Range 114 West. 6th P.M.

Sec 22 ALL
Sec 23 W/2
Sec 27 N/2

THAT this Certificate is recorded to facilitate communication with the undersigned regarding this property. The undersigned's name, new address and telephone number is:

Cecile Jo Gillespie
3847 South Saint Louis Ave
Tulsa, OK 74105
918-747-3713

Dated this 26th day of October, 2005

Cecile Jo Gillespie

STATE OF OKLAHOMA}

} ss. Individual Acknowledgment

COUNTY OF TULSA}

Before me, the undersigned, a Notary Public in and for said County and State on this 26th day of October, 2005, Cecile Jo Gillespie personally appeared to me. She is 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.

Given under my hand and seal the day and year last above written. My commission expires: 10/6/2007

Notary Public

Eric E. Patterson

ERIC E. PATTERSON
Notary Public, State of Oklahoma
Tulsa County
Commission # 0391100

FORM 3000-3
(January 1996)UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENTFORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1995TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A
LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCESMineral 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 ☒ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

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

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

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

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interest	
	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"

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)

315144

(Title)

(Date)

RECORDED	NOV 8	2025 9:45 A.M.
IN BOOK	131 0+G	PAGE 223
FEES \$	25.00	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING		

by Cynthia J. Friel

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
West River Cross Road
Laramie, Wyoming 82002

38.05%

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 a bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

In geothermal transfers, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty, and may be added 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 14 day of Feb, 2005
THE RUSSELL PAUL ROSE GENERATION
Name of Transferor SKIPPING TRUST U/W/O JUDITH LYNN ROSE

Transferor
Please type or print
By: David W. Ridley, Trustee (Signature)
By: Karen R. Durrett, Trustee (Signature)
By: Rusty P. Rose, Trustee (Signature)
2122 Rice Avenue
(Transferor's Address)

Cleveland Texas 79336
(City) (State) (Zip Code)

Executed this 25TH day of MARCH, 2005

Transferee
By: Joseph P. Barrett (Signature)
Attorney-in-fact Joseph P. Barrett (Signature)

Executed this 18th day of April, 2005
TRUE OIL LLC

By: C. F. Pickard
C. F. Pickard, Attorney-in-Fact

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 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503

Section 101 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

EXHIBIT "A

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 The Russell Paul Rose Generation Skipping Trust U/W/O Judith Lynn Rose, 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 Section 33: SW/4NW/4SW/4, N/2N/2SW/4, S/2N 2, SE/4 Section 34: W/2SW/4 containing 560.00 acres, more or less	0.01250% *	0.01250% *	None	***	Those of Record
	0.01250% *	0.00875% *	0.00375% *	None	
	0.01250% *	0.00875% *	0.00375% *	None	
	0.01250% *	0.00875% *	0.00375% *	None	
WYW-038887 / April 1, 1973 Township 29 North, Range 114 West, 6th P.M. Section 4: Lot 4 (21.95) Section 4: SW.4NW/4, S.2NE/4, S/2 Section 5: Lots 1, 2, 3, S.2N 2, S.2 containing 1009.90 acres, more or less	0.00625% *	0.00625% *	None	***	Those of Record
	0.00625% *	0.004375% *	0.001875% *	None	
	0.00625% **	0.004375% **	0.001875% **	None	
	0.00625% **	0.004375% **	0.001875% **	None	
WYW-060629 / April 1, 1976 Township 29 North, Range 114 West, 6th P.M. Section 5: Lot 4 (19.45) Section 6: Lots 1 (19.65), 2 (19.99), S.2NE/4, S/4 containing 279.12 acres, more or less	0.00625% **	0.004375% **	0.001875% **	None	Those of Record
	0.00625% **	0.004375% **	0.001875% **	None	
	0.00625% **	0.004375% **	0.001875% **	None	
	0.00625% **	0.004375% **	0.001875% **	None	
WYW-062834 / September 1, 1978 Township 29 North, Range 114 West, 6th P.M. Section 6: Lots 1 (19.65), 2 (19.99), S.2NE/4, S/4 containing 279.12 acres, more or less	0.00625% **	0.004375% **	0.001875% **	None	Those of Record
	0.00625% **	0.004375% **	0.001875% **	None	
	0.00625% **	0.004375% **	0.001875% **	None	
	0.00625% **	0.004375% **	0.001875% **	None	

Lease Serial No. Land Description	Lease Effective Date	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
		Owned	Conveyed	Retained	Reserved	Previously Reserved or Conveyed
WYW-069874 Township 30 North, Range 114 West, 6th P.M. Section 31 SE 4 SE 4 containing 40.00 acres, more or less	January 1, 1980	0.083333% **	0.058333% **	0.025000% **	None	Those of Record
WYW-157630 Township 30 North, Range 114 West, 6th P.M. Section 33 N 2N/2	October 1, 1972	0.01250% *	0.00875% *	0.00375% *	None	Those of Record
Section 34 SW 4 NE 4, W/2NW 4, SE 4NW 4, E 2SW 4, W 2SE 4 containing 480.00 acres, more or less		0.01250% *	0.00875% *	0.00375% *	None	

* 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 the difference between existing burdens and twenty percent (20%). In the event, however, existing royalty burdens are at 19.0%, or greater, Farmer'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 undivided leasehold interest.

Subject to that certain Joint Agreement dated December 12, 2001, by and between World Oil Properties, Inc., and True Oil Company (as amended to include Williams Production RMT Company, as Operator)

Attached to and made a part of that certain Transfer of Operating Rights effective May 3, 2002, from The Russell Paul Rose Generation Skipping Trust U/W/O Judith Lynn Rose, Transferor, to True Oil LLC and Williams Production RMT Company, Transferees.

ACKNOWLEDGMENTS

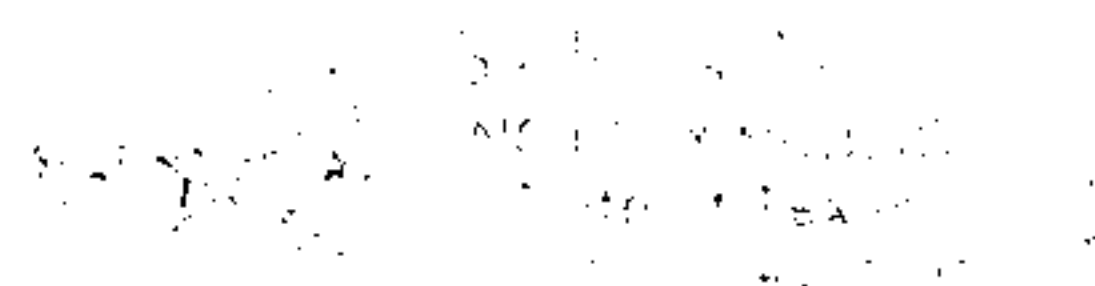
STATE OF TEXAS)
COUNTY OF Lubbock) SS

On this 18th day of February, 2005, before me personally appeared David W. Ridley, as Trustee, known to me and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires:
5-12-2006

Sandra J. King
Notary Public

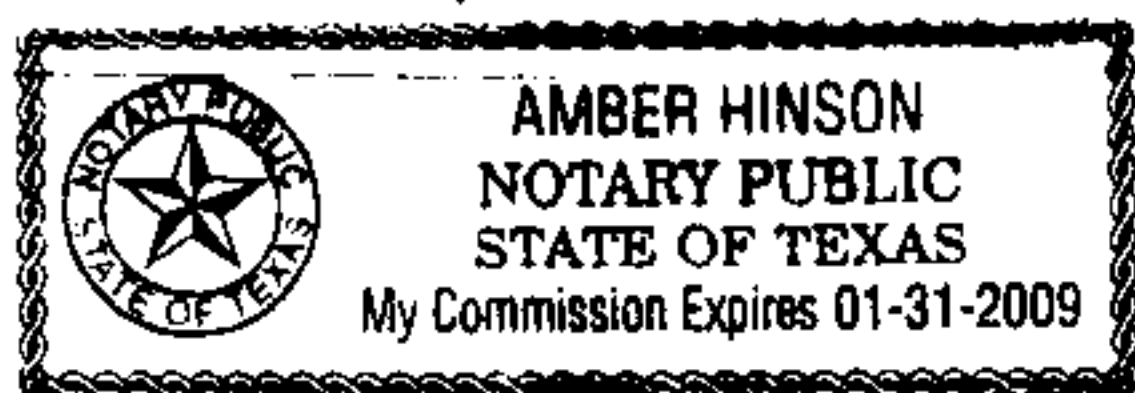


STATE OF TEXAS)
COUNTY OF Hockley) SS

On this 14 day of March, 2005, before me personally appeared Karen R. Durett, as Trustee, known to me and acknowledged to me that she executed the same.

Witness my hand and official seal.

My commission expires:



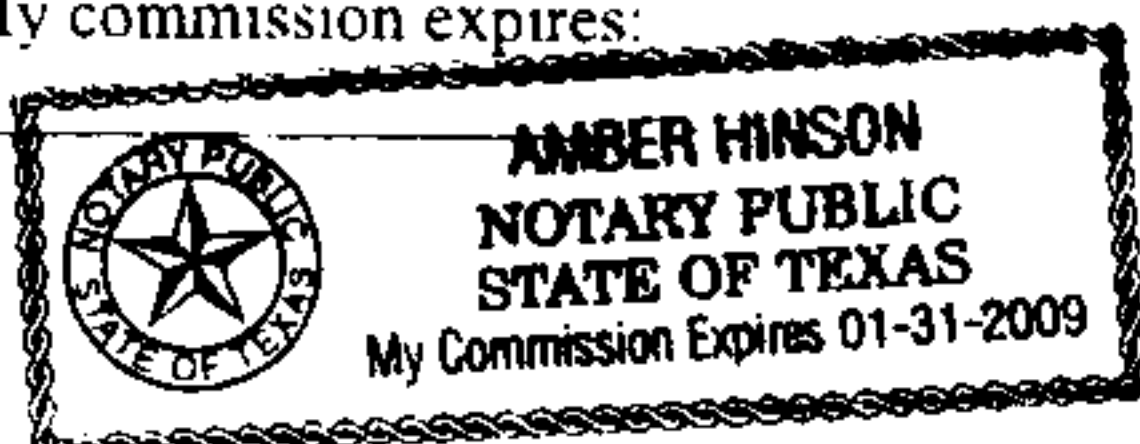
Amber Hinson
Notary Public

STATE OF TEXAS)
COUNTY OF Hockley) SS

On this 14 day of March, 2005, before me personally appeared Rusty P. Rose, as Trustee, known to me and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires:



Amber Hinson
Notary Public

Attached to and made a part of that certain Transfer of Operating Rights effective May 3, 2002, from The Russell Paul Rose Generation Skipping Trust U/W/O Judith Lynn Rose, Transferor, to True Oil LLC and Williams Production RMT Company, Transferees

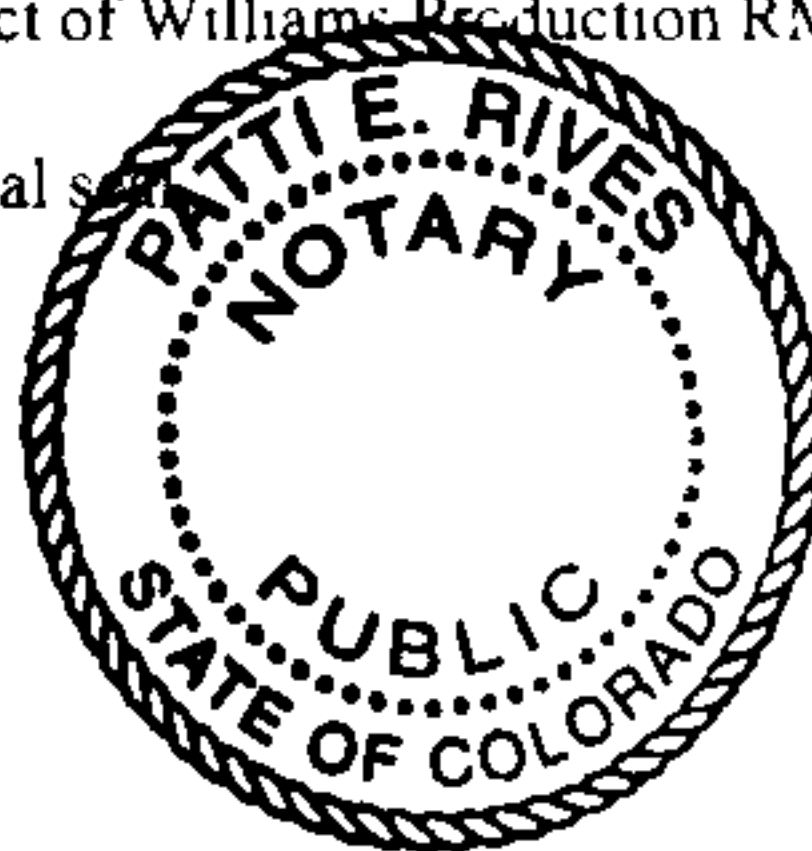
ACKNOWLEDGMENTS

STATE OF COLORADO)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 25 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 —



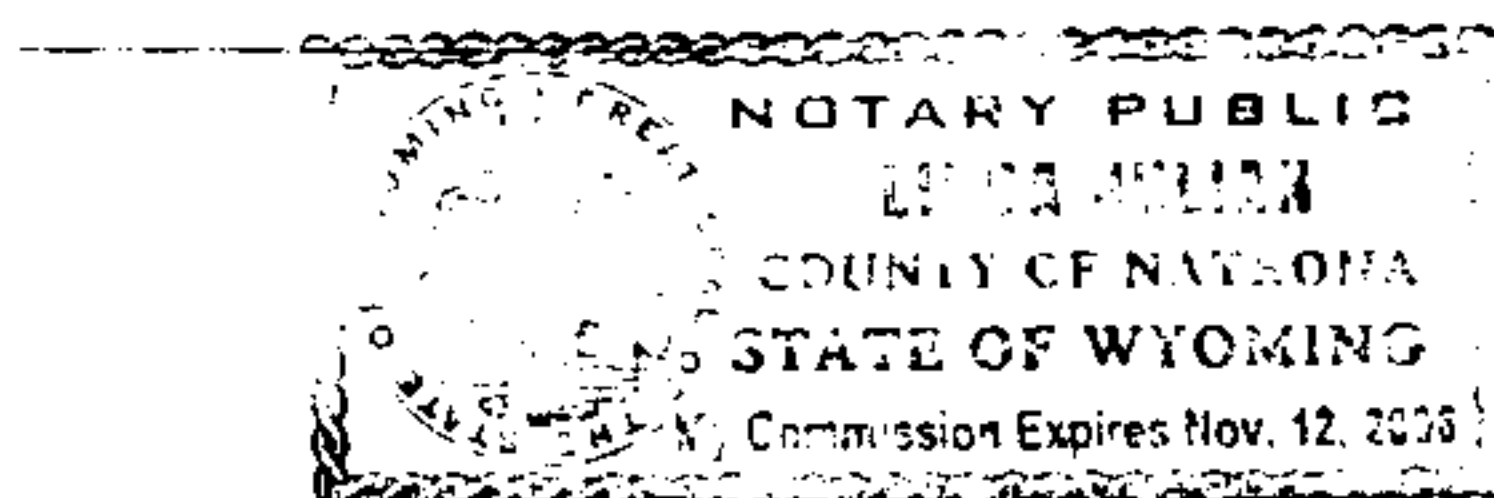
Pattie E. River
Notary Public

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 J. Pickard
Notary Public

FORM 3000-3
(January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0294
Expires: September 30, 1997

**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 ☒ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

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

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

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

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	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"

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)

315145

(Title)

(Date)

RECORDED <u>NOV. 8</u> 20 <u>05</u> 9:45AM
IN BOOK <u>131 046</u> PAGE <u>229</u>
FEES \$ <u>25.00</u> COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Cynthia J. Friel

2. If 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.

TRUE OIL LLC 38.05%
875 West River Cross Road
Casper, Wyoming 82602

Return to:
Williams Production RMT
1515 Arapahoe St.
Denver CO 80202

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

- The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
- Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the 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 3200 or 3201) and the authorizing Acts; (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) transferee is not in violation of sec. 41 of the Mineral Leasing Act.
- Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

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

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

Effective between the parties hereto as of May 3, 2002

Executed this 14 day of Feb, 2005

Executed this 25th day of MARCH, 2005

THE KAREN ROSE DURRETT GENERATION
Name of Transferor: SKIPPING TRUST U/W/O JOHNNIE PAUL ROSE

WILLIAMS PRODUCTION RMT COMPANY

Transferor

Transferee

Please type or print
David W. Ridley
By: David W. Ridley, Trustee (Signature)

By:

Karen R. Durrett
By: Karen R. Durrett, Trustee (Signature)

Attorney-in-fact

Russell P. Rose
By: Rusty P. Rose, Trustee (Signature)

Joseph P. Barrett (Signature)

By: Rusty P. Rose, Trustee (Signature)

Executed this 18th day of April, 2005

2122 Rice Avenue

TRUE OIL LLC

(Transferor's Address)

Levelland

Texas

79336

(City)

(State)

(Zip Code)

By:

C. F. Pickard
C. F. Pickard, Attorney-in-Fact

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 80225-0047 and the Office of Management and Enterprise Support, Bureau of Land Management Project (1004-0034), Washington, D.C. 20503.

It is made 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.

[illegible]

"ONLY INSOLUBLE ISLANDS DESCRIBED"

Lease Serial No. Lease Effective Date Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interest	
	Owned	Conveyed	Retained	Reserved	Previously Reserved or Conveyed
WYVW-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	0.01250% *	0.01250% *	None	***	Those of Record
Section 33: SW/4NW/4SW/4, N/2N/2SW/4, S/2N/2, SE/4	0.01250% *	0.00875% *	0.00375% *	None	
Section 34: W/2SW/4 containing 560.00 acres, more or less	0.01250% *	0.00875% *	0.00375% *	None	
WYVW-038887 / April 1, 1973 Township 29 North, Range 114 West, 6th P.M. Section 4: Lot 4 (21.05)	0.00625% *	0.00625% *	None	***	Those of Record
Section 4: SW/4NW/4, S/2NE/4, S/2	0.00625% *	0.004375% *	0.001875% *	None	
Section 5: Lots 1, 2, 3, S/2N/2, S/2 containing 1000.90 acres, more or less	0.00625% **	0.004375% **	0.001875% **	None	
WYVW-060620 / April 1, 1976 Township 29 North, Range 114 West, 6th P.M. Section 5: Lot 4 (19.49)	0.03250% **	0.02275% **	0.00975% **	None	Those of Record
Section 6: Lots 1 (19.64), 2 (19.99), S/2NE/4, SE/4 containing 299.12 acres, more or less					
WYVW-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), 7 (31.06), SE/4NW/4, E/2SW/4 containing 262.34 acres, more or less	0.10000% **	0.07000% **	0.03000% **	None	Those of Record

Section Name, Location, Date
and Description

Owned

Leased

Produced

Reserved

Leased, Reserved
or Leased

WYVW-157630 (October 1, 1980)

Township 30 North, Range 114 West, 6th P.M.

Section 31 SE 48 1

containing 40.50 acres, more or less

0.0183335% **

0.0183335% **

0.025000% **

None

Those of Record

WYVW-157630 (October 1, 1972)

Township 30 North, Range 114 West, 6th P.M.

Section 33 N 2N 2

0.01250% *

0.00875% *

0.00375% *

None

Those of Record

Section 34 SW 4N 4, W 2NW 4, SE 4NW 4, E 2SW 4, W 2SE 4
containing 480.00 acres, more or less

0.01250% *

0.00875% *

0.00375% *

None

* 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 the difference between existing burdens and twenty percent (20%). In the event, however, existing royalty burdens are at 19.0% or greater, Farnor'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 undivided leasehold interest.

Subject to that certain Farnor Agreement dated December 12, 2001, by and between Wold Oil Properties, Inc., and True Oil Company (as amended to include Williams Production RMT Company as Operator).

Attached to and made a part of that certain Transfer of Operating Rights effective May 3, 2002, from LL
 Karen Rose Durrett Generation Skipping Trust U/W/O Johnie Paul Rose, Transferor, to True Oil LLC
 and Williams Production RMT Company, Transferees.

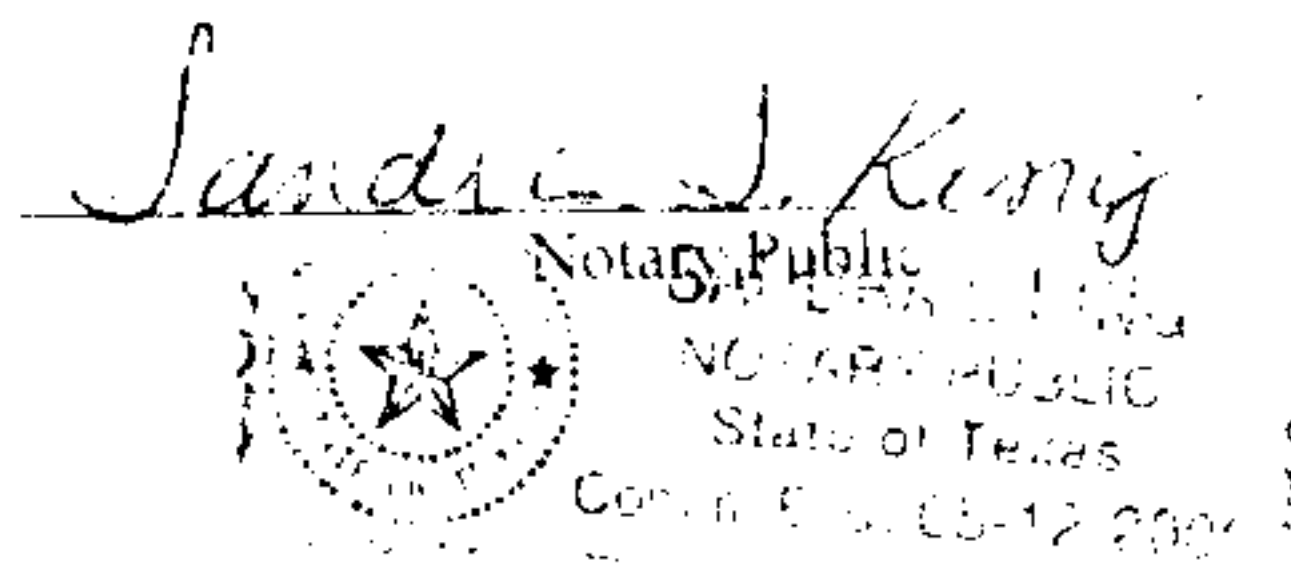
ACKNOWLEDGMENTS

STATE OF TEXAS)
) SS
 COUNTY OF Subbock)

On this 18th day of February, 2005, before me personally appeared David W. Ridley, as
 Trustee, known to me and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires:
5-12-2006

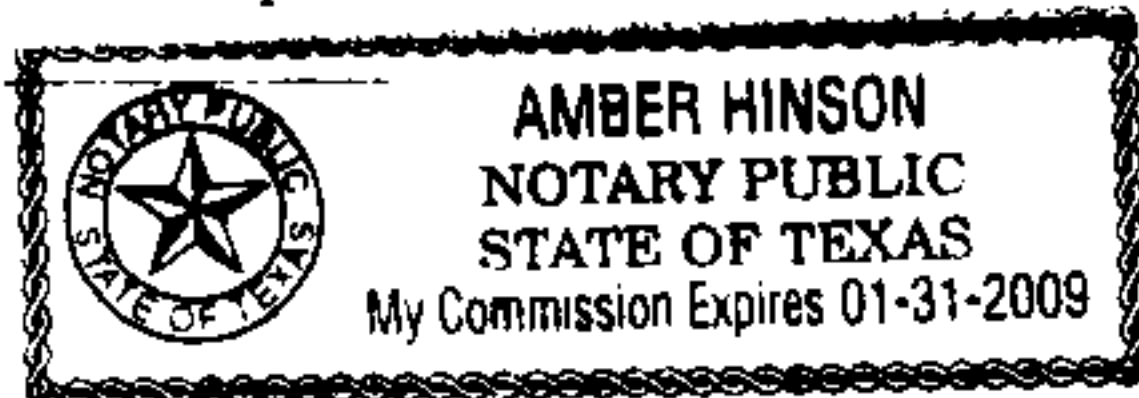


STATE OF TEXAS)
) SS
 COUNTY OF Hockley)

On this 14 day of March, 2005, before me personally appeared Karen R. Durrett,
 Trustee, known to me and acknowledged to me that she executed the same.

Witness my hand and official seal.

My commission expires:



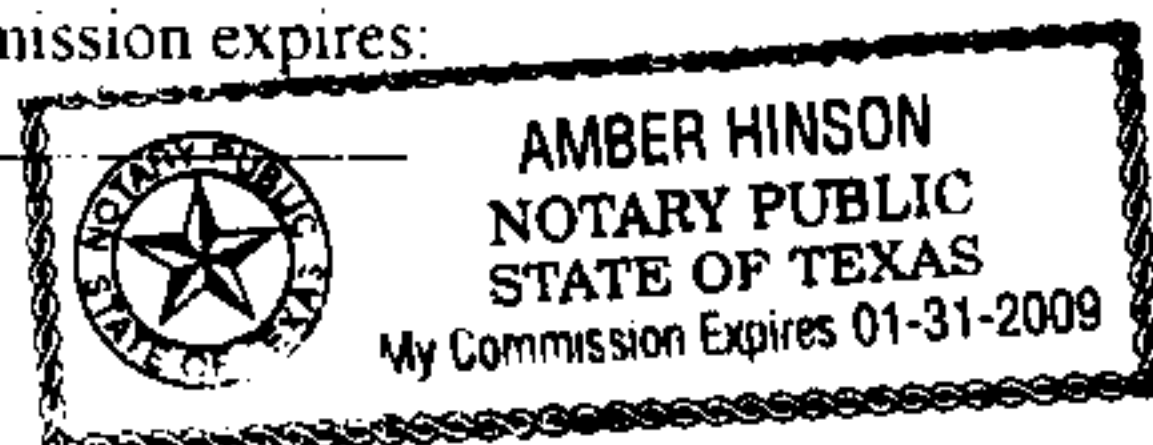
ADS
 Notary Public

STATE OF TEXAS)
) SS
 COUNTY OF Hockley)

On this 14 day of March, 2005, before me personally appeared Rusty P. Rose, as
 Trustee, known to me and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires:



ADS
 Notary Public

Attached to and made a part of that certain Transfer of Operating Rights effective May 3, 2002, from The Karen Rose Durrett Generation Skipping Trust U/W/O Johnie Paul Rose, Transferor, to True Oil LLC and Williams Production RMT Company, Transferees

ACKNOWLEDGMENTS

STATE OF COLORADO)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 25 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



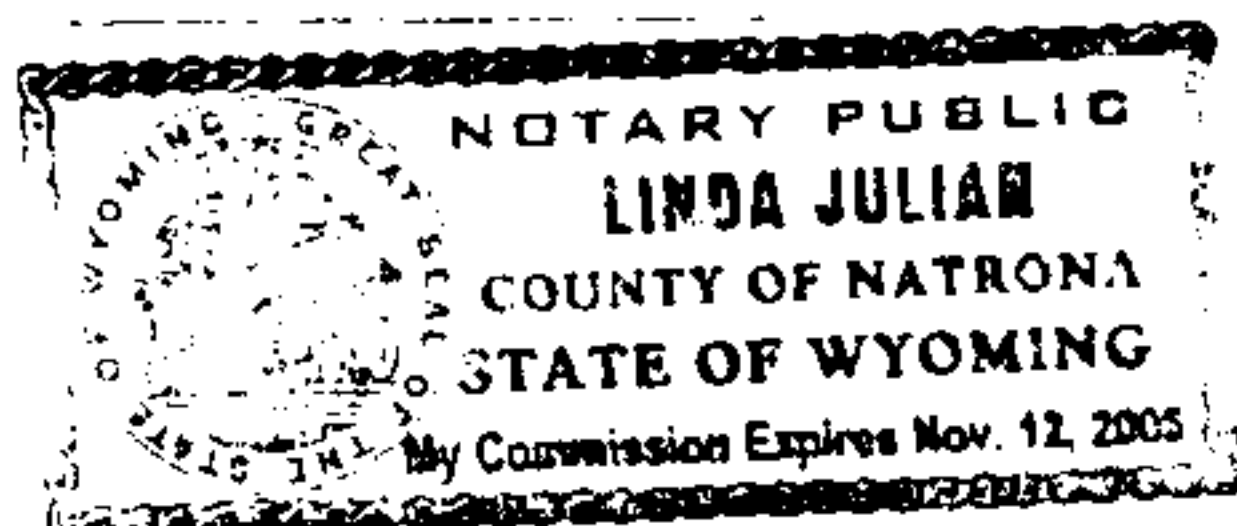
Pattie E. Rives
Notary Public

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

3000-3
January 1996)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0054
Expires September 30, 2005

RECEIVED
2005 MAY 17 AM 10:30
CHEYENNE, WYOMING

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

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

SEE EXHIBIT

W-38887

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

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 ☒ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

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

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

This transfer (sublease) conveys the following interest:

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. a	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	b	c	d	e	f
SEE ATTACHED EXHIBIT "A"	See Exhibit "A"	See Exhibit "A"	See Exhibit "A"	See Exhibit "A"	See Exhibit "A"
ORIGINAL DOCUMENT IN FILE W-36428					

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

THE UNITED STATES OF AMERICA

ORIGINAL

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

Transfer approved effective JUN 01 2005

by Linda Hooker
(Authorized Officer)

315146

LAND LAW EXAMINER

(Title)

JUL 08 2005

(Date)

RECORDED NOV. 8 2005 10:00AM
IN BOOK 1310+6 PAGE 235
FEES \$ 31.00 COUNTY CLERK
SUBLETTE COUNTY/PINEDALE, WYOMING

CERTIFIED
to be a true and comparative copy
of the official records on file

OCT 14 2005

BUREAU OF LAND MANAGEMENT

Return to:
Williams Production RMT
1515 Arapahoe St
Denver CO 80202

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
Denver, Colorado 80202

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality, or a corporation organized under the 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 3104, 3134, and 3206) and the authorizing Acts; (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) transferee is not in violation of sec. 41 of the Mineral Leasing Act.

Transferee's signature to this 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 lands as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

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

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

Effective between the parties hereto as of May 3, 2002

Agreed to 24th day of March, 2005

Executed this 25th day of MARCH, 2005

HUNTINGTON T. WALKER and CAROL N

Transferor: WALKER, as Joint Tenants with Right of Survivorship

Please type or print

Transferor

By: Huntington T. Walker (Signature)

By: Carol N. Walker (Signature)

2901 South Fillmore Way

(Transferor's Address)

Denver Colorado 80210
(City) (State) (Zip Code)

WILLIAMS PRODUCTION RMT COMPANY

Transferee

By:

Attorney-in-fact

Joseph P. Barren (Signature)

Executed this 18th day of April, 2005

By: C. F. Pickard
C. F. Pickard, Attorney-in-Fact

BURDEN HOURS STATEMENT

The estimated 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, Office of Management and Administration, Bureau Clearance Officer, (DW-110), Denver Federal Center, Building 40, Box 25047, Denver, CO 80225-0047 and the Office of Management and Administration, Bureau Clearance Officer, (1004-0034), Washington, D.C. 20503.

I declare under penalty of perjury that I am not knowingly and willfully making any false, fictitious or fraudulent statement or representation on this form.

Signature of Transferor

2005

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 herein by the #38-32F Well, by and between Huntington T. Walker and Carol N. Walker, Joint Tenants with Right of Survivorship, as "Transferors", and True Oil LLC, and Williams Production RMT Company, as "Transferees".

705 1111 E. 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	3.954397% *	3.954397% *	None *	***	Those of Record
Section 33: SW/4NW/4SW/4, N/2N/2SW/4, S/2N/2, SE/4	3.954397% *	2.768078% *	1.186319% *	None	
Section 34: W/2SW/4 containing 560.00 acres, more or less	3.954397% *	2.768078% *	1.186319% *	None	
WYW-038887 / April 1, 1973 Township 29 North, Range 114 West, 6th P.M. Section 4: Lot 4 (21.05)	5.674518% *	5.674518% *	None *	***	Those of Record
Section 4: SW 4NW/4, NW/4SW/4	5.674518% *	3.9721626% *	1.7023554% *	None	
Section 5: Lots 1, 2, 3, S/2N/2, NE/4SW/4, SE/4	5.674518% **	3.9721626% **	1.7023554% **	None	
Section 4: S 2NE/4, E/2SW/4, SW/4SW/4, SE/4	11.674518% *	8.1721626% *	3.5023554% *	None	
Section 5: W/2SW/4, SE/4SW/4 containing 1900.00 acres, more or less	11.674518% **	8.1721626% **	3.5023554% **	None	
WYW-049633 / April 1, 1975 Township 29 North, Range 114 West, 6th P.M. Section 4: Lot 4 (21.15)	20.00% *	20.00% *	None *	***	Those of Record
Section 3: Lot 4 (22.17), S/2NW/4, SW/4 Section 4: Lot 1 (21.35), 2 (21.25), 3 (21.05), 4 (21.05) containing 1000.00 acres, more or less	20.00% *	14.00% *	6.00% *	None	

CERTIFIED

to be a true and comparative copy
of the official records on file

OCT 11 2005

2005

Lease Serial No. / Lease Effective Date Land Description	Percent of Interest	Percent of Overriding Royalty or Similar Interests			
		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	205 MAY 17 AM 10:30 3.82296% **	3.82296% **	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	8.4420838% **	5.9094587% **	2.5326251% **	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	8.4628258% **	5.9239706% **	2.53884774% **	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	7.663470% **	5.364429% **	2.299041% **	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	3.82296% **	2.676072% **	1.146888% **	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, N/2NW/4, SE 4NW/4, E 2SW/4, W 2SE/4 containing 480.00 acres, more or less	3.954397% * 1.954397% *	2.765038% * 2.765038% *	1.186319% * 1.186319% *	None None	Those of Record

CERTIFIED

to be a true and correct copy
of the official records on file

OCT 14 2005

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
WYVW-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	20.00% *	14.00% *	6.00% *	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, Farnor'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, by and between Wold Oil Properties, Inc., and True Oil Company (as amended to include Williams Production RMT Company, as a Farmee and Operator). Said Farmout Agreement was ratified by Huntington T Walker and Carol N. Walker.

CERTIFIED

to be a true and comparative copy
of the official records on file

OCT 11 2005

BUREAU OF LAND MANAGEMENT

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"

10-38887

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

Transferee (Sublessee)* WILLIAMS PRODUCTION RMT COMPANY 61.95%
Street 1515 Arapahoe Street, Tower 3, Suite 1000
City, State, ZIP Code Denver, CO 80202

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

Check one: ☒ Oil and Gas Lease, or ☐ Geothermal Lease

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

This transfer (sublease) conveys the following interest:

Land Description <small>Use 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.</small>	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	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"

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
interest in this lease.

ORIGINAL

Transfer approved effective JUN 01 2005

LAND LAW EXAMINER

JUL 08 2005

(Authorized Officer)

(Title)

(Date)

RECORDED NOV. 2 2005 10:00AM
IN BOOK 1310+G PAGE 240
FEES \$ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

By Cynthia G. Friel

CERTIFIED
to be a true and comparative copy
of the official records on file

OCT 14 2005

BUREAU OF LAND MANAGEMENT

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 section 7 of the Mineral Leasing Act; and (f) transferee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

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

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

Effective between the parties hereto as of May 3, 2002

Executed this 23 day of February, 2005

Name of Transferor GPM, Inc.

Please type or print

Transferor

By: Milton D. McKenzie, President (Signature)

(Signature)

14860 Montfort Drive, Suite 209

(Transferor's Address)

Dallas Texas 75254
(City) (State) (Zip Code)

Executed this 7th day of March, 2005

WILLIAMS PRODUCTION RML COMPANY

Transferee

By:

Attorney-in-fact

Joseph P. Barrett (Signature)

Executed this 18th day of April, 2005

By:

C. F. Pickard, Attorney-in-Fact

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 80225-0047 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.

EXHIBIT "A"

Attached to add 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 herein by the #16-32F Well, by and between

705 MAY 17 AM 10:30

GPM, Inc., as "Transferor", and True Oil LLC, and Williams Production RMT Company, as "Transferee"

Riley Ridge Field - Sublette County, Wyoming

FILED
CLU
SHERIDAN, 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
WYVW-038887 / April 1, 1973 Township 29 North, Range 114 West, 6 th P.M. Section 4: Lot 4 (21.05)	12.00% *	12.00% *	None *	***	Those of Record
Section 4: SW/4NW/4, NW/4SW/4	12.00% *	8.40% *	3.60% *	None	
Section 5: Lots 1 (20.60), 2 (19.81), 3 (19.44), S/2N/2, NE/4SW/4, SE/4 Containing 520.90 acres, more or less	12.00% **	8.40% **	3.60% **	None	
WYVW-060620 / April 1, 1976 Township 29 North, Range 114 West, 6 th 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	1.50000% **	1.05000% **	0.45000% **	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, Farnor'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 Farnor Agreement dated December 12, 2001, by and between World Oil Properties, Inc., and True Oil Company (as amended to include Williams Production RMT Company, as Farnor and Operator).

CERTIFIED

to be a true and comparative copy
of the original records on file

OCT 14 2005

WYOMING COUNTY CLERK

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"

W-38857

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

Transferee (Sublessee)* WILLIAMS PRODUCTION RMT COMPANY 61.95%
Street 1515 Arapahoe Street, Tower 3, Suite 1000
City, State, ZIP Code Denver, CO 80202

Is there more than one transferee? Check here ☒ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate sheet of paper.

Check one (check only) ☒ Oil and Gas Lease, or ☐ Geothermal Lease

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

This transfer (sublease) conveys the following interest:

Land Description <small>Do not exceed 10 lines. If needed, Do not submit documents or agreements other than this form. Documents or agreements shall only be referenced herein.</small>	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	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"

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.

Effective date JUN 01 2005

Sandra Hooker
(Authorized Officer)

315148

LAND LAW EXAMINER

(Title)

JUL 08 2005

(Date)

RECORDED NOV. 8 2005 11:00AM.
IN BOOK 13104G PAGE 243
FEES \$ 14.00 COUNTY CLERK
SUBLETTE COUNTY PINESDALE, WYOMING
by Cynthia G. Friel

CERTIFIED
to be a true and comparative copy
of the official records on file
OCT 14 2005
ek daw
BUREAU OF LAND MANAGEMENT

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 18 day of February, 2005

Name of Transferor JETTA PRODUCTION COMPANY, Inc.

Please type or print

Transferor *Gregory A. Bird*
By: Gregory A. Bird, Vice President (Signature)

Attest: _____
(Signature)

777 Taylor Street

(Transferor's Address)

Fort Worth, Texas 76102
(City) (State) (Zip Code)

Executed this 7th day of March, 2005

WILLIAMS PRODUCTION RMT COMPANY

Transferee _____
By: _____

Attorney-in-fact *Joseph P. Barrett*
Joseph P. Barrett (Signature)

Executed this 18 day of April, 2005

By: *C. F. Pickard*
C. F. Pickard, Attorney-in-Fact

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 the data needed to complete the form, 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 80225-0047 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.

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 herein by the #16-32F Well, by and between

2005 MAY 17 ~~Williams Production Company, 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
WYYW-038887 / April 1, 1973 Township 29 North, Range 114 West, 6 th P.M. Section 4: Lot 4 (21.05)	7.50000% *	7.50000% *	None *	***	Those of Record
Section 4: SW/4NW/4, NW/4SW/4	7.50000% *	5.25000% *	2.25000% *	None	
Section 5: Lots 1 (20.60), 2 (19.81), 3 (19.44), S/2N/2, NE/4SW/4, SE/4 Containing 520.90 acres, more or less	7.50000% **	5.25000% **	2.25000% **	None	
WYYW-060620 / April 1, 1976 Township 29 North, Range 114 West, 6 th 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	0.93750% **	0.65625% **	0.28125% **	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-114W, 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, Farnor'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 Farnout Agreement dated December 12, 2001, by and between World Oil Properties, Inc., and True Oil Company (as amended to include Williams Production RMT Company, as a Farnce and Operator).

CERTIFIED

to be a true and comparative copy
of the original records on file

OCT 14 2005

WORLD OIL PROPERTIES, INC.

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

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 ☒ 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.

Transfer is for: (check one) ☒ Oil and Gas Lease, or ☐ Geothermal Lease

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

This transfer (sublease) conveys the following interest:

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. a	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned b	Conveyed c	Retained d	Reserved e	Previously reserved or conveyed f
SEE ATTACHED EXHIBIT "A"	See Exhibit "A"	See Exhibit "A"	See Exhibit "A"	See Exhibit "A"	See Exhibit "A"

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

THE UNITED STATES OF AMERICA

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

Transfer approved effective JUN 01 2005

Linda Hooker 315149
(Authorized Officer)

LAND LAW EXAMINER
(Title)

JUL 08 2005
(Date)

RECORDED NOV. 8 2005 10:00AM
IN BOOK 131 D+G PAGE 246
FEES 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINNACLE WYOMING
by Cynthia G. Friel

CERTIFIED
to be a true and comparative copy
of the official records on file
OCT 14 2005
[Signature]
BUREAU OF LAND MANAGEMENT

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%
395 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 of the Mineral Leasing Act; and (f) transferee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

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

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

Effective between the parties hereto as of May 3, 2002

Executed this 21 day of February, 2005

Name of Transferor PROVIDENCE ENERGY CORPORATION

Transferor Michael Allen
By: Michael Allen, President (Signature)

Attest: _____ (Signature)

14860 Montfront Drive, Suite 209
(Transferor's Address)

Dallas Texas 75254
(City) (State) (Zip Code)

Executed this 7th day of March, 2005

Transferee WILLIAMS PRODUCTION RMT COMPANY

By: _____

Attorney-in-fact Joseph P. Barrett (Signature)

Executed this 78th day of April, 2005

By: E. F. Pickard
E. F. Pickard, Attorney-in-Fact

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 80225-0047 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.

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 herein by the #16-32F Well, by and between Providence Energy Corporation, 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-038887 / April 1, 1973 Township 29 North, Range 114 West, 6 th P.M. Section 4: Lot 4 (21.05) Section 4: SW/4NW/4, NW/4SW/4 Section 5: Lots 1 (20.60), 2 (19.81), 3 (19.44), S/2N/2, NE/4SW/4, SE/4 Containing 520.90 acres, more or less	6.00000% *	6.00000% *	None *	***	Those of Record
	6.00000% *	4.20000% *	1.80000% *	None	
	6.00000% **	4.20000% **	1.80000% **	None	
	0.75000% **	0.52500% **	0.22500% **	None	
WYW-060620 / April 1, 1976 Township 29 North, Range 114 West, 6 th 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	0.75000% **	0.52500% **	0.22500% **	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/SE/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, Farnor'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, by and between World Oil Properties, Inc., and True Oil Company (as amended to include Williams Production RMT Company, as Farmee and Operator)

CERTIFIED

to be a true and comparative copy
of the original records on file

OCT 14 2005

IRM 3600-3
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"

38587

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 ☒ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

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

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

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

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interest	
	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"

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

ORIGINAL

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

☒ Transfer approved effective JUN 01 2005

By Linda Hooker
(Authorized Officer)

315150

LAND LAW EXAMINER

(Title)

JUL 08 2005

(Date)

RECORDED NOV. 8 2005 10:00AM
IN BOOK 131-046 PAGE 249
FEES \$ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Loretta A. Friel

CERTIFIED
to be a true and comparative copy
of the official records on file

OCT 14 2005

BUREAU OF LAND MANAGEMENT

and use additional 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.

RUE OIL LLC 38.05%
95 West River Cross Road
Aspen, WY 82902

Return to:
Williams Production RMT
1515 Arapahoe St.
Denver CO 80202

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

- The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
- Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the 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.
- Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

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

Effective between the parties hereto as of May 3, 2002

Executed this 18 day of February, 2005

Name of Transferor JPC, L.L.C.

Please type or print

Transferor Richard L. Cornelius

By: Richard L. Cornelius, Vice President (Signature)

Attest _____ (Signature)

777 Taylor Street
(Transferor's Address)

Fort Worth, Texas 76102
(City) (State) (Zip Code)

Executed this 7th day of March, 2005

WILLIAMS PRODUCTION RMT COMPANY

Transferee _____

By:

Attorney-in-fact Joseph P. Barrett

(Signature)

Executed this 18th day of April, 2005

By: C. F. Pickard
C. F. Pickard, Attorney-in-Fact

BURDEN HOURS STATEMENT

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JPC, L.L.C., 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
WYVW-038887 / April 1, 1973 Township 29 North, Range 114 West, 6 th P.M. Section 4: Lot 4 (21.05)	4.50000% *	4.50000% *	None *	***	Those of Record
Section 4: SW/4NW/4, NW/4SW/4	4.50000% *	3.15000% *	1.35000% *	None	
Section 5: Lots 1 (20.60), 2 (19.81), 3 (19.44), S/2N/2, NE/4SW/4, SE/4 Containing 520.90 acres, more or less	4.50000% **	3.15000% **	1.35000% **	None	
WYVW-060620 / April 1, 1976 Township 29 North, Range 114 West, 6 th 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	0.56250% **	0.39375% **	0.16875% **	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, by and between Wold Oil Properties, Inc. and True Oil Company (as amended to include Williams Production RMT Company, as Farmee and Operator).

CERTIFIED

to be a true and comparative copy
of the official records on file

OCT 14 2005

315172

WILLIAMS GAS PROCESSING COMPANY
RIGHT-OF-WAY AND EASEMENT
FORM WFS 1960 (6-89)

RECORDED NOV. 9 2005 11:00A-M
IN BOOK 131 0+6 PAGE 252
FEES \$ 8.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cynthia J. Fried

STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

The undersigned, Grantor, for and in consideration of the mutual covenants and promises herein contained, to the Grantor in hand paid by WILLIAMS GAS PROCESSING COMPANY, P.O. Box 21628, Tulsa, Oklahoma 74121, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, an exclusive right-of-way and easement to locate, survey a route, construct, entrench, maintain, protect, inspect and operate a pipeline with appurtenances including but not limited to valves, metering equipment, electrical cable, cathodic equipment, roads and communication cable (said pipeline, appurtenances, valves, metering equipment, cathodic equipment, communication cable and roads being hereinafter sometimes collectively called the "facilities") over, under and through the hereinafter described land, approximately along the line designated by survey heretofore made or hereafter to be made by Grantee, through and over the said land on a right-of-way Fifty (50) feet in width:

<u>Subdivision</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>PM</u>
S1/2	31	28 N	113 W	6th

This right-of-way and easement shall carry with it the right of ingress and egress to and from, and access on and along said right-of-way, with the right to use existing roads, for the purpose of constructing, inspecting, repairing, protecting and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipeline with either like or different size pipe. During temporary periods Grantee may use such portions of the property along and adjacent to said right-of-way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate, protect and maintain the facilities over the right-of-way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, its heirs, legal representatives and successors in title.

Grantee shall compensate the Grantor for all actual damages to Grantor's growing crops, pasture, fences, livestock and other real or personal property improvements caused by the construction, maintenance, repair, replacement or removal of the pipeline and appurtenant facilities. Grantee shall compensate the Grantor for all damages to Grantor's timber caused by the initial construction of the facilities; thereafter, Grantee shall have the right to cut and keep clear without payment of damages all trees, brush and other obstructions that may in the Grantee's opinion endanger, hinder or conflict with the construction, operation, inspection, protection, maintenance and use of said pipeline and appurtenant facilities.

Grantee further agrees that within a reasonable time following the completion of construction, Grantee shall restore said right-of-way to a condition equal to or better than that which existed prior to construction to the extent practicable. Restoration shall include, where necessary, final grading, reseeding and installation of erosion control structures.

Grantor reserves the right to use and enjoy said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with Grantee's surface or subsurface rights hereunder, or disturb its facilities and no road, reservoir, excavation, change in surface grade, obstruction or structure shall be constructed, created or maintained on, over, along or within said right-of-way without Grantee's prior written consent. Grantee shall, during initial construction in cultivated lands, bury said pipeline below ordinary cultivation depth.

Grantor represents and warrants that he/she is the owner in fee simple of the said described land. Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto.

It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant or agreement not herein expressed
WITNESS THE EXECUTION HEREOF THE 2nd DAY OF November, 2005.

By:

GRANTOR(S) J.F. RANCH, INC.

Witness to Signature(s) *William J. McGinnis III*
William J. McGinnis III - President

STATE OF WYOMING
) ss.
COUNTY OF SUBLETTE)

On this 2nd day of Nov., 2005, personally appeared William J. McGinnis III, President of J.F. Ranch, known to me to be the identical person who executed this and foregoing instrument, and acknowledged to me that he executed the same as his free act and deed, on behalf of J.F. Ranch.



Karen S. Wenz
Notary Public

Project Name: Tip Top Unit T48X-31 G1,G2,G3
1 N-7982
AFE#: 1004518

RECEIVED
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RIGHT-OF-WAY

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RECORDED	Nov 14	2004	5:30 AM
IN BOOK	131016	PAGE	253
FEES	50.00	COUNTY CLERK	
SUBLETTE COUNTY, WYOMING			

STIPULATION OF INTERESTS

This instrument is made and entered into this 16th day of November, 2004 among W.N. McMurry individually and as Trustee of the W.N. McMurry Revocable Trust, said parties being hereinafter referred to as "Assignors" and MAP 2003-Net an Oklahoma General Partnership with an address of 100 Park Avenue, Suite 1008, Oklahoma City, Oklahoma 73102, Tomeat Royalty Partnership with an address of P.O. Box 587, Marlow, Oklahoma 73055 and Logan Minerals, L.L.C., assignee of Andy Logan, with an address of 324 Garden Street, Golden, Colorado 80403 said parties being hereinafter collectively referred to as "Assignees".

WITNESSETH

WHEREAS Assignors conveyed all of their interest in certain oil and gas leases located in Sublette County, Wyoming (said interests being hereinafter referred to as the "Assigned Interests") unto Assignees by virtue of that certain Assignment of Overriding Royalty Interest dated effective as of June 1, 2004 and recorded May 18, 2004 in Book 127 of Oil & Gas at page 345, true copy of said assignment being attached hereto as Exhibit A; and

WHEREAS confusion has arisen regarding the effective date of the Assignment and the disposition of proceeds of production of oil, gas and associated hydrocarbons attributable to the Assigned Interests; and

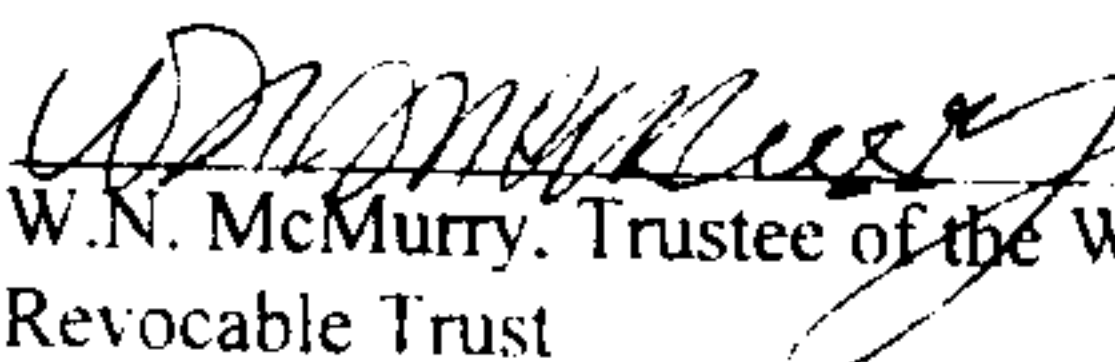
WHEREAS the parties desire to stipulate as to the disposition of proceeds derived from the sale of oil, gas or other hydrocarbons that are attributable to the Assigned Interests;

NOW, THEREFORE, it is hereby agreed as follows:

1. All proceeds attributable to the Assigned Interests insofar as such proceeds relate to oil, gas or other hydrocarbons produced prior to May 1, 2004 shall be distributed to W.N. McMurry on behalf of the parties named herein as "Assignors".
2. All proceeds attributable to the Assigned Interests insofar as they relate to oil, gas or other hydrocarbons produced from and after May 1, 2004 shall be distributed to Assignees in the proportions indicated in the attached Assignment.
3. Each of the parties named herein as Assignors and each of the parties named herein as Assignees shall indemnify and hold any purchaser of production harmless from any and all liability it may incur by reason of relying upon the foregoing instructions.

This instrument is executed this 16th day of November, 2004 and may be executed by the parties hereto in multiple counterparts and shall be binding when this instrument or an identical counterpart thereof has been executed by each of the parties named herein as Assignors and each of the parties named herein as Assignees.

W.N. McMurry, Individually


W.N. McMurry, Trustee of the W.N. McMurry
Revocable Trust

MAP 2003-Net, an Oklahoma general partnership
By its Managing Partner, MAP2003, L.P.

By: Lawrence H. Davis, Senior Vice President of
Mineral Acquisition Partners, Inc., general partner

Tomcat Royalty Partnership

By: Charles W. Brown, Managing Partner

Logan Minerals, L.L.C. (Assignee of Andy Logan)

By: Andy Logan, Manager

STATE OF WYOMING

COUNTY OF NATRONA

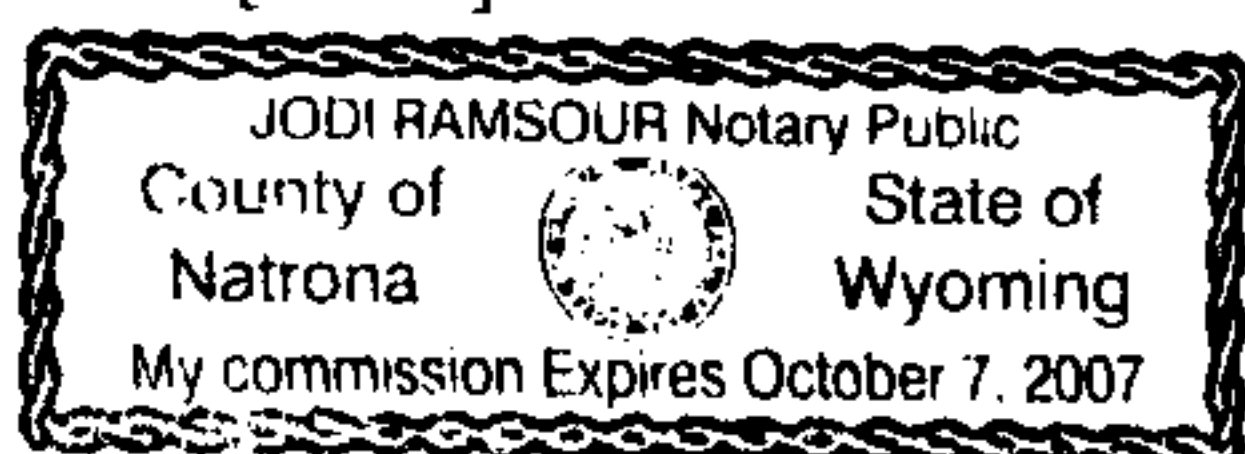
)
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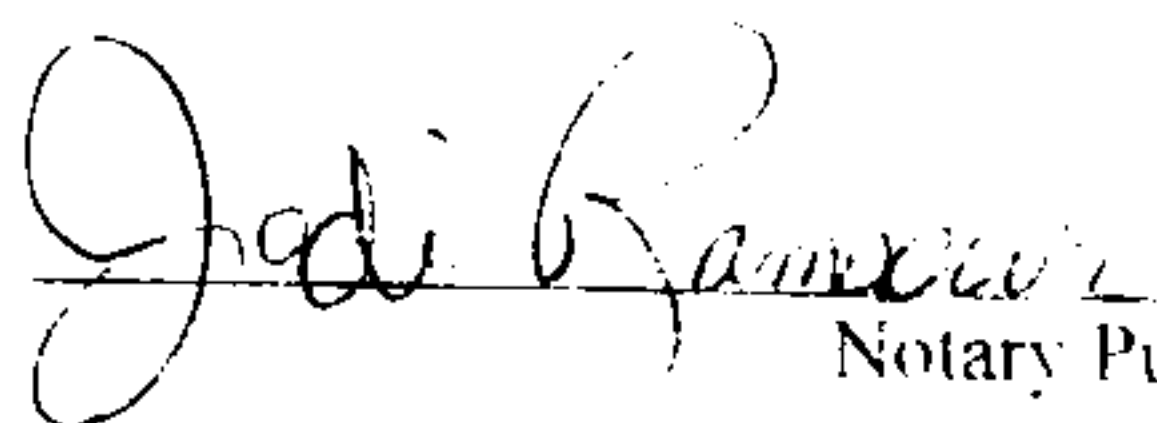
The foregoing instrument was acknowledged before me this 16th day of November,
2004, by, W.N. McMurry, Individually and as Trustee of the W.N. McMurry Revocable Trust

Witness my hand and official seal.

My commission expires: 10-7-07

[SEAL]




Notary Public

W.N. McMurry, Individually

W.N. McMurry, Trustee of the W.N. McMurry
Revocable Trust

MAP 2003-Net, an Oklahoma general partnership
By its Managing Partner, MAP2003, L.P.



By: Lawrence H. Davis, Senior Vice President of
Mineral Acquisition Partners, Inc., general partner

Tomcat Royalty Partnership



By: Charles W. Brown, Managing Partner

Logan Minerals, L.L.C. (Assignee of Andy Logan)

By: Andy Logan, Manager

STATE OF WYOMING

COUNTY OF _____

)
) ss.
)

The foregoing instrument was acknowledged before me this _____ day of November,
2004, by: W.N. McMurry, Individually and as Trustee of the W.N. McMurry Revocable Trust

Witness my hand and official seal.

My commission expires:

[SEAL]

Notary Public

W.N. McMurry, Individually

W.N. McMurry, Trustee of the W.N. McMurry
Revocable Trust


MAP 2003-Net, an Oklahoma general partnership
By its Managing Partner, MAP2003, L.P.

By: Lawrence H. Davis, Senior Vice President of
Mineral Acquisition Partners, Inc., general partner

Tomcat Royalty Partnership

By: Charles W. Brown, Managing Partner

Logan Minerals, L.L.C. (Assignee of Andy Logan)



By: Andy Logan, Manager

STATE OF WYOMING

)
) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of November,
2004, by, W.N. McMurry, Individually and as Trustee of the W.N. McMurry Revocable Trust.

Witness my hand and official seal.

My commission expires:

[SEAL]

Notary Public

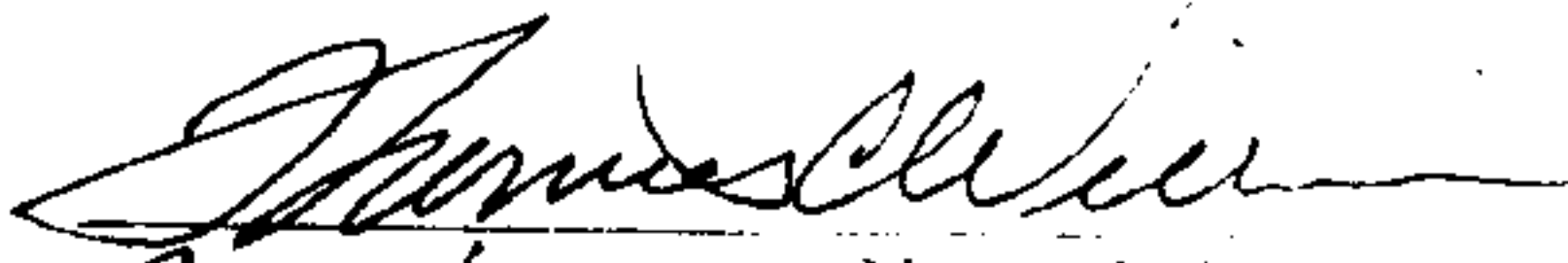
STATE OF OKLAHOMA)
) ss.
 COUNTY OF CANADIAN)

The foregoing instrument was acknowledged before me this 15TH day of November, 2004, by, Lawrence H. Davis, Senior Vice President of Mineral Acquisition Partners, Inc., general partner of MAP2003, L.P., managing partner of MAP2003-NET, an Oklahoma General Partnership.

Witness my hand and official seal.

My commission expires: 5-15-05

[SEAL]


 Comm No. Notary Public
01008222


STATE OF OKLAHOMA)
) ss.
 COUNTY OF CANADIAN)

The foregoing instrument was acknowledged before me this 15TH day of November, 2004, by, Charles W. Brown as managing partner on behalf of Tomcat Royalty Partnership.

Witness my hand and official seal.

My commission expires: 5-15-05

[SEAL]


 Comm No. Notary Public
01008222

STATE OF COLORADO)
) ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of November, 2004, by, Andy Logan, Manager of Logan Minerals, L.L.C.

Witness my hand and official seal.

My commission expires:

[SEAL]

 Notary Public

STATE OF OKLAHOMA)
) ss.
COUNTY OF CANADIAN)

The foregoing instrument was acknowledged before me this day of November, 2004, by, Lawrence H. Davis, Senior Vice President of Mineral Acquisition Partners, Inc., general partner of MAP2003, L.P., managing partner of MAP2003-NET, an Oklahoma General Partnership.

Witness my hand an official seal.

My commission expires:

[SEAL]

Notary Public

STATE OF OKLAHOMA)
) ss.
COUNTY OF CANADIAN)

The foregoing instrument was acknowledged before me this day of November, 2004, by, Charles W. Brown as managing partner on behalf of Tomcat Royalty Partnership.

Witness my hand an official seal.

My commission expires:

[SEAL]

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 15th day of November, 2004, by, Andy Logan, Manager of Logan Minerals, L.L.C.

Witness my hand an official seal.

My commission expires:

[SEAL]

My Commission Expires
04/29/2006

Lee Schuerman
Notary Public

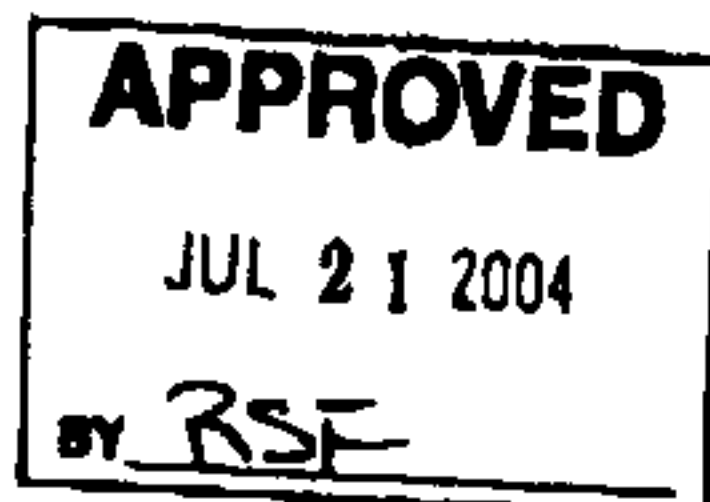


EXHIBIT A

ESCROW + TOMCAHOO
 Accounts - MAPNETCO
 - LOGAN100

W/ 1000
 3(100)

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

THIS ASSIGNMENT OF OVERRIDING ROYALTY INTEREST ("Assignment") is made and entered into effective as of June 1, 2004, by and between W. N. McMURRY, also known as W. Neil McMurry, Individually with an address of P. O. Box 50790, Casper, WY 82605 and W. N. McMURRY, Trustee of the W. N. McMurry Revocable Trust, with an address of P. O. Box 50790, Casper, WY 82605, (hereinafter referred to as Assignors), and MAP 2003-NET, an Oklahoma general partnership, Tax ID #06-1866904, 100 Park Avenue, Suite 1008, Oklahoma City, OK 73102, (100.55% of interest assigned), TOMCAT ROYALTY PARTNERSHIP, Tax ID #73-1645861, c/o Charles W. Brown, P. O. Box 587, Marlow, OK 73055 (10% of interest assigned), and ANDY LOGAN, 324 Garden Street, Golden, CO 80403 (0.45% of the interest assigned), (hereinafter referred to as Assignees).

WITNESSETH:

WHEREAS, Assignors own overriding royalty interests in certain lands and oil and gas leases in Sublette County, Wyoming, which are described on Exhibit "A" attached hereto, and

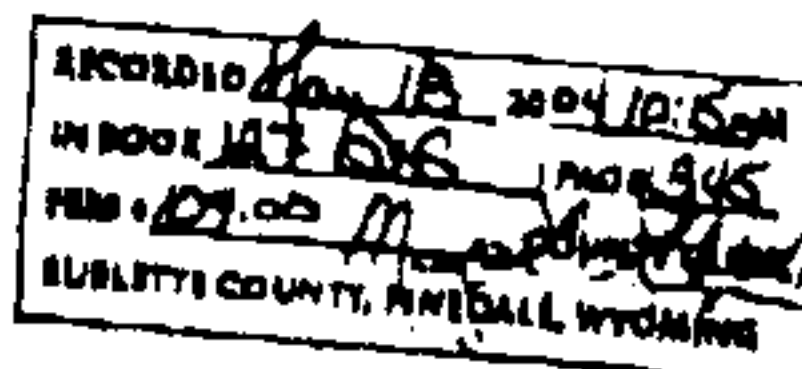
WHEREAS Assignors desire to assign and convey to Assignees all of their overriding royalty interests in the said lands and leases described on Exhibit "A".

NOW, THEREFORE, for and in consideration of Ten Dollars, (\$10.00), receipt of which is hereby acknowledged, Assignors hereby grant, assign and convey unto Assignees in the percentages set out above, all of Assignors' right, title and interest in and to any and all overriding royalty interests owned by Assignors in the lands and oil and gas leases described on Exhibit "A" attached and incorporated herein, and all oil, gas and other hydrocarbon substances that may be produced, saved and marketed therefrom.

TO HAVE AND TO HOLD the overriding royalty interests herein assigned and conveyed unto Assignees, their respective successors and assigns, forever, subject to the terms of the corresponding oil and gas leases described on Exhibit "A" and to the following:

1. Assignees shall bear and pay their proportionate share of all production, severance, excise or other taxes which may now or hereafter be applicable to the overriding royalty interests herein conveyed unto Assignees;
2. The overriding royalty interests herein conveyed unto Assignees shall be free and clear of all costs, expenses or charges which may be now or hereinafter applicable to or in any manner connected with the exploration, development, production, separation, dehydration or storage of any or all of the oil, gas or other hydrocarbon substances that may be produced, saved and marketed from the

304118



Ref: 1000
 3(100)

Taxi Agreement
 in File

EXHIBIT A

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subject leases and lands; provided, however, Assignees shall bear and pay their proportionate shares of the costs and charges for compression, gathering, transportation and marketing to the extent provided for or set out in the oil and gas leases or assignments creating the overriding royalty interests conveyed herein.

3. Duplicate original copies of this Assignment may be executed and filed with the Bureau of Land Management, or the Office of State Lands and Investments of the State of Wyoming, in sufficient counterparts to satisfy the federal and/or state regulatory requirements. Those assignments shall be deemed to contain all of the terms and provisions hereof as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same and not in addition to the interests herein conveyed.

4. The intent of Assignors is to convey all of their right, title and interest in all overriding royalty interest in what is referred to herein as the Pinedale Anticline area in Sublette County, Wyoming, and which is described on Exhibit "A" hereto.

5. Assignors agree to execute any additional assignments necessary to vest the Assignees with any after-discovered or additional overriding royalty interests which it may later be determined that the Assignors own or are entitled to in the Pinedale Anticline area described on Exhibit "A".

THIS ASSIGNMENT is made without warranties or covenants of title, express or implied, but the Assignors do represent and warrant that they have created no liens or encumbrances on the interests conveyed, by, through and under Assignors, but not otherwise.

THIS ASSIGNMENT shall be effective as of June 1, 2004 at 7:00 a.m. Mountain Time. Regardless of the revenue or production date, Assignors shall be entitled to all revenues from the Properties received from checks, wire transfers or other forms of payments dated prior to June 1, 2004. Conversely, Assignees shall be entitled to all revenues from the properties received from checks, wire transfers or other forms of payments dated on or after June 1, 2004.

Dated this 7th day of May, 2004.


W. N. McMurry, Trustee of the
W. N. McMurry Revocable Trust

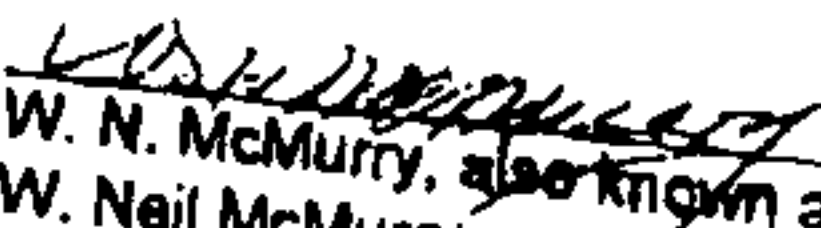
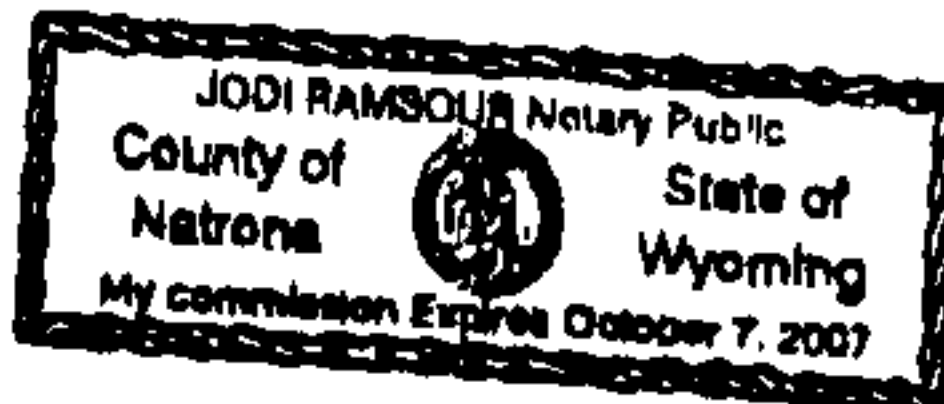

W. N. McMurry, also known as
W. Neil McMurry

EXHIBIT A

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STATE OF WYOMING)
COUNTY OF NATRONA) ss



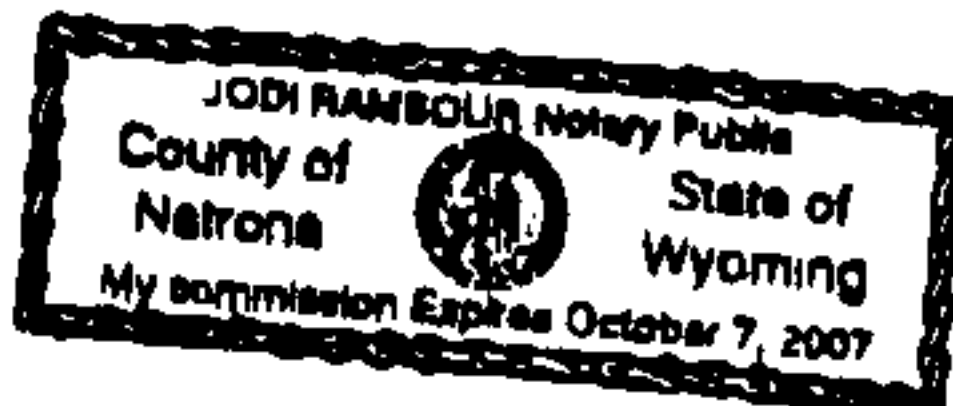
The foregoing instrument was acknowledged before me by W. N. McMurry, Trustee of the W. N. McMurry Revocable Trust, this 7th day of May, 2004.

Witness my hand and official seal.

Jodi Ramsour
Notary Public

My Commission Expires: 10-7-07

STATE OF WYOMING)
COUNTY OF NATRONA) ss



The foregoing instrument was acknowledged before me by W. N. McMurry, also known as W. Neil McMurry, this 7th day of May, 2004.

Witness my hand and official seal.

Jodi Ramsour
Notary Public

My Commission Expires: 10-7-07

EXHIBIT A

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EXHIBIT "A"
Lease Schedule - Sublette County, Wyoming

Attached to and made a part of that certain Assignment of Overriding Royalty Interest between W. N. McMurry, AKA W. Neil McMurry, Individually and W. N. McMurry, Trustee of the W. N. McMurry Revocable Trust, Assignors and MAP 2003-NET, Torcal Royalty Partnership and Andy Logan, Assignees.

Lessor or Lease Number	Lessee	Legal Description	Recording Data	
			Book	Page
WYW-015314	Edwin L. Guenzel	Township 30 North, Range 108 West Section 8: S/2 Section 10: S/2 Section 14: SW/4 Section 16: All	12	144
WYW-016318	Fred M. Manning, Jr.	Township 30 North, Range 108 West Section 4: Lots 3, 4, S/2NW/4, S/2 Section 9: N/2 Section 10: NW/4 Township 31 North, Range 108 West Section 29: SE/4 Section 32: E/2 Section 33: SW/4	11	247
WYW-018161	Phil D. Helmig	Township 30 North, Range 108 West Section 14: NE/4NW/4, S/2NW/4	12	43
WYW-018182	Phil D. Helmig	Township 30 North, Range 108 West Section 11: SW/4	12	38
WYW-018038	Morris Kline	Township 30 North, Range 108 West Section 14: NW/4NW/4	12	228
WYE-026026	Griselda M. Bennett	Township 31 North, Range 108 West Section 14: SW/4, S/2NW/4 Section 23: E/2 Section 24: W/2SW/4	12	261
WYE-026028	Elizabeth Rawson	Township 31 North, Range 108 West Section 11: Lot 1 Section 12: Lot 8; together with all the bed of the New Fork River between the mean high water mark and medial line thereof in front of and appurtenant to Lot 1 of Section 11 and Lots 8, 9, 10 of Section 12.	12	246

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Lessor or Lease Number	Lessee	Legal Description	Recording Data	
			Book	Page
WYW-06269	Donald B. Anderson	Township 31 North, Range 103 West Section 13: All Section 14: E/2 Section 24: N/2, SE/4, E/2SW/4 Section 28: All	12	113
WYW-06270	Donald B. Anderson	Township 31 North, Range 103 West Section 2: Lots 2, 4, S/2NW/4, S/2 Section 3: All Section 10: NE/4, NW/4SE/4 Section 11: N/2NW/4 Section 12: Lots 8, 10, SE/4SW/4	12	108
WYW-06285	Donald B. Anderson	Township 32 North, Range 108 West Section 27: S/2 Section 28: SE/4 Section 33: E/2 Section 34: All Section 35: SW/4	12	127
ST WY 92-0019E McMurry Oil Co.		Township 38 North, Range 108 West Section 28: NE/4, SW/4	88	447
WYW-131887	Howell Spear	Township 38 North, Range 107 West Section 15: NE/4, SW/4 Section 22: NE/4, SW/4 Section 27: NE/4, SW/4	114	710
WYW-133082	McMurry Oil Co.	Township 38 North, Range 107 West Section 17: SW/4 Section 28: NE/4, SW/4 Section 34: SW/4	87	458
WYW-141753	L. M. Grace, Jr.	Township 28 North, Range 107 West Section 10: SW/4 Section 16: NE/4, SW/4 Section 21: NE/4, SW/4 Section 22: NE/4, SW/4 Section 23: NE/4, SW/4 Section 27: NE/4, SW/4	115	102
WYW-144884	S. J. Jaleo	Township 30 North, Range 108 West Section 8: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 8: N/2	12	184
		Township 31 North, Range 108 West Section 30: E/2 Section 32: W/2		

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Lessor or Lease Number	Lessee	Legal Description	Recording Data	
			Book	Page
WYW-144888	R. A. Trombley	Township 30 North, Range 108 West Section 8: Lots 1, 2, S/2NE/4	12	200
		Township 31 North, Range 108 West Section 28: W/2 Section 31: E/2		
WYW-144883	Floyd H. Schroeder	Township 31 North, Range 108 West Section 18: Lots 3, 4, E/2SW/4 Section 30: Lots 1-4, E/2W/2 Section 31: Lots 1, 2, 3, 4, E/2W/2	12	181
WYW-141756	McMurry Oil Co.	Township 29 North, Range 107 West Section 34: W/2SW/4	88	744
ST WY 84-00142	McMurry Oil Co.	Township 28 North, Range 107 West Section 18: NE/4, SW/4	86	426
WYW-137342	John P. Lockridge	Township 28 North, Range 107 West Section 1: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 2: Lots 1, 2, 3, 4, S/2N/2, S/2 Section 3: Lots 1, 2, S/2NE/4, SE/4 Section 10: NE/4, SE/4NW/4	116	116
WYW-141764	McMurry Oil Co.	Township 30 North, Range 108 West Section 23: SW/4NW/4, SW/4, SW/4SE/4	115	24
WYW-142281	Snyder Oil Corp.	Township 29 North, Range 107 West Section 7: N/2NE/4 Section 8: NW/4 Section 9: N/2N/2 Section 10: N/2NW/4	115	131
WYW-136470	McMurry Oil Co.	Township 30 North, Range 108 West Section 13: NE/4NW/4	88	470
WYW-126772	McMurry Oil Co.	Township 30 North, Range 108 West Section 3: Lots 2, 3, N/2SE/4, SW/4NE/4	88	470
WYW-150856	McMurry Oil Co.	Township 29 North, Range 107 West Section 4: Lots 1, 2, S/2NE/4, SW/4 Section 5: Lots 1, 2, S/2NE/4, SW/4 Section 8: Lots 1, 2, S/2NE/4, E/2SW/4 Section 10: SW/4NW/4	87	457
		Township 30 North, Range 107 West Section 33: NE/4, SW/4		

EXHIBIT A

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Lessor or Lease Number	Lessee	Legal Description	Recording Data	
			Book	Page
B. Jensen et al	Leonard Hay	Township 31 North, Range 109 West Section 10: NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ Section 11: Lots 2, 3, 6, 7, NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ Section 14: Lots 1, 2, NE $\frac{1}{4}$ NW $\frac{1}{4}$ Section 15: Lots 1, 2 All the bed of the New Fork River between mean high water and medial lines thereof, in front of and appurtenant to Lots 2, 3, 4, 5, 6 and 7 of Section 11, Lots 1-2 of Section 12, and Lots 1-2 of Section 15, Township 31 North, Range 109 West, less and except the wellbores for Jensen #1, in SW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 11; Jensen #2 in SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 11; and Jensen #3 in NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 14 Township 31 North, Range 109 West	58	626
Elva L. Viable	Leonard Hay	Township 31 North, Range 109 West Section 8: NW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 8: NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ Section 7: N $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$	99	83
		Township 32 North, Range 109 West Section 32: S $\frac{1}{2}$ SW $\frac{1}{4}$		
WYW-116264	R. K. O'Connell	Township 31 North, Range 109 West Section 1: S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, Section 12: N $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$		
		Township 32 North, Range 109 West Section 7: Lots 3, 4, 9, 10		
		Township 32 North, Range 110 West Section 1: Lots 1, 2, 3, 4, 6 $\frac{1}{2}$ Section 12: All Section 13: All Section 24: E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$		
WYW-116265	C. S. O'Connell	Township 32 North, Range 109 West Section 26: All Section 26: All Section 27: NE $\frac{1}{4}$ Section 28: W $\frac{1}{2}$	115	9

EXHIBIT A

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Lessor or Lease Number	Lessee	Legal Description	Recording Data	
			Book	Page
WYW-118165	R. K. O'Connell	Township 31 North, Range 109 West Section 4: Lots 3, 4, S/2NW/4, SW/4 Section 5: Lots 1, 2, S/2NE/4, SE/4 Section 9: W/2	101	227
		Township 32 North, Range 109 West Section 28: W/2 Section 29: E/2 Section 32: All Section 33: W/2		
WYW-124073	C. S. O'Connell	Township 31 North, Range 109 West Section 28: NE/4, N/2SE/4, SE/4SE/4 Section 36: SE/4	115	16
WYW-128704	R. K. O'Connell	Township 31 North, Range 109 West Section 28: Lots 1-3 Section 28: M&B BED OF NEW FORK RIV RIPAR Section 28: M&B TO LOTS 1-3 Section 28: M&B BED OF NEW FORK RIV RIPAR Section 28: M&B TO LOTS 3,4,7	114	724
WYW-133051	McMurry Oil Co.	Township 29 North, Range 107 West Section 4: Lots 3, 4, S/2NW/4, SE/4 Section 5: Lots 3, 4, S/2NW/4, SE/4 Section 6: Lots 3, 4, 5, SE/4NW/4, SE/4	97	457
ST WY 94-00145	McMurry Oil Co.	Township 30 North, Range 107 West Section 33: E/2NW/4, SE/4		
ST WY 94-00147	McMurry Oil Co.	Township 29 North, Range 107 West Section 36: All	96	428
WYW-118148	R. K. O'Connell	Township 29 North, Range 107 West Section 13: SW/4SW/4	98	424
		Township 30 North, Range 107 West Section 20: E/2NE/4 Section 29: NE/4, SW/4 Section 30: E/2NE/4 Section 31: Lots 3, 4, E/2SW/4, NE/4 Section 32: NE/4, SW/4	115	23

EXHIBIT A

Page 9 of 9

Lessor or Lease Number Lessee		Legal Description	Recording Date Book Page	
For purposes of this Assignment, the "Pinedale Anticline" shall be defined as all lands lying within the following described area:				
Section	Township	Range		
1 thru 36	32N	110W		
1 thru 36	32N	109W		
1 thru 36	31N	109W		
1 thru 36	31N	109W		
1 thru 36	30N	108W		
1 thru 36	30N	108W		
1 thru 6	30N	107W		
N/2 - 8	30N	109W		
9 thru 16	30N	109W		
17 thru 27	30N	109W		
28 & 36	30N	109W		
1 thru 16	29N	109W		
17 thru 27	29N	107W		
28 thru 36	29N	107W		
		107W		

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE is executed this 14th day of Oct., 2005, by and between Crown Oil and Gas Company, Inc. and David Neher and Michele Neher, as joint tenants, of P.O. Box 368, LaBarge, WY 83123 ("Assignor") and Iron Mountain Energy, LLC of P.O. Box 881, Cheyenne, WY 82003 ("Assignee").

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, bargain, sell, transfer, convey and assign unto Assignee, the following (all of which are referred to herein as the "Properties"):

1. All of Assignor's right, title and interest in and to the working interests, operating rights interests, and record title interests created by the leases described on Exhibit A, insofar as said leases cover and relate to the lands described on Exhibit A, together with all of Assignor's right, title and interest in and to all rights incident thereto, including all rights in and to all agreements, product purchase and sale contracts, leases, permits, rights-of-way, easements, licenses, farmouts, options and orders in any way relating thereto; and
2. All of Assignor's right, title and interest in and to the wells described on Exhibit B and all of the personal property, fixtures, equipment, and improvements located thereon, appurtenant thereto, or used or obtained in connection with the Properties and the wells, whether located on the surface or below the surface of the ground.

To have and to hold the Properties unto Assignee and his successors and assigns, forever. Assignor hereby excepts and reserves an overriding royalty equal to the difference between 25% and all of the royalty burdens of record as of June 30, 2005, proportionately reduced to the working interest conveyed by Assignor. Assignor also excepts from this Assignment all tubing string in the Jefferson Federal 20-24 Well described on Exhibit B.

This Assignment is made without warranty of title, either express or implied. Assignor delivers all personal property, fixtures, equipment, and improvements conveyed hereby to Assignee "as is" without warranty of merchantability or fitness for a particular purpose.

This Assignment, Bill of Sale and Conveyance is binding upon and shall inure to the benefit of Assignor and Assignee, and their respective heirs, successors and assigns.

DATED as of the date first above written.

ASSIGNORS:

CROWN OIL AND GAS COMPANY, INC.

By Michele J. Neher
Title: Vice President

Page 1 of 4

315224

RECORDED	<u>Nov. 14</u>	<u>2005 9:10 A.M.</u>
IN BOOK	<u>131 0+6</u>	PAGE <u>268</u>
FEES	<u>17.00</u>	COUNTY CLERK
JULIETTE COUNTY, WYOMING		

by Cynthia J. Friel

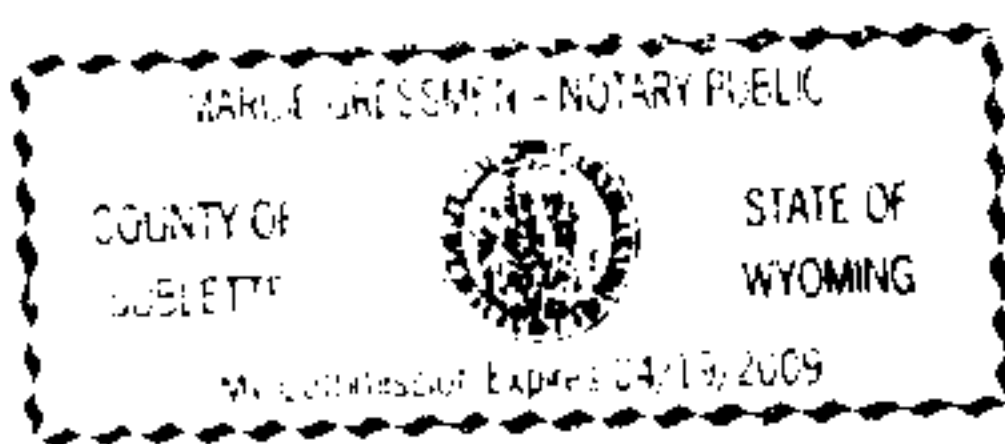
DAVID NEHER AND MICHELE NEHER,
JOINT TENANTS

David Neher
BY: DAVID NEHER

Michele Neher
BY: MICHELE NEHER

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

The foregoing instrument was acknowledged before me this 14 day of October, 2005, by Michele Fisher of Crown Oil and Gas Company, Inc..



Marcie Hussman
Notary Public

My commission expires:
April 19, 2009

STATE OF WYOMING)
) ss.
COUNTY OF Lincoln)

The foregoing instrument was acknowledged before me this 17th day of October, 2005, by David Neher and Michele Neher.



Ruth Hocka
Notary Public

My commission expires:
May 24, 2006

EXHIBIT "A"
LANDS AND LEASES

WELL NAME

LOCATION

WYW-048192

Township 27 North, Range 110 West
Section 23: N $\frac{1}{2}$ NE, SWNE, NW
Section 24: E $\frac{1}{2}$ SE
Section 25: NE

WYW-049030

Township 27 North, Range 110 West
Section 24: W $\frac{1}{2}$ SW
Section 25: W $\frac{1}{2}$ NW

WYW-057811

Township 27 North, Range 110 West
Section 24: N $\frac{1}{2}$, E $\frac{1}{2}$ SW
Section 25: E $\frac{1}{2}$ NW

WYW-0320797

Township 27 North, Range 110 West
Section 23: S $\frac{1}{2}$
Section 26: N $\frac{1}{2}$, SW, N $\frac{1}{2}$ SE, SWSE

EXHIBIT "B"WELLSWELL NAMELOCATION

Jefferson Federal
20-24 Well

Township 24 North, Range 110 West
Section 24: NWSW

Sublette County, Wyoming

**ASSIGNMENT AND CONVEYANCE OF
OVERRIDING ROYALTY INTERESTS AND MINERAL INTERESTS**

GEORGINE L. SCHWARTZ also known as GEORGINE LAMONTAGNE SCHWARTZ ("Assignor") of 27 Delwood, Greenwich, Connecticut, does assign, convey and transfer to GEORGINE L. SCHWARTZ as Trustee of the GEORGINE L. SCHWARTZ DECLARATION OF TRUST dated October 22, 1997 ("Assignee"), all of her interests, right and title to the following royalty and/or overriding royalty interests and mineral interests she owns in Sublette County, Wyoming, including but not limited to the interests as more fully set forth in Exhibit "A," attached hereto and incorporated herein by reference though it is the intention of Assignor to assign to Assignee all property owned by assignor in Sublette County, State of Wyoming, whether or not described within the attached Exhibit A.

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 25 day of October, 2005.


GEORGINE L. SCHWARTZ, Assignor

STATE OF CONNECTICUT)

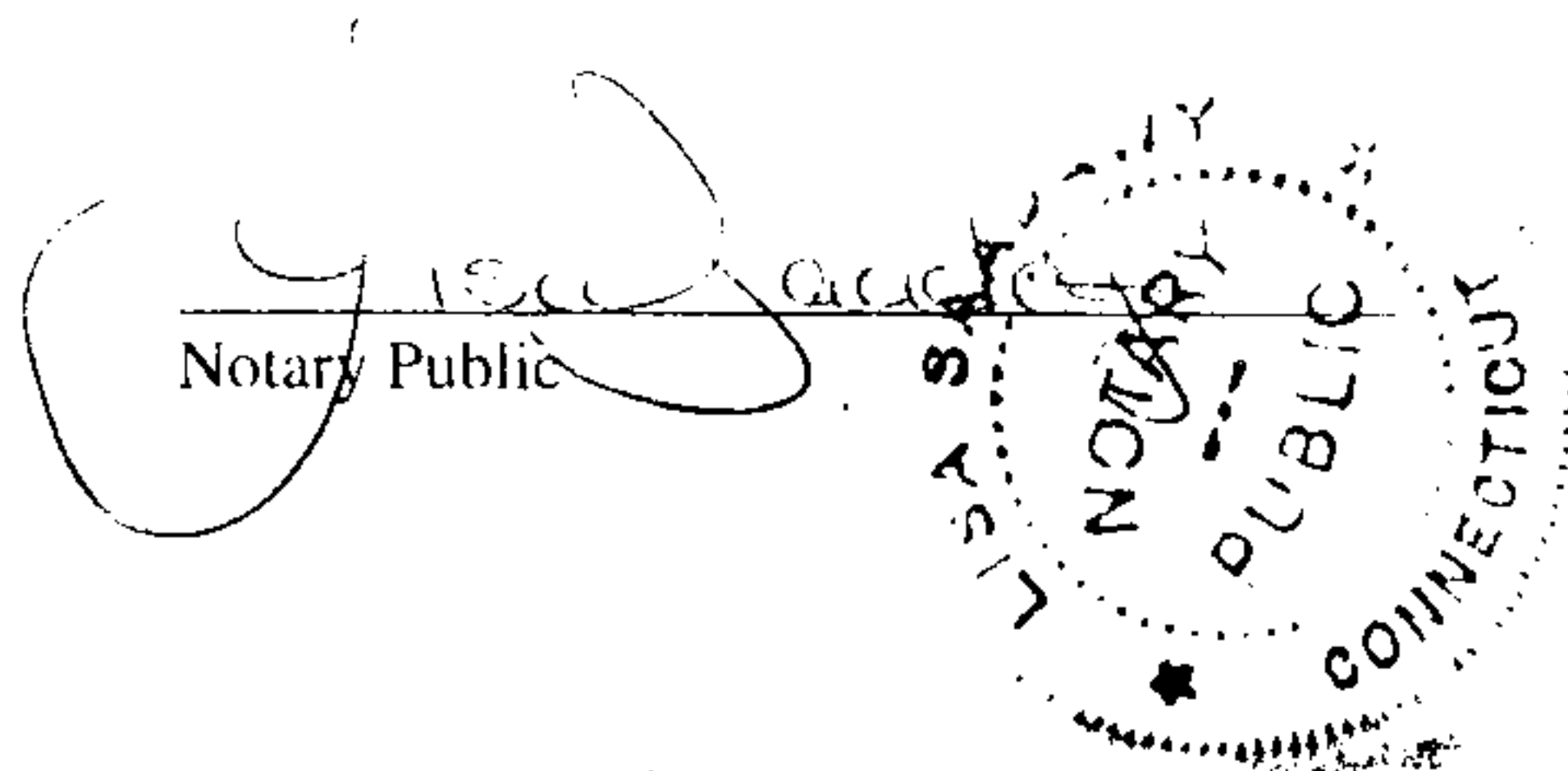
COUNTY OF FAIRFIELD)

SS. *Stapler*

Acknowledged before me this 25th day of October, 2005 by GEORGINE L. SCHWARTZ, Assignor, to me personally known.

WITNESS my hand and notarial seal.

My Commission Expires:



LISA SAADAWY
NOTARY PUBLIC
COMMISSION EXPIRES AUG. 31, 2009

315225

LISA SAADAWY
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2009

RECORDED	<u>Nov. 14</u>	<u>2005 9:30 A.M.</u>
IN BOOK	<u>1310+6</u>	PAGE <u>272</u>
FEES \$	<u>31.00</u>	COUNTY CLERK
SUBLETTE COUNTY, WYOMING		

by *Cynthia J. Friel*

ACCEPTANCE AND ACKNOWLEDGMENT OF RECEIPT

GEORGINE L. SCHWARTZ as Trustee of the GEORGINE L. SCHWARTZ DECLARATION OF TRUST dated October 22, 1997 ("Assignee") does hereby accept the assignment and conveyance of the above interests on behalf of GEORGINE L. SCHWARTZ as Trustee of the GEORGINE L. SCHWARTZ DECLARATION OF TRUST dated October 22, 1997 ("Assignee").

Dated this 25 day of October, 2005.

GEORGINE L. SCHWARTZ as Trustee of the
GEORGINE L. SCHWARTZ DECLARATION OF
TRUST dated October 22, 1997, Assignee

Georgine L. Schwartz

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD) SS. *Stanford*

Acknowledged before me this 25th day of October, 2005, by GEORGINE L. SCHWARTZ as Trustee of the GEORGINE L. SCHWARTZ DECLARATION OF TRUST dated October 22, 1997, Assignee.

WITNESS my hand and notarial seal.

[Signature]
Notary Public

[Notary Seal: LISA SAADAWY, NOTARY PUBLIC, STATE OF CONNECTICUT, COMMISSION EXPIRES AUG. 31, 2009]

My Commission Expires:

LISA SAADAWY
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2009

EXHIBIT A--Sublette County

Sublette County

Township	Range	Section	Description
26N	113W	5	Lots 4, 5 & 12, W/2 SW/4, W/2 NW/4
26N	113W	6	ALL
26N	113W	7	Lots 1, 2, 6 & 7, E/2
26N	113W	8	SW/4, W/2 NW/4, W/2
26N	113W	29	SW/4, W/2 SE/4
26N	113W	32	NW/4, NE/4 SW/4, W/2 SW/4
26N	114W	1	E/2 SE/4
26N	114W	1	Lots 1 and 2, S/2 NE/4, E/2 SE/4
26N	113W	6	Lots 3, 4, 5, 6 & 7, SE/4 NW/4, E/2 SW/4, SE/4
27N	114W	1	E/2 SW/4, SE/4
27N	113W	6	SE/4
27N	113W	7	ALL
27N	113W	8	E/2
27N	113W	13	E/2 E/2
27N	113W	17	W/2 W/2, SE/4 SW/4
27N	113W	18	ALL
27N	113W	19	Lots 1, 2, 3, 4, E/2 W/2, E/2
27N	113W	20	ALL
27N	113W	23	SE/4, E/2 NE/4
27N	113W	24	W/2, W/2 E/2 NE/4 NE/4, S/2, SE/4 NE/4, NE/4 SE/4, E/2 SE/4, SE/4 SE/4, SW/4
27N	113W	29	SE/4, SE/4 SW/4
27N	113W	30	ALL
27N	113W	31	ALL W/2, NE/4 SE/4, SE/4 NE/4, W/2 W/2, SE/4 SW/4, NW/4, SW/4
27N	113W	32	SW/4, N/2 SW/4
27N	114W	12	E/2 W/2, E/2,
27N	114W	13	W/2 E/2, SW/4, NE/4 NW/4, W/2 SE/4, E/2
27N	114W	23	SE/4, E/2 NE/4
27N	114W	24	ALL
27N	114W	25	E/2, SE/4 SW/4, W/2 NW/4, E/2 W/2
27N	114W	36	E/2, W/2 NW/4, E/2 W/2 AND S/2 SE/4

Any and all interests in the Dry Piney Unit Frontier P/A "A"

AFFIDAVIT OF LIEN AGAINST MINERAL PROPERTY**315232**

STATE OF WYOMING

§

COUNTY OF SUBLETTE

§

RECORDED	Nov 14	10:25:22 PM
IN BOOK	131	PAGE 225
FEE \$	20.00	COUNTY CLERK
SUBLETTE COUNTY	WYOMING	

by Cynthia J. Friel

Before me the undersigned authority on this day personally appeared. Brent Michael Janner, who being by me duly sworn, stated under oath:

"My name is Brent Michael Janner. I am over the age of twenty-one (21) years. I have never been convicted of a felony. I am authorized to make this affidavit and I have personal knowledge of the facts and matters stated herein.

I am the Chief Financial Officer of PathFinder Energy Services, Inc. PathFinder Energy Services, Inc.'s mailing address is 15151 Sommermeyer Street, Houston, Texas 77041-5332.

Beginning on or about April 7, 2005, and continuing until or about May 17, 2005, PathFinder Energy Services, Inc. furnished materials, equipment, and/or labor for use in drilling a well known as the Lovatt Draw State 36-125 at the following location(s):

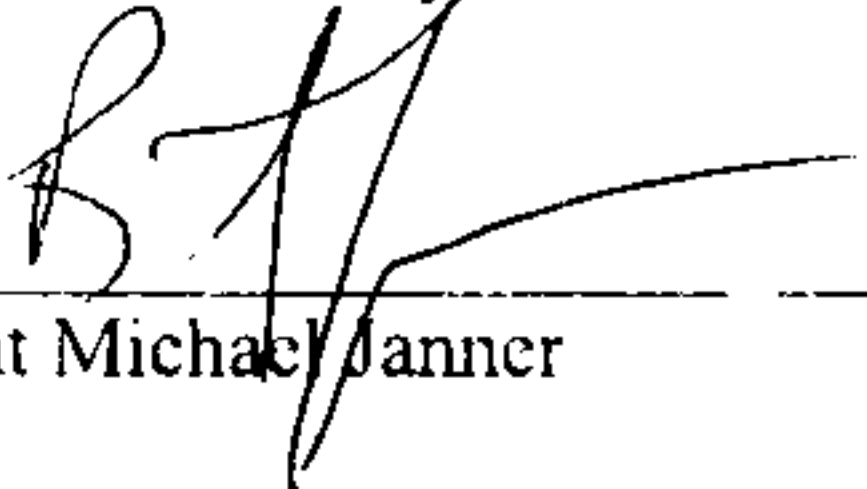
Section 36, Township 32 N, Range 109 West of the 6th P.M. in the County of Sublette, State of Wyoming.

The property and/or leasehold interest for which the materials, equipment and/or labor were furnished is also described in the State of Wyoming Oil and Gas Lease attached as Exhibit "A" hereto and incorporated by reference for all purposes.

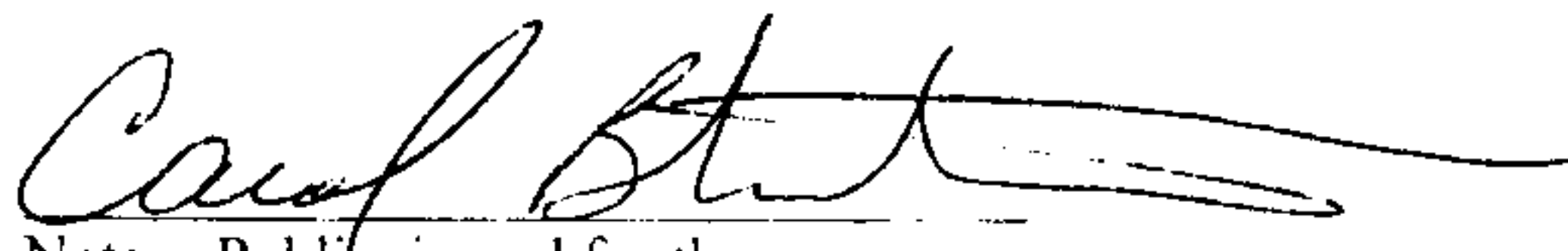
After allowing all just credits and offsets, PathFinder Energy Services, Inc. is owed \$281,805.68 for materials, equipment, services and/or labor it provided at the foregoing property. PathFinder Energy Services, Inc. furnished labor, equipment, materials and/or services at the request of Petrogulf Corporation. Douglas C. McLeod is the owner or reputed owner of the leasehold interest and mineral property described herein. Petrogulf Corporation is the operator of well(s) drilled on the property and an owner or reputed owner of the property and leasehold interest described herein. Attached hereto as Exhibit "B" is a true and correct copy of the invoice reflecting the materials, services, labor and/or equipment furnished, and the dates such services, materials, equipment and/or labor were furnished at the foregoing property.

PathFinder Energy Services, Inc. claims a lien on all oil, gas, and/or minerals; any well; and any such other property and leasehold interests as permitted pursuant to Wyo. Stat. §29-3-101 through §29-3-111.

Further affiant sayeth not.


Brent Michael Janner

Subscribed and sworn to before me by Brent Michael Janner on November 11,
2005.


Notary Public, in and for the
State of Texas



Form Approved by the Board
and Effective March 1, 1982

PARCEL NO.: 1016

FUND: Common School

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:

Douglas C. McLeod

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:

640.00 All

Section 36, Twp. 32 N., Rg. 109 W., 6th P.M.

County: Sublette

Total Acres: 640.00

Advance Rental \$: 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 thereunder.

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.

IN WITNESS WHEREOF, this lease has been executed by LESSOR and LESSEE to become effective on the 2nd day of December, 1996 A.D.

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

By: Jane P. Morgan
Director,
State Land and Farm Loan Office

LESSEE: Bobby A. Denington
→ Douglas Cameron McLeod

Address: 518 17th Street, Suite 1455

City: Denver State: CO Zip: 80202

Telephone No. (303) 893-5400

EXHIBIT

A

OIL AND GAS LEASE TERM

Section 1. THE LEASE AGREEMENT

(a) **BOUND.** To furnish a lease with an approved completion survey company authorized to determine the location of the lease, or such other survey as may be acceptable to the lessee, in the period of time as required by the current rules of the State Board of Land Commissioners, established upon the payment of all costs and expenses attending to the lease under the terms hereof, and upon the full compliance of all other terms and conditions of this lease and the rules and regulations relating thereto, and also conditioned on the payment of all damages to the surface and improvements thereon where the lease covers lands the surface of which has been sold or otherwise leased. Such lease or leases furnished prior to the development of the lands contained in this lease may be increased in such reasonable amounts as the lessee may decide upon commencement of drilling operations and after the discovery of oil or gas.

(b) **RENTALS.** To make all payments according hereunder to the State Land and Farm Loan Office, 122 West 25th Street, Cheyenne, Wyoming 82003-0026.

(c) **RENTALS.** Prior to the discovery of oil or gas in paying quantities to pay the lessee 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 lessee in advance beginning with the first day of the lease year commencing 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 or 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 the lease payment will be assessed.

The lessee is not legally obligated to pay either the rental or the royalty, but if the rental and royalty 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 royalty. The lessee shall not be entitled to a credit on royalty due for any penalty paid for late payment of rental on an operating lease.

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

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

(2) 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 gasolene or other products therefrom, the market value at the well of the same or of the gas as sold or used, provided that no gas sold at the well, the royalty shall be one-eighth of the amount realized from such sale.

(3) On all other hydrocarbons of value and gasolene substances and chemicals produced or extracted, including propane, butane, naphtha, ethane, carbon dioxide, and helium, at such royalty as shall be mutually determined to be fair and reasonable.

(4) For royalty purposes on gas and natural gasolene the value shall be as approved by the lessee, and in the determination of the value of natural gasolene 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 lessee and in no event shall the price for gas, or natural gasolene, be less than that received by the United States of America for its supplies from the same field.

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

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

When the lessee elects to take the royalty oil, gas, or other hydrocarbons in kind such as oil, gas, or other hydrocarbons shall be good marketable oil, gas, or other 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 such place as the lessee and the lessee may mutually agree upon, provided, that the lessee shall not be held liable for loss or destruction of royalty oil or gas stored from causes beyond his control.

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

(7) **MEASUREMENTS OF PRODUCTION.** To group, measure and account for production all production from said lands in conformity with the rules and regulations adopted by the Board of Land Commissioners and report said production to the lessee 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 other wells operated by the lessee, his operator, or successors on other lands, which shall be open at all times for the inspection of any duly authorized agent of the lessee.

To furnish the lessee with original pipe line reports showing the day, month, year, amount, position, and temperature of all oil gas and with monthly reports showing the month, year, amount, oil price of all gas and natural gas quantities and other products produced and sold from the land herein leased, and the amount of gas obtained in the said.

(8) **MONTHLY PAYMENTS AND STATEMENTS.** Unless the time of payment is otherwise provided by the State Land and Farm Loan Office, to make payment on or before the twentieth (20th) day of the calendar month commencing the month of production and removal and sale of oil and gas from said land, and to furnish every month statement showing in detail the quantity and quality of the production (gas well if required where production) from the land hereby leased, and the quantity of royalty of the production (gas well where production) from other wells operated by the lessee, his operator, or successors on other lands and such other information as may be called for by the lessee or report prescribed by lessee.

(9) **WELLS TO BE DRILLED.** To drill and operate effectively all wells necessary to reasonably develop the land and production from adjoining lands.

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

(10) **LOG OF WELLS AND REPORTS.** To keep a log, in the form approved by the lessee, of each well drilled by the lessee on the land herein leased, showing the state and character of the formation, the depth and nature of the well, the nature of casing, the nature of cement, and such other information as the lessee may require which log or logs thereof shall be furnished to the lessee.

To file promptly, upon the form provided by the lessee, at the end of each thirty (30) day period while each well is being drilled.

To file monthly, or at such time as the lessee may require, reports showing the development of the lease and the location of all wells, pipe lines and other works used in connection with the operations 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 required by the lessee on the wells, production or removal of oil and gas from the same geologic structure that may be of importance in effecting the development and operation of the lands herein leased, as may be called for by the lessee. All reports, and reports shall be submitted in duplicate and the State Land and Farm Loan Office may use such reports as conditions may require.

(11) **PRODUCTION.** To operate the wells upon the land herein leased in a safe and efficient manner to produce oil and gas and to operate the wells in such a manner as to prevent the waste of the oil and gas thereunder by wells operated by the lessee or others on adjoining lands to these leased lands. All plans or methods for the purpose of stimulating or causing production on lands herein leased other than in common use shall first be presented to the lessee for approval before being put into actual operation.

No production agreement involving, restricting, preventing, or otherwise affecting the production from said land shall be entered into by the lessee, nor shall the lessee limit, restrict, waste the natural production from said land in any way or in any event, except with the consent in writing of the lessee first had on record.

(12) **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 lessee may grant permission for the suspension of production operations well 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.

(13) **DILIGENCE-PREVENTION OF WASTE.** To exercise reasonable diligence in drilling, producing, and operating of wells on the land covered hereby, unless common to improved operations temporarily is granted by the lessee; to carry on all operations hereunder in a good and workmanlike manner in accordance with approved methods and practice, having due regard for the preservation of water of oil and gas, and the common of water to the oil or gas bearing strata or strata in 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 promptly in an approved manner any well bottom abandoning it, and not to abandon any well without permission of the lessee, not to drill any well within two hundred (200) feet of any of the outer boundaries of the land covered hereby, unless to prevent damage by wells drilled on lands adjoining less than 200 feet from the property line shown) to conduct all operations subject to the inspection of the lessee, to carry on as the lessee's expense all reasonable action and requirements of the lessee relative to the preservation of water and prevention of the property and the health and safety of workmen including the plugging and sealing of drilling sites and other wells disturbed by drilling operations and on failure of the lessee to do the lessee shall have the right, together with other owners of lands 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 rehabilitate the owner of the surface, if other than the lessee, 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.

(14) **TAXES AND WAIVER OF 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 accept all workmen and employees complete freedom of purchase, and to pay all wages due workmen and employees in compliance with the laws of the State of Wyoming.

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

All overriding royalties to be valid, must have the approval of the Board or by the State Land and Farm Loan Office when authority to do so has been delegated by the Board and will be recorded with the lessee. 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.

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

Section 2. THE LESSOR HEREBY EXPRESSLY RESERVES:

(a) The right to lease, sell, or otherwise dispose of the surface of the land subleased within this lease unless existing lease or lease hereunder created, and in accordance with the order of the Board of Land Commissioners in the event 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 patented or unpatented resources not covered by the lease, in accordance with the applicable laws and the order 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 laws of the State of Wyoming, so 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 execute the leased lands to a well plan of development if the Board finds such action would impair the lessee'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(d) hereof.

(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 allotment and production authorized by law.

(f) In addition to the right to take its royalty gas in kind, the lessee reserves the right and option to produce 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 interested 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 as least as favorable to the lessee as those offered by the lessee's purchaser. The Board shall advise the lessee and permit on lessee's sale if it finds that no interested 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 transportation and use entirely within the State of Wyoming.

(g) **APPRAISAL OF IMPROVEMENTS.** The lessee shall have the right subject to the provisions of Title 24, as to State and State School Lands, and Title 11, as to Farm Loan 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 deemed to be subject to the above statute.

(h) **FORFEITURE CLAUSE.** The lessee shall have the power and authority to cancel lease hereunder by default, breach, or misrepresentation, 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 lessee 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 lessee 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 lessee may re-enter and take possession of said premises or any part thereof. These provisions shall not be construed to prevent the lessee from any legal or equitable remedy which the lessee 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 or forfeiture, or for the same cause occurring at any other time.

(i) **RELINQUISHMENT AND SURRENDER.** This lease may be relinquished and surrendered to lessee or to all or any legal subdivisions 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 and Farm Loan Board, a written relinquishment or surrender, duly signed and acknowledged and stating therein that no operations have been conducted on the land. The relinquishment or surrender shall become effective on the date and hour of receipt thereof in the office of the Director or of some later date, if such be so specified by the lessee thereto. 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 lessee and shall have been approved by the State Oil and Gas Supervisor.

All costs hereunder due prior to a surrender or relinquishment becoming effective, shall be payable by lessee unless payment thereof shall be waived by lessee. A relinquishment having become effective there shall be no recovery by lessee and the lease as to the relinquished lands may not be re-opened.

STATE LANDS AND INVESTMENTS
APR 14 1974
278



3329 West Pinhook Road • Lafayette, LA 70508 • Phone: 337-233-3982

Page 1

INVOICE

Invoice Number N31500
 Invoice Date 05/25/05
 Terms
 Due Date 05/25/05

To:
 Sold

Petrogulf Corporation
 518 17th St, Suite 1566
 Denver, CO 80202

Owner: PETROGULF
 Lease No./Well No.: LOVATT DRAW ST 36-125
 Well/Location: SUBLETTE COUNTY, WY
 Service Location: LAND
 PO/AFE Number: 4839574
 Rig Name/Contractor: SST #56
 Job No.: J-WY-0504-0021-WY-WY

SalesPerson:

Description	Start Date	End Date	Quantity	Unit	Unit Price	Total Price
4/7/05 -- 5/17/05						
Mileage - Round Trip from Casper to Rig			1,060.00	MILES(S)	2.50	2,650.00
Per Diem (2 Men) (\$75/Day)	04/07/05	05/17/05	41.00	DAYS	150.00	6,150.00
DIR HDS1 - Operating Rate	04/07/05	04/26/05	20.00	DAYS	6,000.00	120,000.00
DIR HDS1L - Instrument Protection	04/07/05	04/26/05	20.00	DAYS	650.00	13,000.00
DIR HDS1 - L Standby Rate	04/27/05	04/28/05	2.00	DAYS	3,150.00	6,300.00
DIR HDS1 - L Operating Rate	04/29/05	05/17/05	19.00	DAYS	6,000.00	114,000.00
DIR HDS1-R Instrument Protection	04/29/05	05/17/05	19.00	DAYS	650.00	12,350.00
Motor Rebuild Per Used Motor			6.00	EACH	750.00	4,500.00
Float Valve Rebuild			4.00	EACH	350.00	1,400.00
Equipment Inspection Non Mag Conn			8.00	EACH	75.00	600.00
Equipment Inspection Steel Conn			16.00	EACH	45.00	720.00
Repair Gamalloy Inv 3964			1.00	EACH	135.68	135.68

THANKS FOR YOUR BUSINESS...MARGARET



Please Remit To: P.O. Box 200641, Dallas, TX 75320-0641
 Wire Transfer or ACH Instructions:
 Wells Fargo Bank for the credit of PathFinder Energy Services

Subtotal: 281,805.68
 Invoice Discount:
 Sales Tax: 0.00
 Total: 281,805.68

ABA No. 121000248 Account No. 4911422285

PathFinder Energy Services, Inc

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 28th day of September, 2006

Cornelia M. Robinson, individually and as Trustee of the Cornelia M. Robinson Trust, dated June 22, 1989

9025 North 109th Avenue, Sun City, AZ 85351

hereinafter called Lessor (whether one or more)

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 of which is 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

315294

RECORDED	<u>NOV 17</u>	<u>23 05 10 AM</u>
IN BOOK	<u>131 D + G</u>	<u>PAGE 280</u>
FEE \$	<u>15.00</u>	COUNTY CLERK
SUBLETTE COUNTY, WYOMING		

by Cynthia J. Thiel

and containing 4,021.91 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

February 17th, 2006

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 in paying quantities of any 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 lands so 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 on the leased premises, or 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 castor oil, 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 proceeds therefrom 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 to 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 well used for domestic purposes.

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 constitute a breach of this lease 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 lands, 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 on a well shut in by a well on a unit, 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 on a well on a unit covered by this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit, as a royalty, the proportion 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 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. 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 all or any part of the 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 royalties, 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 any other authority having the power to terminate, 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, 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 rack, render, lease, or otherwise, 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 mortgagee, 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 hereunder, 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.

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.

Cornelia M. Robinson, Ittr

Cornelia M. Robinson, individually and as Trustee of the
Cornelia M. Robinson Trust, dated June 22, 1989

STATE OF _____

STATE OF Arizona

ACKNOWLEDGEMENT-INDIVIDUAL

COUNTY OF _____

MARICOPA

BEFORE ME the undersigned, a Notary Public, in and for said County and State, on this 20 day of OCTOBER, 2005,

personally appeared Cornelia M. Robinson, individually and as Trustee of the Cornelia M. Robinson Trust, dated June 22, 1989

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 S he _____ 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.

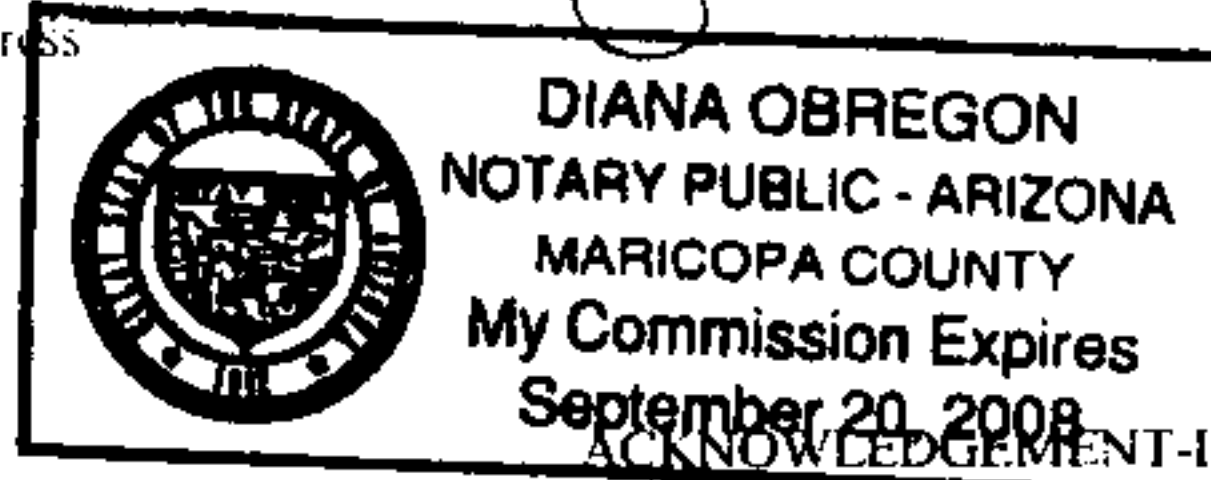
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires

SEPTEMBER 20, 2008

Notary Public:

Address:



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:

STATE OF _____

ACKNOWLEDGEMENT-CORPORATE

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

executed the name of the maker thereof to the foregoing instrument as its _____ and acknowledged to me that _____ he executed

the same _____ 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 _____ 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 September 28th, 2005, by and between Cornelia M. Robinson, individually and as Trustee of the Cornelia M. Robinson Trust, dated June 22, 1989, 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 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

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 February 16, 2001, recorded in Book 117 O&G, Page 432, in the records of Sublette County, Wyoming, between Cornelia M. Robinson, individually and as Trustee of the Cornelia M. Robinson Trust, dated June 22, 1989, as Lessor, to Hanson & Strahn, Inc., 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 February 17, 2006. (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 two (2) separate installments as follows: (a) The first installment constitutes 20.0% 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. The last installment 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:

Cornelia M. Robinson, Trustee

Cornelia M. Robinson, individually and as Trustee of the
Cornelia M. Robinson Trust, dated June 22, 1989

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 27th day of September, 2005, by and betweenVernon J. Gildea, individually and as Trustee, or his successors in trust, under the Barbara C. Gildea Living Trust
dated October 28, 19945805 Friars Road, Unit 2105, San Diego, CA 92110Contex Energy Company

whose address is

1645 Court Place, Suite 212, Denver, CO 80202

hereinafter called Lessee

hereinafter called Lessor (whether one or more)

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

315295

RECORDED	<u>NOV. 17</u>	<u>20 05 10:00AM</u>
IN BOOK	<u>1310+6</u>	PAGE <u>283</u>
FEE \$	<u>15.00</u>	COUNTY CLERK
SUBLETTE COUNTY, WYOMING		

by Cynthia J. Friel

and containing 4,021.91 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 February 17th, 2006 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 land so 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 on the well, or if 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 a synthetic 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 as gas 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 duties 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 similar 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 for 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 of 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 different parts 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. 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 plan or agreement. All 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. If the production from the 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 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, on 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.

[Signature]

Vernon J. Gildea, individually and as Trustee, or his successors in trust, under the Barbara C. Gildea Living Trust dated October 28, 1994

INSTRUMENT

723-63-1637

STATE

California

CITY

San Diego

ACKNOWLEDGEMENT-INDIVIDUAL

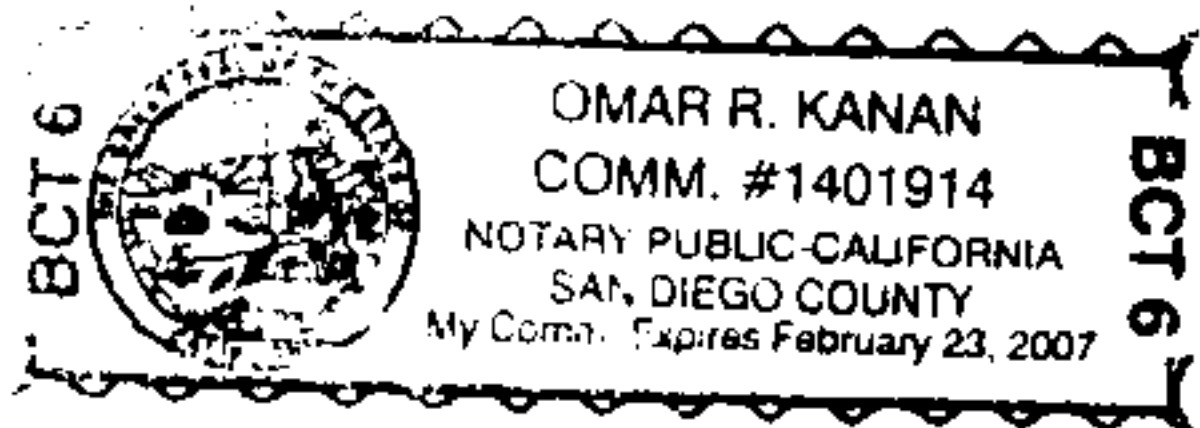
BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th day of October, 2005, personally appeared Vernon J. Gildea, individually and as Trustee, or his successors in trust, under the Barbara C. Gildea Living Trust dated October 28, 1994

Identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ he _____ duly executed his _____ free and voluntary act and deed for the uses and purposes therein set forth and in the capacity stated therein.

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

My Commission Expires

2/23/07



Notary Public:

Address:

POSTAL ANNEX + #184
10 HAZARD CENTER DR., STE E
SAN DIEGO CA 92108

STATE

ACKNOWLEDGEMENT-INDIVIDUAL

COUNTY

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 200 _____, personally appeared _____

Identical person _____, described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ he _____ duly executed his _____ free and voluntary act and deed for the uses and purposes therein set forth and in the capacity stated therein.

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

My Commission Expires

Notary Public:

Address:

STATE

ACKNOWLEDGEMENT-CORPORATE

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 200 _____, personally appeared _____

_____ to me 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 _____ 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 September 27th, 2005, by and between Vernon J. Gildea, individually and as Trustee, or his successors in trust, under the Barbara C. Gildea Living Trust dated October 28, 1994, 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 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

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 February 16, 2001, recorded in Book 117 O&G, Page 439, in the records of Sublette County Wyoming, between Barbara C. Gildea and Vernon J. Gildea Trustee of the Barbara C. Gildea Living Trust dated 10/28/94, as Lessor and Hanson & Strahn, Inc., 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 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 February 17, 2006. (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 two (2) separate installments as follows: (a) The first installment constitutes 20.0% 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. The last installment will be paid, unless Lessor(s) 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:



Vernon J. Gildea, individually and as Trustee, or his successors in trust, under the Barbara C. Gildea Living Trust dated October 28, 1994

OIL AND GAS LEASE

AGREEMENT. Made and entered into the 27th day of September, 2005, by and between

Vernon Gildea, a/k/a Vernon J. Gildea, a widower

5805 Friars Road, Unit 2105, San Diego, CA 92110

, hereinafter called Lessor (whether one or more) and

Contex Energy Company
hereinafter called Lessee

whose address is

1645 Court Place, Suite 212, Denver, CO 80202

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 erecting and installing 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

315296

RECORDED	NOV 17	10:10:00AM
IN BOOK	1210+G	PAGE 286
FEES \$	15.00	COUNTY CLERK
SUBLETTE COUNTY, WYOMING		

by Cynthia J. Friel

and containing 4,021.91 acres, more or less, together with all strips or parcels of land (not, however, to be construed to include parcels comprising 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 March 15th, 2006 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 thereunder as to such lands surrendered.
3. In consideration of the premises the said Lessee covenants and agrees:
- 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 the production and saved from the leased premises.
 - 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.
 - 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.
 - 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 royalties) 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 has commenced on 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 (whether or not the same are owned by the same person or persons) 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 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 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 for 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 on 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 on 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 or unitized, 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. 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 two or more of the 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 royalties 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 terminate, 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 any mortgages, 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.

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

Vernon J. Gildea

Vernon Gildea, a k/a Vernon J. Gildea

SS: LK: 723 03 1637

STATE of California

ACKNOWLEDGEMENT-INDIVIDUAL

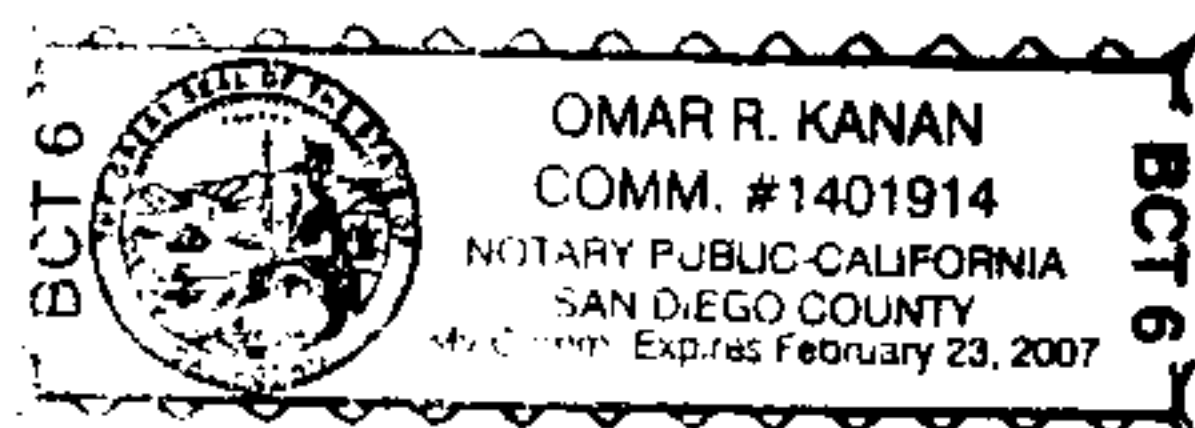
COUNTY of San Diego

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th day of October, 2005, personally appeared Vernon Gildea, a/k/a Vernon J. Gildea

described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed his free and voluntary act and deed for the uses and purposes therein set forth and in the capacity stated therein.

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

My Commission Expires 2/23/07



Notary Public:

Address:

POSTAL ANNEX + #184
2710 HAZARD CENTER DR., STE E
SAN DIEGO, CA 92108

ACKNOWLEDGEMENT-INDIVIDUAL

COUNTY of

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 200____, personally appeared _____

described in and who executed the within and foregoing instrument of writing and acknowledged to me that he duly executed his free and voluntary act and deed for the uses and purposes therein set forth and in the capacity stated therein.

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

My Commission Expires _____

Notary Public:

Address:

ACKNOWLEDGEMENT-CORPORATE

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 200____, personally appeared _____

described the name of the maker thereof to the foregoing instrument as its _____ and acknowledged to me that he executed his 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 September 27th, 2005, by and between Vernon J. Gildea, widower, 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 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

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 March 14, 2001, recorded in Book 117 O&G, Page 434, in the records of Sublette County, Wyoming, between The First Interstate Bank, Trustee of Trust "B" under the Will of Margaret E. Conwell, deceased, as Lessor, to Contex & Strahn, Inc., 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 March 15, 2006. (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 two (2) separate installments as follows: (a) The first installment constitutes 20.0% 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 this 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. The last installment 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:



Vernon Gildea, a/k/a Vernon J. Gildea

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 27th day of September, 2005, by and betweenMary E. Estes, a married woman dealing in her sole and separate property9062 Meadow Run Way, San Diego, CA 92129

whose address is

Contex Energy Company

whose address is

1645 Court Place, Suite 212, Denver, CO 80202

hereinafter called Lessor (whether one or more) and

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 for 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

315297

RECORDED	NOV. 17	05:10:00 PM
IN BOOK	1310+6	PAGE 289
FEES	15.00	COUNTY CLERK
SUBLETTE COUNTY, WYOMING		

by Cynthia G. Fried

and containing 4,021.91 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

March 15th, 2006

1. It is agreed that this lease shall remain in force for a term of Five (5) years from ~~the date~~ and as long thereafter as oil or gas of whatever 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, gas, 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, on 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, in 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 royalties) 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 lands, 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, and 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 thereunder 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 production 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.

1. If 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 upon the heirs, successors and assigns of Lessor and Lessee.

2. WHEREAS WHEREOF this instrument is executed as of the date first above written

Mary E. Estes
Mary E. Estes

559-43-9253

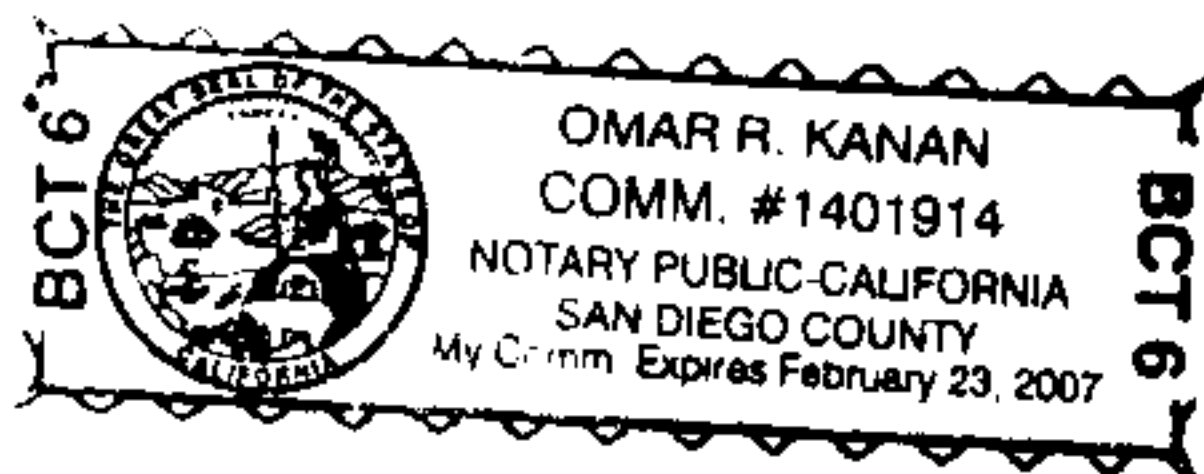
California
COUNTY of San Diego

ACKNOWLEDGEMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th day of October, 2005, personally appeared Mary E. Estes, a married woman dealing in her sole and separate property

described in and who executed the within and foregoing instrument of writing and acknowledged to me that S he _____ to me known to be the
person _____ 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 2/23/07



[Signature]
Notary Public:
Address:

POSTAL ANNEX + #184
7710 HAZARD CENTER DR., STE E
SAN DIEGO CA 92108

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 _____ 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 _____ of the name of the maker thereof to the foregoing instrument as its _____ and acknowledged to me that _____ he executed _____ 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 _____ 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 September 27th, 2005, by and between Mary L. Estes, a married woman dealing in her sole and separate property, as Lessor, and Context 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 11: Lots 1(33.62), 2(31.98), 3(30.34), 4(28.70), SE4NW4, S2NE4, N2SE4

Section 12: Lots 1(39.37), 2(38.88), 3(37.04), 4(35.31), S2N2, N2SW4, SW4SW4, SE4

Section 13: NE4NE4

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.

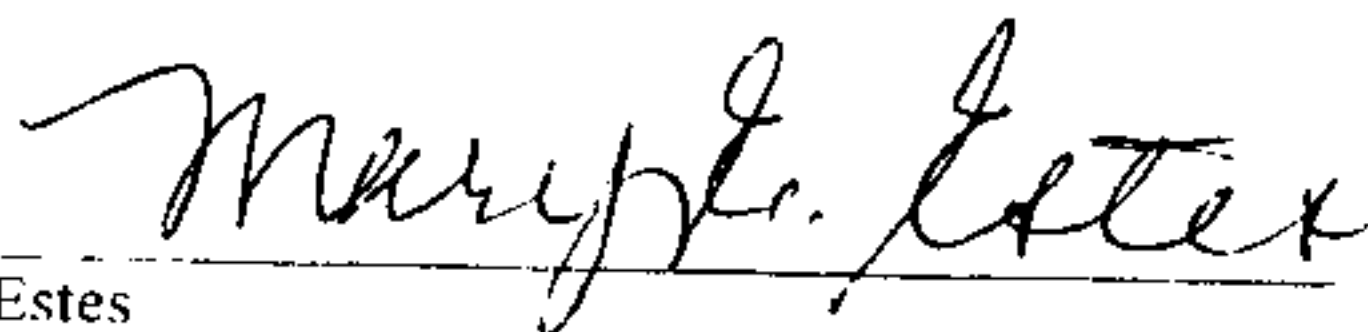
TOP LEASE RIDER:

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 March 14, 2001, recorded in Book 117 O&G, Page 434, in the records of Sublette County, Wyoming, between The First Interstate Bank, Trustee of Trust "B" under the Will of Margaret E. Conwell, deceased, as Lessor, to Hanson & Strahn, Inc., 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 March 15, 2006. (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 two (2) separate installments as follows: (a) The first installment constitutes 20.0% 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. The last installment 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:



Mary E. Estes

315326

RELEASE OF OIL AND GAS LEASE

RECORDED	<u>NOV. 18</u>	20 <u>05</u> <u>11:45AM</u>
IN BOOK	<u>131 0+6</u>	PAGE <u>292</u>
FEES \$	<u>8.00</u>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING		

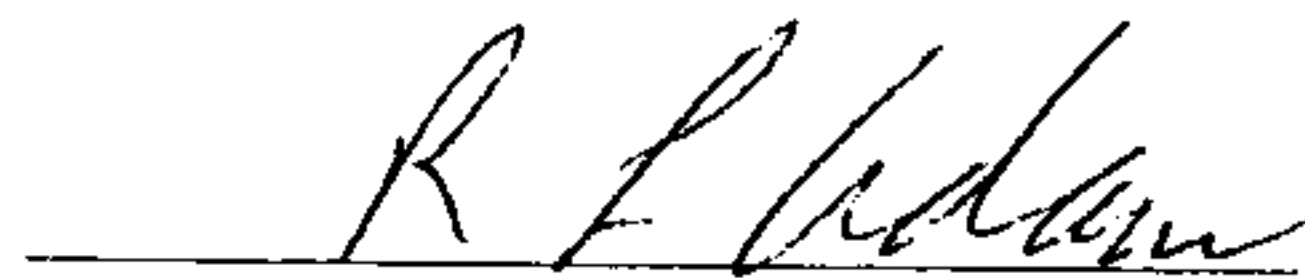
KNOW ALL MEN BY THESE PRESENTS:

THAT, EOG RESOURCES, INC, with offices at P.O. Box 4362, Houston, Texas 77210-4362, 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, set forth below:

Lessor:	Gordon M. & Margaret G. Mickelson, Husband and Wife
Original Lessee:	Contex Energy Company
Date:	December 10, 1994
Recorded:	Book 100, Page 235
Description:	Township 30 North, Range 112 West
	Section 14: NW/4NW/4, S/2NW/4, S/2
	Section 21: NE/4NE/4
	Section 22: N/2NW/4, SW/4NW/4, N/2SE/4, NE/4
	Section 23: NW/4, N/2SW/4,
	A 2 acre tract of land in the NW corner of the NE/4
	Sublette County, Wyoming

Executed this 3 day of November, 2005.

EOG RESOURCES, INC



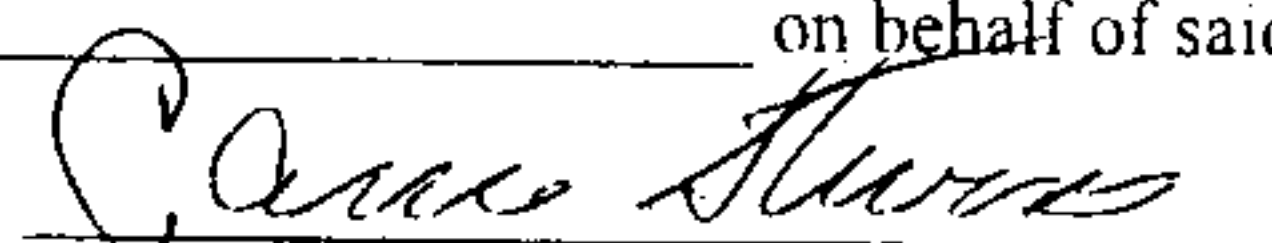
R. L. ADAMS
AGENT AND ATTORNEY-IN-FACT

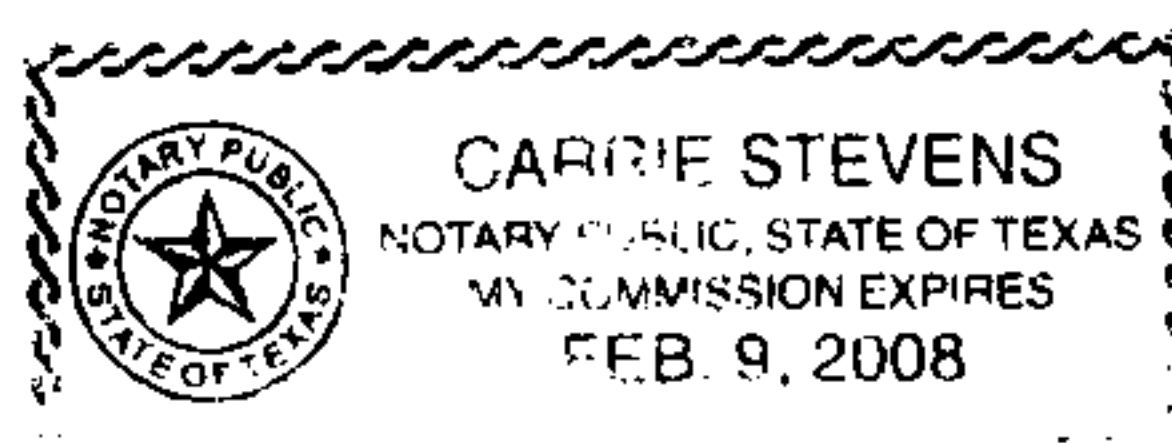
STATE OF TEXAS)
)
COUNTY OF)

This instrument was acknowledged before me on Nov. 3, 2005 by R. L. Adams on behalf of said Company.

My Commission Expires:

Feb 9, 2008


Notary Public
State of TEXAS



NOTICE OF SATISFACTION AND RELEASE OF LIEN**315344**

STATE OF WYOMING

§

COUNTY OF SUBLETTE

§

§

RECORDED NOV 21 10 55 AM
IN BOOK 131 C+G PAGE 212
FEE \$ 8.00 COUNTY CLERK
SUBLETTE COUNTY WYOMING

Before me the undersigned authority on this day personally appeared, Brent Michael Janner, who being by me duly sworn, stated under oath:

"My name is Brent Michael Janner. I am over the age of twenty-one (21) years. I have never been convicted of a felony. I am authorized to make this affidavit and I have personal knowledge of the facts and matters stated herein.

I am the Chief Financial Officer of PathFinder Energy Services, Inc. PathFinder Energy Services, Inc.'s mailing address is 15151 Sommermeyer Street, Houston, Texas 77041-5332.

On or about November 14, 2005, PathFinder Energy Services, Inc. caused to be filed an Affidavit of Lien Against Mineral Property, Record Number 315232, at Book 131 O&G, Page 275 in the real property records of Sublette County, Texas, against the following property:

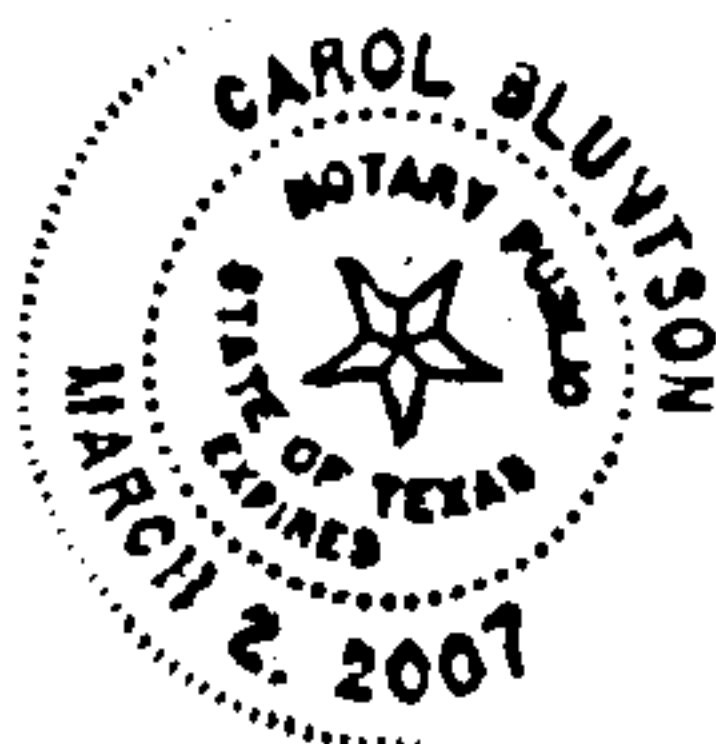
Section 36, Township 32 N, Range 109 West of the 6th P.M. in the County of Sublette, State of Wyoming.


Be it known that the debt for which the aforementioned lien was filed has been fully satisfied, and the lien is hereby fully released in its entirety. PathFinder Energy Services, Inc. directs and authorizes the clerk of Sublette County to cancel and erase entirely from his/her records the inscription of the Lien, and to note the recordation of this Notice of Satisfaction and Release of Lien on the margin of the inscription of the aforesaid Affidavit of Lien Against Mineral Property.

Further affiant sayeth not.


Brent Michael Janner

Subscribed and sworn to before me by Brent Michael Janner on November 16, 2005.




Notary Public, in and for the
State of Texas

RELEASE OF OIL AND GAS LEASE

RECORDED	<u>NOV. 18</u>	20 <u>05</u> 11:45AM
IN BOOK	<u>131 0+6</u>	PAGE <u>292</u>
FEES \$	<u>8.00</u>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING		

KNOW ALL MEN BY THESE PRESENTS:

by Cynthia G. Friel

THAT, EOG RESOURCES, INC, with offices at P.O. Box 4362, Houston, Texas 77210-4362, 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, set forth below:

Lessor:	Gordon M. & Margaret G. Mickelson, Husband and Wife
Original Lessee:	Contex Energy Company
Date:	December 10, 1994
Recorded:	Book 100, Page 235
Description:	<u>Township 30 North, Range 112 West</u> Section 14: NW/4NW/4, S/2NW/4, S/2 Section 21: NE/4NE/4 Section 22: N/2NW/4, SW/4NW/4, N/2SE/4, NE/4 Section 23: NW/4, N/2SW/4, A 2 acre tract of land in the NW corner of the NE/4 Sublette County, Wyoming

Executed this 3 day of November, 2005.

EOG RESOURCES, INC

R. L. Adams
 R. L. ADAMS
 AGENT AND ATTORNEY-IN-FACT

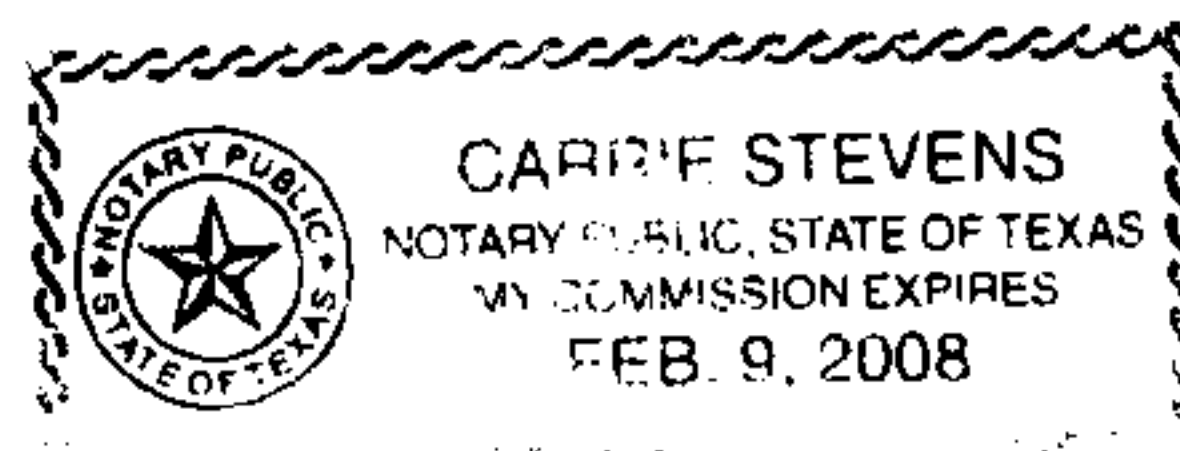
STATE OF TEXAS)
)
 COUNTY OF)

This instrument was acknowledged before me on Nov. 3, 2005 by R. L. Adams on behalf of said Company.

My Commission Expires:

Feb 9, 2008

Carrie Stevens
 Notary Public
 State of TEXAS



NOTICE OF SATISFACTION AND RELEASE OF LIEN**315344**

STATE OF WYOMING

§

COUNTY OF SUBLETTE

§

§

RECORDED	NOV 21	2005	5:13 PM
IN BOOK	131	6+6	PAGE 212
FEE \$	8.00	COUNTY CLERK	
SUBLETTE COUNTY, WYOMING			

Before me the undersigned authority on this day personally appeared, Brent Michael Janner, who being by me duly sworn, stated under oath:

"My name is Brent Michael Janner. I am over the age of twenty-one (21) years. I have never been convicted of a felony. I am authorized to make this affidavit and I have personal knowledge of the facts and matters stated herein.

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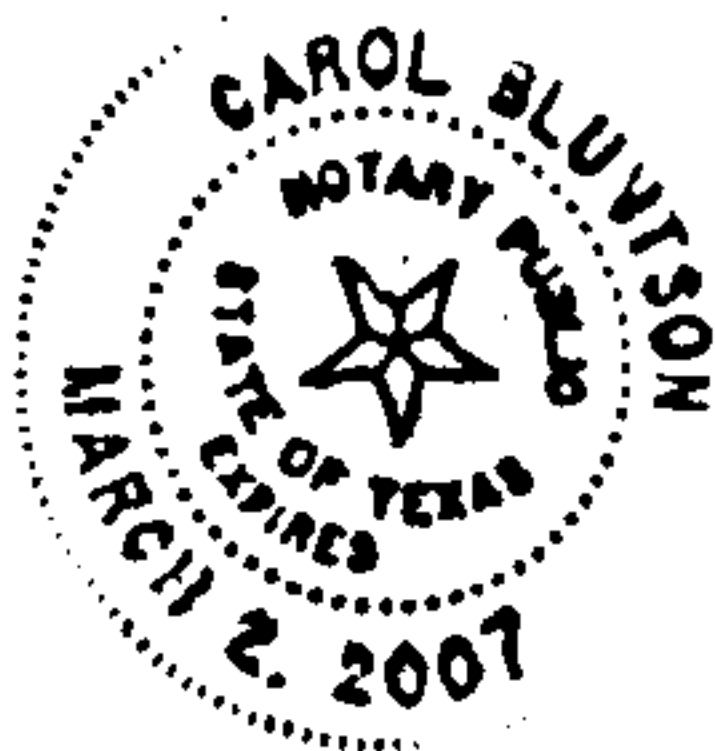
Section 36, Township 32 N, Range 109 West of the 6th P.M. in the County of Sublette, State of Wyoming.


Be it known that the debt for which the aforementioned lien was filed has been fully satisfied, and the lien is hereby fully released in its entirety. PathFinder Energy Services, Inc. directs and authorizes the clerk of Sublette County to cancel and erase entirely from his/her records the inscription of the Lien, and to note the recordation of this Notice of Satisfaction and Release of Lien on the margin of the inscription of the aforesaid Affidavit of Lien Against Mineral Property.

Further affiant sayeth not.


Brent Michael Janner

Subscribed and sworn to before me by Brent Michael Janner on November 16, 2005.




Notary Public, in and for the
State of Texas

MINERAL, ROYALTY AND OVERRIDING
ROYALTY CONVEYANCE

315345

STATE OF WYOMING

COUNTY OF SUBLETTE

RECORDED	<u>NOV. 21</u>	<u>2005 9:30 AM</u>
IN BOOK	<u>1310 + G</u>	PAGE <u>294</u>
FEES \$	<u>14.00</u>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING		

by Cynthia J. Friel

Key Production Company, 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 vice 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.

Executed this 10th day of NOVEMBER, 2005, to be effective as of the Effective Time.

GRANTOR:

Key Production Company., a Delaware Corporation

DATE: 11/10/05

BY: Stephen P. Bell
 Senior Vice President
 Business Development and Land
 Key Production Company

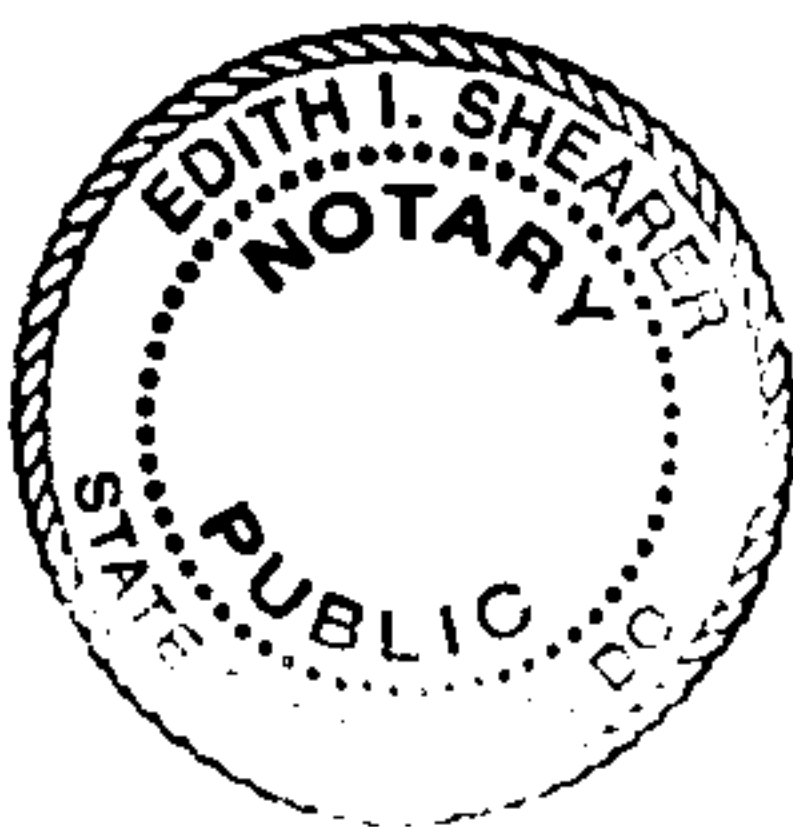
NOTARY PUBLIC ACKNOWLEDGEMENT

STATE OF COLORADO

COUNTY OF DENVER

This instrument was acknowledged before on this 10th day of November, 2005, by Stephen P. Bell in his capacity as Senior Vice President of Key Production Company.

Edith I. Shearer
 Notary Public, State of Colorado



My Commission Expires 06/29/2009

EXHIBIT "A"

GRB #16-33 (491326-357)

LEASE NUMER:	WYW-039913
LESSOR:	BUREAU OF LAND MANAGEMENT
LESSEE:	ENRON O&G CO.
RECORDED:	SUBLETTE CO., WYOMING
DESCRIPTION:	<u>T28N, R112W</u> SECTION 33: N/2, SE/4

315375

ASSIGNMENT OF OIL AND GAS LEASES

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 sell, transfer, assign and convey unto **Plains Exploration & Production Company** (hereinafter referred to as "Assignee"), one hundred percent (100%) of its right, title and interest in and to the oil and gas leases as described on Exhibit "A", attached hereto and made a part hereof insofar, and only insofar, as said leases cover the described lands in Sublette County, Wyoming, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith, excepting that the Assignor reserves unto itself an overriding royalty for each lease in the amount noted on Exhibit "A".

This Assignment is made subject to the following:

1. All previously reserved or conveyed overriding royalties, reversionary interests, or other lease burdens effective or existing as of the effective date of this Assignment: and
2. The terms of that Letter Agreement between John P. Lockridge, Mountain Energy, LLC, Mountain Petroleum Corporation and Plains Exploration & Production Company dated April 8, 2005.

As to each lease described on Exhibit "A", if the Assignor's interest in the oil and gas lease is less than the entire interest, or if said oil and gas lease covers less than the entire mineral estate, the overriding royalty reserved by Assignor with respect to that lease shall be reduced proportionately.

This Assignment is made without warranty of title of any kind, either expressed or implied, except to those claiming by, through and under Assignor. The terms, covenants and conditions hereof shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, successors and assigns, and such terms, covenants and conditions shall be covenants running with the land.

EXECUTED and EFFECTIVE this 5th day of May, 2005.

MOUNTAIN ENERGY, LLC.

By: Steven R. Matre
Steven R. Matre, Manager

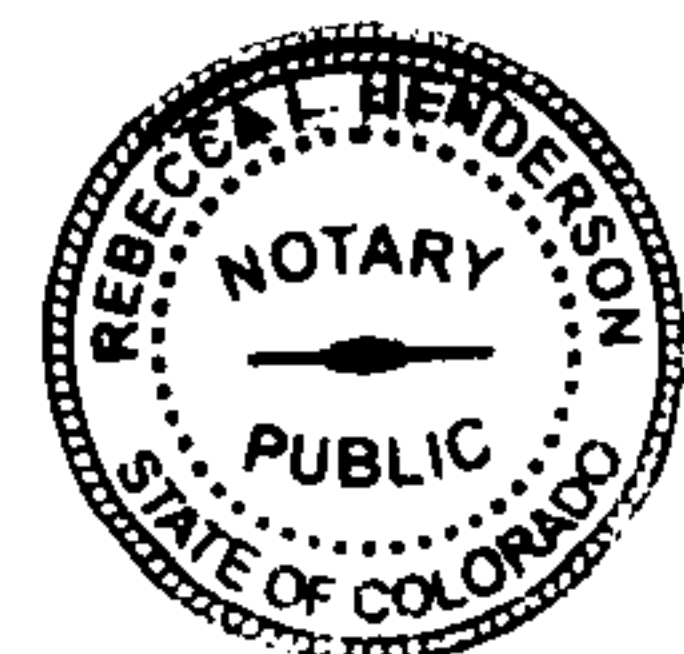
STATE OF COLORADO)
) ss
COUNTY OF DENVER)

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 5th day of May, 2005.

MY COMMISSION EXPIRES 11/15/08

Notary Public



My Co. _____ Reg. _____ Dist. _____

ATTACHED TO AND MADE PART OF THAT CERTAIN ASSIGNMENT OF OIL & GAS LEASES,
EFFECTIVE MAY 5, 2005 BY AND BETWEEN
MOUNTAIN ENERGY, LLC, AS ASSIGNOR, AND PLAINS EXPLORATION & PRODUCTION COMPANY, AS ASSIGNEE.

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	GROSS ACRES	RECORDING DATA BOOK PAGE	LEASEHOLD INTEREST OWNED AND ASSIGNED	OVERRIDING ROYALTY RETAINED
USA WYW-132828 Bureau of Land Management	High Plains Associates, Inc.	7/1/1994	TOWNSHIP 36 NORTH, RANGE 113 WEST, 6th P.M. SECTION 22: ALL SECTION 27: ALL SECTION 34: ALL	1920.00	N/A	75%	0.0%
			TOWNSHIP 37 NORTH, RANGE 113 WEST, 6th P.M. SECTION 35: SE 1/4 SECTION 36: W 1/2 SW 1/4	240	N/A	75%	1.0%
			TOWNSHIP 36 NORTH, RANGE 113 WEST, 6th P.M. SECTION 4: LOTS 1-4, S 1/2 N 1/2, S 1/2 SECTION 5: LOTS 1-4, S 1/2 N 1/2, S 1/2 SECTION 6: LOTS 1-7, S 1/2 NE 1/4, SE 1/4 SE 1/4 NW 1/4, E 1/2 SW 1/4, E 1/2 SECTION 7: LOTS 1-4, E 1/2 W 1/2, E 1/2 SECTION 8: ALL SECTION 9: ALL SECTION 16: ALL SECTION 17: ALL SECTION 18: LOTS 1-4, E 1/2 W 1/2, E 1/2 SECTION 19: LOTS 1-4, E 1/2 W 1/2, E 1/2 SECTION 20: ALL SECTION 21: ALL SECTION 30: LOTS 1-2, NE 1/4, E 1/2 NW 1/4	7819.62	N/A	75%	1.0%
USA WYW-132831 Bureau of Land Management	High Plains Associates, Inc.	7/1/1994	TOWNSHIP 36 NORTH, RANGE 114 WEST, 6th P.M. SECTION 22: ALL SECTION 23: ALL SECTION 24: ALL SECTION 25: ALL SECTION 26: ALL SECTION 27: ALL SECTION 28: E 1/2, E 1/2 W 1/2, SW 1/4 NW 1/4, W 1/2 SW 1/4 SECTION 33: N 1/2 SECTION 34: N 1/2	5400.00	N/A	75%	0.0%

ATTACHED TO AND MADE PART OF THAT CERTAIN ASSIGNMENT OF OIL & GAS LEASES,
EFFECTIVE MAY 5, 2005 BY AND BETWEEN
MOUNTAIN ENERGY, LLC, AS ASSIGNOR, AND PLAINS EXPLORATION & PRODUCTION COMPANY, AS ASSIGNEE.

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	GROSS ACRES	RECORDING BOOK	RECORDING PAGE	LEASEHOLD INTEREST OWNED AND ASSIGNED	OVERRIDING ROYALTY RETAINED
USA WYW-132832 Bureau of Land Management	High Plains Associates, Inc.	7/1/1994	SECTION 35: N $\frac{1}{2}$ TOWNSHIP 36 NORTH, RANGE 114 WEST, 6th P.M. SECTION 1: LOTS 1-4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ SECTION 2: LOTS 3-4, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ SECTION 10: S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SECTION 11: ALL SECTION 12: ALL SECTION 13: ALL SECTION 14: ALL SECTION 15: ALL SECTION 16: E $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ W $\frac{1}{2}$, W $\frac{1}{2}$ E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, SECTION 21: NE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$	5201.50	N/A	N/A	75%	0.0%
USA WYW-132839 Bureau of Land Management	Fred P. Blume	9/01/94	TOWNSHIP 36 NORTH, RANGE 114 WEST, 6th P.M. SECTION 3: LOTS 1-4, S $\frac{1}{2}$ N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ SECTION 4: LOTS 1-4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ SECTION 5: LOTS 1-4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ SECTION 6: LOTS 1-7, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SECTION 7: LOTS 1-4, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$	5188.27	N/A	N/A	100%	5.5%

ATTACHED TO AND MADE PART OF THAT CERTAIN ASSIGNMENT OF OIL & GAS LEASES,
EFFECTIVE MAY 5, 2005 BY AND BETWEEN
MOUNTAIN ENERGY, LLC, AS ASSIGNOR, AND PLAINS EXPLORATION & PRODUCTION COMPANY, AS ASSIGNEE.

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	GROSS ACRES	RECORDING BOOK	DATA PAGE	LEASEHOLD INTEREST OWNED AND ASSIGNED	OVERRIDING ROYALTY RETAINED
USA WYW-132841 Bureau of Land Management	Fred P. Blume	9/01/94	SECTION 8: ALL SECTION 9: NW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ SECTION 17: ALL SECTION 18: LOTS 1-4, E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$ TOWNSHIP 36 NORTH, RANGE 114 WEST, 6th P.M.	3829.28	N/A	N/A	100%	5.5%
USA WYW-133112 Bureau of Land Management	High Plains Associates, Inc.	8/1/1994	TOWNSHIP 36 NORTH, RANGE 113 WEST, 6th P.M. SECTION 15: ALL	640.00	N/A	N/A	75%	0.0%
USA WYW-135155 Bureau of Land Management	High Plains Associates, Inc.	2/1/1995	TOWNSHIP 36 NORTH, RANGE 113 WEST, 6th P.M. SECTION 12: W $\frac{1}{2}$ W $\frac{1}{2}$ SECTION 13: W $\frac{1}{2}$ SECTION 24: E $\frac{1}{2}$ SECTION 25: ALL SECTION 35: ALL	2080.00	N/A	N/A	75%	0.0%
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, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ SECTION 10: S $\frac{1}{2}$ SECTION 11: ALL	1575.20	101	677	50%	7.5%
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: E $\frac{1}{2}$ SECTION 23: ALL SECTION 26: ALL	1600.00	101	684	50%	7.5%
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, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$	1108.40	102	576	50%	7.5%

ATTACHED TO AND MADE PART OF THAT CERTAIN ASSIGNMENT OF OIL & GAS LEASES,
EFFECTIVE MAY 5, 2005 BY AND BETWEEN
MOUNTAIN ENERGY, LLC, AS ASSIGNOR, AND PLAINS EXPLORATION & PRODUCTION COMPANY, AS ASSIGNEE.

LESSOR	LESSEE	LEASE DATE	DESCRIPTION	GROSS ACRES	RECORDING BOOK	DATA PAGE	LEASEHOLD INTEREST OWNED AND ASSIGNED	OVERRIDING ROYALTY RETAINED
			SECTION 12: E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$ TOWNSHIP 36 NORTH, RANGE 113 WEST, 6th P.M.	960.00	102	583	50%	7.5%
USA WYW-136851 Bureau of Land Management	Mountain States Fuels	7/01/95	SECTION 13: E $\frac{1}{2}$ SECTION 14: W $\frac{1}{2}$ SECTION 24: W $\frac{1}{2}$					
USA WYW-145809 Bureau of Land Management	Prima O&G Co	8/01/98	TOWNSHIP 36 NORTH, RANGE 113 WEST, 6th P.M.	612.400	108	311	25%	7.5%
Dorothy A. Noble, a widow	Mountain Energy, LLC	12/08/04	SECTION 3: LOTS 1-4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ TOWNSHIP 36 NORTH, RANGE 114 WEST, 6th P.M.	140.9	N/A	N/A	100%	7.5%
Robert Charles Noble and Arlene R. Noble, husband and wife	Mountain Energy, LLC	12/08/04	SECTION 2: LOTS 1-2, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$ TOWNSHIP 36 NORTH, RANGE 114 WEST, 6th P.M.	140.9	129	683	100%	7.5%
Colleen Haviland, formerly known as Colleen Noble, a widow	Mountain Energy, LLC	12/08/04	SECTION 2: LOTS 1-2, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$ TOWNSHIP 36 NORTH, RANGE 114 WEST, 6th P.M.	140.9	129	677	100%	7.5%
Sally Louise Noble Kidd, formerly known as Sally Louise Noble, a widow	Mountain Energy, LLC	12/08/04	TOWNSHIP 36 NORTH, RANGE 114 WEST, 6th P.M.	140.9	129	680	100%	7.5%

Assignor and Assignee have executed separate assignments of the oil and gas leases described on Exhibit "A" issued on officially approved forms filed with the Bureau of Land Management. The interests conveyed by such separate assignments are the same as, and not in addition to, the interests in the leases conveyed herein.

COMMUNICATION CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned is the owner of an interest in valid and subsisting oil and gas minerals in and under the following described property Sublette County, Wyoming

Township 29 North. Range 114 West. 6th P.M.

Sec 22 ALL
Sec 23 W/2
Sec 27 N/2

315447

RECORDED	NOV. 28	2005 9:30AM
IN BOOK	1310+6	PAGE 302
FEES \$	8.00	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING		

by Cynthia J. Friel

THAT this Certificate is recorded to facilitate communication with the undersigned regarding this property. The undersigned's names, new address and telephone number is: 1 Jo Anne Gillespie, aka Jo A., Joan, Joann, Joanne, Jo Ann, JoAnne GILLESPIE, Jo A., Joan, Joann, Joanne Jo Ann, JoAnne MC INTYRE or MC INTIRE, Jo A., Joan, Joann, Joanne Jo Ann, JoAnne MAY, Mrs. Peter MC INTYRE or MC INTIRE, Mrs. Curt MAY

Jo Anne Gillespie
1311 South Houston
Tulsa, OK 74127
918-584-4441

Dated this 26th day of October, 2005

Jo Anne Gillespie

STATE OF OKLAHOMA}

}ss. Individual Acknowledgment

COUNTY OF TULSA }

Before me, the undersigned, a Notary Public in and for said County and State on this 26th day of October 2005, Jo Anne Gillespie personally appeared to me. She is 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

Given under my hand and seal the day and year last above written. My commission expires: 10/6/2007

Notary Public

Erin E. Ottensen

Erin E. Ottensen
Notary Public, State of Oklahoma
Tulsa County
Commission Expires 10/6/2007

315449

RECORDED	<u>Nov 28</u>	<u>2005 10:10AM</u>
IN BOOK	<u>131 0 + 6</u>	PAGE <u>303</u>
FEES \$	<u>14.00</u>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING		

WYO

by Cynthia J. Friel
TRANSFER, ASSIGNMENT AND CONVEYANCE

WHEREAS,

- (a) Edith Elizabeth Brasher, as Settlor, and Marcia Y. Routh and RepublicBank First National Midland, as Trustees, entered into and executed a Management Trust Agreement dated April 18, 1986, and an Amendment thereto dated May 6, 1986; and
- (b) Bank of America, N.A., successor in name to RepublicBank First National Midland, has resigned as Trustee of such Trust, and by Order entered on June 23, 2005, by the District Court of Midland County, Texas, in Cause No. CV 44943, Raymond James Trust Company West was appointed Successor Trustee of such Trust.

NOW, THEREFORE, said BANK OF AMERICA, N.A., does hereby
 TRANSFER, ASSIGN and CONVEY to:

RAYMOND JAMES TRUST COMPANY WEST,
 as Trustee of such Trust
 1201 Pacific Avenue
 Suite 150
 Tacoma, Washington 98402

("Assignee")

all of the rights, titles and interests held by said BANK OF AMERICA, N.A., as Trustee of such Trust, in and to oil, gas and other minerals, royalty in oil, gas and other minerals, overriding royalty interests in oil, gas and other minerals, oil, gas and mineral leases and leasehold estates, and production payment interests, of whatsoever nature and wherever situated, including such interests in, under and produced from the lands described in Exhibit A hereto, including, with respect to leases and leasehold estates, all wells, personal property and equipment therein or thereon.

TO HAVE AND TO HOLD such properties and interests unto such Assignee and its successors and assigns.

This grant, conveyance and distribution is made without warranty of title, express or implied, and without representation or warranty as to the operability or productivity of any well or the quality, condition or fitness for any purpose of any

This Instrument was Prepared by John L. Roach, Inc.
 4150 Lincoln Plaza, 500 North Akard, Dallas, Texas 75201,
 as Attorneys for Bank of America, N.A.

personal property or equipment, and is made by BANK OF AMERICA, N.A., solely in its fiduciary capacity as Trustee as above recited and not in its individual capacity.

EXECUTED this 10th day of NOVEMBER, 2005.

BANK OF AMERICA, N.A., as
Trustee as above recited

By Pamela S. Alblas
Pamela S. Alblas, Asst. Vice President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

NOVEMBER The foregoing instrument was acknowledged before me this 10th day of NOVEMBER, 2005, by PAMELA S. ALBLAS, the Assistant Vice President of BANK OF AMERICA, N.A., on behalf of such national banking association, and in the capacity therein stated.

Scott Wisdom
Notary Public in and for the State of Texas



EXHIBIT "A"

Properties in the State of Wyoming

I. Carbon County:

Sections 28, 29, 30, 31 and 32, T-15-N, R-88-W, 6th PM.

II. Fremont County:

All of Sections 11, 12 and 13, and N/2 NE/4, SE/4 NE/4, W/2, and SE/4, of Section 24, T-24-N, R-96-W, 6th PM.

III. Sublette County:

All of Sections 28, 29, 32 and 33, T-36-N, R-111-W, 6th PM.

IV. Sweetwater County:

- (1) Sections 4 and 5, T-12-N, R-105-W, 6th PM; and
- (2) Sections 32 and 33, T-13-N, R-105-W, 6th PM.

315503

RECORDED Nov. 29 2005 3:00 P.M.
IN BOOK 131 0+G PAGE 306
FEES \$ 14.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING

by Cynthia G. Friell

KNOW ALL MEN BY THESE PRESENT:

RIGHT-OF-WAY shall be as described on Exhibit A and as shown on Exhibit B, together with all necessary and reasonable rights of access, for ingress and egress, and to excavate and refill ditches and trenches for the gas utility pipeline, facilities and related equipment, for location, installation or maintenance, repair, upgrade, alteration and replacement of gas transmission pipeline, related facilities and equipment, or to cut, trim, spray herbicides, or remove trees, shrubbery, undergrowth or other obstructions that may interfere with the repair and maintenance of the pipeline, related equipment or facilities. In addition, Grantor grants to Grantee an additional temporary construction easement as described in Exhibit A and shown on Exhibit B. After construction and related clean up, the easement and right of way shall be limited to the permanent easement as described on Exhibit A. After construction of the gas transmission facilities Lower Valley Energy will conduct a legal survey of the facilities and prepare a new legal description that will be made a part hereof and incorporated herein by this reference.

Grantor reserves the right to improve, occupy and use this easement for all purposes not inconsistent with the easement grant. Grantor agrees that any gas utility pipes or valves, related equipment or facilities, installed on or under the described easement, shall remain the property of the Grantee removable in the sole discretion of the Grantee at the Grantee's expense.

No above ground gas equipment shall be installed on said property with the exception of a possible future pressure regulator and house gas meter. In exchange for this easement, Grantor shall be provided with a gas service hookup to said property. In the event that said property changes ownership, the service option shall be carried with the property.

The rights, conditions and provisions of this easement are assignable by Grantee and shall inure to the benefit of and be binding upon all parties, their heirs, executors, administrators, successors and assigns. Grantor shall compensate Grantee for any damages to Grantee's facilities caused by Grantor, including payment of Grantee's reasonable attorney fees, if action is undertaken by Grantee to enforce the commitments described in this easement. Each party shall have the remedy of specific performance regarding this easement.

The rights and obligations described in this easement shall be construed as a covenant running with the land. This is the entire agreement of the parties regarding this easement, except as may be set forth in writing after the date of this easement and signed by the parties. Grantor hereby releases and waives all rights by virtue of the Homestead Exemption Laws of Wyoming (applies for married individuals).

WITNESS the Hand of the Grantor, this 5th day of OCT., 2005.

Lee Anne Briscoe
LEE ANNE BRISCOE

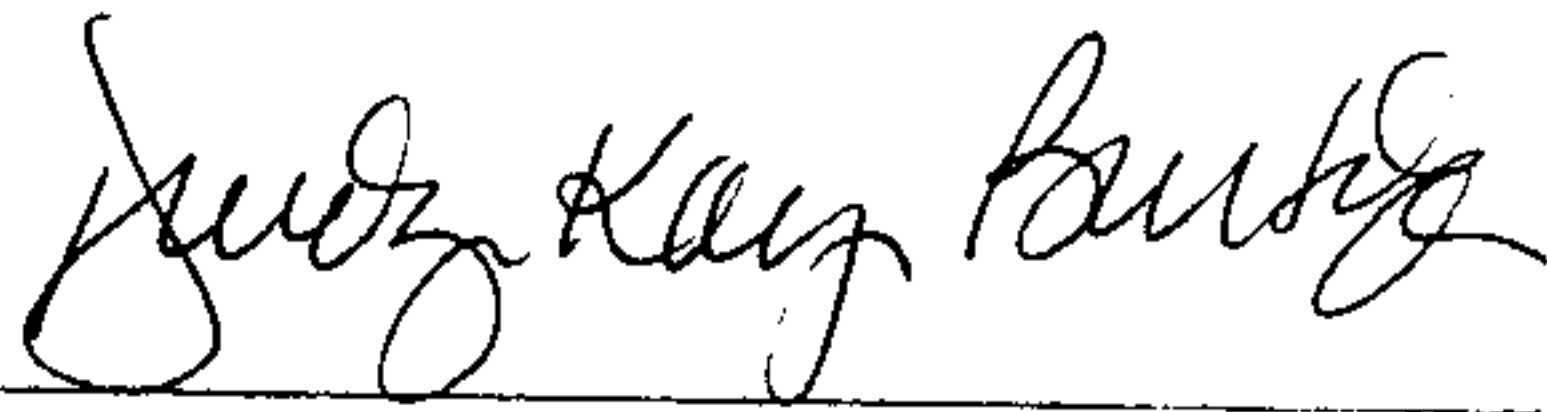
[illegible]

The foregoing instrument was acknowledged before me by _____, affirming proper authority as the _____ of the _____, this ____ day of _____, 2005.

(Seal) Witness my hand and official seal.

Notary Public

My commission expires:



TRUDY KAY BURTOFT

STATE OF WASHINGTON)
) §
 COUNTY OF KING)

The foregoing instrument was acknowledged before me by _____, affirming proper authority as the _____ of the _____, this ____ day of _____, 2005.

(Seal)

Witness my hand and official seal.

 Notary Public

My commission expires:

State of: WashingtonCounty of: King


On this 11th day of October, 2005, before me a notary public in and for said County and State, personally appeared Trudy Kay Burtoft,

personally known

☒ 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 of his/her/their free and voluntary act and deed.

Witness my hand and official seal:



Notary Signature K. Cory Soliday
 Residing in Redmond, WA

Expires: 2/26/08

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California}

SS

County of Fresno}

On October 5, 2005, before me, Lori Archuleta, *Notary Public*, personally appeared Lee Anne Briscoe 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.

WITNESS my hand and official seal.



Lori Archuleta

MEMBER
PARCEL IDENTIFICATION
WORK ORDER
SEC. 29, T 38, R 113

315500

RECORDED	7 Nov 29	2005 3:30 P. M
IN BOOK	131 0+6	PAGE 309
FEES \$	14.00	COUNTY CLERK
SUBLETTE COUNTY MINEDALE, WYOMING		

GAS TRANSMISSION EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That the undersigned, **NORMAN GILLESPIE ET AL**, 1525 9th Street, Rock Springs, WY 82901, ("Grantors") for a good and valuable consideration the receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto Lower Valley Energy, Inc. a Wyoming Cooperative Utility Corporation, of Afton and Jackson, Wyoming and to its successors and assigns, ("Grantees"), a perpetual easement and right of way in, over, under, across, and through that property described on the Legal Description, Exhibit A, and shown on the Easement Sketch, Exhibit B, attached hereto and by this reference made a part hereof for the purpose, from time to time and at anytime in Grantee's reasonable discretion, to lay, locate, construct and maintain, inspect, repair, upgrade, alter or replace the gas transmission pipelines, regulator stations, related facilities and equipment of the Grantee to be constructed and maintained under, upon, through or across the land of Grantor or in which Grantor has an interest, in Section 29, Township 38 North, Range 113 West of the 6th Principal Meridian, Sublette County, State of Wyoming being more particularly described in the deed of record in the Office of the Sublette County Clerk in Book 17, Page 220.

RIGHT-OF-WAY shall be as described on Exhibit A and as shown on Exhibit B, together with all necessary and reasonable rights of access, for ingress and egress, and to excavate and refill ditches and trenches for the gas utility pipeline, facilities and related equipment, for location, installation or maintenance, repair, upgrade, alteration and replacement of gas transmission pipeline, related facilities and equipment, or to cut, trim, spray herbicides, or remove trees, shrubbery, undergrowth or other obstructions that may interfere with the repair and maintenance of the pipeline, related equipment or facilities. In addition, Grantor grants to Grantee an additional temporary construction easement as described in Exhibit A and shown on Exhibit B. After construction and related clean up, the easement and right of way shall be limited to the permanent easement as described on Exhibit A. After construction of the gas transmission facilities Lower Valley Energy will conduct a legal survey of the facilities and prepare a new legal description that will be made a part hereof and incorporated herein by this reference.

Grantor reserves the right to improve, occupy and use this easement for all purposes not inconsistent with the easement grant. Grantor agrees that any gas utility pipes or valves, related equipment or facilities, installed on or under the described easement, shall remain the property of the Grantee removable in the sole discretion of the Grantee at the Grantee's expense.

The rights, conditions and provisions of this easement are assignable by Grantee and shall inure to the benefit of and be binding upon all parties, their heirs, executors, administrators, successors and assigns. Grantor shall compensate Grantee for any damages to Grantee's facilities caused by Grantor, including payment of Grantee's reasonable attorney fees, if action is undertaken by Grantee to enforce the commitments described in this easement. Each party shall have the remedy of specific performance regarding this easement.

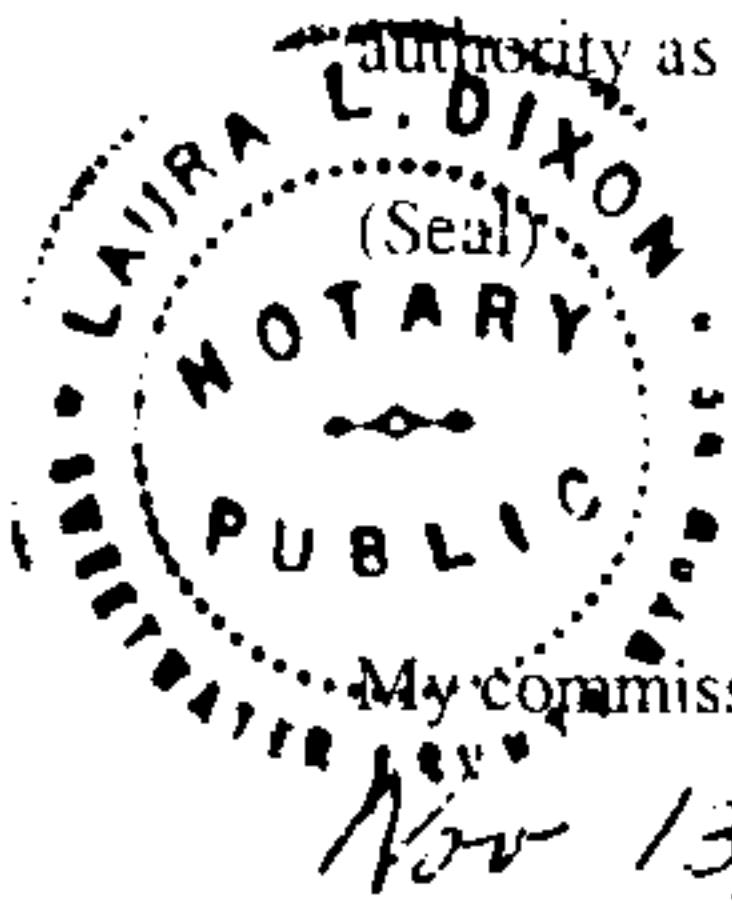
The rights and obligations described in this easement shall be construed as a covenant running with the land. This is the entire agreement of the parties regarding this easement, except as may be set forth in writing after the date of this easement and signed by the parties. Grantor hereby releases and waives all rights by virtue of the Homestead Exemption Laws of Wyoming (applies for married individuals).

WITNESS the Hand of the Grantor, this 1st day of Aug, 2005.

NORMAN GILLESPIE ET AL
Signature line: Norman Gillespie
By: Norman Gillespie
Signature line: _____
By: _____

STATE OF } WYOMING
COUNTY OF } SWEETWATER

The foregoing instrument was acknowledged before me by Norman Gillespie affirming proper authority as the _____ of the _____, this 1st day of Aug, 2005.



Witness my hand and official seal.
Laura L. Dixon
Notary Public

EXHIBIT A

ROW Description
Parcel S-330
Norman Gillespie Et Al
38-13-29-20-0-04-500
Sublette County, Wyoming

A 20-foot gas transmission easement located in the NW1/4 of Section 29, Township 38 North, Range 113 West of the 6th Principal Meridian, Sublette County, Wyoming and being a portion of that parcel of land described in Book 17, Page 220, records of Sublette County and more particularly described as follows:

That 20-foot wide strip of land lying southwesterly of and adjacent to the southwesterly right-of-way line of U.S. Highway 189. The sidelines of said 20-foot gas transmission easement to begin on the south line of said parcel of land belonging to Norman Gillespie Et Al and to terminate on the north line of said parcel of land belonging to Norman Gillespie Et Al.

This description of said 20-foot gas transmission easement contains 740 ft² more or less.

Together with a temporary 30-foot construction easement, the northeasterly line of which is the southwesterly line of said 20-foot gas transmission easement. The sidelines of said 30-foot temporary construction easement to begin on the south line of said parcel of land belonging to Norman Gillespie Et Al and to terminate on the north line of said parcel of land belonging to Norman Gillespie Et Al.

This description was written without benefit of a survey from records in the Office of the Sublette County Clerk. The described lands are depicted on the attached sketch labeled as "EXHIBIT B", and attached to this agreement.

"EXHIBIT B"

29

ADJACENT
WAYSO. TEMP. R.O.W.
SO. PROPERTY OF
PERM. R.O.W.

HIGHWAY 191/189

LEGEND

PERM. R.O.W. -----
 TEMP. R.O.W. - - - - -
 PROPERTY LINE - - - - -
 SECTION LINE _____
 HIGHWAY R.O.W.

100 FEET

LOWER VALLEY
ENERGY

EASEMENT SKETCH
 SUBLETTE CO., WY

ISSUED:
 02/01/05

PIDN 38132920004500
 PERM. ACREAGE TEMP. ACREAGE
 TOTAL = 0.01 TOTAL = 0.01
 TOTAL LENGTH = 38.6 ft

S-330
 NORMAN GILLESPIE ET AL
 PIDN 38132920004500

MEMBER
PARCEL IDENTIFICATION
WORK ORDER
SEC. 29, T 38, R 113

315506

RECORDED	<u>Nov. 29</u>	<u>2005 3:30 P.M.</u>
IN BOOK	<u>131 0+6</u>	PAGE <u>312</u>
FEES \$	<u>14.00</u>	COUNTY CLERK
SUBLETTE COUNTY, WYOMING <i>by Cynthia J. Haniel</i>		

GAS TRANSMISSION EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That the undersigned, **NORMAN E. AND IRMA GILLESPIE**, 1525 9th Street, Rock Springs, WY 82901, ("Grantors") for a good and valuable consideration the receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto Lower Valley Energy, Inc. a Wyoming Cooperative Utility Corporation, of Afton and Jackson, Wyoming and to its successors and assigns, ("Grantees"), a perpetual easement and right of way in, over, under, across, and through that property described on the Legal Description, Exhibit A, and shown on the Easement Sketch, Exhibit B, attached hereto and by this reference made a part hereof for the purpose, from time to time and at anytime in Grantee's reasonable discretion, to lay, locate, construct and maintain, inspect, repair, upgrade, alter or replace the gas transmission pipelines, regulator stations, related facilities and equipment of the Grantee to be constructed and maintained under, upon, through or across the land of Grantor or in which Grantor has an interest, in Section 29, Township 38 North, Range 113 West of the 6th Principal Meridian, Sublette County, State of Wyoming being more particularly described in the deed of record in the Office of the Sublette County Clerk in Book 7 of Quit Claim Deeds, Page 140.

RIGHT-OF-WAY shall be as described on Exhibit A and as shown on Exhibit B, together with all necessary and reasonable rights of access, for ingress and egress, and to excavate and refill ditches and trenches for the gas utility pipeline, facilities and related equipment, for location, installation or maintenance, repair, upgrade, alteration and replacement of gas transmission pipeline, related facilities and equipment, or to cut, trim, spray herbicides, or remove trees, shrubbery, undergrowth or other obstructions that may interfere with the repair and maintenance of the pipeline, related equipment or facilities. In addition, Grantor grants to Grantee an additional temporary construction easement as described in Exhibit A and shown on Exhibit B. After construction and related clean up, the easement and right of way shall be limited to the permanent easement as described on Exhibit A. After construction of the gas transmission facilities Lower Valley Energy will conduct a legal survey of the facilities and prepare a new legal description that will be made a part hereof and incorporated herein by this reference.

Grantor reserves the right to improve, occupy and use this easement for all purposes not inconsistent with the easement grant. Grantor agrees that any gas utility pipes or valves, related equipment or facilities, installed on or under the described easement, shall remain the property of the Grantee removable in the sole discretion of the Grantee at the Grantee's expense.

The rights, conditions and provisions of this easement are assignable by Grantee and shall inure to the benefit of and be binding upon all parties, their heirs, executors, administrators, successors and assigns. Grantor shall compensate Grantee for any damages to Grantee's facilities caused by Grantor, including payment of Grantee's reasonable attorney fees, if action is undertaken by Grantee to enforce the commitments described in this easement. Each party shall have the remedy of specific performance regarding this easement.

The rights and obligations described in this easement shall be construed as a covenant running with the land. This is the entire agreement of the parties regarding this easement, except as may be set forth in writing after the date of this easement and signed by the parties. Grantor hereby releases and waives all rights by virtue of the Homestead Exemption Laws of Wyoming (applies for married individuals).

WITNESS the Hand of the Grantor, this 1st day of Aug, 2005.

Signature line: Norman E. Gillespie
By: NORMAN E. GILLESPIE

Signature line: Irma Gillespie
By: IRMA GILLESPIE

STATE OF WYOMING

COUNTY OF SWEETWATER

The foregoing instrument was acknowledged before me by Norman E. Gillespie affirming proper authority as the _____ of the _____, this 1st day of Aug, 2005.

Witness my hand and official seal.

Laura L. Wilson
Notary Public

My commission expires:

Nov. 13, 2006

EXHIBIT A

ROW Description
Parcel S-310
Norman E. and Irma Gillespie
38-13-29-20-0-02-500
Sublette County, Wyoming

A 20-foot gas transmission easement located in the SE1/4 NW1/4 and the SW1/4 NE1/4 of Section 29, Township 38 North, Range 113 West of the 6th Principal Meridian, Sublette County, Wyoming and being a portion of that parcel of land described in Book 7 of Quit Claim Deeds, Page 140, records of Sublette County and more particularly described as follows:

That 20-foot wide strip of land lying southwesterly of and adjacent to the southwesterly right-of-way line of U.S. Highway 189. The sidelines of said 20-foot gas transmission easement to begin on the south line of said parcel of land belonging to Norman E. and Irma Gillespie and to terminate on the north line of said parcel of land belonging to Norman E. and Irma Gillespie.

This description of said 20-foot gas transmission easement contains 0.1 acres more or less.

Together with a temporary 30-foot construction easement, the northeasterly line of which is the southwesterly line of said 20-foot gas transmission easement. The sidelines of said 30-foot temporary construction easement to begin on the south line of said parcel of land belonging to Norman E. and Irma Gillespie and to terminate on the north line of said parcel of land belonging to Norman E. and Irma Gillespie.

This description was written without benefit of a survey from records in the Office of the Sublette County Clerk. The described lands are depicted on the attached sketch labeled as "EXHIBIT B", and attached to this agreement.

"EXHIBIT B"



LEGEND

PERM. R.O.W.	-----
TEMP. R.O.W.	- - - - -
PROPERTY LINE	
SECTION LINE	_____
HIGHWAY R.O.W.

EASEMENT SKETCH
SUBLETTE CO., WY

ISSUED:
02/01/05

PIDN 38132920002500
PERM. ACREAGE TEMP. ACREAGE
TOTAL = 0.09 TOTAL = 0.13
TOTAL LENGTH = 186.2 ft

LOWER VALLEY
ENERGY

S-310
NORMAN & IRMA GILLESPIE
PIDN 38132920002500

315520

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

RECORDED	<u>Dec. 1</u>	20 <u>05</u>	<u>8:30AM</u>
IN BOOK	<u>131 O+G</u>	PAGE	<u>315</u>
FEES \$	<u>41.00</u>	COUNTY CLERK	
SUBLETTE COUNTY, WYOMING			

by Cynthia J. Friel

Bird Canyon Federal #30-15
Sublette County, Wyoming

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

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 **G & H RESOURCES LLC**, a Colorado limited liability company, having an address of P.O. Box 270231, Littleton, CO 80127 ("Assignee").

WHEREAS, by Assignment, Bill of Sale and Conveyance, executed by Assignors on August 8, 2005, but dated effective as of the Effective Date, Assignor intended to assign to Crown Oil & Gas Company, Inc. ("Crown"), without reservation, all of the Interests defined in therein and hereinafter. That Assignment, Bill of Sale and Conveyance (the "Crown Assignment") was recorded on August 25, 2005, in Book 130 O&G, at Page 547, as Reception No. 313416, of the Sublette County, Wyoming real property records.

WHEREAS, in Exhibit A to the Crown Assignment, Assignor inadvertently included language of reservation that limits and clouds Crown's title to the Interests.

WHEREAS, Assignee has succeeded to the Interests acquired by Crown in the Crown Assignment by an Assignment, Bill of Sale and Conveyance dated September 27, 2005, to be effective as of the Effective Date (recorded September 29, 2005, in Book 130 O&G, at Page 711, as Reception No. 314214 of the Sublette County, Wyoming real property records).

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Assignors, and to correct the error in the Crown Assignment, 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"), the lands covered thereby and the Well situated thereon, all as 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.

TO HAVE AND TO HOLD the Interests unto Assignee, its successors and assigns Forever, without warranty of title, express or implied, except as against persons or entities claiming by, through or under Assignor. 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 entitled 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.

By signing below, Clarence W. Neher and Billie L. Neher: (a) represent and warrant that they are the sole Trustees of The Neher Rev. Trust (Assignor), and are authorized to execute and deliver this Assignment on behalf of the The Neher Rev. Trust; and (b) join in this Assignment personally for the purpose of assigning to Assignee any right, title or interest they may hold in the Interests by virtue of the manner in which Assignor took title to the Interests or by virtue of the failure to evidence of record or otherwise register or evidence in compliance with applicable Wyoming law the existence of The Neher Rev. Trust.

This Assignment may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.

Remainder of page intentionally left blank.

Executed on the dates set forth below to be effective as of the Effective Date.

ASSIGNOR:

THE NEHER REV. TRUST

By: Clarence W. Neher
Clarence W. Neher, as Trustee of THE
NEHER REV. TRUST and for himself
individually

By: Billie L. Neher
Billie L. Neher as Trustee of THE NEHER
REV. TRUST and for herself individually

ASSIGNEE:

G & RESOURCES LLC

By: _____
Ward Giltner, Manager

By: _____
Scott D. Hall, Manager

ACKNOWLEDGMENTS

STATE OF CALIFORNIA)
COUNTY OF San Diego) ss

Before me, the undersigned authority, on this 16th day of November, 2005, personally appeared CLARENCE W. NEHER, as Trustee of The Neher Rev Trust and in his individual capacity, 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 Trust and, insofar as he was acting in his individual capacity, as his own act and deed.

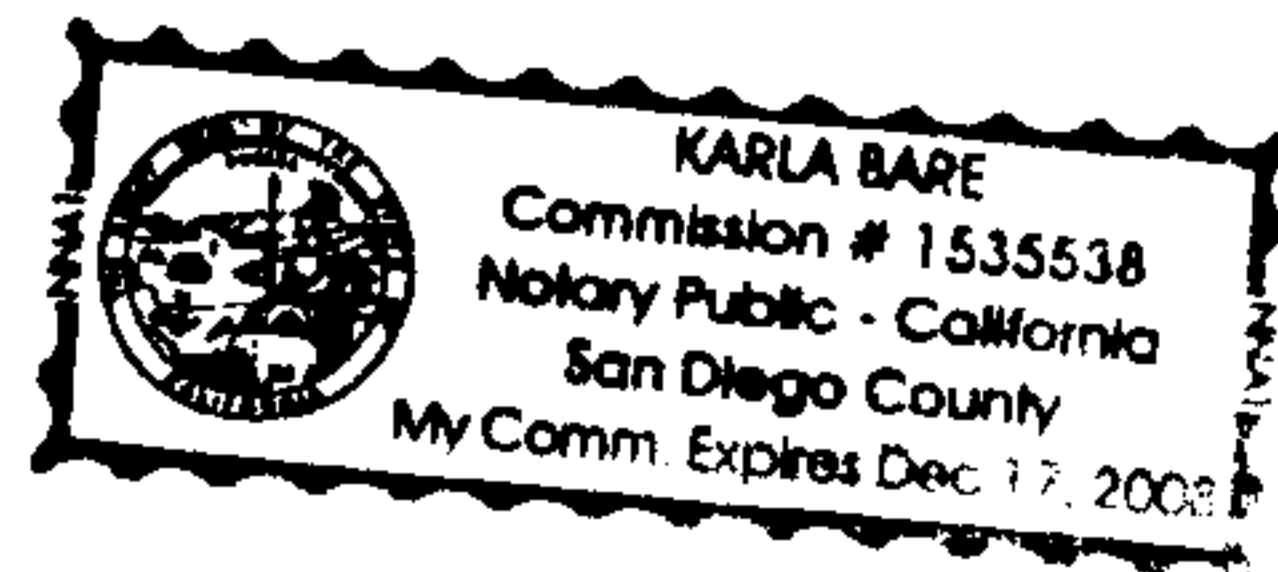
Give under my hand and seal of office as of the day and year above written.

My commission expires:

December 17, 2008

Karla Bare
Notary Public

STATE OF CALIFORNIA)
COUNTY OF San Diego) ss



Before me, the undersigned authority, on this 16th day of November, 2005, personally appeared BILLIE L. NEHER, as Trustee of The Neher Rev Trust, and in her individual capacity, 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 capacities therein stated, and as the act and deed of such Trust and, insofar as he was acting in his individual capacity, as his own act and deed.

Give under my hand and seal of office as of the day and year above written.

My commission expires:

December 17, 2008

Karla Bare
Notary Public



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

Before me, the undersigned authority, on this ____ day of _____, 2005, personally appeared Ward Giltner, as Manager of G & H Resources LLC, 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:

Notary Public

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

Before me, the undersigned authority, on this ____ day of _____, 2005, personally appeared Scott D. Hall, as Manager of G & H Resources LLC, 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:

Notary Public

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, G & H Resources LLC, Assignee, Dated Effective August 1, 2005

WYW 544 East Bird Canyon

WELL

Well Name:	Bird Canyon Federal #30-15	270232
Located:	<u>Township 27 North, Range 111 West</u> Section 15: NE/4SW/4	
County, State	Sublette County, Wyoming	

ASSOCIATED LEASES

Lessor:	USA WYW-35399	801448
Lease Date:		
Description:	<u>Township 27 North, Range 111 West</u> Section 15: N/2 Sublette County, Wyoming	
Lessor:	USA WYW-54136	801448
Lease Date:		
Description:	<u>Township 27 North, Range 111 West</u> 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

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

Bird Canyon Federal #30-15
Sublette County, Wyoming

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

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 **G & H RESOURCES LLC**, a Colorado limited liability company, having an address of P.O. Box 270231, Littleton, CO 80127 ("Assignee").

WHEREAS, by Assignment, Bill of Sale and Conveyance, executed by Assignors on August 8, 2005, but dated effective as of the Effective Date, Assignor intended to assign to Crown Oil & Gas Company, Inc. ("Crown"), without reservation, all of the Interests defined in therein and hereinafter. That Assignment, Bill of Sale and Conveyance (the "Crown Assignment") was recorded on August 25, 2005, in Book 130 O&G, at Page 547, as Reception No. 313416, of the Sublette County, Wyoming real property records.

WHEREAS, in Exhibit A to the Crown Assignment, Assignor inadvertently included language of reservation that limits and clouds Crown's title to the Interests.

WHEREAS, Assignee has succeeded to the Interests acquired by Crown in the Crown Assignment by an Assignment, Bill of Sale and Conveyance dated September 27, 2005, to be effective as of the Effective Date (recorded September 29, 2005, in Book 130 O&G, at Page 711, as Reception No. 314214 of the Sublette County, Wyoming real property records).

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Assignors, and to correct the error in the Crown Assignment, 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"), the lands covered thereby and the Well situated thereon, all as 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.

TO HAVE AND TO HOLD the Interests unto Assignee, its successors and assigns forever, without warranty of title, express or implied, except as against persons or entities claiming by, through or under Assignor. 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 entitled 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.

By signing below, Clarence W. Neher and Billie L. Neher: (a) represent and warrant that they are the sole Trustees of The Neher Rev. Trust (Assignor), and are authorized to execute and deliver this Assignment on behalf of the The Neher Rev. Trust; and (b) join in this Assignment personally for the purpose of assigning to Assignee any right, title or interest they may hold in the Interests by virtue of the manner in which Assignor took title to the Interests or by virtue of the failure to evidence of record or otherwise register or evidence in compliance with applicable Wyoming law the existence of The Neher Rev. Trust.

This Assignment may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.

Remainder of page intentionally left blank.

Executed on the dates set forth below to be effective as of the Effective Date.

ASSIGNOR:

THE NEHER REV. TRUST

By: _____
Clarence W. Neher, as Trustee of THE
NEHER REV. TRUST and for himself
individually

By: _____
Billie L. Neher as Trustee of THE NEHER
REV. TRUST and for herself individually

ASSIGNEE:

G & RESOURCES LLC

By: Ward Giltner
Ward Giltner, Manager

By: Scott D. Hall
Scott D. Hall, Manager

ACKNOWLEDGMENTS

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

Before me, the undersigned authority, on this ____ day of _____, 20____, personally appeared CLARENCE W. NEHER, as Trustee of The Neher Rev. Trust and in his individual capacity, 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 Trust and, insofar as he was acting in his individual capacity, as his own act and deed.

Give under my hand and seal of office as of the day and year above written.

My commission expires:

Notary Public

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

Before me, the undersigned authority, on this _____ day of _____, 2005, personally appeared BILLIE L. NEHER, as Trustee of The Neher Rev Trust, and in her individual capacity, 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 capacities therein stated, and as the act and deed of such Trust and, insofar as he was acting in his individual capacity, as his own act and deed.

Give under my hand and seal of office as of the day and year above written.

My commission expires:

Notary Public

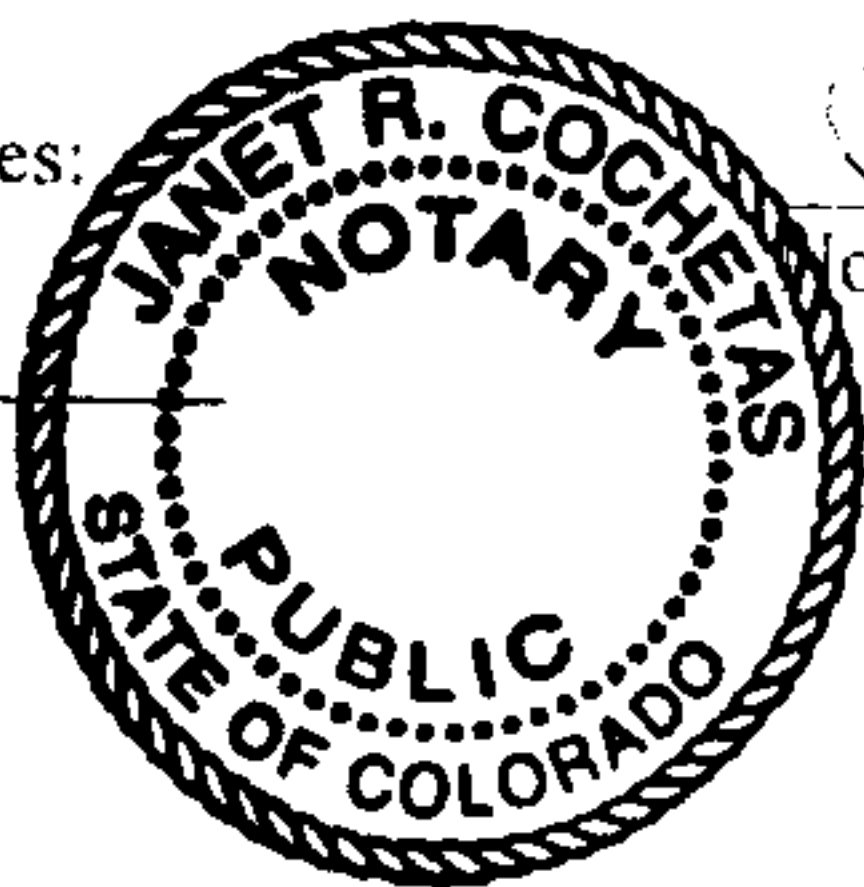
STATE OF COLORADO)
)
 CITY AND COUNTY OF DOUGLAS) ss
~~DENVER~~)

Before me, the undersigned authority, on this 17th day of November 2005, personally appeared Ward Giltner, as Manager of G & H Resources LLC, 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:

10-21-2009



Janet R. Cochetas
 Notary Public

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

Before me, the undersigned authority, on this 17th day of November 2005, personally appeared Scott D. Hall, as Manager of G & H Resources LLC, 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:

10-21-2009



Janet R. Cochetas
 Notary Public

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, G & H Resources LLC, Assignee, Dated Effective August 1, 2005.

WYW 544 East Bird Canyon

WELL

Well Name: Bird Canyon Federal #30-15 270232
Located: Township 27 North, Range 111 West
Section 15: NE/4SW/4
County, State Sublette County, Wyoming

ASSOCIATED LEASES

Lessor: USA WYW-35399 801448
Lease Date:
Description: Township 27 North, Range 111 West
Section 15: N/2
Sublette County, Wyoming

Lessor: USA WYW-54136 801448
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

315542

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

RECORDED	<u>Dec. 1</u>	20 <u>05</u>	<u>2:45 PM</u>
IN BOOK	<u>131046</u>	PAGE	<u>327</u>
FEES \$	<u>82.00</u>	COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING			

by *Cynthia J. Friel*

STIPULATION REGARDING RESERVED OVERRIDE

This Stipulation Regarding Reserved Override ("Stipulation") is made effective as of August 1, 2005, at 7:00 A.M. Pacific Time (the "Effective Time"), by and between CROWN OIL & GAS COMPANY, INC., a Wyoming corporation ("Crown"), whose address is P.O. Box 368, LaBarge, Wyoming 83123-0368, and G & H Resources, LLC, a Colorado limited liability company ("G&H"), whose address is 11063 West Rowland Drive, Littleton, Colorado 80127. Crown and G&H may be referenced in this Stipulation jointly as the "Parties" or singly as a "Party."

Recitals

A. Pursuant to that certain Assignment, Bill of Sale and Conveyance dated September 27, 2005, to be effective as of the Effective Time (the "Master Assignment"), Crown, as assignor, assigned to G&H, as assignee, all of Crown's interests in the wells, leases and related interests described in the attached Exhibit B. The Assignment was recorded in Lincoln, Sweetwater, Sublette and Uinta Counties, Wyoming, as described in the attached Exhibit A.

B. In furtherance of the Master Assignment, Crown, as assignor, and G&H, as assignee, executed the following instruments: (1) Transfers of Operating Rights or Assignments of Record Title (as appropriate), dated September 27, 2005, to be effective as of the Effective Time, with respect to federal leases covered by the Master Assignment on the appropriate Federal forms, which Transfers of Operating Rights and Assignments of Record Title were filed with the Wyoming State Office of the Bureau of Land Management on October 4, 2005 (the "Related Federal Transfers"); and (2) Oil and Gas Lease Interest Assignments, dated effective as of the Effective Time, with respect to state leases covered by the Master Assignment on the appropriate State of Wyoming forms, which Oil and Gas Lease Interest Assignments have been filed with the Wyoming State Lands and Investments (the "Related State Transfers"). The Related Federal Transfers and the Related State Transfers may be referenced jointly in this Stipulation as the "Related Transfers."

C. In the Master Assignment, Crown reserved an overriding royalty interest, which overriding royalty interest (the "Reserved Override") also was described in Riders to each of the Related Transfers. The Reserved Override was intended to be equal to the difference between the net revenue interest actually owned by Crown in each Well and Lease as of the Effective Time and delivered to G&H on September 27, 2005, and the net revenue interest that Crown represented in Exhibit A-2 to the Master Assignment and was shown or referenced in the first sentence of each of the Riders to the Related Federal Transfers as a percentage of 8.8ths.

D. It has come to the Parties attention that the language employed in the Master Assignment and in the Riders to the Related Transfers may be ambiguous as to the Parties'

intention with respect to the Reserved Override and that the Riders to certain of the Related Federal Transfers incorrectly reference the federal lease.

E. The Parties desire to eliminate any ambiguity or uncertainty with respect to the Reserved Override and to correct related errors in the Related Federal Transfers.

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Definitions. All capitalized terms used herein shall have the meaning assigned to them in the Master Assignment, unless otherwise defined or noted in this Stipulation.

2. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Stipulation by this reference.

3. Stipulation and Cross-Conveyance. The Parties stipulate and agree that the intention of the Parties in the Master Assignment and in the Riders to the Related Transfers was that Crown would reserve, and the Parties agree that, notwithstanding anything to the contrary expressed or implied in the Master Assignment or in the Riders to the Related Transfers, Crown did reserve an overriding royalty interest in each of the Wells equal to the difference between the net revenue interest actually owned by Crown as of the Effective Time and delivered to G&H on September 27, 2005 and the net revenue interest that Crown represented in Exhibit A-2 to the Master Assignment (as amended in Section 6 below) and was shown or referenced in the first sentence of each of the Riders to the Related Transfers. Copies of the Exhibit A-2 to each Master Assignment as recorded in the County records are attached to and incorporated into this Stipulation as Exhibit C. The Parties hereby cross-convey to each other such interests as will give effect to the foregoing.

4. Amendment of Master Assignment. In furtherance of the foregoing Stipulation, the Parties agree that Section 1.5 of the Assignment is hereby amended by changing the first sentence thereof in its entirety to read as follows:

In the event that the net revenue interest of Assignor 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) in which Assignor has 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 herein delivered to Assignee 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).

5. Amendment of Master Assignment. In furtherance of the foregoing Stipulation, the Parties agree that Section 1.5 of the Assignment is hereby further amended by changing the last sentence thereof in its entirety to read as follows:

The Reserved Override shall be proportionately adjusted on a lease by lease basis to the extent that Assignor's working interest in the undivided oil and gas mineral fee estate in and under the Land covered by such Lease varies from the working interest set forth on Exhibit A-2.

For example, if Crown represented in Exhibit A-2 that it owned a 45% working interest and the Exhibit A-2 target net revenue interest in the well was 36.25%, but the working interest actually owned by Crown was 30%, and the net revenue interest actually owned by Crown was 25%, then Crown's overriding royalty interest would be 0.833333% (i.e., $25\% - [36.25 \times .30]/45\%$).

6. Amendment to Exhibit A-2 (Sweetwater County). Exhibit A-2 to the Master Assignment as recorded in Sweetwater County did not specify a net revenue interest in the Lincoln Road 42-6 well, situated in the SE/4NW/4, Section 6, Township 24 North, Range 111 West, 6th P.M., and related lease, Federal Lease Serial no. WYW47397. For the purposes of determining Crown's overriding royalty interest in the Lincoln Road 42-6 well only, Crown shall be deemed to have represented owning a net revenue interest of 57.755%, as shown on Exhibit A-2 attached as part of Exhibit C to this Stipulation as recorded in Sweetwater County, Wyoming.

7. Amendment of Riders. In furtherance of the foregoing Stipulation, the Parties agree that, notwithstanding anything to the contrary expressed or implied in the Riders to the Related Transfers, Crown's Reserved Override shall be calculated and determined as provided in this Stipulation.

8. Correction of Certain Riders. (a) The Rider to the Transfer of Operating Rights related to Federal Lease WYW 0320802 incorrectly referenced Federal Lease WYW 0309532A. That Rider is hereby amended to refer to Federal Lease WYW 0320802. (b) The Rider to the Transfer of Operating Rights related to Federal Lease WYW 65344 incorrectly referenced Federal Lease WYW 65334. That Rider is hereby amended to refer to Federal Lease WYW 65344.

9. Conflicts and Non-Amended Provisions. In the event of any express conflict or inconsistency between the terms of the Assignment or of the Riders to the Related Transfers and the terms of this Stipulation, the terms of this Stipulation shall control and govern.

10. 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. Exhibits A and C to this Stipulation as recorded in the appropriate County records may include only those Wells and Leases located in such County.

11. Successors and Assigns. This Stipulation shall bind and inure to the benefit of Crown and G&H and their respective successors and assigns.

12. Counterparts. This Stipulation may be executed by the Parties in any number of counterparts, each of which shall be deemed an original instrument for all purposes and all of which together shall constitute one document.

EXECUTED on the dates first set forth below to be effective as of the Effective Time.

CROWN OIL & GAS COMPANY, INC.
a Wyoming Corporation

By: [Signature]
David Neher, President

Date: 11-16-05

G & H RESOURCES LLC,
a Colorado limited liability company

By: _____
Ward Giltner, Manager

Date: _____

By: _____
Scott D. Hall, Manager

Date: _____

Acknowledgments

STATE OF WYOMING)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 16th day of November, 2005, by David Neher, as President of Crown Oil & Gas Company, Inc., a Wyoming corporation, on behalf of the corporation.

WITNESS my hand and official seal.

[Signature]
Notary Public
My Commission Expires: May 29, 2006

S

STATE OF COLORADO)
) ss.
 COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this _____ day of November, 2005, by Ward Giltner and Scott Hall, as Managers of G & H Resources LLC, a Colorado limited liability company, on behalf of said entity.

WITNESS my hand and official seal.

 Notary Public
 My Commission Expires:

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

STIPULATION REGARDING RESERVED OVERRIDE

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Recitals

A. Pursuant to that certain Assignment, Bill of Sale and Conveyance dated September 27, 2005, to be effective as of the Effective Time (the "Master Assignment"), Crown, as assignor, assigned to G&H, as assignee, all of Crown's interests in the wells, leases and related interests described in the attached Exhibit B. The Assignment was recorded in Lincoln, Sweetwater, Sublette and Uinta Counties, Wyoming, as described in the attached Exhibit A.

B. In furtherance of the Master Assignment, Crown, as assignor, and G&H, as assignee, executed the following instruments: (1) Transfers of Operating Rights or Assignments of Record Title (as appropriate), dated September 27, 2005, to be effective as of the Effective Time, with respect to federal leases covered by the Master Assignment on the appropriate Federal forms, which Transfers of Operating Rights and Assignments of Record Title were filed with the Wyoming State Office of the Bureau of Land Management on October 4, 2005 (the "Related Federal Transfers"); and (2) Oil and Gas Lease Interest Assignments, dated effective as of the Effective Time, with respect to state leases covered by the Master Assignment on the appropriate State of Wyoming forms, which Oil and Gas Lease Interest Assignments have been filed with the Wyoming State Lands and Investments (the "Related State Transfers"). The Related Federal Transfers and the Related State Transfers may be referenced jointly in this Stipulation as the "Related Transfers."

C. In the Master Assignment, Crown reserved an overriding royalty interest, which overriding royalty interest (the "Reserved Override") also was described in Riders to each of the Related Transfers. The Reserved Override was intended to be equal to the difference between the net revenue interest actually owned by Crown in each Well and Lease as of the Effective Time and delivered to G&H on September 27, 2005, and the net revenue interest that Crown represented in Exhibit A-2 to the Master Assignment and was shown or referenced in the first sentence of each of the Riders to the Related Federal Transfers as a percentage of 8/8ths.

D. It has come to the Parties attention that the language employed in the Master Assignment and in the Riders to the Related Transfers may be ambiguous as to the Parties'

intention with respect to the Reserved Override and that the Riders to certain of the Related Federal Transfers incorrectly reference the federal lease.

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3. Stipulation and Cross-Conveyance. The Parties stipulate and agree that the intention of the Parties in the Master Assignment and in the Riders to the Related Transfers was that Crown would reserve, and the Parties agree that, notwithstanding anything to the contrary expressed or implied in the Master Assignment or in the Riders to the Related Transfers, Crown did reserve an overriding royalty interest in each of the Wells equal to the difference between the net revenue interest actually owned by Crown as of the Effective Time and delivered to G&H on September 27, 2005 and the net revenue interest that Crown represented in Exhibit A-2 to the Master Assignment (as amended in Section 6 below) and was shown or referenced in the first sentence of each of the Riders to the Related Transfers. Copies of the Exhibit A-2 to each Master Assignment as recorded in the County records are attached to and incorporated into this Stipulation as Exhibit C. The Parties hereby cross-convey to each other such interests as will give effect to the foregoing.

4. Amendment of Master Assignment. In furtherance of the foregoing Stipulation, the Parties agree that Section 1.5 of the Assignment is hereby amended by changing the first sentence thereof in its entirety to read as follows:

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For example, if Crown represented in Exhibit A-2 that it owned a 45% working interest and the Exhibit A-2 target net revenue interest in the well was 36.25%, but the working interest actually owned by Crown was 30%, and the net revenue interest actually owned by Crown was 25%, then Crown's overriding royalty interest would be 0.833333% (i.e., $25\% - [36.25 \times .30]/45\%$).

6. Amendment to Exhibit A-2 (Sweetwater County). Exhibit A-2 to the Master Assignment as recorded in Sweetwater County did not specify a net revenue interest in the Lincoln Road 42-6 well, situated in the SE/4NW/4, Section 6, Township 24 North, Range 111 West, 6th P.M., and related lease, Federal Lease Serial no. WYW47397. For the purposes of determining Crown's overriding royalty interest in the Lincoln Road 42-6 well only, Crown shall be deemed to have represented owning a net revenue interest of 57.755%, as shown on Exhibit A-2 attached as part of Exhibit C to this Stipulation as recorded in Sweetwater County, Wyoming.

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10. 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. Exhibits A and C to this Stipulation as recorded in the appropriate County records may include only those Wells and Leases located in such County.

11. Successors and Assigns. This Stipulation shall bind and inure to the benefit of Crown and G&H and their respective successors and assigns.

12. Counterparts. This Stipulation may be executed by the Parties in any number of counterparts, each of which shall be deemed an original instrument for all purposes and all of which together shall constitute one document.

EXECUTED on the dates first set forth below to be effective as of the Effective Time.

CROWN OIL & GAS COMPANY, INC.
a Wyoming Corporation

By: _____
David Neher, President
Date: _____

G & H RESOURCES LLC,
a Colorado limited liability company

By: Ward Giltner
Ward Giltner, Manager
Date: 11/17/05

By: Scott D. Hall
Scott D. Hall, Manager
Date: 11/17/05

Acknowledgments

STATE OF WYOMING)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of November, 2005, by David Neher, as President of Crown Oil & Gas Company, Inc., a Wyoming corporation, on behalf of the corporation.

WITNESS my hand and official seal.

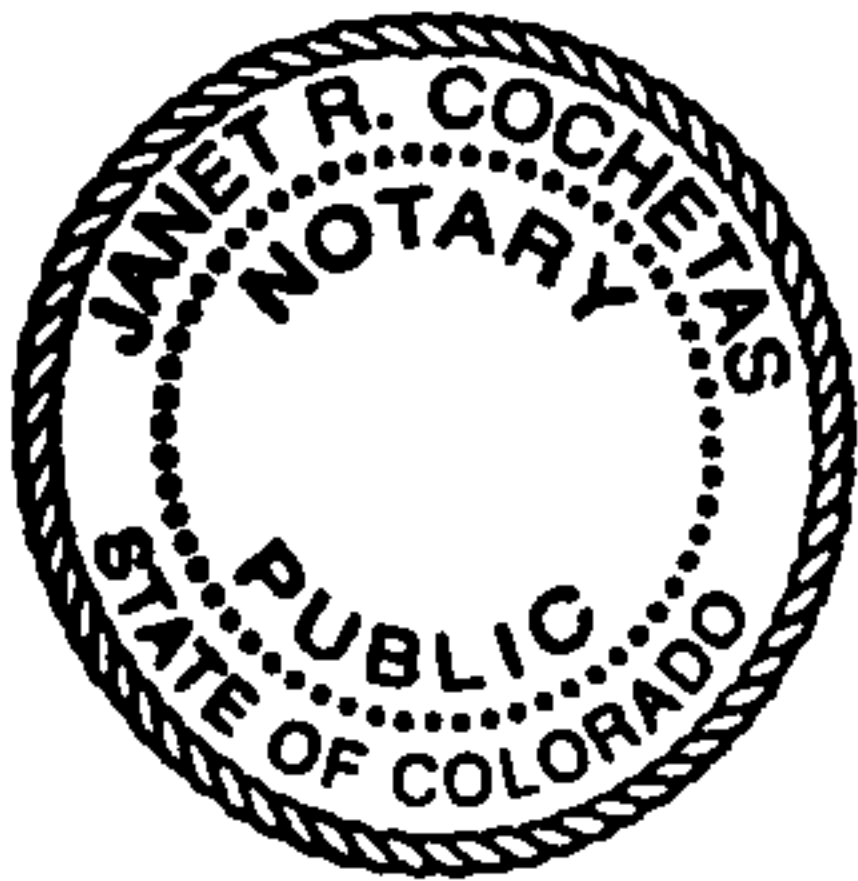
Notary Public
My Commission Expires: _____


S

STATE OF COLORADO)
 DOUGLAS ss.
COUNTY OF ~~DENVER~~)

The foregoing instrument was acknowledged before me this 17th day of November, 2005, by Ward Giltner and Scott Hall, as Managers of G & H Resources LLC, a Colorado limited liability company, on behalf of said entity.

WITNESS my hand and official seal.





Notary Public
My Commission Expires: 10-21-2009

EXHIBIT A
To Stipulation Regarding Reserved Override

County Recording Information

The Master Assignment described in the Stipulation to which this Exhibit B is attached was recorded as follows:

1. Recorded in Sweetwater County, Wyoming, on September 28, 2005, as Reception no. 1453734, in Book 1039, at Page 948;
2. Recorded in Sublette County, Wyoming, on September 29, 2005, as Reception no. 314214, in Book 130 O&G, at Page 711;
3. Recorded in Lincoln County, Wyoming, on September 29, 2005, as Reception no. 912306, in Book 599, at Page 448;
4. Recorded in Uinta County, Wyoming, on September 28, 2005, as Reception no. 127346, in Book 850, at Page 610;

EXHIBIT B
To Stipulation Regarding Reserved Override

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

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, 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.

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/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
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

**VII.
Split River #24-35**

WELL NAME AND LOCATION:

Split River #24-35

Township 28 North, Range 112 West, 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 C
To Stipulation Regarding Reserved Override

Exhibits A-2 to Master Assignment

This Exhibit C consists of the following:

1. 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** (Lincoln County, Wyoming), consisting of one page;
2. 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** (Sweetwater County, Wyoming), consisting of two pages;
3. 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), consisting of one page; and
4. 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** (Uinta County, Wyoming), consisting of one page.

When the Stipulation (to which this Exhibit C is attached) is recorded in each of Lincoln, Sweetwater, Sublette and Uinta Counties, Wyoming, this Exhibit C may contain only the Exhibit A-2 for the county in which the Stipulation is being recorded.

EXHIBIT C – Sublette County Exhibit A-2

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%

315543

RECORDED	8-1-2005 2:04 PM
IN BOOK	131646 PAGE 247
FEE \$	35.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING	

by Cynthia J. Friel

Bird Canyon Federal #30-15
Sublette County, Wyoming

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

(WELLBORE ONLY)

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment") is from **ENCANA OIL & GAS (USA) INC.**, a Delaware corporation, as the successor to Tom Brown, Inc., a Delaware corporation having an address of 555 17th Street, Suite 1850, Denver, Colorado 80202-3918 ("Assignor") to **G & H Resources LLC**, a Colorado limited liability corporation having an address of Post Office Box 270231, Littleton, Colorado 80231 ("Assignee").

RECITALS

A. By Assignment, Bill of Sale and Conveyance dated effective as of November 1, 1999, at 7:00 a.m. local time ("Effective Date"), Tom Brown, Inc. conveyed to Crown Oil & Gas Company, Inc. ("Crown") the following (collectively, the "Interests"):

A. All of Tom Brown, Inc.'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 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, rights-of-way, easements, licenses, options, orders, contracts and instruments relating to the Well.

B. All of Assignor's right, title and interest in and to all of the 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.

A true and correct copy of that Assignment (the "Original Assignment") is attached to this Assignment as Exhibit "B."

B. The Original Assignment was filed with the Wyoming State Office of the Bureau of Land Management but was not recorded in the real property records of Sublette County, Wyoming.

C. By Assignment, Bill of Sale and Conveyance dated September 27, 2005, to be effective August 1, 2005, (recorded in the Sublette County, Wyoming, on September 29, 2005, in

Book 130 O&G, at Page 707, as Reception No. 314214), Crown assigned to Assignee all of its rights, titles and interest in the Interests, including (but not limited to) after acquired titles.

C. Assignee desires to have title to the Interests conveyed to Crown in the Original Assignment confirmed in itself, as Crown's assignee, and established of record.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor hereby confirms the Original Assignment as being in full force and effect and unrevoked and, in furtherance thereof, quitclaims and assigns to Assignee, as the assignee of Crown, all of Assignor's rights, titles and interests in and to the Interests.

TO HAVE AND TO HOLD the Interests unto Assignee, its successors and assigns forever, without warranty of title, express or implied, and subject to the terms and conditions of the Original Assignment, which are incorporated herein by this reference.

This Assignment is binding on and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

ASSIGNOR:

ENCANA OIL & GAS (USA) INC.

By: [Signature]
Name: James P. Walcott
Title: Attorney-in-Fact

ASSIGNEE:

G & H RESOURCES LLC

By: [Signature]
Ward Giltner, Manager

ACKNOWLEDGMENTS

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

The foregoing instrument was acknowledged before me this 18 day of November, 2005, by James P. Walcott as Attorney-in-fact of EnCana Oil & Gas (USA) Inc., a Delaware corporation, on behalf of the corporation.

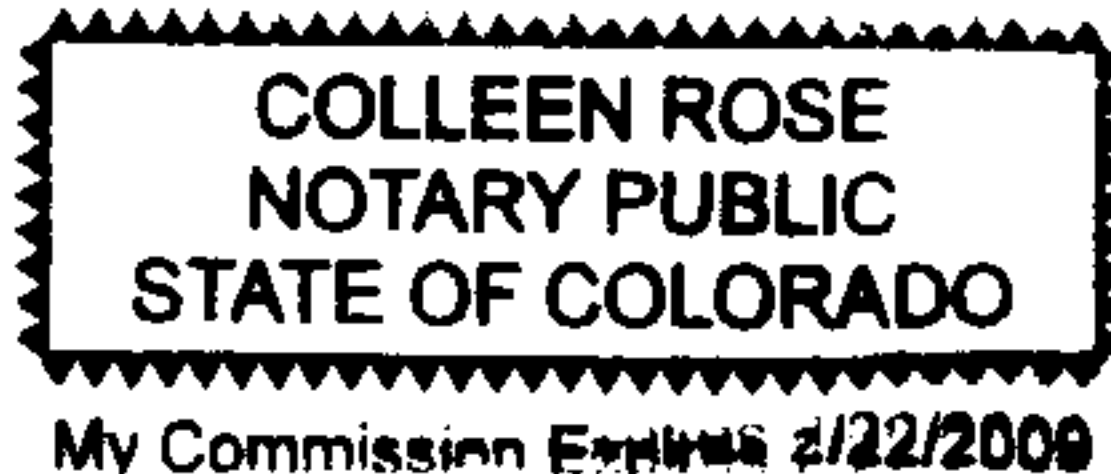
Witness my hand and official seal.

My commission expires:

2/22/2009

Colleen Rose
 Notary Public

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



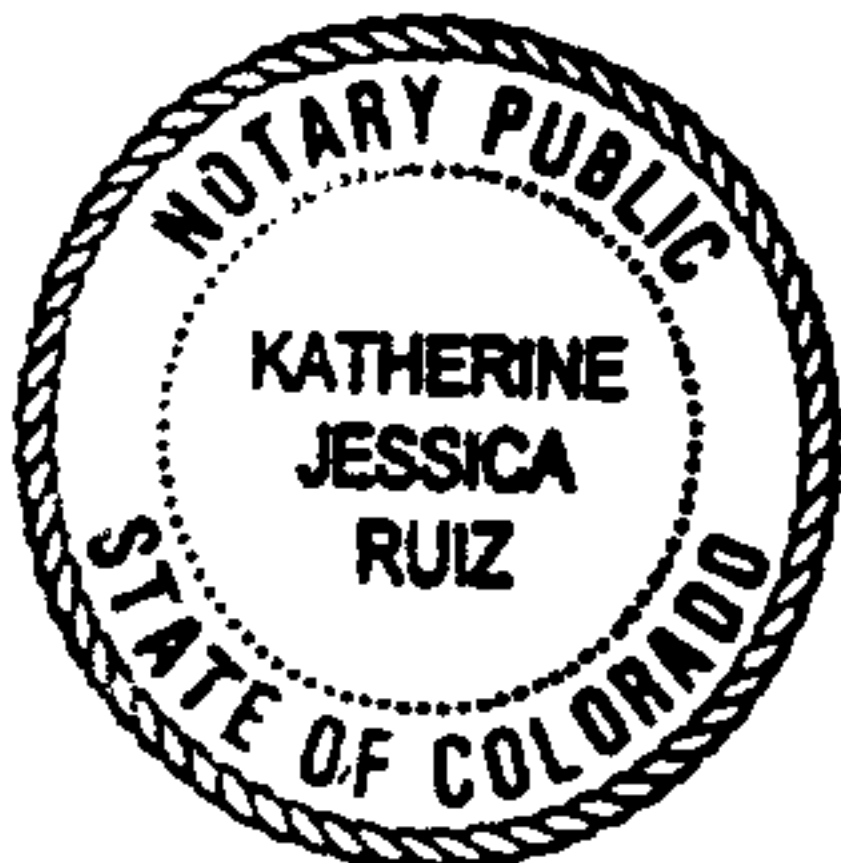
The foregoing instrument was acknowledged before me this 18 day of November, 2005, by Ward Giltner, as Manager of G & H Resources LLC, a Colorado limited liability company, on behalf of the company.

Witness my hand and official seal.

My commission expires:

12/18/06

Katherine Jessica Ruiz
 Notary Public



My Commission Expires 12-18-2006

EXHIBIT "A"

*Attached To And Made A Part Of That Certain Assignment Bill Of Sale And Conveyance By And Between
EnCana Oil & Gas (USA) Inc., Assignor, and G & H Resources LLC., Assignee*

WY544 East Bird Canyon

WELL

Well Name: Bird Canyon Federal #30-15 270232
Located: Township 27 North, Range 111 West
Section 15: NE/4SW/4

County, State Sublette County, Wyoming

ASSOCIATED LEASES

Lessor: USA WYW-35399 801448
Lease Date:
Description: Township 27 North, Range 111 West
Section 15: N/2
Sublette County, Wyoming

Lessor: USA WYW-54136 801448
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 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.

EXHIBIT "B"

*Attached To And Made A Part Of That Certain Assignment Bill Of Sale And Conveyance By And Between
EnCana Oil & Gas (USA) Inc., Assignor, and G & H Resources LLC., Assignee*

Original Assignment

See attached.

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 November 1, 1999, at 7:00 a.m., local time ("Effective Date"), is from **TOM BROWN, INC.**, a Delaware corporation having an address of 555 17th Street, Suite 1850, Denver, Colorado 80202-3918 ("Assignor") to **CROWN OIL & GAS COMPANY, INC.**, a Wyoming corporation, having an address of 152 Calpet Road, P.O. Box 519, Big Piney, Wyoming 83113 ("Assignee").

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby transfer, grant, bargain, sell, convey and assign to 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 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, rights-of-way, easements, licenses, options, orders, contracts and instruments relating to the Well.

B. All of 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 so transferable or permitted by law, the benefit of and the right to enforce the representations, warranties and covenants, if any, which Assignor is entitled 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.

This Assignment is binding on and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

ASSIGNOR:

TOM BROWN, INC.

By: 

Bruce R. DeBoer
Vice President

ASSIGNEE:

CROWN OIL & GAS COMPANY, INC.

By: 

David W. Neher
President

ACKNOWLEDGMENTS

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

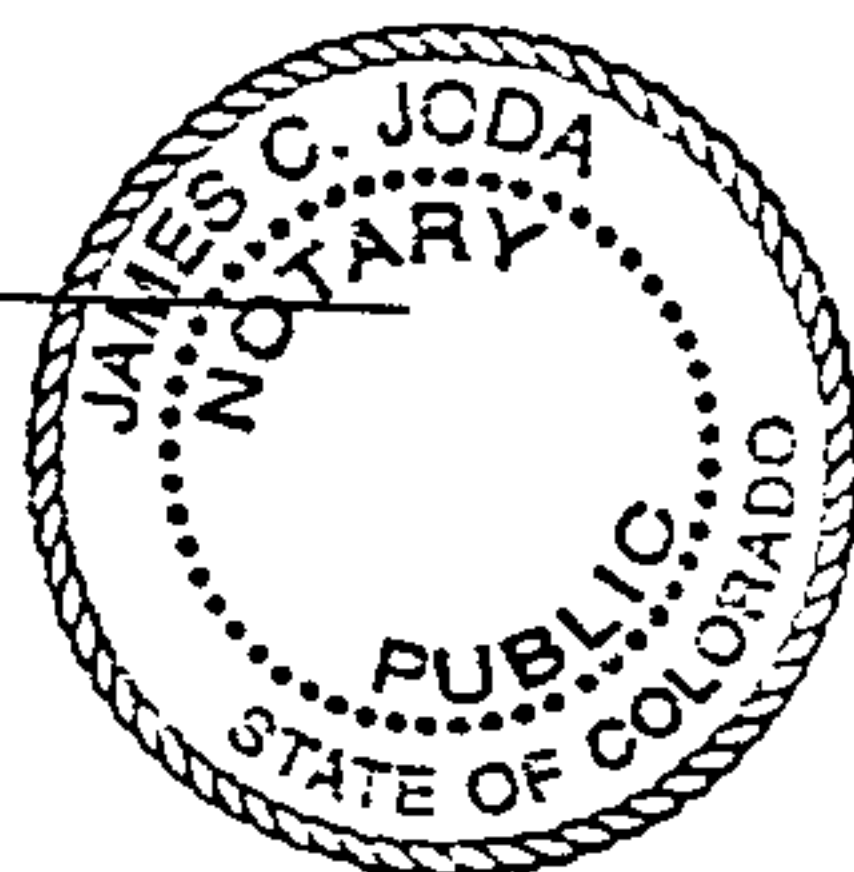
Before me, the undersigned authority, on this 24th day of November, 1999, personally appeared BRUCE DEBOER, Vice President, for TOM BROWN, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration 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:

My Commission Expires May 17, 2000

Notary Public



STATE OF WYOMING)
) ss
COUNTY OF Lincoln)

Before me, the undersigned authority, on this 30th day of November, 1999, 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:

Jan 2 2000

Notary Public

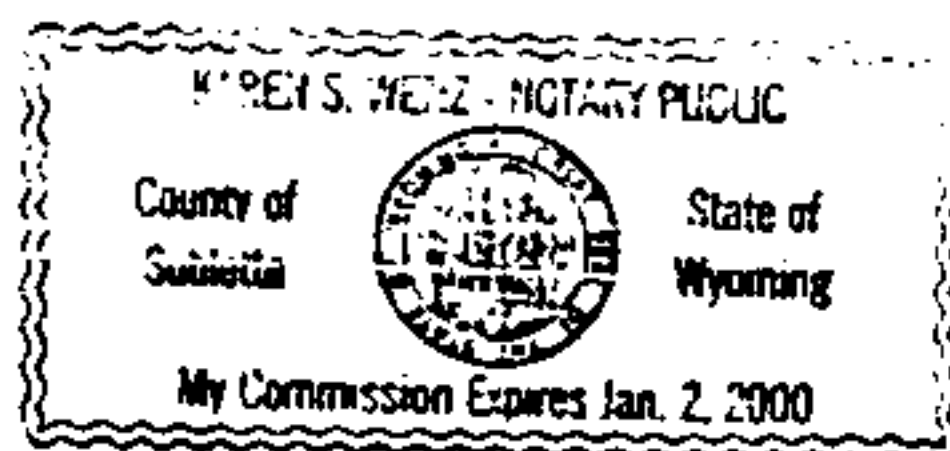


EXHIBIT "A"

Attached To And Made A Part Of That Certain Assignment Bill Of Sale And Conveyance By And Between Tom Brown, Inc., Assignor And Crown Oil & Gas Company, Inc., Assignee. Dated Effective November 1, 1999.

WY544 East Bird Canyon

WELL

Well Name: Bird Canyon Federal #30-15
 Located: Township 27 North, Range 111 West
 Section 15: NE/4SW/4 270232
 County, State Sublette County, Wyoming

ASSOCIATED LEASES

Lessor: USA WYW-35399 801448
 Lease Date:
 Description: Township 27 North, Range 111 West
 Section 15: N/2
 Sublette County, Wyoming

Lessor: USA WYW-54136 801449
 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 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.

Form 3000-3
(October 1992)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

96 NOV -1 AM 9:00

RECEIVED
CHEYENNE, WYOMING

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

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

Lease Serial No.
WYW135123
Lease Effective Date
(Anniversary Date)
02/01/95
New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Energy Investments, Inc.
Street 168 Parkview Avenue
City, State, ZIP Code Golden, CO 80401

315569

RECORDED 800-2 005 1:40 PM
IN BOOK 1310+6 PAGE 356
FEES 11.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING

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

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

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

2. This assignment conveys the following interest:

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 32 North, Range 109 West, 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 Containing 2419.17 acres, more or less Sublette County, Wyoming SEE ATTACHED RIDER	100%	100%	-0-	4.0%	-0-

CERTIFIED
to be a true and comparative copy
of the official records on file

DEC - 1 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 for attached land description

Assignment approved effective DEC 01 1996

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

By

Kirsa M. Stevens

LAND LAW EXAMINER

FEB 11 1997



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.

REASSIGNMENT RIDER

Assignees accept this Assignment with the express understanding that its provisions will apply to any renewal, exchange, extension or alteration of the basic Lease, in whole or in part. If the Assignees, their successors or assigns, should at any time desire to release, relinquish, surrender, or let expire said Oil and Gas Lease as to all or any portion of the above described lands, Assignees shall notify Assignor in writing at least ~~30~~¹⁵ days in advance of the proposed release, relinquishment, surrender, or expiration date. Assignor shall have the right within ~~15~~¹⁵ days after receipt of any such notice to elect to take reassignment of said Oil and Gas Leases, or any portion thereof. In the event Assignor so elects, he shall notify Assignees in writing within said ~~15~~¹⁵ day ^{s/c} period, and Assignees shall reassign to Assignor the interest which Assignees have elected to release, relinquish, surrender, or let expire. However, Assignees shall not be liable to Assignor in damages for any reason in this regard in an amount greater than the bonus paid for this Assignment. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the day hereof.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

- The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.
- Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
- 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 26th day of September, 19 96

Executed this 2nd day of October, 19 96

Name of Assignor as shown on current lease Big West Oil & Gas Inc.

Please type or print

Assignor Marvin D. Britten V.P.-Exploration

Assignee Stephen P. Chamberlain, President

ATTEST: Chris J. Malan, Assistant Secretary
333 West Center Street
(Assignor's Address)

Attorney-in-fact (Signature)

North Salt Lake, Utah 84054
(City) (State) (Zip Code)

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

Title 18 U.S.C. Sec. it is a crime for any knowingly and willfully to any Department or of the United States fictitious or fraudulent statements or representations to any matter within its jurisdiction.

315586

RECORDED	666.5	2005414000
IN BOOK	131	0+6
FEE \$	20.00	COUNTY CLERK
SUNLETTE COUNTY, WYOMING		

ASSIGNMENT, BILL OF SALE AND CONVEYANCE
Richard L. Peterson Trust to EOG Resources, Inc.

by Cynthia J. Friel

This Assignment, Bill Of Sale And Conveyance ("Assignment"), dated effective November 1, 2005 at 12:01 a.m. Mountain Time (the "Effective Time"), is from Richard L. Peterson Trust Dated 10-25-90, P.O. Box 8, Douglas, Wyoming, 82633 ("Peterson" or "Assignor") to EOG Resources, Inc., 600 Seventeenth Street, Suite 1100N, Denver, Colorado 80202 ("EOGR" or "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 and gas lease described on Exhibit A (the "Lease"), all right, title and interest in and to the oil, gas and all other hydrocarbons (the "Hydrocarbons"), in, on or under or that may be produced from the lands covered by the Lease (the "Lands") after the Effective Time and all other minerals of whatever nature in, on or under the Lease and Lands.

b) The oil and gas wells located on the Lease and Lands, or lands pooled or unitized therewith which include the oil and gas wells listed on Exhibit B, whether producing, non-producing, shut-in or abandoned (the "Wells"), and all personal property and equipment associated with the Wells as of the Closing, including, without limitation, the working interests and net revenue interests in the Wells as set forth on Exhibit B.

c) The rights in and to all existing and effective unitization, pooling and communitization agreements, declarations and orders, to the extent that they relate to or affect the Lease, Lands or Wells, including, without limitation the Chimney Buttes (Deep) Unit Agreement WYW-109457X, effective June 18, 1957.

d) The rights, to the extent transferable, in and to all contracts, agreements, and instruments relating to the Lease, Lands or Wells, including, without limitation, the Operating Agreement dated November 2, 1956, by and between Belco Petroleum Corporation, as Operator, and David C. Bintliff, Bruce Anderson and Richard L. Peterson, as Non-Operators.

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:

1. This Assignment is being made pursuant to the terms of the Agreement dated effective November 1, 2005, between Assignor and Assignee (the "Agreement"). All capitalized terms used but not defined herein shall have the meanings given them in the Agreement. If there is a conflict between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall control to the extent of the conflict. Assignor and Assignee intend that the terms of Agreement remain separate and distinct from and not merge into the terms of this Assignment

2. ASSIGNOR, TOGETHER WITH RICHARD L. PETERSON, WARRANTS TITLE TO THE ASSETS FROM AND AGAINST ALL PERSONS CLAIMING BY, THROUGH AND UNDER ASSIGNOR AND RICHARD L. PETERSON, BUT NOT OTHERWISE, AND EXCEPT FOR THAT WARRANTY, THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY.

3. 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 AGREEMENT.

4. 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 Agreement. Assignor and Assignee have apportioned other liabilities and obligations in the Agreement.

5. Assignor and Assignee may execute separate governmental form assignments of the Assets on officially approved forms, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. The interests conveyed by such separate assignments are the same, and not in addition to, the Assets conveyed herein.

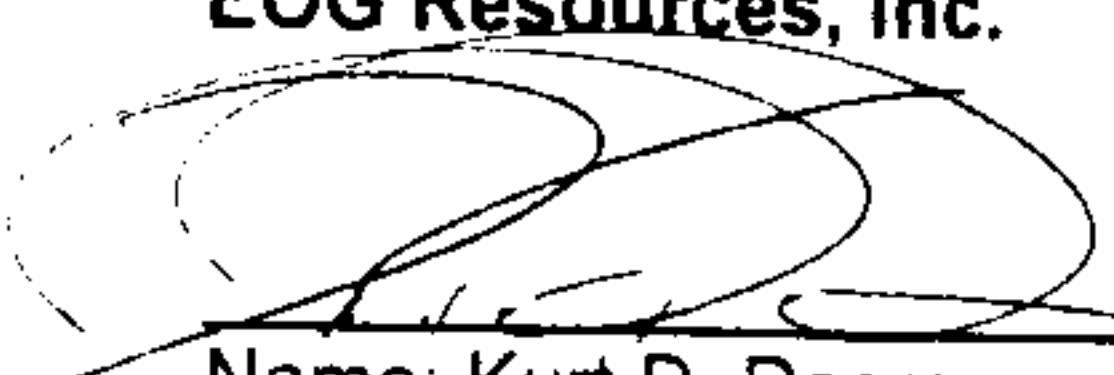
6. This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns.


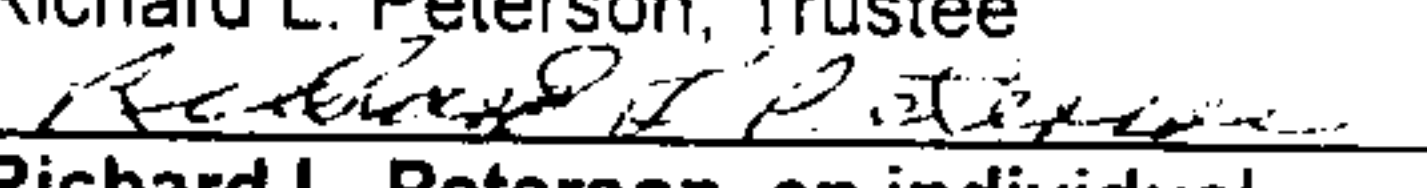
7. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

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

EOG Resources, Inc.

Richard L. Peterson Trust, Dated 10-25-90


Name: Kurt D. Doerr
Title: Agent and Attorney-in-Fact


Richard L. Peterson, Trustee

Richard L. Peterson, an individual
(for the purposes of Paragraph 2 only)

ACKNOWLEDGEMENTS

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

The foregoing instrument was acknowledged before me this 3rd day of November 2005, by Kurt D. Doerr, as Agent and Attorney-in-Fact of EOG Resources, Inc., a Colorado limited liability company, on behalf of such company.

Witness my hand and official seal.
My Commission Expires: 2/8/09

[seal]

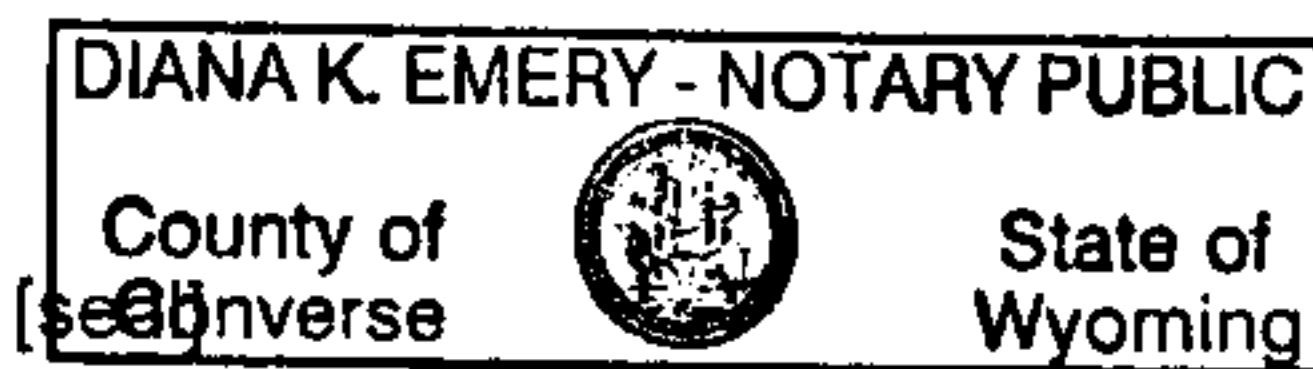


Bernadette M. Hernandez
Notary Public
Name: Bernadette M. Hernandez
Address: 600 17th Street
Suite 1100N
Denver, Colorado 80202

STATE OF WYOMING)
COUNTY OF Converse).ss

The foregoing instrument was acknowledged before me this 4th day of November 2005, by Richard L. Peterson as Trustee of the Richard L. Peterson Trust dated 10-25-90, on behalf of such Trust.

Witness my hand and official seal.
My Commission Expires: June 19, 2007



Diana K. Emery
Notary Public
Name: DIANA K. EMERY
Address: 615 S 8th Street
Douglas, WY 82633

STATE OF WYOMING)
COUNTY OF Converse).ss

The foregoing instrument was acknowledged before me this 4th day of November 2005, by Richard L. Peterson, an individual.

Witness my hand and official seal.
My Commission Expires: June 19, 2007



Diana K. Emery
Notary Public
Name: DIANA K. EMERY
Address: 615 S 8th Street
Douglas, WY 82633

EXHIBIT A**Lease and Lands**

**Federal Oil and Gas Lease Serial No. W-06861
Effective July 1, 1951**

Covering the following lands:

Township 28 North, Range 113 West, 6th P.M.

Section 15: SE1/4NE1/4

Sublette County, Wyoming

EXHIBIT B

WELLS

Owner: Richard L. Peterson Trust
Interest Type: Working Interest
Tract Areas: 40
Lease: USA W-06861 (Tract 32)
T28N-R113W
Section 15 SE/4NE/4
Sublette County Wyoming
And Lands Unitized Therewith.

WELL NAME	WELL LOCATION	WORKING INTEREST	NET REVENUE INTEREST
CBU 5-14 (FR/BAX PA "B")	SE/4SW/4 Section 14 Township 28N, Range 113W	.016667	0.01458327
CBU 28-23 (FR/BAX PA "B")	NE/4NW/4 Section 23 Township 28N, Range 113W	.016667	0.01458327
CBU 28-23 Baxter TGS	NE/4NW/4 Section 23 Township 28N, Range 113W	.016667	0.01458327
CBU 28-23 Frontier1	NE/4NW/4 Section 23 Township 28N, Range 113W	.016667	0.01458327
CBU 38-14 (FR/BAX PA "B")	SW/4SW/4 Section 14 Township 28N, Range 113W	.016667	0.01458327
CBU 38-14 (FR/BAX PA "B")	SW/4SW/4 Section 14 Township 28N, Range 113W	.016667	0.01458327
CBU 29-14D (FR/BAX PA "B")	SW/4NW/4 Section 14 (SHL) Township 28N, Range 113W	.016667	0.01458327
CBU 110-15 (FR/BAX PA "B")	SE/4NE/4 Section 15 Township 28N, Range 113W	.016667	0.01458327

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

Don Campbell and Jeanette Campbell, husband and wife, (collectively, "Assignor"), for adequate consideration, do hereby sell, assign, set over, transfer and convey unto Jeanette Campbell, 123 West First Street, Suite 675, Casper, WY 82601 ("Assignee"), her successors and assigns, all of Assignors' right, title and interest in and to all the oil, gas and other hydrocarbon substances produced and saved from the lands and leases described on the attached Exhibit A and situated in Sublette County, Wyoming.

IN WITNESS WHEREOF, this instrument has been executed this 1st day of December, 2005, but effective for all purposes as of September 1, 2005.

Don Campbell
Don Campbell

Jeanette Campbell
Jeanette Campbell

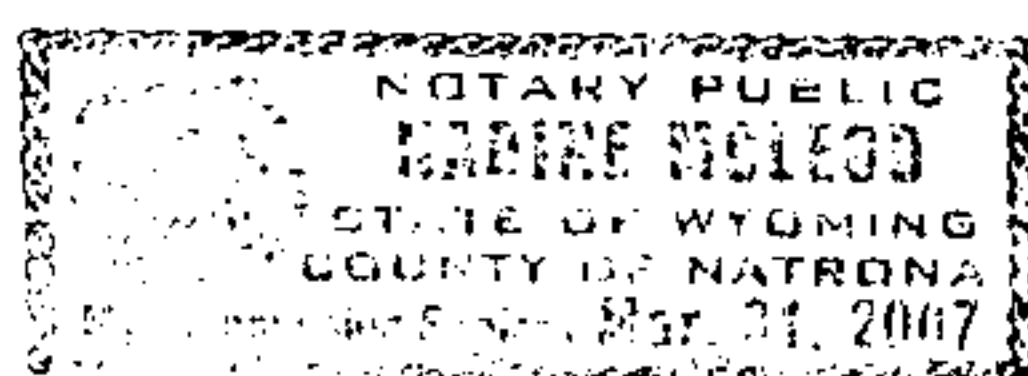
STATE OF WYOMING)
)SS.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by Don Campbell and Jeanette Campbell this 1st day of December, 2005

Witness my hand and official seal.

Nadine McLeod
Notary Public

My Commission Expires:



315589

RECORDED	<u>Dec. 5</u>	<u>2005 10:30AM</u>
IN BOOK	<u>1310+6</u>	PAGE <u>362</u>
FEES \$	<u>22.00</u>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING		

M. J. Friel
by Cynthia J. Friel

EXHIBIT A
to that
Assignment of Overriding Royalty Interests
from Don Campbell and Jeanette Campbell to Jeanette Campbell

Lease WYW-144994

Township 30 North, Range 108 West
Section 5: Lots 1-4, S/2N/2, S/2
Section 8: N/2
Township 31 North, Range 108 West
Section 30: E/2
Section 32: W/2

Lease WYW-144995

Township 31 North, Range 108 West
Section 17: SW/4
Section 18: E/2
Section 20: W/2

Lease WYW-144996

Township 30 North, Range 108 West
Section 6: Lots 1, 2, S/2NE/4
Township 31 North, Range 108 West
Section 19: E/2
Section 29: W/2
Section 31: E/2

Lease WYW-0 006933

Township 30 North, Range 108 West
Section 7: NE/4

Lease WYW-0 006934

Township 30 North, Range 108 West
Section 6: SE/4
Section 7: Lots 3, 4, E/2SW/4, SE/4
Township 30 North, Range 109 West
Section 11: SE/4
Section 12: S/2

Exhibit A
Page 2

Lease WYW-157988

Township 30 North, Range 109 West
Section 10: S/2

Lease WYW-130233

Township 30 North, Range 109 West
Section 11: SW/4

**MEMORANDUM OF COMMUNITIZATION AGREEMENT,
DESIGNATION OF POOLED UNIT
AND DECLARATION OF POOLING**

Whereas, Berco Resources, LLC, with offices at 1200 17th Street, Suite 600, Denver, Colorado 80202 is the "Operator" of the oil and gas operations on the lands comprising the unit described hereinafter.

Whereas, Berco Resources, LLC, with offices at 1200 17th Street, Suite 600, Denver, Colorado 80202 is the "Working Interest Owner" of fee and state oil and gas leases covering the lands comprising the unit described hereinafter.

Whereas, Operator and Working Interest Owner(s) by the terms of the oil and gas leases granted by fee mineral owners (the "Fee Leases") described in Exhibit "A" to this Memorandum of Communitization Agreement, Designation of Pooled Unit and Declaration of Pooling, ("Memorandum and Designation") were granted the authority to pool and combine the Leases into a pooled unit (the "unit") and designate the lands covered by the Leases to be included in a pooled unit for the purpose of drilling for and producing oil and/or gas effective September 1, 2005 ("Effective Date").

Whereas, Operator, Working Interest Owner(s) and the Wyoming Office of State Lands and Investments have executed a Communitization Agreement with the same Effective Date pursuant to Wyoming Statute 36-6-101 authorizing communitization or drilling agreements communitizing or pooling a State oil and gas lease, or any position thereof, with other lands, to facilitate the efficient and economic production of oil and gas. Said oil and gas lease granted by the State of Wyoming ("State Lease") is described in Exhibit "A"

By the authority granted in the Leases, the following lands are designated as a "Unit":

Township 30 North, Range 112 West
Section 28: NE $\frac{1}{4}$;
Sublette County, Wyoming

This Memorandum and Designation is executed by the Operator and Working Interest Owner(s) and filed of record for the purpose of evidencing their election to exercise the pooling authority granted to the lessees in the Fee Leases and the State Lease and to give notice of the unit being established pursuant to said lease terms and state statute.

This Memorandum and Designation shall be, and the unit is created effective, as of the Effective Date stated above and shall be in effect as long as oil and/or gas is produced from the lands within the Unit, actual drilling or reworking operations are being conducted on the Lands within the Unit, delay rentals or shut-in royalties are being paid pursuant to the terms of the Leases, or the Leases are otherwise being complied with to maintain them in full force and effect.

EXECUTED on the dates contained in the acknowledgment(s) of this Memorandum and Designation, to be effective for all purposes as of the Effective Date.

Operator and Working Interest Owner(s):

Berco Resources, LLC

315700

Timothy R. Morris
Timothy R. Morris
Vice President - Land

RECORDED	<u>Dec. 9</u>	20 <u>05</u>	3:30 P.M.
IN BOOK	<u>131 O+G</u>	PAGE	<u>365</u>
FEES \$	<u>23.00</u>	COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING			

by Cynthia G. Friel

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

The foregoing instrument was acknowledged before me this 29th day of November, 2005, by Timothy R. Morris, as Vice President – Land, 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: July 13, 2006

Kelly D. Byrd
Notary Public

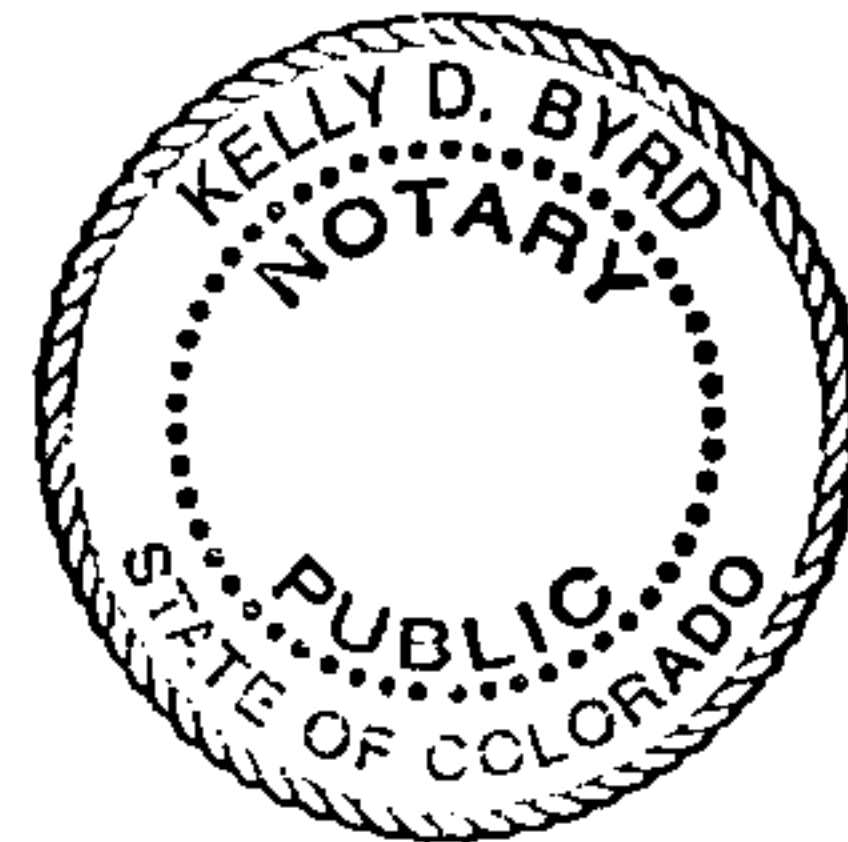


EXHIBIT "A"

To Memorandum of Communitization Agreement, Designation of Pooled Unit and Declaration of Pooling covering the NE¼ of Section 28, Township 30 North, Range 112 West, 6th P.M., Sublette County, Wyoming

Fee Leases

LEASE No. 1

Lease Serial No/Book & Page: Book 118 O&G, Page 131

Lease Effective Date: April 21, 2001

Lease Term: 5 years (HBP)

Lessor: Gordon M. Mickelson, G.P. of Mickelson Land Limited Partnership, a Wyoming Partnership

Present Lessee: Berco Resources, LLC – 100.00%

Description of Lands Committed: Township 30 North, Range 112 West, 6th P.M.
Section 28: N½NE¼;
Sublette County, Wyoming

No. of Gross Acres: 80.00

Royalty Rate: 14.28571%

Name and Percent ORI Owners: US Bank, as Trustee for the Berco Resources, LLC Employee Overriding Royalty Incentive Pool Trust dated effective August 1, 2002 – 5.5542%

Name and Percent WI Owners: Berco Resources, LLC – 100.00%

LEASE No. 2

Lease Serial No/Book & Page: Book 118 O&G, Page 567

Lease Effective Date: April 25, 2001

Lease Term: 5 years (HBP)

Lessor: Thomas Daniel O'Neil III

Present Lessee: Berco Resources, LLC – 100.00%

Description of Lands Committed: Township 30 North, Range 112 West, 6th P.M.
Section 28: N½NE¼;
Sublette County, Wyoming

No. of Gross Acres: 80.00

Royalty Rate: 14.28571%

Name and Percent ORI Owners: US Bank, as Trustee for the Berco Resources, LLC

Employee Overriding Royalty Incentive Pool Trust
dated effective August 1, 2002 – 5.5542%

Name and Percent WI Owners: Berco Resources, LLC – 100.00%

LEASE No. 3

Lease Serial No/Book & Page: Book 118 O&G, Page 580

Lease Effective Date: May 16, 2001

Lease Term: 5 years (HBP)

Lessor: William J. Kvenild

Present Lessee: Berco Resources, LLC – 100.00%

Description of Lands Committed: Township 30 North, Range 112 West, 6th P.M.
Section 28: N½NE¼;
Sublette County, Wyoming

No. of Gross Acres: 80.00

Royalty Rate: 14.28571%

Name and Percent ORI Owners: US Bank, as Trustee for the Berco Resources, LLC
Employee Overriding Royalty Incentive Pool Trust
dated effective August 1, 2002 – 5.5542%

Name and Percent WI Owners: Berco Resources, LLC – 100.00%

LEASE No. 4

Lease Serial No/Book & Page: Book 118 O&G, Page 582

Lease Effective Date: April 24, 2001 (HBP)

Lease Term: 5 years

Lessor: Jay B. Downs & 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

Present Lessee: Berco Resources, LLC – 100.00%

Description of Lands Committed: Township 30 North, Range 112 West, 6th P.M.
Section 28: N½NE¼;
Sublette County, Wyoming

No. of Gross Acres: 80.00

Royalty Rate: 14.28571%

Name and Percent ORI Owners: US Bank, as Trustee for the Berco Resources, LLC
Employee Overriding Royalty Incentive Pool Trust
dated effective August 1, 2002 – 5.5542%

Name and Percent WI Owners: Berco Resources, LLC – 100.00%

LEASE No. 5

Lease Serial No/Book & Page: Book 118 O&G, Page 584

Lease Effective Date: April 25, 2001

Lease Term: 5 years (HBP)

Lessor: Sandra Wohrman

Present Lessee: Berco Resources, LLC – 100.00%

Description of Lands Committed: Township 30 North, Range 112 West, 6th P.M.
Section 28: N $\frac{1}{2}$ NE $\frac{1}{4}$;
Sublette County, Wyoming

No. of Gross Acres: 80.00

Royalty Rate: 14.28571%

Name and Percent ORI Owners: US Bank, as Trustee for the Berco Resources, LLC
Employee Overriding Royalty Incentive Pool Trust
dated effective August 1, 2002 – 5.5542%

Name and Percent WI Owners: Berco Resources, LLC – 100.00%

LEASE No. 6

Lease Serial No/Book & Page: Book 119 O&G, Page 40

Lease Effective Date: May 16, 2001

Lease Term: 5 years (HBP)

Lessor: J. R. Kvenild, a/k/a John Robert Kvenild

Present Lessee: Berco Resources, LLC – 100.00%

Description of Lands Committed: Township 30 North, Range 112 West, 6th P.M.
Section 28: N $\frac{1}{2}$ NE $\frac{1}{4}$;
Sublette County, Wyoming

No. of Gross Acres: 80.00

Royalty Rate: 14.28571%

Name and Percent ORI Owners: US Bank, as Trustee for the Berco Resources, LLC
Employee Overriding Royalty Incentive Pool Trust
dated effective August 1, 2002 – 5.5542%

Name and Percent WI Owners: Berco Resources, LLC – 100.00%

LEASE No. 7

Lease Serial No/Book & Page: Book 119 O&G, Page 211

Lease Effective Date: June 5, 2001

Lease Term: 5 years (HBP)

Lessor: John Perry Barlow, Individually, and as Trustee of the Miriam Jenkins Bailey Granddaughter's Trust, U/A dated 3/12/97

Present Lessee: Berco Resources, LLC – 100.00%

Description of Lands Committed: Township 30 North, Range 112 West, 6th P.M.
Section 28: N½NE¼;
Sublette County, Wyoming

No. of Gross Acres: 80.00

Royalty Rate: 14.28571%

Name and Percent ORI Owners: US Bank, as Trustee for the Berco Resources, LLC Employee Overriding Royalty Incentive Pool Trust dated effective August 1, 2002 – 5.5542%

Name and Percent WI Owners: Berco Resources, LLC – 100.00%

State Lease

Lease Serial No/Book & Page: WY SL 00-621

Lease Effective Date: October 2, 2000

Lease Term: 5 years (HBP)

Lessor: State of Wyoming

Present Lessee: Berco Resources, LLC – 100.00%

Description of Lands Committed: Township 30 North, Range 112 West, 6th P.M.
Section 28: S½NE¼;
Sublette County, Wyoming

No. of Gross Acres: 80.00

Royalty Rate: 16.666667%

Name and Percent ORI Owners: US Bank, as Trustee for the Berco Resources, LLC Employee Overriding Royalty Incentive Pool Trust dated effective August 1, 2002 – 2.00%
Karl Dauphin – 2.33%

Name and Percent WI Owners: Berco Resources, LLC – 100.00%

ASSIGNMENT

RECORDED	Dec. 9	05:30 P.M.
IN BOOK	131.0+6	PAGE 371
FEES \$	17.00	COUNTY CLERK
SUBLETTE COUNTY PINEDALE, WYOMING		
By Cynthia J. Friel		

WHEREAS, the undersigned, **EOG RESOURCES, INC.**, whose address is 600 17th Street, Suite 1100 North, Denver, Colorado 80202, hereinafter referred to as "ASSIGNOR", for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, convey and set over unto the following:

BERCO RESOURCES, LLC
1200 17th Street, Suite 600
Denver, CO 80202

70.0%

hereinafter referred to as "ASSIGNEE", Seventy Percent (70.0%) of ASSIGNOR'S interest in the oil and gas leases listed on Exhibit "A" located in Sublette County, Wyoming, attached hereto and made a part hereof, together with all rights thereof or incident thereto, subject to any existing royalty interest and overriding royalty interest burdening the respective interest of the ASSIGNOR, together with all of ASSIGNOR'S right, title and interest in and to all wells, leasehold equipment, material or personal property located therein, thereon or appurtenant thereto, in its present condition and as located on the assigned premises hereto.

This Assignment is made under the following terms and conditions:

1. This assignment shall be effective as of July 1, 2005, at 7:00 A.M., regardless of the date of execution.
2. This assignment is being made pursuant to and subject to the terms of that certain Option Farmout Agreement, dated September 16, 2002, as amended, by and between ASSIGNOR and ASSIGNEE.
3. This assignment is made without warranty of title, either express or implied, except a special warranty by through and under the ASSIGNOR and including the benefit of any and all warranties of title from ASSIGNOR'S predecessor in title. This assignment is subject to all of the terms and conditions of the oil and gas leases described on Exhibit "A" and all validly existing encumbrances and agreements which may affect said oil and gas lease.
4. It is understood and agreed between ASSIGNOR and ASSIGNEE that this assignment will vest 70.0% of ASSIGNOR'S title in ASSIGNEE of all its working interests and net revenue interests owned by ASSIGNOR in said leases


on Exhibit "A" attached hereto, excepting and reserving unto Assignor an exclusive overriding interest equal to Two and One-Half Percent (2.50% of 8/8ths) of all oil, gas, casinghead gas and other associated hydrocarbons produced from the Bray-Federal #21-34 well located in the NW/4 of Section 34, Township 30 North, Range 112 West, Sublette County, Wyoming.

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

IN WITNESS WHEREOF, THIS Assignment is executed this 17th day of November 2005.

ASSIGNOR:

EOG RESOURCES, INC.

By: 

J. Michael Schween
Agent and Attorney-in-Fact

ASSIGNEE:

BERCO RESOURCES, LLC.

By: 

Timothy R. Morris, Vice President

STATE OF COLORADO

)

) ss.

COUNTY OF DENVER

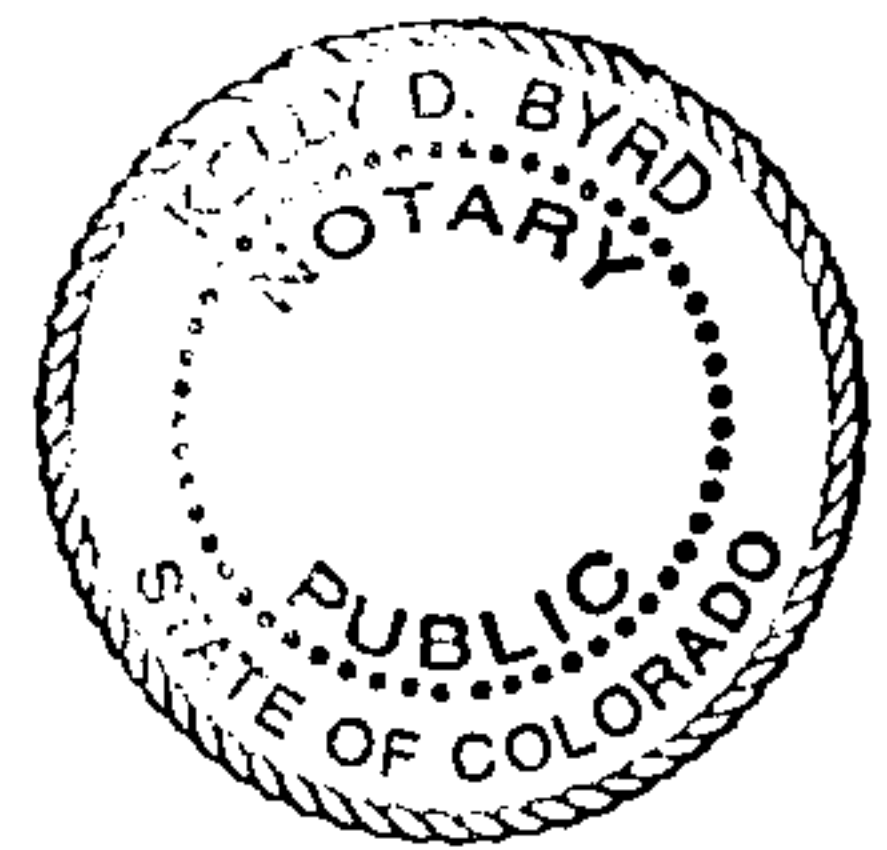
)

This instrument was acknowledged before me on November 22, 2005 by Timothy R. Morris, Vice President of BERCO RESOURCES, LLC, a Delaware Limited Liability Company, on behalf of such Company.

My Commission Expires:

July 13, 2006

Kelly D. Byrd
Notary Public
State of Colorado



STATE OF COLORADO

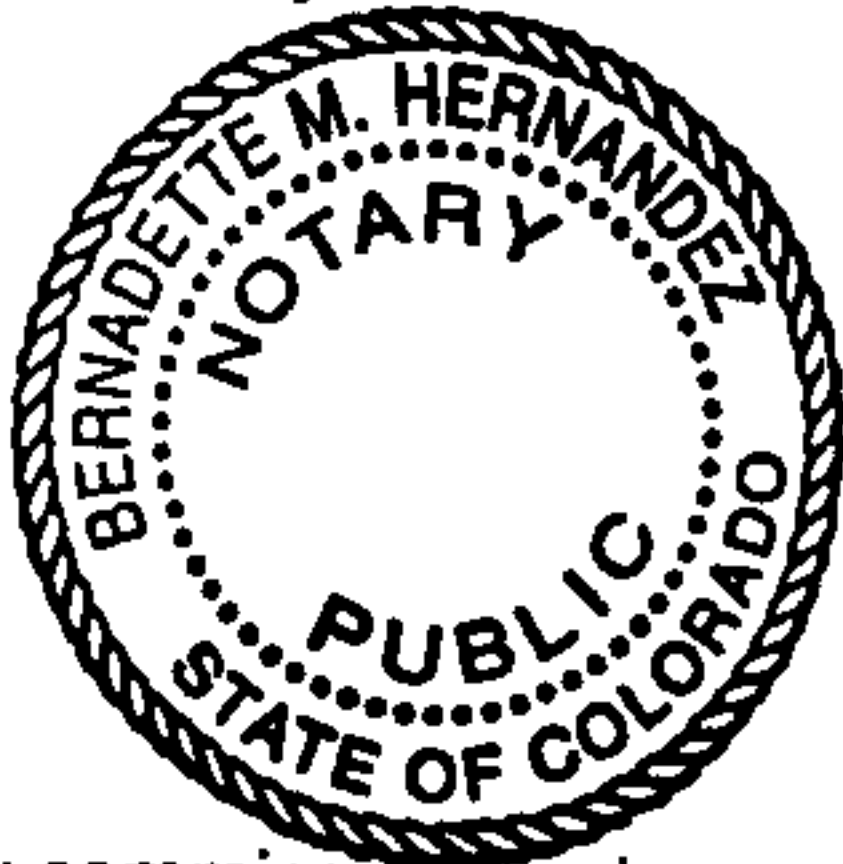
)

) ss.

CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 16th day of May, 2005 by J. Michael Schween, as Agent and Attorney in Fact of EOG Resources, Inc., a Delaware corporation.

Witness my hand and official seal.



My commission expires:

February 8, 2009.

B. Hernandez
Notary Public
State of Colorado

EXHIBIT "A"

Lessor: WYW-056555

EOG Lessee: 0050228-000

Dated: December 1, 1996

Description: Township 30 North, Range 112 West
Section 33: S/2N/2
Sublette County, Wyoming
Containing 160 acres, more or less

Limited in depth from the surface down to the stratigraphic equivalent of the total depth drilled in Bray-Federal 21-34 well located in the NW/4 of Section 34, Township 30 North, Range 112 West, Sublette County, Wyoming (7,377' feet below the surface of the earth).

315702

ASSIGNMENT

RECORDED	Dec. 9	2005 3:30 P.M.
IN BOOK	1310 & 6	PAGE 375
FEES \$	17.00	COUNTY CLERK
SUBLETTE COUNTY, RINEDALE, WYOMING		
by Cynthia G. Friel		

WHEREAS, the undersigned, **EOG RESOURCES, INC.**, whose address is 600 17th Street, Suite 1100 North, Denver, Colorado 80202, hereinafter referred to as "ASSIGNOR", for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, convey and set over unto the following:

BERCO RESOURCES, LLC
1200 17th Street, Suite 600
Denver, CO 80202

70.0%

hereinafter referred to as "ASSIGNEE", Seventy Percent (70.0%) of ASSIGNOR'S interest in the oil and gas leases listed on Exhibit "A" located in Sublette County, Wyoming, attached hereto and made a part hereof, together with all rights thereof or incident thereto, subject to any existing royalty interest and overriding royalty interest burdening the respective interest of the ASSIGNOR, together with all of ASSIGNOR'S right, title and interest in and to all wells, leasehold equipment, material or personal property located therein, thereon or appurtenant thereto, in its present condition and as located on the assigned premises hereto.

This Assignment is made under the following terms and conditions:

1. This assignment shall be effective as of July 1, 2005, at 7:00 A.M., regardless of the date of execution.
2. This assignment is being made pursuant to and subject to the terms of that certain Option Farmout Agreement, dated September 16, 2002, as amended, by and between ASSIGNOR and ASSIGNEE.
3. This assignment is made without warranty of title, either express or implied, except a special warranty by through and under the ASSIGNOR and including the benefit of any and all warranties of title from ASSIGNOR'S predecessor in title. This assignment is subject to all of the terms and conditions of the oil and gas leases described on Exhibit "A" and all validly existing encumbrances and agreements which may affect said oil and gas lease.
4. It is understood and agreed between ASSIGNOR and ASSIGNEE that this assignment will vest 70.0% of ASSIGNOR'S title in ASSIGNEE of all it's working interests and net revenue interests owned by ASSIGNOR in said leases

on Exhibit "A" attached hereto, excepting and reserving unto Assignor an exclusive overriding interest equal to One and One-Half Percent (1.50% of 8/8ths) of all oil, gas, casinghead gas and other associated hydrocarbons produced from the Bray-Federal #21-34 well located in the NW/4 of Section 34, Township 30 North, Range 112 West, Sublette County, Wyoming.

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

IN WITNESS WHEREOF, THIS Assignment is executed this 17th day of November _____ 2005.

ASSIGNOR:

EOG RESOURCES, INC.

By: _____

J. Michael Schween *JMS*
Agent And Attorney-in-Fact

ASSIGNEE:

BERCO RESOURCES, LLC.

By: _____

Timothy R. Morris
Timothy R. Morris, Vice President

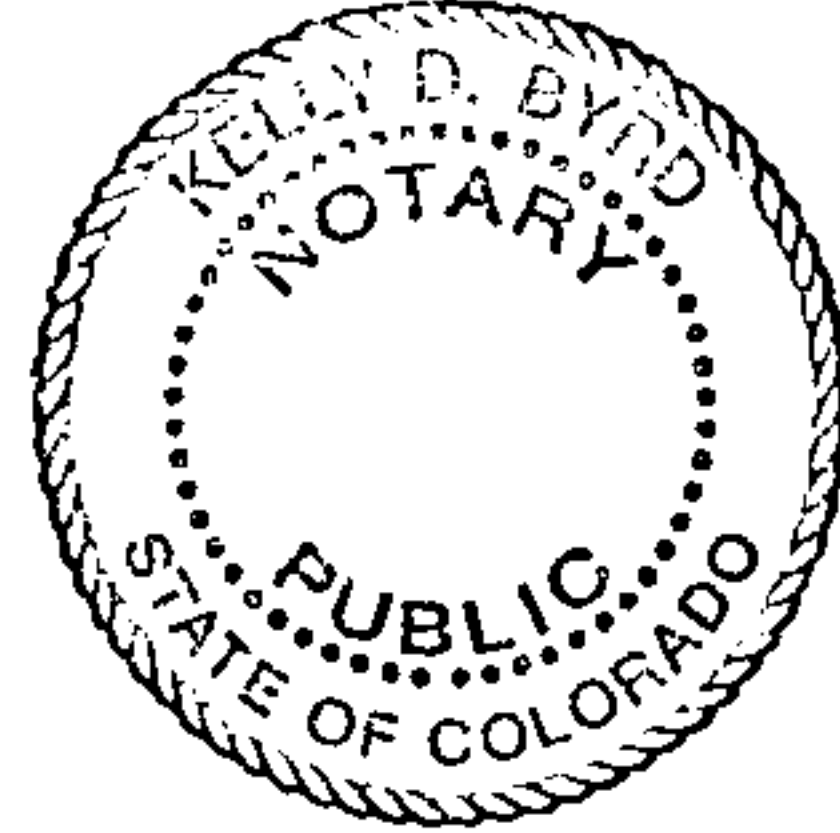
STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me on November 22, 2005 by Timothy R. Morris, Vice President of BERCO RESOURCES, LLC, a Delaware Limited Liability Company, on behalf of such Company.

My Commission Expires:

July 13, 2006

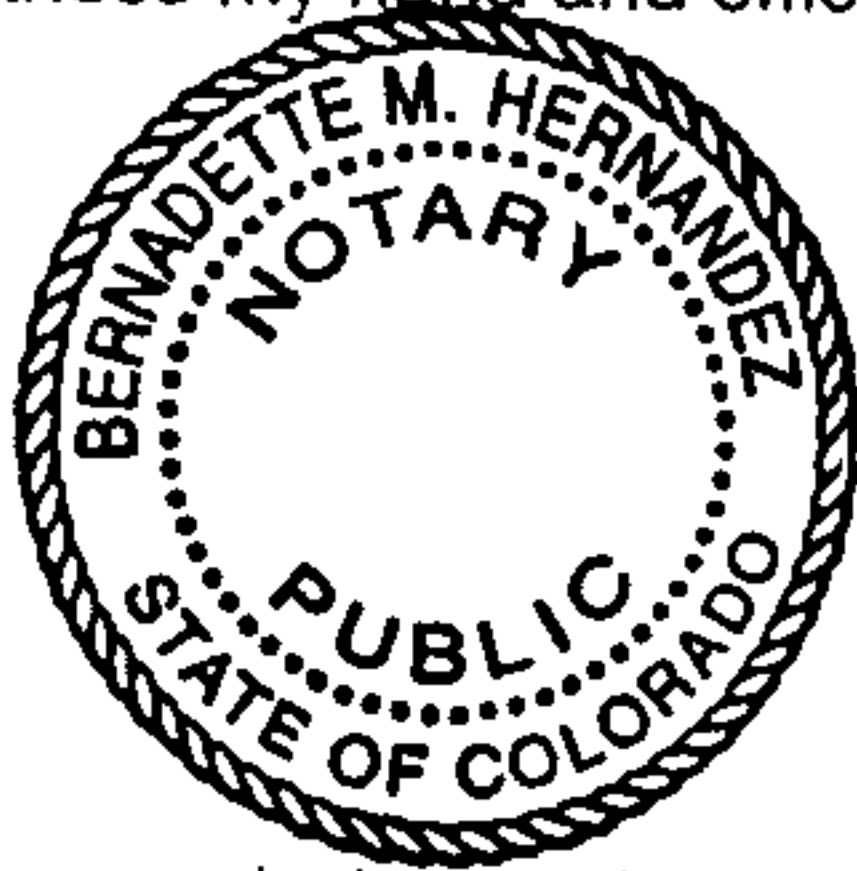
Kelly D. Byrd
Notary Public
State of Colorado



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

The foregoing instrument was acknowledged before me this 16th day of May, 2005 by J. Michael Schween, as Agent and Attorney in Fact of EOG Resources, Inc., a Delaware corporation.

Witness my hand and official seal.



My commission expires: February 8, 2009.

B. Hernandez
Notary Public
State of Colorado

EXHIBIT "A"

Lessor: WYW-055073

FOG Lessee: 0050230-000

Dated: December 1, 1948

Description: Township 30 North, Range 112 West
Section 33: N/2N/2
Section 34: W/2NW/4
Sublette County, Wyoming

Containing 240 acres, more or less

Limited in depth from the surface down to the stratigraphic equivalent of the total depth drilled in Bray-Federal 21-34 well located in the NW/4 of Section 34, Township 30 North, Range 112 West, Sublette County, Wyoming (7,377' feet below the surface of the earth).

5703
315703

ASSIGNMENT

RECORDED	<u>Nov. 9</u>	<u>2005 3:30 P.M.</u>
IN BOOK	<u>131 040</u>	PAGE <u>379</u>
FEES \$	<u>17.00</u>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING		
<i>by Cynthia J. Ford</i>		

WHEREAS, the undersigned, EOG RESOURCES, INC., whose address is 600 17th Street, Suite 1100 North, Denver, Colorado 80202, hereinafter referred to as "ASSIGNOR", for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, convey and set over unto the following:

BERCO RESOURCES, LLC
1200 17th Street, Suite 600
Denver, CO 80202

70.0%

hereinafter referred to as "ASSIGNEE". Seventy Percent (70.0%) of ASSIGNOR'S interest in the oil and gas leases listed on Exhibit "A" located in Sublette County, Wyoming, attached hereto and made a part hereof, together with all rights thereof or incident thereto, subject to any existing royalty interest and overriding royalty interest burdening the respective interest of the ASSIGNOR, together with all of ASSIGNOR'S right, title and interest in and to all wells, leasehold equipment, material or personal property located therein, thereon or appurtenant thereto, in its present condition and as located on the assigned premises hereto.

This Assignment is made under the following terms and conditions:

1. This assignment shall be effective as of February 1, 2005, at 7:00 A.M., regardless of the date of execution.
2. This assignment is being made pursuant to and subject to the terms of that certain Option Farmout Agreement, dated September 16, 2002, as amended, by and between ASSIGNOR and ASSIGNEE.
3. This assignment is made without warranty of title, either express or implied, except a special warranty by through and under the ASSIGNOR and including the benefit of any and all warranties of title from ASSIGNOR'S predecessor in title. This assignment is subject to all of the terms and conditions of the oil and gas leases described on Exhibit "A" and all validly existing encumbrances and agreements which may affect said oil and gas lease.
4. It is understood and agreed between ASSIGNOR and ASSIGNEE that this assignment will vest 70.0% of ASSIGNOR'S title in ASSIGNEE of all it's working interests and net revenue interests owned by ASSIGNOR in said leases

on Exhibit "A" attached hereto, excepting and reserving unto Assignor an exclusive overriding interest equal to One and One-Half Percent (1.50% of 8/8ths) of all oil, gas, casinghead gas and other associated hydrocarbons produced from the Bray-Federal #12-27 well located in the NW/4 of Section 27, Township 30 North, Range 112 West, Sublette County, Wyoming.

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

IN WITNESS WHEREOF, THIS Assignment is executed this 17th day of November, 2005.

ASSIGNOR:

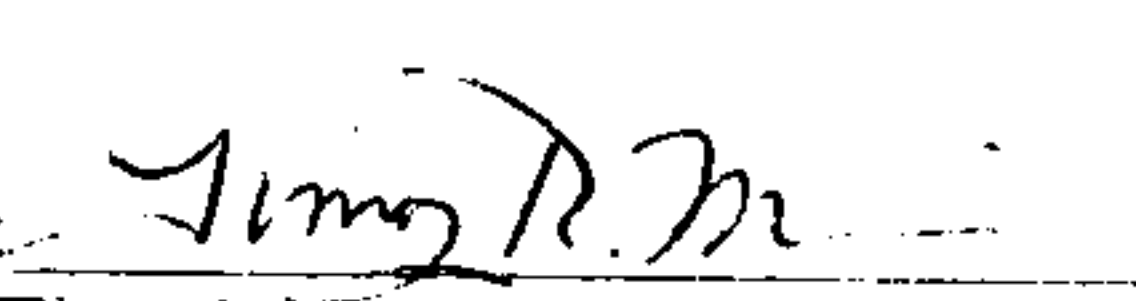
EOG RESOURCES, INC.

By: 

J. Michael Schween
Agent and Attorney-in-Fact

ASSIGNEE:

BERCO RESOURCES, LLC.

By: 

Timothy R. Morris, Vice President

STATE OF COLORADO

)

) ss.

COUNTY OF DENVER

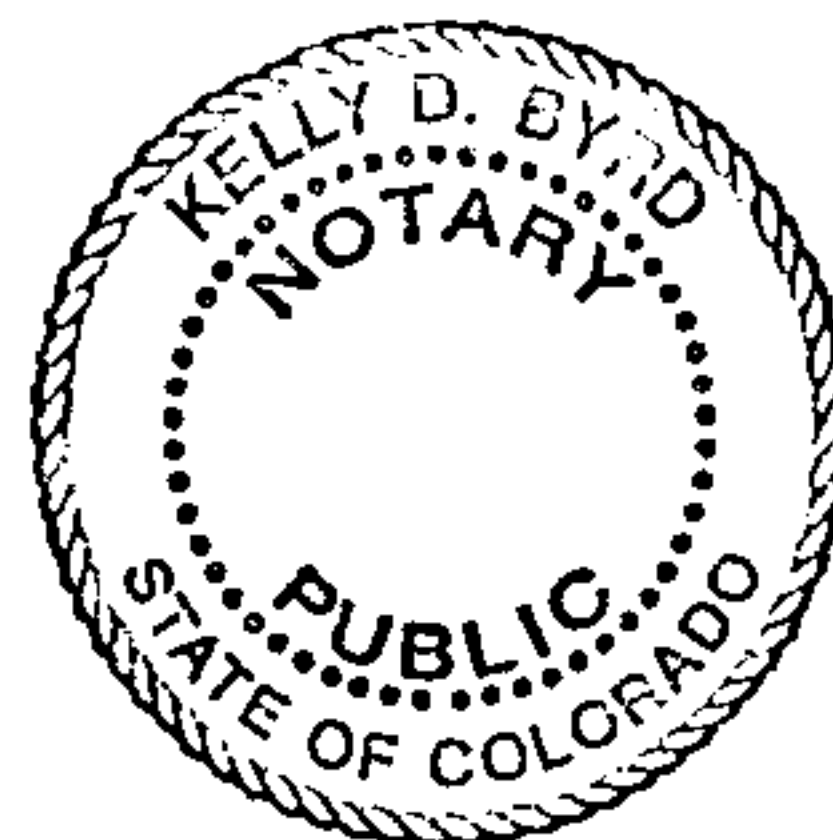
)

This instrument was acknowledged before me on November 22, 2005 by Timothy R. Morris, Vice President of BERCO RESOURCES, LLC, a Delaware Limited Liability Company, on behalf of such Company.

My Commission Expires:

July 13, 2006

Kelly D. Byrd
Notary Public
State of Colorado



STATE OF COLORADO

)

) ss.

CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 16th day of May, 2005 by J. Michael Schween, as Agent and Attorney in Fact of EOG Resources, Inc., a Delaware corporation.

Witness my hand and official seal.

My commission expires:

February 8, 2009.

Don Hernandez
Notary Public
State of Colorado

EXHIBIT "A"

Lessor: WYW-055073
EOG Lessee: 0050230-000
Dated: December 1, 1948
Description: Township 30 North, Range 112 West
Section 27: W/2
Sublette County, Wyoming
Containing 320 acres, more or less

Lessor: WYW-140407
EOG Lessee: 0075665-000
Dated: December 1, 1996
Description: Township 30 North, Range 112 West
Section 27: SW/4SE/4
Sublette County, Wyoming
Containing 40 acres, more or less

Limited in depth from the surface down to the stratigraphic equivalent of the total depth drilled in Bray-Federal 12-27 well located in the NW/4 of Section 27, Township 30 North, Range 112 West, Sublette County, Wyoming (7,830' feet below the surface of the earth).

ASSIGNMENT OF MINERAL RIGHTS

For value received, the undersigned hereby grants, assigns and transfers to GAIL G. Gordon, KAREN MORRIS, CANDACE W. CULP, AND CAROL A. RICHARDS, all their right, title and interest to the mineral rights, including oil and gas minerals in and upon and underlying under the following described real property in Sublette County, Wyoming:

The West 330 Feet of the Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 12, Township 37 North, Range 111 West of the Six Principal Meridian.

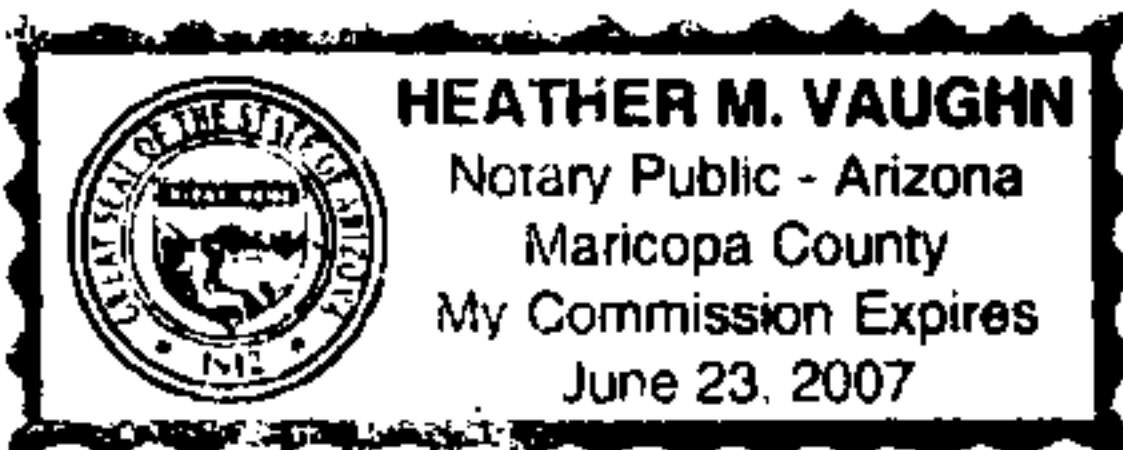
Dated: 12-2-2005

Carol A. Richards

ARIZONA
STATE OF CALIFORNIA)
MARICOPA) ss.
COUNTY OF LOS ANGELES)

On DECEMBER 02, 2005 before me, the undersigned, a Notary Public in and for said State, personally appeared CAROL A. RICHARDS 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 that they executed the same.

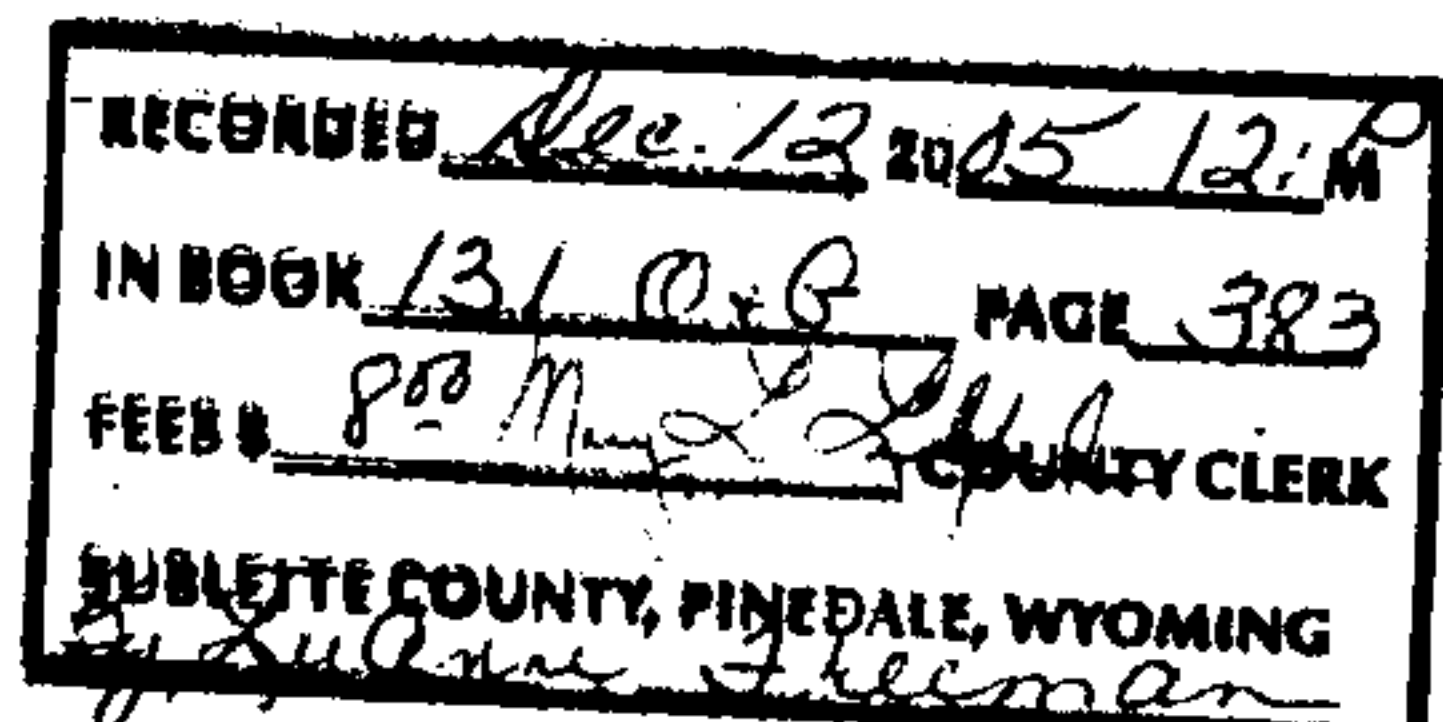
WITNESS my hand and official seal.



[Signature]
NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE

EXP 06232007

315724



RECORDED	Dec 14	25 2 11 PM
IN BOOK	131016	PAGE 384
FEES	14.00	COUNTY CLERK
SUBLETTE COUNTY, WYOMING		

by Cynthia J. Friel

**INSTRUMENT OF DISTRIBUTION,
ASSIGNMENT, CONVEYANCE AND BILL OF SALE
(Sublette County, Wyoming)**

THIS INSTRUMENT OF DISTRIBUTION, ASSIGNMENT, CONVEYANCE AND BILL OF SALE is made and entered into between **Sandra L. Davidson** and **James H. Yates**, Co-Independent Executors of the Estate of James A. Davidson, aka James A. "Buddy" Davidson, deceased (together in the singular "GRANTOR"), and **Quanah Exploration Limited Partnership**, a New Mexico limited partnership ("GRANTEE") whose address is P.O. Box 494 Midland, Texas 79702.

WHEREAS, James A. Davidson, aka James A. "Buddy" Davidson (the "Decedent") died on August 7, 2004, and his Last Will and Testament was admitted to probate in Cause No. P14291 in the County Court of Midland County, Texas;

WHEREAS, Sandra L. Davidson and James H. Yates, who are named Independent Co-Executors under the Decedent's Will, have qualified and are currently authorized to act in such capacities on behalf of the Decedent's estate;

WHEREAS, at the time of his death, the Decedent owned as his sole and separate property certain properties in Sublette County, Wyoming hereinafter described;

WHEREAS, GRANTOR desires to transfer and convey to GRANTEE all interest owned by the Decedent's estate in and to the properties hereinafter described and all personal property fixtures and/or equipment appurtenant thereto or used in association therewith; and

WHEREAS, Sandra L. Davidson, a widow, in her individual capacity, and James A. "Buddy" Davidson Charitable Foundation, a Texas non-profit corporation, are joining in the execution of this Instrument of Distribution for the purposes hereinafter stated.

NOW, THEREFORE, GRANTOR, for and in consideration of the premises and other good and valuable consideration received, the sufficiency of which is hereby acknowledged, hereby grants, assigns, transfers, conveys and delivers to GRANTEE, its successors and assigns, all of the Decedent's right, title and interest in, to and under, or derived from and allocable or attributable to the following property in Sublette County, Wyoming (sometimes hereinafter the "Subject Properties"):

- (a) the property and interests described in Exhibit "A" attached hereto;
- (b) all oil and gas leases or oil, gas and mineral leases, and interests therein or thereunder, including record title, operating rights, working interests, leasehold interests, overriding royalty interests, production payments, net profits interests and other payments out of production, and all interests in oil, gas and other minerals, royalty interests, and any and all other mineral interests of any kind whatsoever, vested or contingent, insofar as the same pertain or apply to the lands described in Exhibit "A" attached hereto, or to any other lands located in Sublette County, Wyoming in which the Decedent owned an interest, and including, but not limited to, such rights, titles and interests as are reflected in the records of Sublette County, Wyoming;
- (c) all of the presently existing and valid unitization agreements, communitization or pooling agreements, and the units and communitized or pooled areas or units created thereby (including, but not limited to, all units and communitized or pooled areas or units formed under orders, regulations, rules or other official acts of any governmental agency having jurisdiction) which affect or relate to any of the rights, titles and interests conveyed hereby, or to the production therefrom or allocable or attributable thereto;
- (d) all of the presently existing and valid operating agreements, farmout agreements, assignments, agreements for the sale or purchase of oil, gas, casinghead gas, or other hydrocarbon substances, processing agreements, and all other contracts, agreements, assignments, conveyances and instruments which affect or relate to any of

the rights, titles and interests conveyed hereby, or to the production therefrom or allocable or attributable thereto;

(e) all oil and liquid hydrocarbons in storage on August 8, 2004, or in the event of the sale thereof since such time, the proceeds from the sale thereof, all personal property, choses in action, improvements, easements, permits, licenses, servitudes and rights-of-way situated upon or used or useful or held for future use in connection with the exploration, development or operation of the interests conveyed hereby or the production, treating, storing or transportation of oil, gas and other hydrocarbon substances, including, but not by way of limitation, wells, casing, tubing, derricks, pumps, flow lines, gas lines, water lines, salt water disposal facilities, tanks, separators, buildings, machinery, equipment, road and other appurtenances situated on the interests conveyed hereby or lands unitized therewith or which are used in connection with hydrocarbon operations on the interests described in Paragraphs (a), (b), (c) and (d) above, or lands unitized therewith.

Sandra L. Davidson and James H. Yates, in their capacities as Independent Co-Executors of the Decedent's estate, represent and warrant that the James A. "Buddy" Davidson Charitable Foundation is the only devisee under the Decedent's Will which might have an interest in the Subject Properties, being the properties described in Paragraphs (a), (b), (c), (d) and (e) above. Except as to the warranty contained in the preceding sentence, this Instrument of Distribution is executed and delivered without warranties of any kind, whether express, implied or statutory, and whether pertaining to title, condition or other matters. However, this Instrument of Distribution is made with full substitution and subrogation of GRANTEE in and to all warranties, representations and covenants previously given or made by others with respect to the rights, titles and interests conveyed hereby, and GRANTOR assigns and conveys to GRANTEE all of GRANTOR's rights under such warranties, representations and covenants including the right to enforce the same.

Sandra Davidson, in her capacity as Manager of **James A. "Buddy" Davidson, LLC**, represents and warrants (i) that Quanah Exploration Limited Partnership is duly formed, existing and in good standing under the laws of the State of New Mexico, (ii) that the sole General Partner of Quanah Exploration Limited Partnership is James A. "Buddy" Davidson, LLC, a limited liability company duly formed, existing and in good standing under the laws of the State of New Mexico, and (iii) that the sole Limited Partner of said partnership is the James A. "Buddy" Davidson Charitable Foundation, a Texas non-profit corporation.

For good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, **Sandra L. Davidson**, a widow, in her individual capacity, does hereby ratify and adopt GRANTOR's conveyance of the Subject Properties as set forth in this Instrument of Distribution, and does hereby grant, assign, transfer, convey and quitclaim to GRANTEE and its successors and assigns any right, title or interest which she may own or claim to own in or to any of the Subject Properties, being the properties described in Paragraphs (a), (b), (c), (d) and (e) above.

For good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, the **James A. "Buddy" Davidson Charitable Foundation**, a Texas non-profit corporation, does hereby ratify and adopt GRANTOR's conveyance of the Subject Properties as set forth in this Instrument of Distribution, and does hereby grant, assign, transfer, convey and quitclaim to GRANTEE and its successors and assigns any right, title or interest which it may own or claim to own in or to any of the Subject Properties, being the properties described in Paragraphs (a), (b), (c), (d) and (e) above.

EXECUTED on the date of the acknowledgments affixed hereto, but effective as of August 8, 2004 at 12:01 a.m. Central Time.

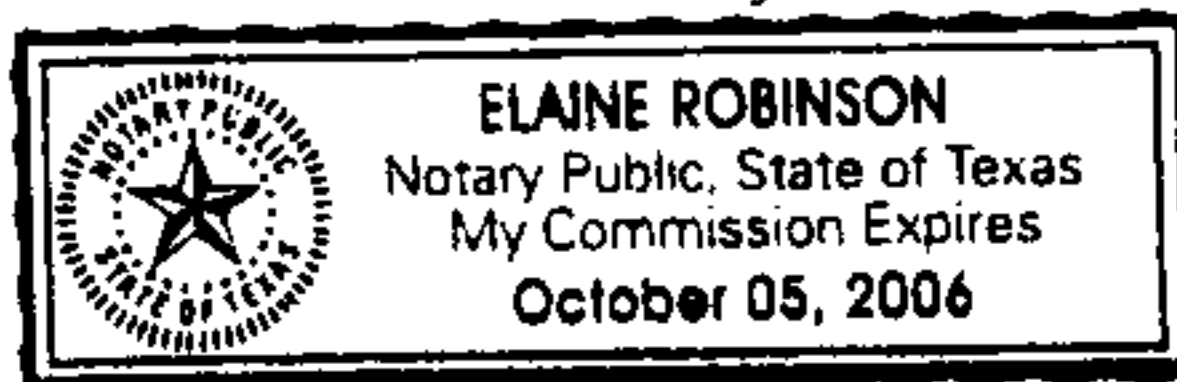
Estate of James A. Davidson, aka James A. "Buddy" Davidson, Deceased

By: Sandra L. Davidson
Sandra L. Davidson, Independent Co-Executrix

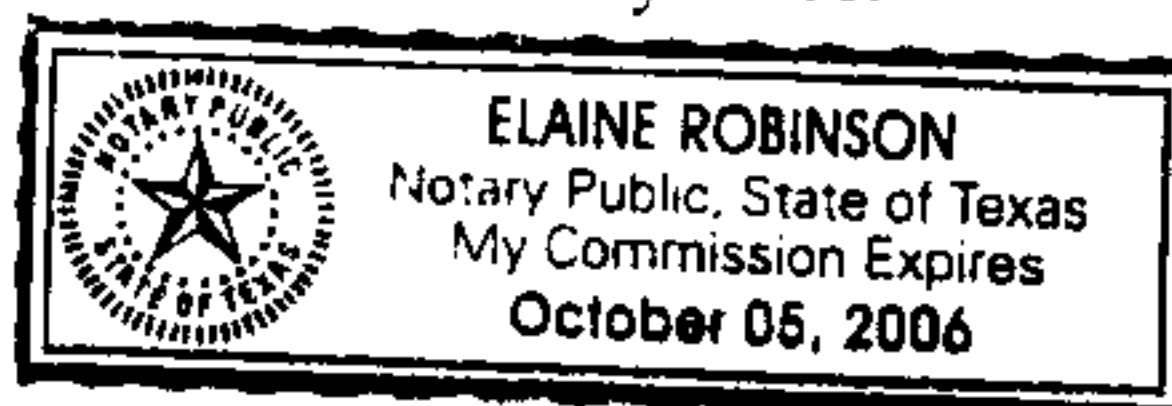
and James H. Yates
James H. Yates, Independent Co-Executor

Quanah Exploration Limited PartnershipBy: James A. "Buddy" Davidson, LLC, its
General Partner:by: Sandra Davidson
Sandra Davidson, Manager**James A. "Buddy" Davidson Charitable
Foundation**By: Sandra L. Davidson
Sandra L. Davidson, PresidentSandra L. Davidson
Sandra L. Davidson, a widowSTATE OF TEXAS)
) ss.
COUNTY OF MIDLAND)This instrument was acknowledged before me on December 5, 2005, by Sandra L. Davidson and James H. Yates, Independent Co-Executors of the Estate of James A. Davidson, aka James A. "Buddy" Davidson, deceased.Elaine Robinson
Notary Public

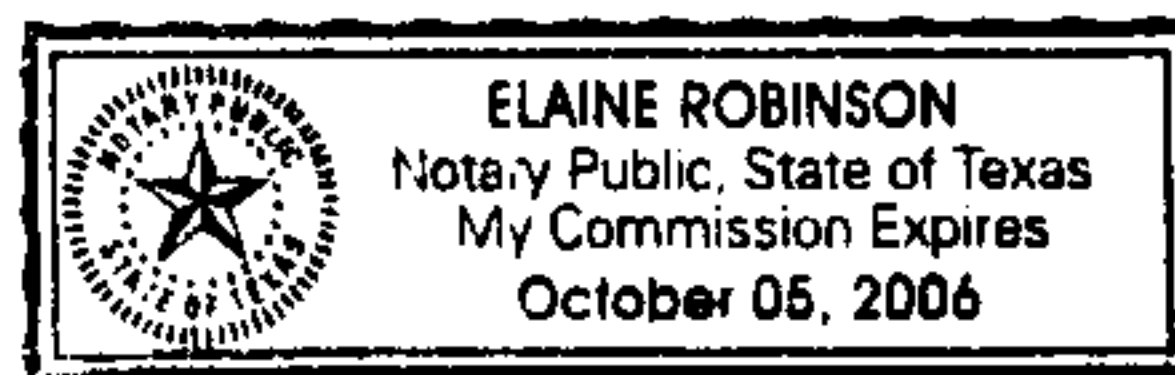
My Commission Expires:

10-05-06STATE OF TEXAS)
) ss.
COUNTY OF MIDLAND)This instrument was acknowledged before me on December 5, 2005, by Sandra Davidson, Manager of James A. "Buddy" Davidson, LLC, a New Mexico limited liability company, General Partner of Quanah Exploration Limited Partnership, a New Mexico limited partnership, on behalf of said limited liability company.Elaine Robinson
Notary Public

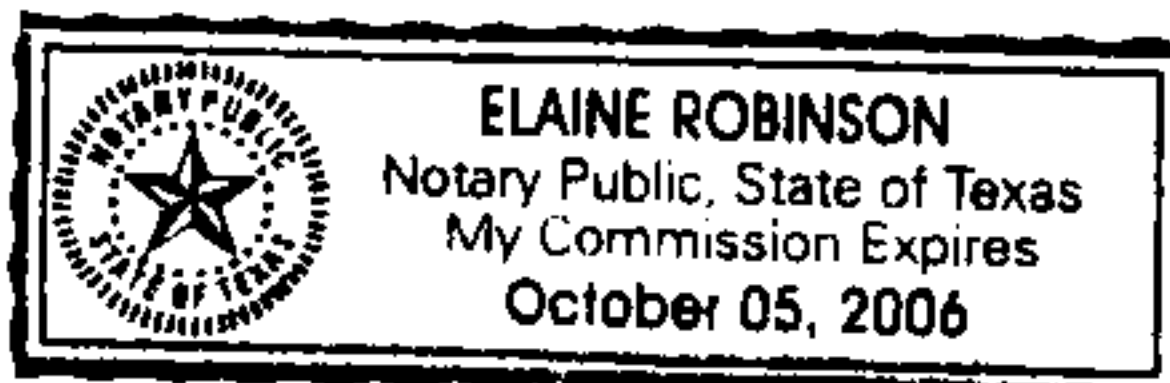
My Commission Expires:

10-05-06STATE OF TEXAS)
) ss.
COUNTY OF MIDLAND)This instrument was acknowledged before me on December 5, 2005, by Sandra L. Davidson, President of the James A. "Buddy" Davidson Charitable Foundation, a Texas non-profit corporation, on behalf of said corporation.Elaine Robinson
Notary Public

My Commission Expires:

10-05-06STATE OF TEXAS)
) ss.
COUNTY OF MIDLAND)This instrument was acknowledged before me on December 5, 2005, by Sandra L. Davidson, a widow, in her individual capacity.Elaine Robinson
Notary Public

My Commission Expires:

10-05-06

BLM 2600
(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 ☒ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

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

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

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

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	a	b	c		
SEE ATTACHED EXHIBIT "A" 315823 <div>RECORDED <u>Dec. 15 2005 4:00 PM</u> IN BOOK <u>1310+6</u> PAGE <u>387</u> FEES \$ <u>22.00</u> COUNTY CLERK SUBLETTE COUNTY PINEBLAKE, WYOMING <i>by Cynthia J. Friel</i></div>	See Exhibit "A"	See Exhibit "A"	See Exhibit "A"	See Exhibit "A"	See Exhibit "A"

FOR BLM USE ONLY. DO NOT WRITE IN THESE SPACES.

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

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

By _____
(Authorized Officer)

(Title)

(Date)

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

TRUE OIL LLC 38.05%
895 West River Cross Road
Casper, WY 82402

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

- The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
- Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the 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 and the authorizing Acts); (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) transferee is not in violation of sec. 41 of the Mineral Leasing Act.
- Transferee's signature to this 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 maintain 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 overriding transfers, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

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

Effective between the parties hereto as of May 3, 2002

Executed this 4th day of JANUARY, 2005
SHERMAN H. NORTON, Jr. and RONDA L. NORTON.

Name of Transferor: husband and wife, as Joint Tenants with Right of Survivorship

Please type or print
Transferor: Sherman H. Norton, Jr.
By: Sherman H. Norton, Jr. (Signature)
Ronda L. Norton
By: Ronda L. Norton (Signature)
407 Troy Avenue
(Transferor's Address)
Lubbock Texas 79416
(City) (State) (Zip Code)

Executed this 18th day of FEBRUARY, 2005

Transferee: WILLIAMS PRODUCTION RMT COMPANY

By: Joseph P. Barrett (Signature)

Attorney-in-fact: Joseph P. Barrett (Signature)

Executed this 18th day of April, 2005

By: C. F. Pickard (Signature)
C. F. Pickard, Attorney-in-Fact (Signature)

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time of reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (DW-110), Denver Federal Center, Building 40, Box 25047, Denver, CO 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1604-0034), Washington, D.C. 20503.

Under penalty of perjury, I certify that no person knowingly and willfully to me, or to any department or agency of the United States any false, fraudulent, or misleading information as to any matter within its jurisdiction.

Attached to and made a part of that certain Transfer of Operating Rights effective May 3, 2002, from Sherman H. Norton, Jr. and Ronda L. Norton, husband and wife, as Joint Tenants with Right of Survivorship, Transferor, to True Oil LLC and Williams Production RMT Company, Transferees.

ACKNOWLEDGMENTS

STATE OF TEXAS)
) SS
COUNTY OF)

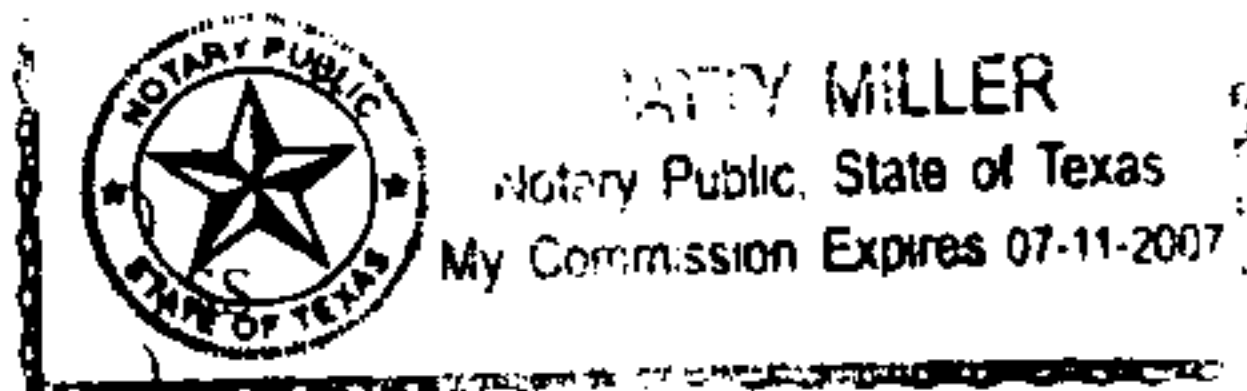
ON this 4th day of January, 2007, before me personally appeared Sherman H. Norton, Jr. known to me and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires: 7-11-07

Patty Miller
Notary Public

STATE OF TEXAS
COUNTY OF



On this 4th day of January, 2007, before me personally appeared Ronda L. Norton known to me and acknowledged to me that she executed the same.

Witness my hand and official seal.

My commission expires: 7-11-07

Patty Miller
Notary Public

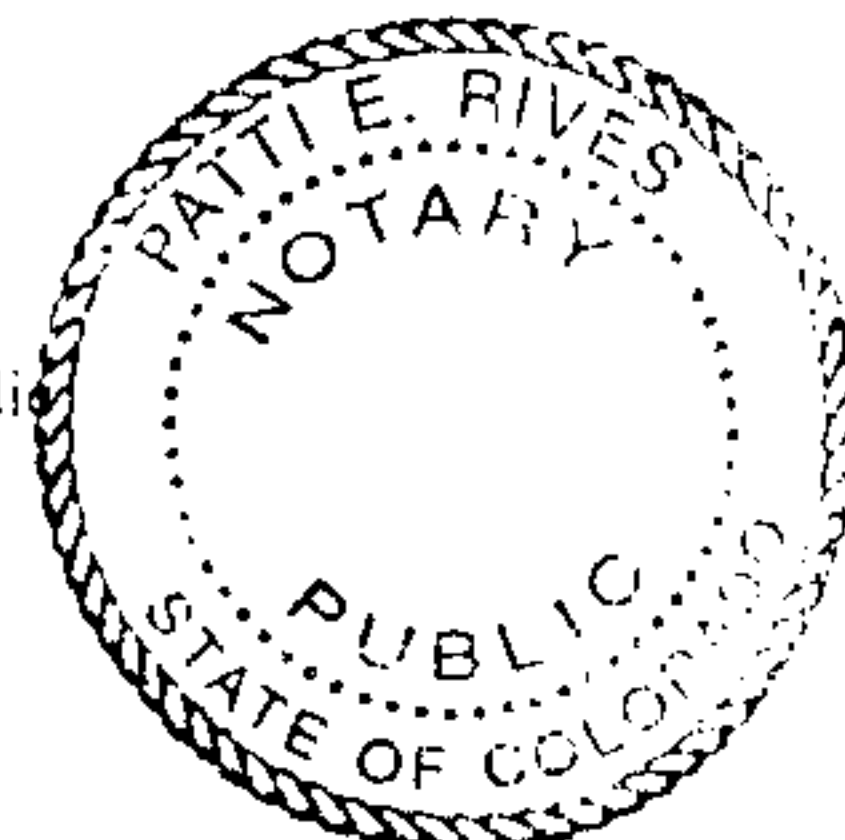
STATE OF COLORADO)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 18 day of Feb., 2007, 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

Pattie E. Rives
Notary Public



STATE OF WYOMING)
) SS
COUNTY OF Natrona

The foregoing instrument was acknowledged before me this 18th day of April, 2004, by C. E. 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

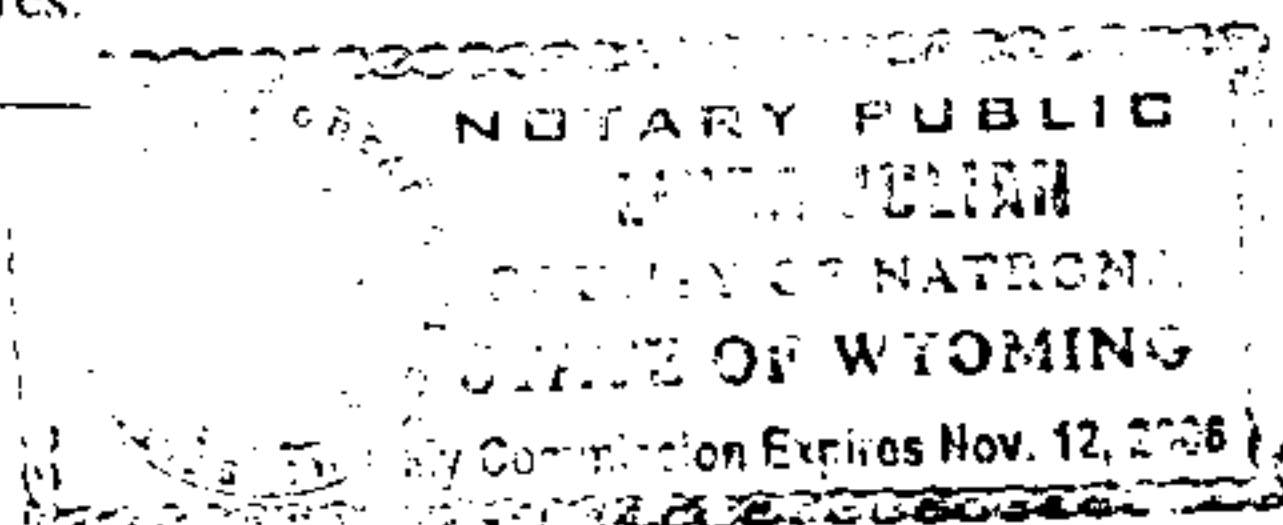


EXHIBIT "A"

Attached to and made a part of that certain Transfer of Operating Rights effective May 3, 2002, as to interests earned herein by the #14-33 Well, and January 1, 2003 as to interests earned by the #16-32 Well, by and between Sherman H. Norton, Jr. and Ronda L. Norton, husband and wife, Joint Tenants with Right of Survivorship, 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 <u>10/20/72</u> Township 30 North, Range 114 West, 6th P.M. Section 33: S/2SW/4, SE/4NW/4SW/4, S/2NE/4SW/4 Section 33: SW/4NW/4SW/4, N/2N/2SW/4, S/2N/2, SE/4 Section 34: W/2SW/4 containing 560.00 acres, more or less		0.45000% *	0.45000% *	None	***	Those of Record
		0.450000% *	0.31500% *	0.13500% *	None	
		0.450000% *	0.31500% *	0.13500% *	None	
WYW-038887 / April 1, 1973 <u>4/25/73</u> Township 29 North, Range 114 West, 6th P.M. Section 4: Lot 4 (21.05) Section 4: SW/4NW/4, S/2NE/4, S/2 Section 5: Lots 1, 2, 3, S/2N/2, S/2 containing 1000.90 acres, more or less		0.22500% *	0.22500% *	None	***	Those of Record
		0.22500% *	0.15750% *	0.06750% *	None	
		0.225000% **	0.15750% **	0.06750% **	None	
WYW-060620 / April 1, 1976 <u>4/4/76</u> 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		1.17000% **	0.81900% **	0.35100% **	None	Those of Record
WYW-062803 / November 1, 1978 <u>2/7/80</u> Township 29 North, Range 114 West, 6th P.M. Section 6: Lots 3 (24.90), 4 (24.35), 5 (31.00), 7 (31.06), SE/4NW/4, E/2SW/4 containing 262.34 acres, more or less		3.60000% **, **	2.52000% **, **	1.08000% **, **	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-069874 / January 1, 1980 <u>2740</u> Township 30 North, Range 114 West, 6th P.M. Section 31: SE/4SE/4 containing 40.00 acres, more or less		3.00000% **	2.10000% **	0.90000% **	None	Those of Record
WYW-157630 / October 1, 1972 Township 30 North, Range 114 West, 6th P.M. Section 33: N/2N/2		0.45000% *	0.31500% *	0.13500% *	None	Those of Record
Section 34: SW/4NE/4, W/2NW/4, SE/4NW/4, E/2SW/4, W/2SE/4 containing 480.00 acres, more or less		0.45000% *	0.31500% *	0.13500% *	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 leasehold interest.

Subject to that certain Farmout Agreement dated December 12, 2001, by and between Wold Oil Properties, Inc., and True Oil Company (as amended to include Williams Production RMT Company, as Operator).

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

Whereas the undersigned **BERCO RESOURCES, LLC**, a Delaware Limited Liability Company, with offices at One Tabor Center, Suite 600, 1200 17th Street, Denver, Colorado 80202, hereinafter referred to as "ASSIGNOR", in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer, convey and set over unto the following:

US Bank, as Trustee for the Berco Resources, LLC
Employee Overriding Royalty Incentive Pool Trust,
dated effective August 1, 2002
918 17th Street
Denver, Colorado 80202

2.50% of 8/8^{ths} ORRI

hereinafter referred to as "ASSIGNEE", being a total of an undivided Two and 5/10ths percent of Eight-Eighths of all the oil, gas and other hydrocarbon substances produced, saved and marketed from the Oil and Gas Lease(s) described in Exhibit "A" attached hereto and made part hereof, insofar and only insofar as said Lease(s) cover and affect the lands described in Exhibit "A", subject to the conditions herein set forth.

The overriding royalty conveyed herein shall be delivered free of any cost to ASSIGNEE, except all severance and other taxes upon or measured by production, and with respect to each lease shall be computed and paid at the same time and in the same manner as royalties payable to the lessor(s) under such lease are computed and paid.

If any lease described in Exhibit "A" covers less than the full fee simple estate in the lands described in Exhibit "A" as being covered by said lease, and/or if the interest of ASSIGNOR in said lease is less than the entire undivided working interest in said lease, and/or such mineral lease participates less than one hundred percent (100%) in any production spacing unit to which it may apply, then the overriding royalty interest conveyed herein with respect to said lease shall be proportionately reduced.

This overriding royalty interest is subject to the terms of the oil and gas leases now held by ASSIGNOR or its assigns covering said lands, and this conveyance shall remain in force and effect under any and all renewals, replacement of oil and gas leases and extensions of the rights of ASSIGNOR acquired within one year of the expiration date of the applicable oil and gas lease.

315842

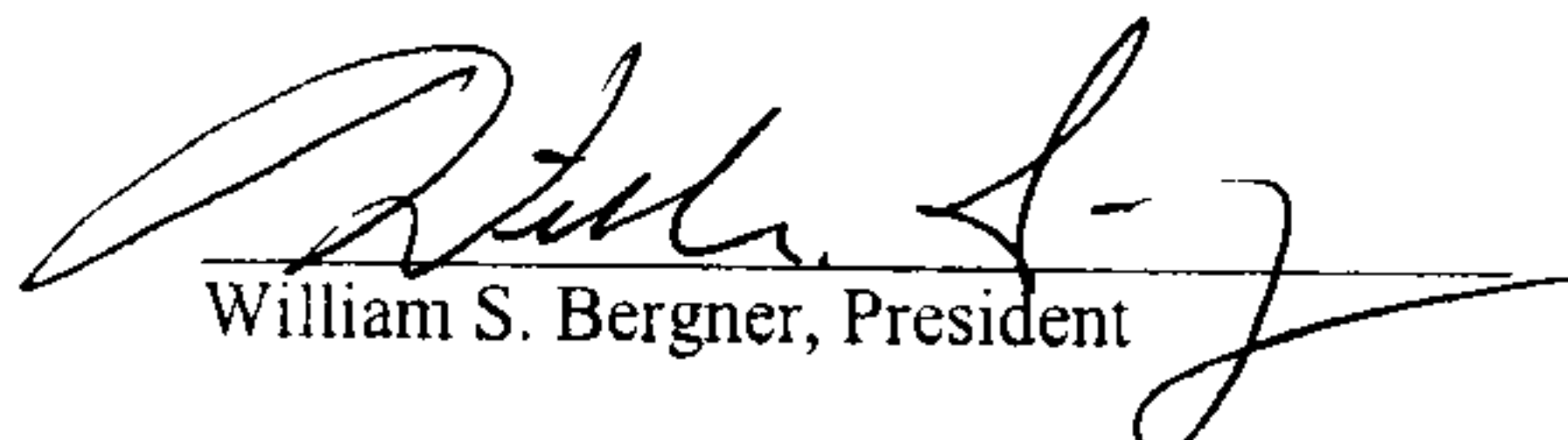
RECORDED	11/16/05 1:40 PM
IN BOOK	131046 PAGE 392
FEES	14.00 COUNTY CLERK
SUBLETTE COUNTY	DALE

bet. 11/16/05 1:40 PM

IN WITNESS WHEREOF, THIS Assignment is executed the 14th day of December 2005, and effective December, 1, 2005.

ASSIGNOR:

BERCO RESOURCES, LLC


William S. Bergner, President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me on December 14, 2005 by William S. Bergner, President of BERCO RESOURCES, LLC, a Delaware Limited Liability Company, on behalf of such Company.

My Commission Expires:

July 13, 2006

Kelly D. Byrd

Notary Public
State of Colorado

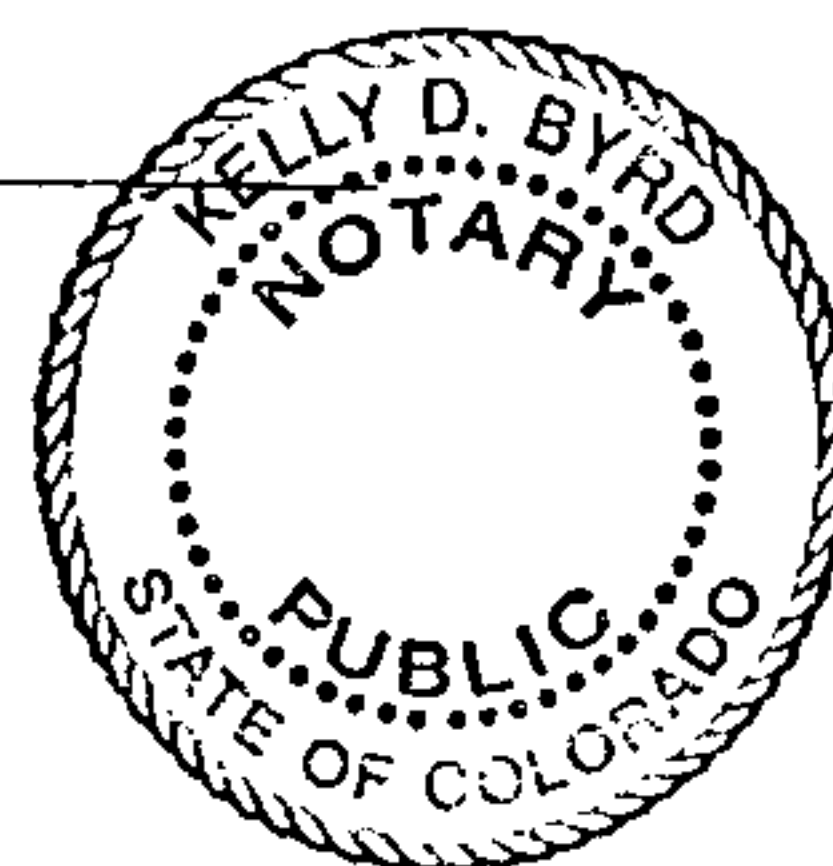


EXHIBIT A - LEASES

STATE: WYOMING
COUNTY: SUBLETTE

LEASE ID	LESSOR	LESSEE	PROSPECT	DATED	BOOK	PAGE	ENTRY	COUNTY	STATE
1823.00 DESC:	USA WYW-056555 TOWNSHIP 30 NORTH, RANGE 112 WEST SEC. 33: S/2N/2	BELCO PETROLEUM CORP	MESAVERDE TREND	SEPTEMBER 1, 1949				SUBLETTE	WYOMING

Dec 16, 2005
 RECORDED *Dec 16, 2005*
 IN BOOK 1310+6 PAGE 395
 FEES \$ 14.00 COUNTY CLERK
 SUBLETTE COUNTY

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

by Cynthia J. F.

Whereas the undersigned **BERCO RESOURCES, LLC**, a Delaware Limited Liability Company, with offices at One Tabor Center, Suite 600, 1200 17th Street, Denver, Colorado 80202, hereinafter referred to as "ASSIGNOR", in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer, convey and set over unto the following:

US Bank, as Trustee for the Berco Resources, LLC
 Employee Overriding Royalty Incentive Pool Trust,
 dated effective August 1, 2002
 918 17th Street
 Denver, Colorado 80202

1.50% of 8/8^{ths} ORRI

hereinafter referred to as "ASSIGNEE", being a total of an undivided One and 50/100ths percent of Eight-Eighths of all the oil, gas and other hydrocarbon substances produced, saved and marketed from the Oil and Gas Lease(s) described in Exhibit "A" attached hereto and made part hereof, insofar and only insofar as said Lease(s) cover and affect the lands described in Exhibit "A", subject to the conditions herein set forth.

The overriding royalty conveyed herein shall be delivered free of any cost to ASSIGNEE, except all severance and other taxes upon or measured by production, and with respect to each lease shall be computed and paid at the same time and in the same manner as royalties payable to the lessor(s) under such lease are computed and paid.

This Assignment is effective immediately, excepting the Bray 21-34 well located in the NW¼ of Section 34, Township 30 North, Range 112 West, Sublette County, Wyoming. With regard to production from this well bore, this assignment is effective after payout of said well and subject to EOG Resources, Inc, its successors or assigns relinquishing its retained overriding royalty interest reserved in Assignment dated effective July 1, 2005 and recorded in Book 131 O&G, Page 375 in the Sublette County records pursuant to the terms of Option Farmout Agreement dated September 16, 2002 as amended. The interests conveyed herein are to be proportionately reduced to the Assignor's interest (70.00%) in the lease described on Exhibit "A" insofar as it covers the lands described therein. In the event there are any infill development wells drilled upon the lands described in Exhibit "A" prior to payout of the Bray-Federal 21-34, the overriding royalty interest conveyed herein shall burden Assignor's interest therein.

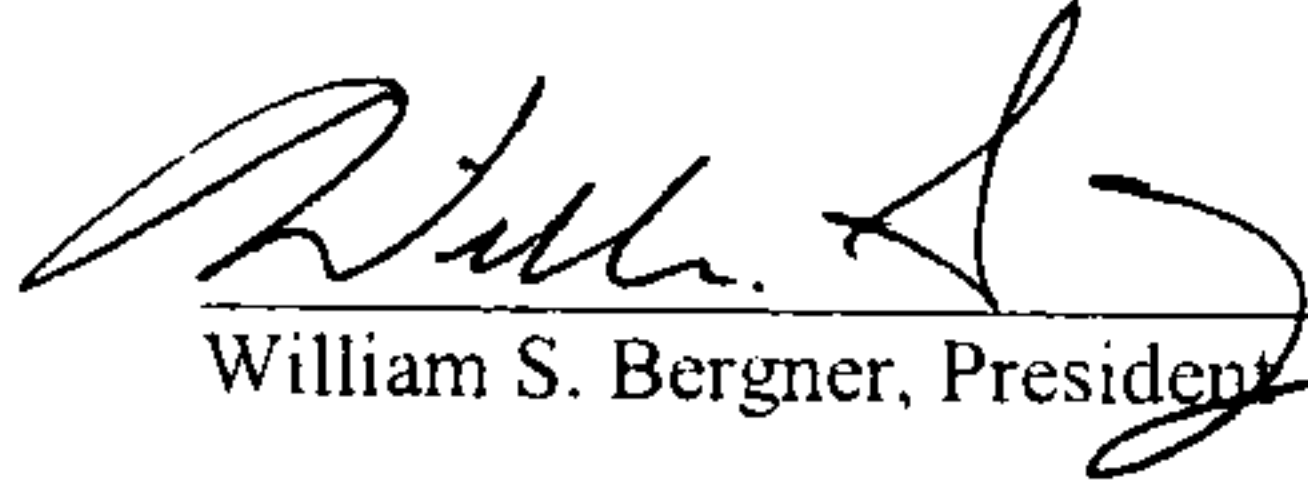
If any lease described in Exhibit "A" covers less than the full fee simple estate in the lands described in Exhibit "A" as being covered by said lease, and/or if the interest of ASSIGNOR in said lease is less than the entire undivided working interest in said lease, and/or such mineral lease participates for less than one hundred percent (100.00%) in any production spacing unit to which it may apply, then the overriding royalty interest conveyed herein with respect to said lease shall be proportionately reduced.

This overriding royalty interest is subject to the terms of the oil and gas leases now held by ASSIGNOR or its assigns covering said lands, and this conveyance shall remain in force and effect under any and all renewals, replacement of oil and gas leases and extensions of the rights of ASSIGNOR acquired within one year of the expiration date of the applicable oil and gas lease.

IN WITNESS WHEREOF, THIS Assignment is executed the 14th day of December 2005, and effective December 1, 2005.

ASSIGNOR:

BERCO RESOURCES, LLC

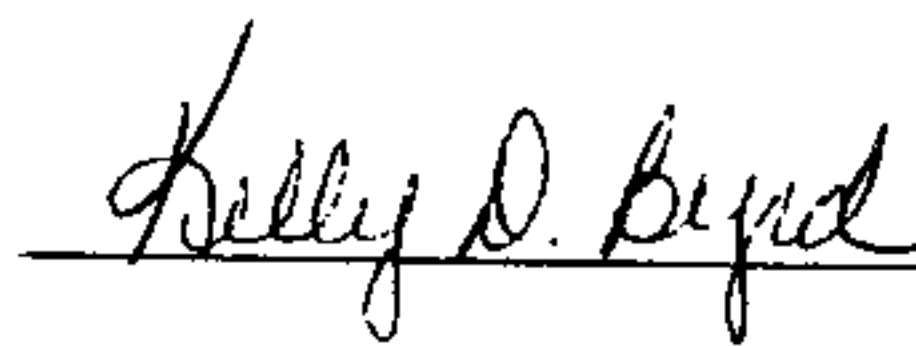

William S. Bergner, President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me on December 14, 2005 by William S. Bergner, President of BERCO RESOURCES, LLC, a Delaware Limited Liability Company, on behalf of such Company.

My Commission Expires:

July 13, 2006



Notary Public
State of Colorado

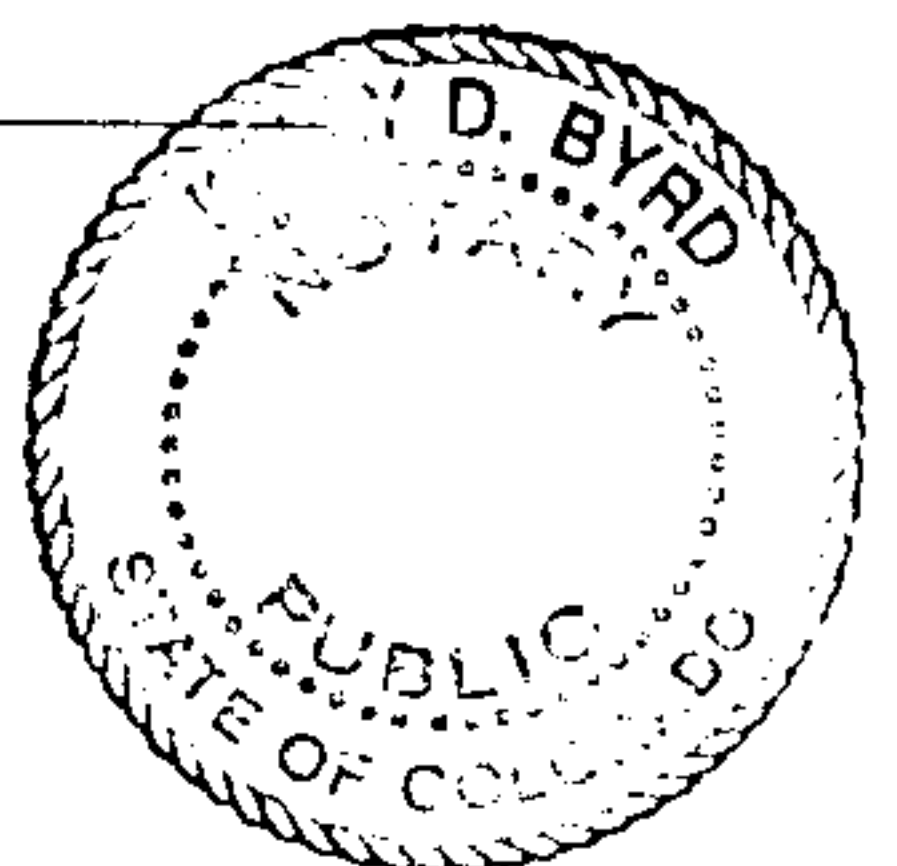


EXHIBIT A - LEASES

STATE: WYOMING
COUNTY: SUBLETTE

LEASE ID	LESSOR	LESSEE	PROSPECT	DATED	BOOK	PAGE	ENTRY	COUNTY	STATE
1819.00 DESC:	USA WYW-055073 TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 33: N/2N/2 SECTION 34: W/2NW/4	BELCO PETROLEUM CORP	MESAVERDE TREND	DECEMBER 1, 1948				SUBLETTE	WYOMING

RECORDED	Dec. 16	05:14:58
IN BOOK	1310+6	PAGE 398
FEES \$	14.00	COUNTY CLERK
SUBLETTE COUNTY, WYOMING		

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST *by Cynthia J. Finn*

Whereas the undersigned **BERCO RESOURCES, LLC**, a Delaware Limited Liability Company, with offices at One Tabor Center, Suite 600, 1200 17th Street, Denver, Colorado 80202, hereinafter referred to as "ASSIGNOR", in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer, convey and set over unto the following:

US Bank, as Trustee for the Berco Resources, LLC	3.3333% of 8/8 ^{ths} ORRI
Employee Overriding Royalty Incentive Pool Trust,	
dated effective August 1, 2002	
918 17 th Street	
Denver, Colorado 80202	


hereinafter referred to as "ASSIGNEE", being a total of an undivided Three and 3,333/10,000ths percent of Eight-Eighths of all the oil, gas and other hydrocarbon substances produced, saved and marketed from the Oil and Gas Lease(s) described in Exhibit "A" attached hereto and made part hereof, insofar and only insofar as said Lease(s) cover and affect the lands described in Exhibit "A", subject to the conditions herein set forth.

The overriding royalty conveyed herein shall be delivered free of any cost to ASSIGNEE, except all severance and other taxes upon or measured by production, and with respect to each lease shall be computed and paid at the same time and in the same manner as royalties payable to the lessor(s) under such lease are computed and paid.

Insofar as this Assignment covers lands in the SW $\frac{1}{4}$ of Section 22, Township 30 North, Range 112 West, Sublette County, Wyoming, it is to be effective after payout of the Alsade 14-22-30-112 well located in the SW $\frac{1}{4}$ of Section 22, Township 30 North, Range 112 West, Sublette County, Wyoming and subject to EnCana Oil & Gas (USA) Inc., its successors or assigns relinquishing its retained overriding royalty interest reserved in Assignment dated effective November 1, 2003 and recorded in Book 128 O&G, Page 632 in the Sublette County records pursuant to the terms of Farmout Agreement dated October 1, 2002 as amended. In the event there are any infill development wells drilled in the SW $\frac{1}{4}$ of Section 22, Township 30 North, Range 112 West, Sublette County, Wyoming prior to payout of the Alsade 14-22-30-112, the overriding royalty interest conveyed herein shall be effective and burden Assignor's interest therein. The interest conveyed herein is to be proportionately reduced to the Assignor's interest (75%) in the lease described on Exhibit "A" insofar as it covers the lands described therein.

This overriding royalty interest is subject to the terms of the oil and gas leases now held by ASSIGNOR or its assigns covering said lands, and this conveyance shall remain in force and effect under any and all renewals, replacement of oil and gas leases and extensions of the rights of ASSIGNOR acquired within one year of the expiration date of the applicable oil and gas lease.

ASSIGNOR:


William S. Bergner, President

This instrument was acknowledged before me on December 14, 2005 by William S. Bergner, President of BERCO RESOURCES, LLC, a Delaware Limited Liability Company, on behalf of such Company.

July 13, 2006

Kelley D. Boyd

EXHIBIT A - LEASES

STATE: WYOMING
COUNTY: SUBLETTE

LEASE ID	LESSOR	LESSEE	PROSPECT	DATED	BOOK	PAGE	ENTRY	COUNTY	STATE
1796.09	ALSADE LIMITED	ENERGY WEST SERVICES LLC	MESAVERDE TREND	JUNE 20, 2001	120	696		SUBLETTE	WYOMING
DESC:	TOWNSHIP 30 NORTH, RANGE 112 WEST SEC. 22: SE1/4NW1/4, NE1/4SW1/4, S1/2S1/2 SEC. 23: S1/2SW1/4, E1/2 (LESS 2 ACRES) SEC. 25: SW1/4 SEC. 26: E1/2, E1/2W1/2, NW1/4NW1/4 SEC. 27: N1/2NE1/4								

315845

131046

RECORDED	10/16/05	1458
IN BOOK	131	PAGE 401
FEES	14.00	COUNTY CLERK
SUBLETTE COUNTY	FILE	WYOMING

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST by Cynthia J. Friel

Whereas the undersigned **BERCO RESOURCES, LLC**, a Delaware Limited Liability Company, with offices at One Tabor Center, Suite 600, 1200 17th Street, Denver, Colorado 80202, hereinafter referred to as "ASSIGNOR", in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer, convey and set over unto the following:

US Bank, as Trustee for the Berco Resources, LLC 1.50% of 8/8th ORRI
Employee Overriding Royalty Incentive Pool Trust,
dated effective August 1, 2002
918 17th Street
Denver, Colorado 80202

hereinafter referred to as "ASSIGNEE", being a total of an undivided One and 50/100ths percent of Eight-Eighths of all the oil, gas and other hydrocarbon substances produced, saved and marketed from the Oil and Gas Lease(s) described in Exhibit "A" attached hereto and made part hereof, insofar and only insofar as said Lease(s) cover and affect the lands described in Exhibit "A", subject to the conditions herein set forth.

The overriding royalty conveyed herein shall be delivered free of any cost to ASSIGNEE, except all severance and other taxes upon or measured by production, and with respect to each lease shall be computed and paid at the same time and in the same manner as royalties payable to the lessor(s) under such lease are computed and paid.

This Assignment is effective immediately, excepting the Bray-Federal 12-27 well located in the NW¼ of Section 27, Township 30 North, Range 112 West, Sublette County, Wyoming. With regard to production from this well bore, this assignment is effective after payout of said well and subject to EOG Resources, Inc, its successors or assigns relinquishing its retained overriding royalty interest reserved in Assignment dated effective February 1, 2005 and recorded in Book 131 O&G, Page 379 in the Sublette County records pursuant to the terms of Option Farmout Agreement dated September 16, 2002 as amended. The interests conveyed herein are to be proportionately reduced to the Assignor's interest (70.00%) in the lease described on Exhibit "A" insofar as it covers the lands described therein. In the event there are any infill development wells are drilled upon the lands described in Exhibit "A" prior to payout of the Bray-Federal 12-27, the overriding royalty interest conveyed herein shall burden Assignor's interest therein.

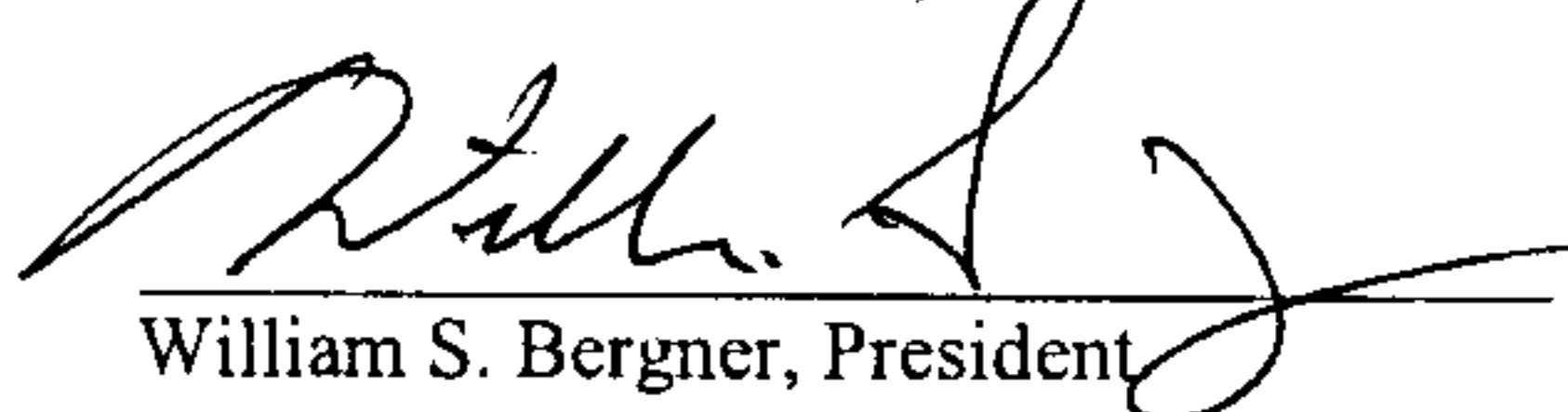
If any lease described in Exhibit "A" covers less than the full fee simple estate in the lands described in Exhibit "A" as being covered by said lease, and/or if the interest of ASSIGNOR in said lease is less than the entire undivided working interest in said lease, and/or such mineral lease participates for less than one hundred percent (100.00%) in any production spacing unit to which it may apply, then the overriding royalty interest conveyed herein with respect to said lease shall be proportionately reduced.

This overriding royalty interest is subject to the terms of the oil and gas leases now held by ASSIGNOR or its assigns covering said lands, and this conveyance shall remain in force and effect under any and all renewals, replacement of oil and gas leases and extensions of the rights of ASSIGNOR acquired within one year of the expiration date of the applicable oil and gas lease.

IN WITNESS WHEREOF, THIS Assignment is executed the 14th day of December 2005, and effective December 1, 2005.

ASSIGNOR:

BERCO RESOURCES, LLC

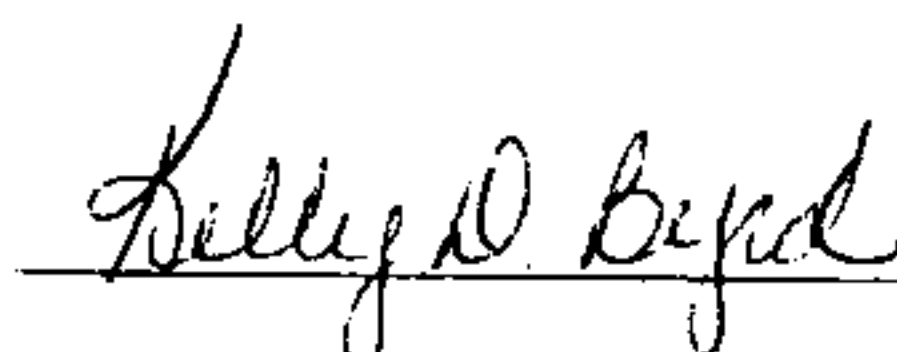

William S. Bergner, President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me on December 14, 2005 by William S. Bergner, President of BERCO RESOURCES, LLC, a Delaware Limited Liability Company, on behalf of such Company.

My Commission Expires:

July 13, 2006



Notary Public
State of Colorado

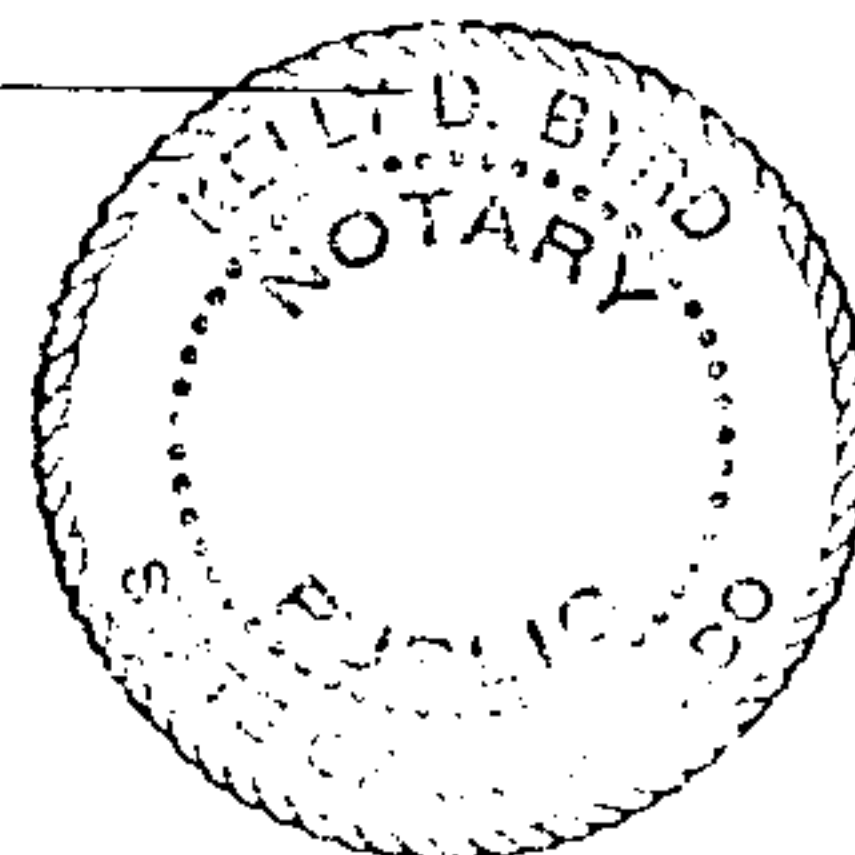


EXHIBIT A - LEASES

STATE: WYOMING
COUNTY: SUBLETTE

LEASE ID	LESSOR	LESSEE	PROSPECT	DATED	BOOK	PAGE	ENTRY	COUNTY	STATE
1819.00	USA WYW-055073	BELCO PETROLEUM CORP	MESAVERDE TREND	DECEMBER 1, 1948				SUBLETTE	WYOMING
DESC:	TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 27: W/2								

404
315846

RECORDED	DEC. 16	05:11:45P.
IN BOOK	1310+6	PAGE 404
FEES \$	14.00	COUNTY CLERK
SUBLETTE CO.		LE WYOMING

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

by Cynthia J. Finca

Whereas the undersigned **BERCO RESOURCES, LLC**, a Delaware Limited Liability Company, with offices at One Tabor Center, Suite 600, 1200 17th Street, Denver, Colorado 80202, hereinafter referred to as "ASSIGNOR", in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer, convey and set over unto the following:

US Bank, as Trustee for the Berco Resources, LLC 7.34% of 8/8^{ths} ORRI
Employee Overriding Royalty Incentive Pool Trust,
dated effective August 1, 2002
918 17th Street
Denver, Colorado 80202

hereinafter referred to as "ASSIGNEE", being a total of an undivided Seven and 34/100ths percent of Eight-Eighths of all the oil, gas and other hydrocarbon substances produced, saved and marketed from the Oil and Gas Lease(s) described in Exhibit "A" attached hereto and made part hereof, insofar and only insofar as said Lease(s) cover and affect the lands described in Exhibit "A", subject to the conditions herein set forth.

The overriding royalty conveyed herein shall be delivered free of any cost to ASSIGNEE, except all severance and other taxes upon or measured by production, and with respect to each lease shall be computed and paid at the same time and in the same manner as royalties payable to the lessor(s) under such lease are computed and paid.

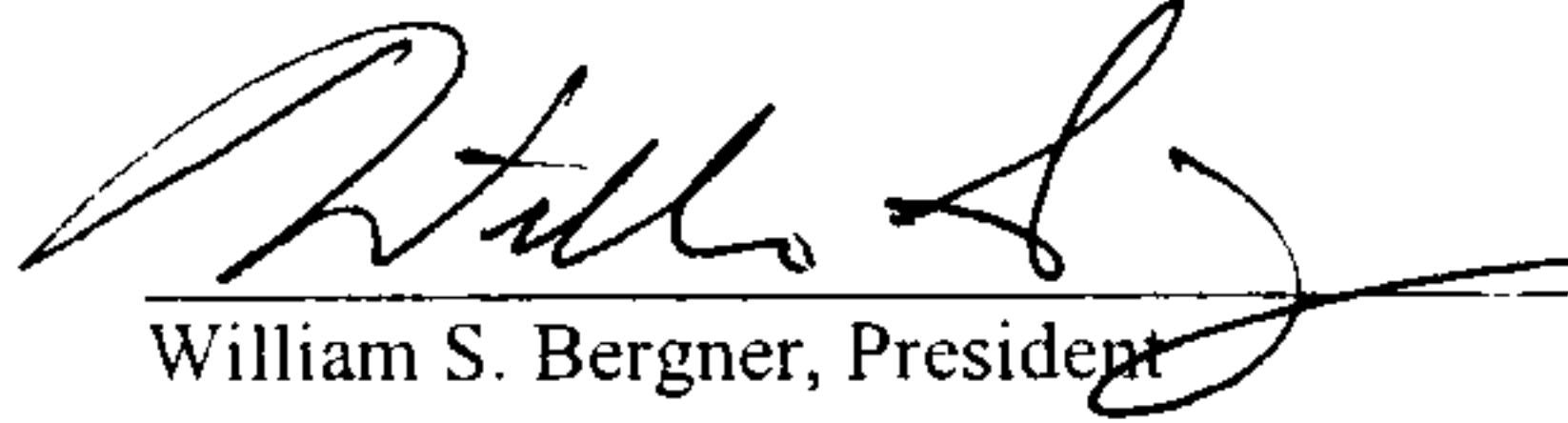
If any lease described in Exhibit "A" covers less than the full fee simple estate in the lands described in Exhibit "A" as being covered by said lease, and/or if the interest of ASSIGNOR in said lease is less than the entire undivided working interest in said lease, and/or such mineral lease participates less than one hundred percent (100%) in any production spacing unit to which it may apply, then the overriding royalty interest conveyed herein with respect to said lease shall be proportionately reduced.

This overriding royalty interest is subject to the terms of the oil and gas leases now held by ASSIGNOR or its assigns covering said lands, and this conveyance shall remain in force and effect under any and all renewals, replacement of oil and gas leases and extensions of the rights of ASSIGNOR acquired within one year of the expiration date of the applicable oil and gas lease.

IN WITNESS WHEREOF, THIS Assignment is executed the 14th day of December 2005, and effective December 1, 2005.

ASSIGNOR:

BERCO RESOURCES, LLC

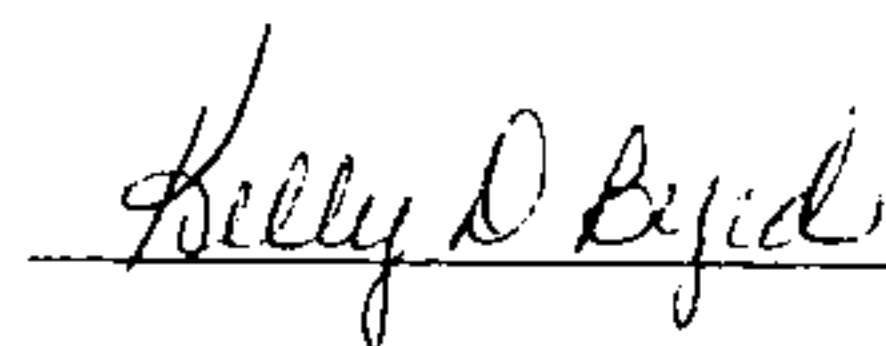

William S. Bergner, President

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

This instrument was acknowledged before me on December 14, 2005 by William S. Bergner, President of BERCO RESOURCES, LLC, a Delaware Limited Liability Company, on behalf of such Company.

My Commission Expires:

July 13, 2006



Notary Public
State of Colorado

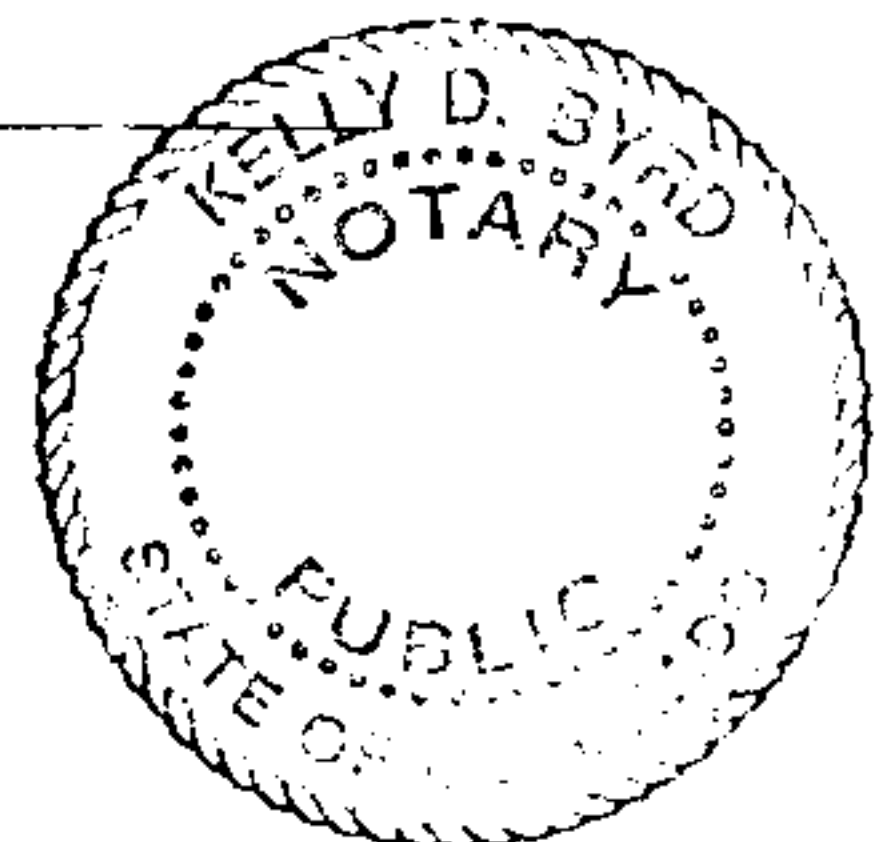


EXHIBIT A - LEASES

STATE: WYOMING
COUNTY: SUBLETTE

LEASE ID	LESSOR	LESSEE	PROSPECT	DATED	BOOK	PAGE	ENTRY	COUNTY	STATE
1820.00 DESC:	USA WYW-140407 TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 27: SW/4SE/4	HANSON & STRAHN, INC.	MESAVERDE TREND	DECEMBER 1, 1996				SUBLETTE	WYOMING

Form 3006-3
(October 1992)

RECEIVED

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1995

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

96 NOV 22 AM 9:00

RECEIVED
CHEYENNE, WYOMING

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

Lease Serial No.

WYW-015314

Lease Effective Date
(Anniversary Date)

6/1/52

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Burlington Resources Oil & Gas Company
Street P O Box 51810
City, State, ZIP Code Midland, TX 79710-1810

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

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

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

2. This assignment conveys the following interest:

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. a	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned b	Conveyed c	Retained d	Reserved e	Previously reserved or conveyed f
Township 30 North, Range 108 West, 6th P.M. Section 9: S2 Section 11: S2 Section 14: SW Section 15: All Containing 1440.00 acres, more or less Sublette County, Wyoming	66.6667%	66.6667%	-0-	None	Of Record
<div>315869</div> <div>RECORDED DEC 19 20 05 11:20AM</div> <div>IN BOOK 131 O & M PAGE 407</div> <div>FEES \$ 14.00 COUNTY CLERK</div> <div>SUBLETTE COUNTY, WYOMING</div> <div>By Cynthia J. Friel</div> <div>CERTIFIED to be a true and comparative copy of the official records on file NOV 23 2005</div> <div>BUREAU OF LAND MANAGEMENT</div> <div>ORIGINAL</div> <div>101</div>					

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

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

☐ Assignment approved for above described lands;

☒ Assignment approved for attached land description

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

Assignment approved effective DEC 01 1996

By Jamela J. Lewis
(Authorized Officer)

Chief, Leasable Minerals Section
(Title)

FEB 20 1997
(Date)

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

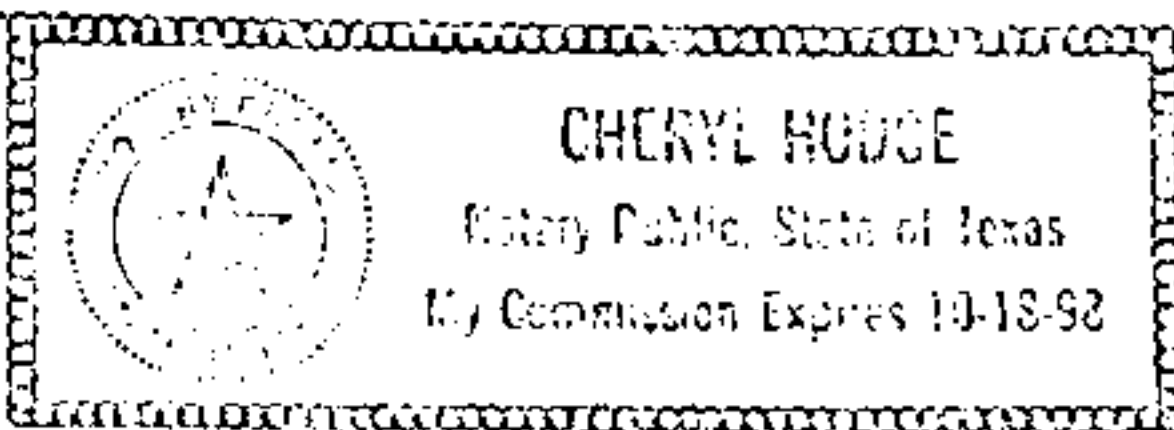
STATE OF TEXAS)

COUNTY OF MIDLAND) § 1003

BEFORE ME, the undersigned authority, on this day personally appeared Dennis Sledge, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact of BURLINGTON RESOURCES OIL & GAS COMPANY, formerly MERIDIAN OIL INC., a 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 31st day of October, 1996.

My commission expires:



Notary Public:

Cheryl Hodge

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 30th day of October, 19 96

Executed this 31st day of October, 19 96

Name of Assignor as shown on current lease El Paso Natural Gas Company
Please type or print

Burlington Resources Oil & Gas Company

Assignor _____
(Signature)

Assignee _____
(Signature)

or
Attorney-in-fact Rolando I. Trevino
(Signature)

or
Attorney-in-fact Dennis Sledge
(Signature)

P.O. Box 1492
(Assignor's Address)

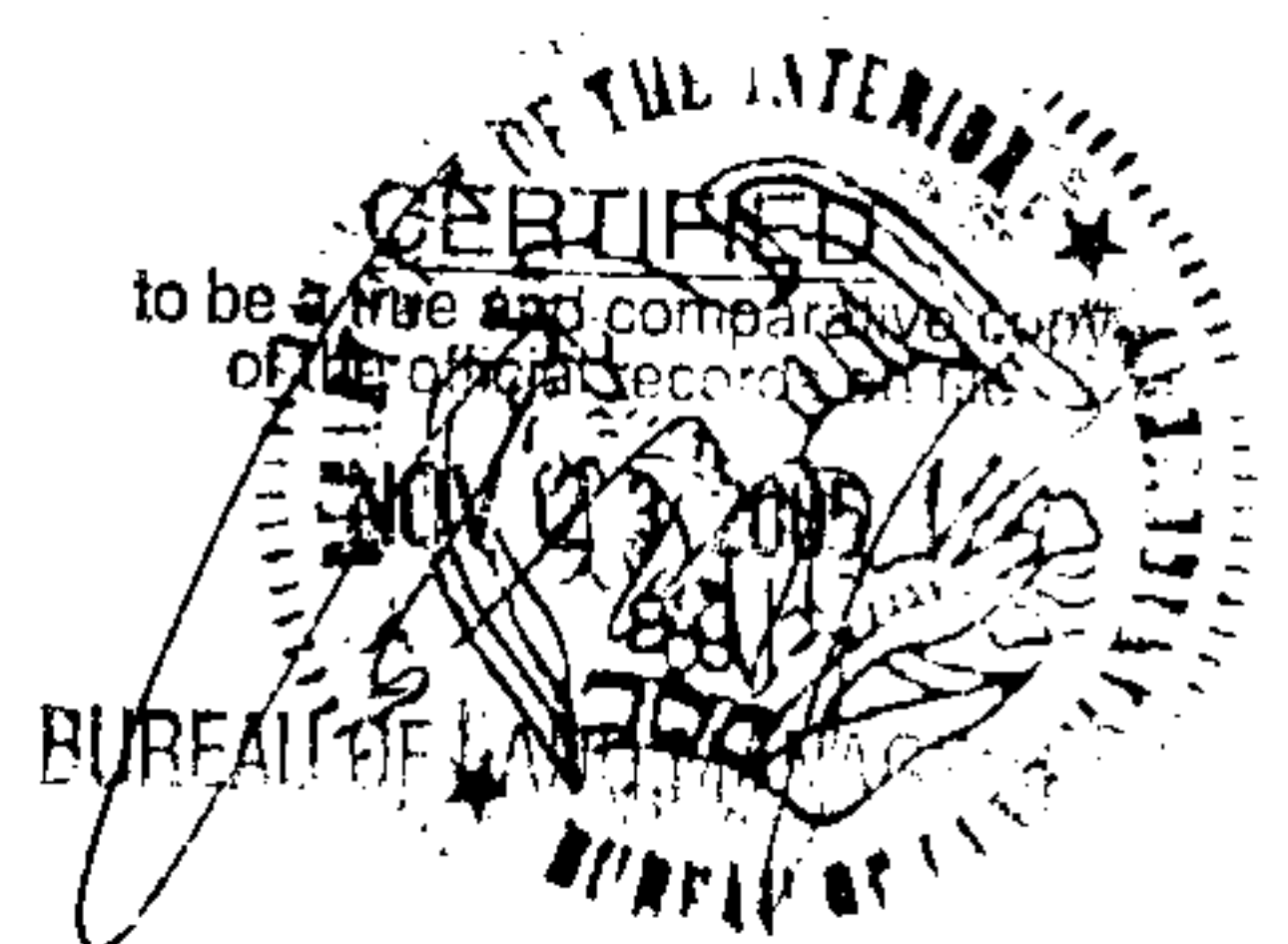
El Paso, TX 79978
(City) (State) (Zip Code)

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (W)-771, 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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

T. 30 N., R. 108 W., 6th Prin. Mer, WY
Sec. 9: S2
10: S2
14: SW
15: A11

1440.00 acres



315871

76912

RECORDED	DEC 19 1964	0511:38 PM
IN BOOK	1310+M	PAGE 410
FEES	8.00	COUNTY CLERK
SUBLETTE COUNTY	WYOMING	

ASSIGNMENT

RECEIVED
 County of Sublette, Wyoming
 1964
 7 8 9 10 11 12 1 2 3 4 5 6 PM

by *Mary L. Friel*
Cynthia G. Friel

KNOW ALL MEN BY THESE PRESENTS, That:

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

That certain oil and gas lease dated July 1, 1951 with the United States as Lessor and bearing Cheyenne, Wyoming Federal Land Office Serial Number Wyoming 06934 insofar as it pertains to the following described lands located in Sublette County, Wyoming:

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

Section 6: Lots 1, 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$
 Section 7: Lots 3, 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$

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

Section 19: E $\frac{1}{2}$
 Section 29: W $\frac{1}{2}$
 Section 31: E $\frac{1}{2}$

Township 30 North, Range 109 West, 6th P.M.

Section 11: SE $\frac{1}{4}$
 Section 12: S $\frac{1}{2}$

COMMITTED TO

N.D. 14-03-001-1631

APPROVED

containing 2,045.94 acres,
 more or less

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

EXECUTED this 7th day of August, 1964.

CONTINENTAL OIL COMPANY

By *R.L. Manning*
 Attorney in Fact

STATE OF WYOMINGCOUNTY OF NATRONA

ss

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

My commission expires April 26, 1965.

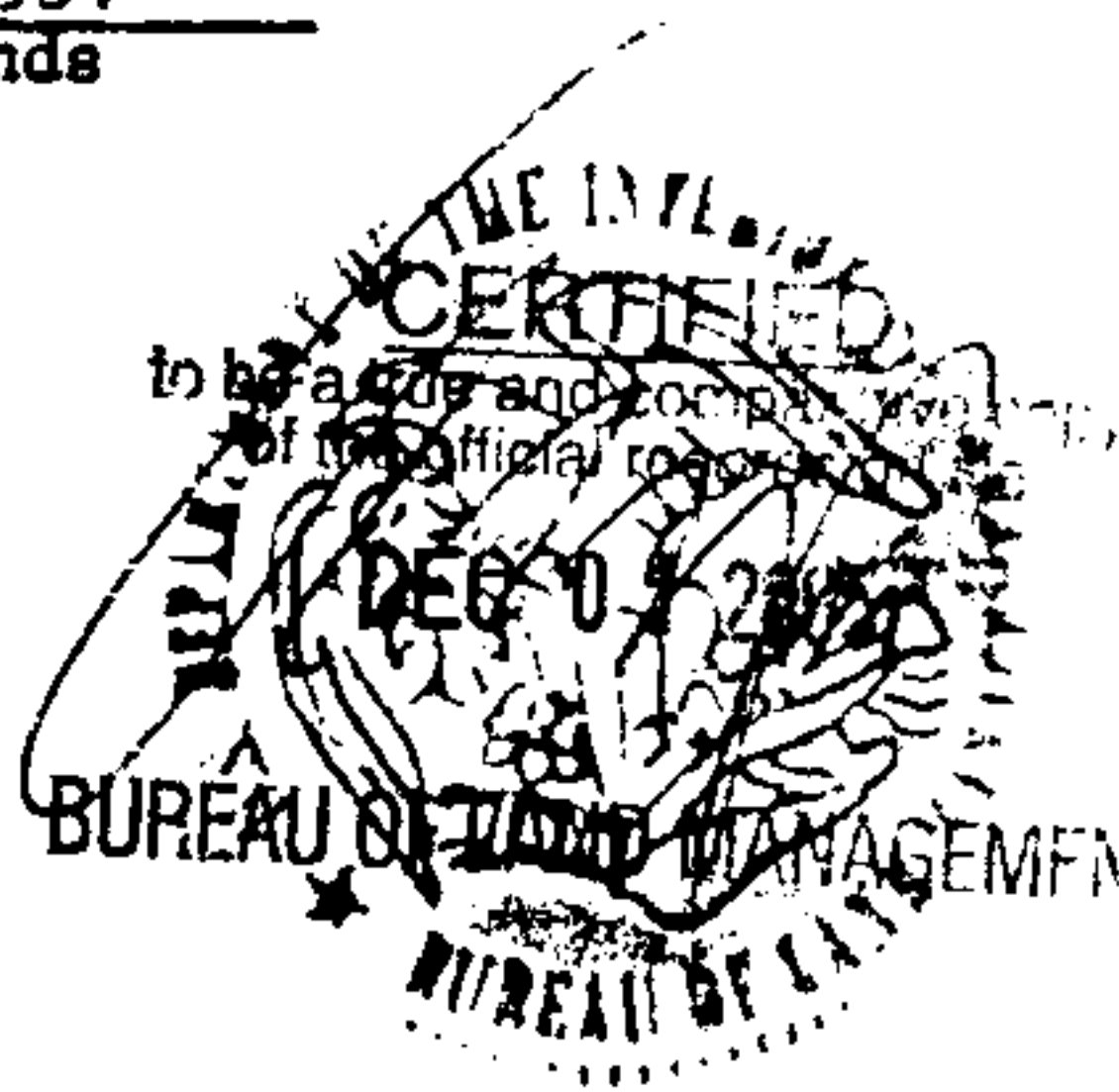
Witness my hand and official seal.

Assignment Approved Effective OCT 1-1964

R.L. Manning
 Notary Public

D. B. Morgan
 Assistant

LAND OFFICE BOOK



SUBLETTE County, State of WYOMING

315938

2005 1200PM

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IN BOOK	1310+1 PAGE 411
FEES \$	11.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING	

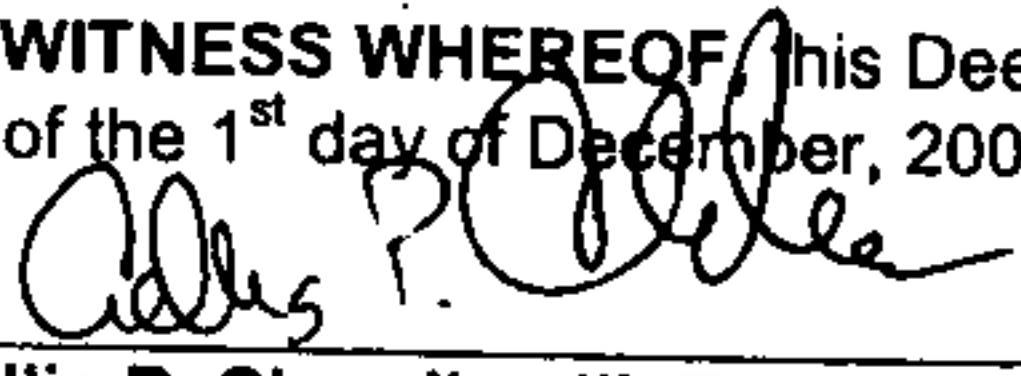
MINERAL, ROYALTY, OVERRIDING ROYALTY AND NET PROFITS INTEREST
ASSIGNMENT AND QUITCLAIM DEED

This Deed is made this 1st day of December, 2005, from COLLIS P. CHANDLER, III, Trustee of the COLLIS P. CHANDLER, JR. TRUST and/or COLLIS P. CHANDLER, III, individually, having an address of 475 Seventeenth Street, Suite 1210, Denver, Colorado 80202 (jointly referred to as "Grantor") to OIL PROPERTIES HOLDING II, LLC, a Colorado limited liability company, having an address of 475 Seventeenth Street, Suite 1210, Denver, Colorado 80202 ("Grantee").

WITNESSETH, that...for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR does hereby sell, assign, transfer, grant, bargain, convey, and quitclaim unto GRANTEE, all right, title, interest, and claim, OF WHATEVER NATURE, which the GRANTOR owns within Sublette County, State of Wyoming. The exhibit(s) attached hereto and made a part hereof more particularly describe the interests conveyed herein, however, whether or not an interest is specifically depicted in such exhibit(s), it is the intent of GRANTOR to transfer and convey to GRANTEE all interests owned by GRANTOR within Sublette County, State of Wyoming.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto, of all interest, equity and claim whatsoever the GRANTOR may have, either in law or equity, for the proper use, benefit and behalf of GRANTEE forever. This conveyance is made without warranty, expressed or implied.

IN WITNESS WHEREOF, this Deed is executed as of the day and year first above written, but effective as of the 1st day of December, 2005 for all purposes.


Collis P. Chandler, III, Executor of the
Estate of Collis P. Chandler, Jr.


Collis P. Chandler, III, individually

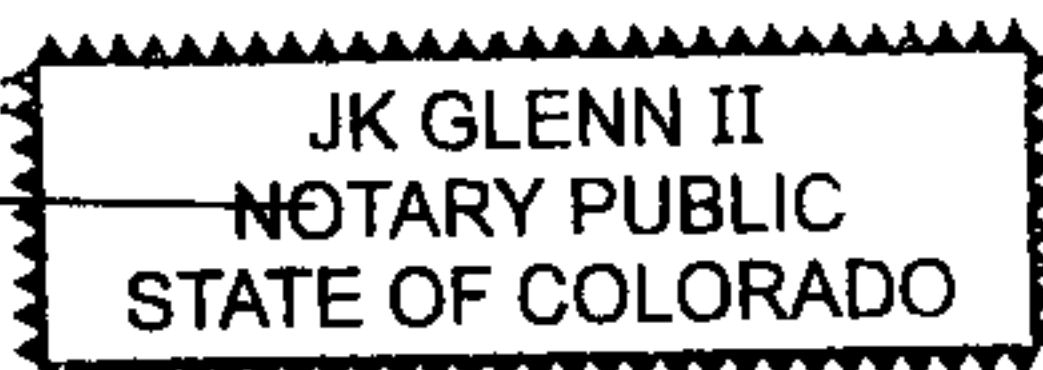
ACKNOWLEDGMENT
(Individual)

State of Colorado }
 } SS.
County of Denver }

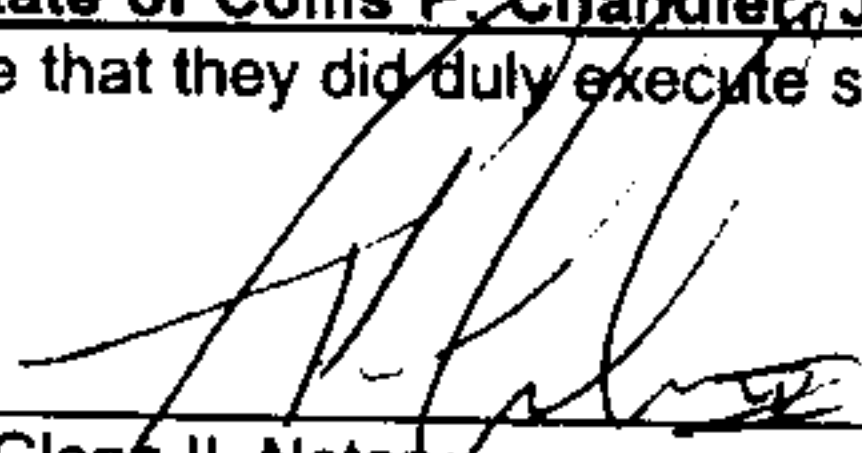
Before me, the undersigned, a Notary Public, in and for said County and State, on this 1st day of December, 2005, personally appeared Collis P. Chandler, III, Executor of the Estate of Collis P. Chandler, Jr., who executed the within and foregoing instrument of writing and acknowledged to me that they did duly execute said instrument for the purposes and consideration therein expressed.

My commission expires: 11/14/06

(Seal)



My Commission Expires 11/14/2006

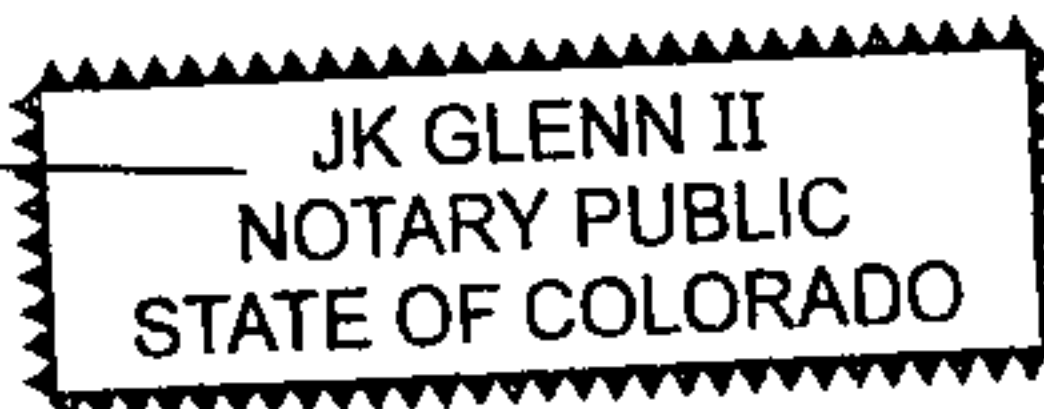

JK Glenn II, Notary
475 17th Street, Suite 1210, Denver, CO 80202

State of Colorado }
 } SS.
County of Denver }

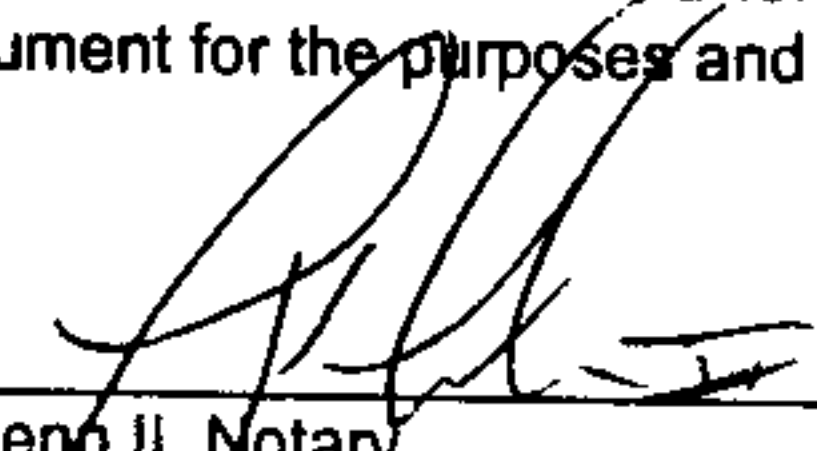
Before me, the undersigned, a Notary Public, in and for said County and State, on this 1st day of December, 2005, personally appeared Collis P. Chandler, III, individually, who executed the within and foregoing instrument of writing and acknowledged to me that they did duly execute said instrument for the purposes and consideration therein expressed.

My commission expires: 11/14/06

(Seal)



My Commission Expires 11/14/2006


JK Glenn II, Notary
475 17th Street, Suite 1210, Denver, CO 80202

Prepared by Jennifer Foy

Please return to Collis P. Chandler, III, 475 Seventeenth Street, Suite 1210, Denver, CO 80202

CHURCHILL WELLS**Sublette County, Wyoming**

WELL	API	SEC	TWP	RNG	QTR
FOGARTY CREEK #10-8	49-035-2048700	8	28N	114W	NENW
FOGARTY CREEK #1-32	49-035-2032600	32	28N	114W	SWSE
FOGARTY CREEK #1-8	49-035-2027300	8	28N	114W	SESW
FOGARTY CREEK #2-16	49-035-2034900	16	28N	114W	SWNW
FOGARTY CREEK #4-17	49-035-2039600	17	28N	114W	SWSE
FOGARTY CREEK #6-16	49-035-2041600	16	28N	114W	SWSE
FOGARTY CREEK #8-20	49-035-2041400	20	28N	114W	LOT 11
FOGARTY CREEK #9-21	49-035-2048900	21	28N	114W	NESW

ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS

This ASSIGNMENT OF OVERRIDING ROYALTY INTERESTS (this “Assignment”), effective as of 7:00 a.m., Mountain Standard Time, December 1, 2005 (the “Effective Time”), is made by ANSCHUTZ RESOURCES CORPORATION, a Delaware corporation, ANSCHUTZ EXPLORATION CORPORATION, a Delaware corporation, acting on behalf of the Anschutz Exploration Corporation Royalty Pool, WILLIAM J. MILLER and NANCY MILLER, TYTAN MINERALS COMPANY, LLC, a Colorado limited liability company, HAL B. KOERNER, JR. and DIANE LYNN KOERNER, SCOTT HAJICEK and MARILYN S. HAJICEK, DOLLY FAMILY LLLP, a Colorado limited liability limited partnership, GARY M. YOUNG, MARGUERITE K. TIMBEL and NED R. TIMBEL, and PIEDMONT MINERALS COMPANY, a Colorado general partnership (each an “Assignor” and collectively, “Assignors”).

For good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by Assignors, Assignors do hereby grant, bargain, transfer, convey, set over, assign and deliver unto the following assignees (collectively, "Assignees"), in the undivided percentages set forth below, all of Assignors' right, title, interest and associated obligations in and to the Interests (defined below):

MAP2003-NET, an Oklahoma general partnership c/o Mineral Acquisition Partners, Inc. 100 Park Avenue, Suite 1008 Oklahoma City, Oklahoma 73102 Tax ID# 06-1666904	47.50%
--	--------

MAP2004-OK, an Oklahoma general partnership c/o Mineral Acquisition Partners, Inc. 100 Park Avenue, Suite 1008 Oklahoma City, Oklahoma 73102 Tax ID# 20-1068222	47.50%
---	--------

Century 2000 Royalty Partnership,
an Oklahoma general partnership 5.00%
c/o Charles W. Brown
P.O. Box 587
Marlow, Oklahoma 73055-0587
Tax ID#73-1582130

RECORD F. DEC. 20 2005 3:30 PM
IN BOOK 1310 + M PAGE 413
FEES 80.00 COUNTY CLERK
SUBLETTE CO. WY. WYOMING

by Cynthia J. Friel

As used herein, the term “Interests” means the following:

(i) all of Assignors' right, title and interest in and to the overriding royalty interests in and to the leases described on Exhibit A hereto (the "Leases") insofar and only insofar as the Leases cover the lands specifically described on Exhibit A (the "Lands") (such overriding royalty interests are hereafter called the "ORRI"); and

(ii) all rights and interests in or derived from designation of pooled units, unit agreements, orders or decisions of state and federal regulatory authorities establishing units and enhanced recovery and injection agreements, if any, insofar and only insofar as they relate to the ORRI.

It is the intent of Assignors to convey to Assignees all of their interests in overriding royalty interests in and to the Leases insofar and only insofar as the Leases cover the Lands.

TO HAVE AND TO HOLD the Interests unto Assignees, their respective successors and assigns, forever.

This Assignment is made and accepted subject to the following:

1. Each Assignor, with respect to that portion of the Interests attributable to such Assignor, shall defend title to such Interests unto Assignees against every person lawfully claiming such Interests or any part thereof, by, through or under such 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, each Assignor gives and grants to Assignees, their respective 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 that portion of the Interests attributable to such Assignor or any part thereof.

2. All liabilities and obligations of Assignors hereunder shall be several and not joint and several. Each Assignor shall be responsible for and bear only its proportionate share (in accordance with the proportionate interests of such Assignor) of the aggregate liabilities and obligations of Assignors to Assignees hereunder.

3. From and after the date hereof:

(a) Assignees shall indemnify and save and hold harmless each Assignor against all claims, costs, expenses and liabilities incurred in connection with the ownership of the Interests, which accrue or relate to the period after the date hereof including, without limitation, court costs and reasonable attorneys' fees incurred in enforcing this indemnity.

(b) Each Assignor shall, severally and not jointly, indemnify and save and hold harmless Assignees against all claims, costs, expenses and liabilities incurred in connection with the ownership of such Assignor's Interests, which accrue or relate to the period prior to the date hereof including, without limitation (i) amounts due for severance taxes due with respect to production prior to the date hereof, and (ii) court costs and reasonable attorneys' fees incurred in enforcing this indemnity.

(c) The representations, covenants, agreements and indemnities included or provided for in this Section 3 shall survive for the period of one year after the date hereof.

4. 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.

5. Separate assignments of the interests may be executed on officially approved forms by Assignors 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.

6. This Assignment may be executed by Assignors in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument.

[Signature Pages Follow]

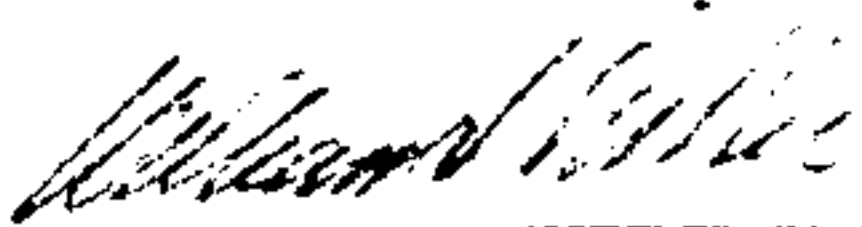
EXECUTED by each Assignor on the date set forth in its respective acknowledgment block, but effective for all purposes as of the Effective Time.

ASSIGNORS


ANSCHUTZ RESOURCES CORPORATION,
a Delaware corporation

By: 
William J. Miller, President

ANSCHUTZ EXPLORATION
CORPORATION, a Delaware corporation,
acting on behalf of the Anschutz Exploration
Corporation Royalty Pool

By: 
William J. Miller, President

TYTAN MINERALS COMPANY, LLC, a
Colorado limited liability company

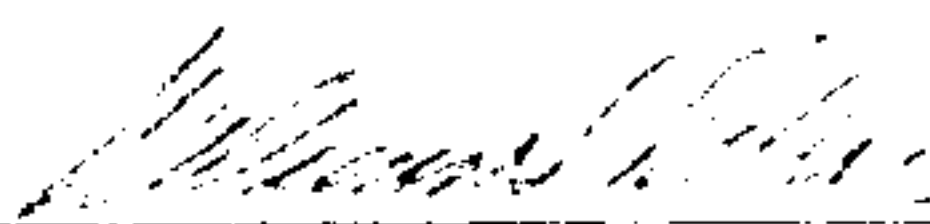
By: 
Pamela S. Kalstrom, Manager

DOLLY FAMILY LLLP, a Colorado limited
liability limited partnership


By: _____
Edward D. Dolly, General Partner

PIEDMONT MINERALS COMPANY, a
Colorado general partnership

By: _____
Name: _____
Title: _____



William J. Miller



Nancy Miller

Hal B. Koerner, Jr.

Diane Lynn Koerner

Scott Hajicek

Marilyn D. Hajicek

Gary M. Young

Marguerite K. Timbel

Ned R. Timbel

William J. Miller

Nancy Miller

Hal B. Koerner, Jr.

Diane Lynn Koerner

Scott Hajicek

Marilyn D. Hajicek


Gary M. Young

Marguerite K. Timbel

Ned R. Timbel

EXECUTED by each Assignor on the date set forth in its respective acknowledgment block, but effective for all purposes as of the Effective Time.

ASSIGNORS

ANSCHUTZ RESOURCES CORPORATION,
a Delaware corporation

By: _____
William J. Miller, President

ANSCHUTZ EXPLORATION
CORPORATION, a Delaware corporation,
acting on behalf of the Anschutz Exploration
Corporation Royalty Pool

By: _____
William J. Miller, President

TYTAN MINERALS COMPANY, LLC, a
Colorado limited liability company

By: _____
Pamela S. Kalstrom, Manager

DOLLY FAMILY LLLP, a Colorado limited
liability limited partnership

By: Edward D. Dolly
Edward D. Dolly, General Partner

PIEDMONT MINERALS COMPANY, a
Colorado general partnership

By: _____
Name: _____
Title: _____

EXECUTED by each Assignor on the date set forth in its respective acknowledgment block, but effective for all purposes as of the Effective Time.

ASSIGNORS

ANSCHUTZ RESOURCES CORPORATION,
a Delaware corporation

By: _____
William J. Miller, President

ANSCHUTZ EXPLORATION
CORPORATION, a Delaware corporation,
acting on behalf of the Anschutz Exploration
Corporation Royalty Pool

By: _____
William J. Miller, President

TYTAN MINERALS COMPANY, LLC, a
Colorado limited liability company

By: _____
Pamela S. Kalstrom, Manager

DOLLY FAMILY LLLP, a Colorado limited
liability limited partnership

By: _____
Edward D. Dolly, General Partner

PIEDMONT MINERALS COMPANY, a
Colorado general partnership

By: Miles A. Williams
Miles A. Williams, General Partner

William J. Miller

William J. Miller

Nancy Miller

Nancy Miller

Hal B. Koerner, Jr.

Hal B. Koerner, Jr.

Diane Lynn Koerner

Diane Lynn Koerner

Scott Hajicek

Scott Hajicek

Marilyn S. Hajicek

Marilyn S. Hajicek

Gary M. Young

Marguerite K. Timbel

Marguerite K. Timbel

Ned R. Timbel

Ned R. Timbel

STATE OF COLORADO)
)
 CITY AND COUNTY OF DENVER)

(Colorado and Wyoming)

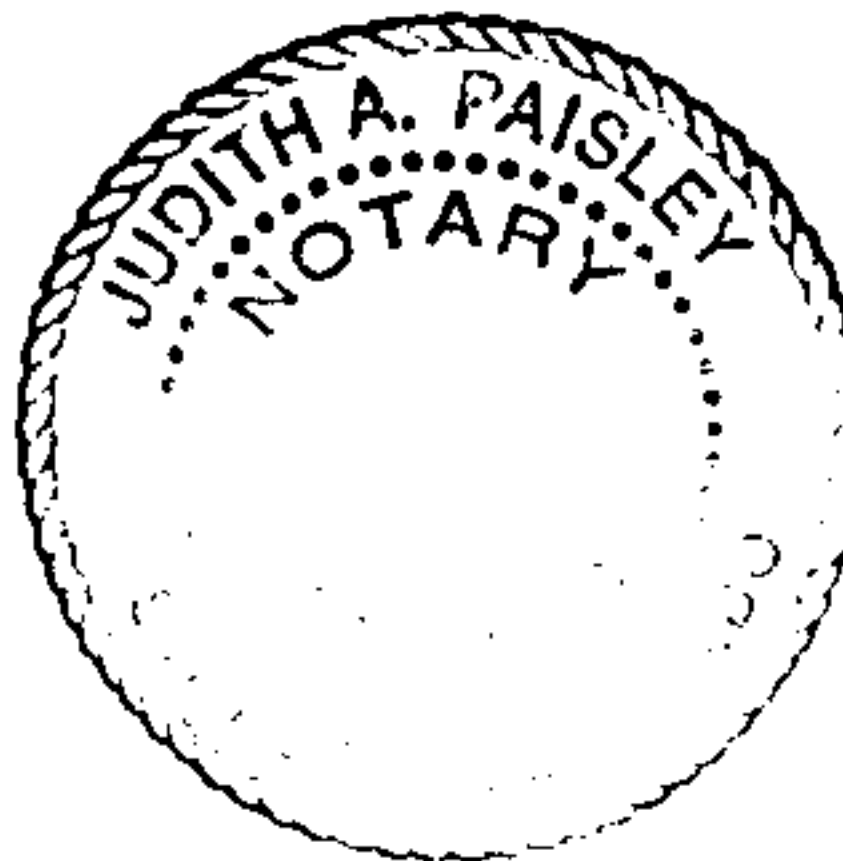
The foregoing instrument was acknowledged before me this 6th day of December, 2005,
 by William J. Miller as President of Anschutz Resources Corporation, a Delaware corporation.
 Witness my hand and official seal.

Judith A. Paisley
 Name: Judith A. Paisley
 Notary Public In And For
 The State Of Colorado

My Commission Expires:

06/01/06

(NOTARIAL SEAL)



STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER)

(Colorado and Wyoming)

The foregoing instrument was acknowledged before me this 6th day of December, 2005, by William J. Miller as President of Anschutz Exploration Corporation, a Delaware corporation, acting on behalf of the Anschutz Exploration Corporation Royalty Pool. Witness my hand and official seal.

Judith A. Paisley
Name: Judith A. Paisley
Notary Public In And For
The State Of Colorado

My Commission Expires:

06/01/06

(NOTARIAL SEAL)



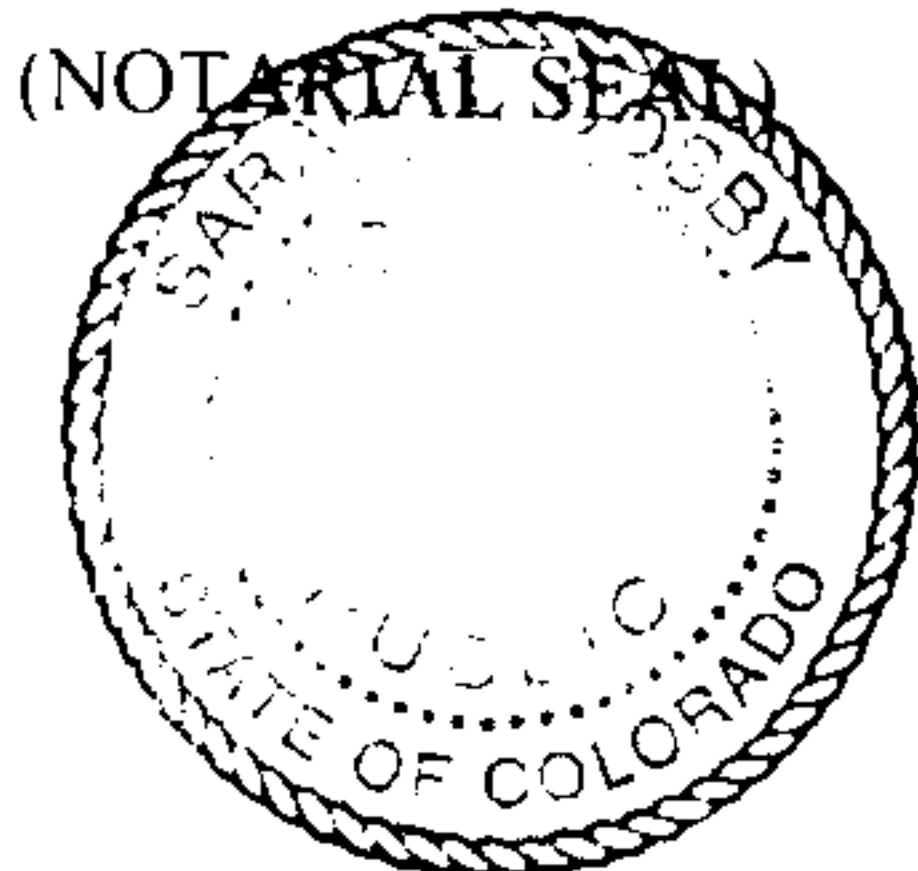
STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER)

(Colorado and Wyoming)

The foregoing instrument was acknowledged before me this 6th day of December, 2005, by Edward D. Dolly, General Partner of Dolly Family LLLP, a Colorado limited liability limited partnership. Witness my hand and official seal.

Sarah B. Cosby
Name: Sarah B. Cosby
Notary Public In And For
The State Of Colorado

My Commission Expires:
6/3/2009



My Commission Expires 6/3/2009

STATE OF UTAH

)

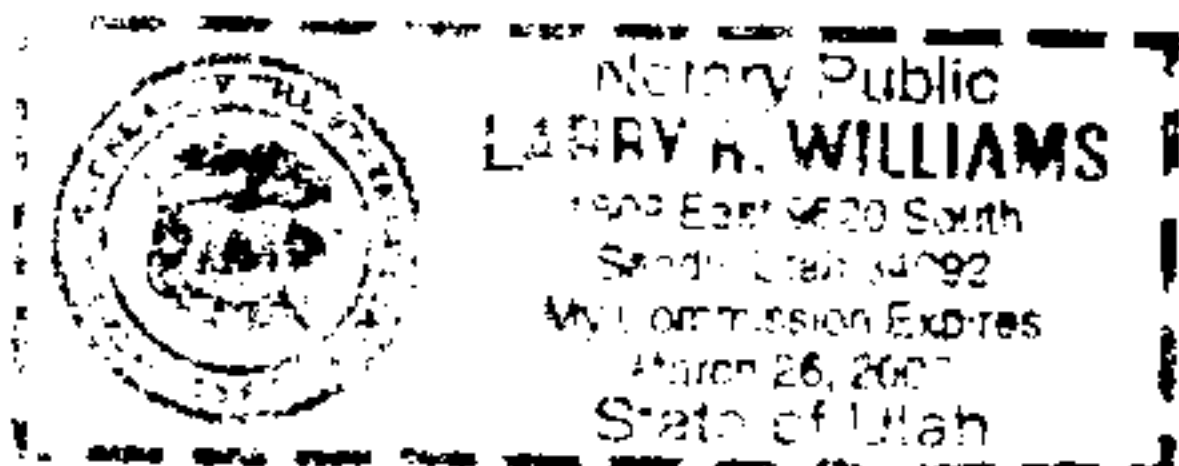
COUNTY OF SALT LAKE

) ss.

)

(Utah)

The foregoing instrument was acknowledged before me this 3rd day of December, 2005, by Miles A. Williams as General Partner of Piedmont Minerals company, a Colorado general partnership. Witness my hand and official seal.



Larry R. Williams
Notary Public in and for the State of Utah

My Commission Expires:
March 26, 2007

(NOTARIAL SEAL)

STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER)

(Colorado and Wyoming)

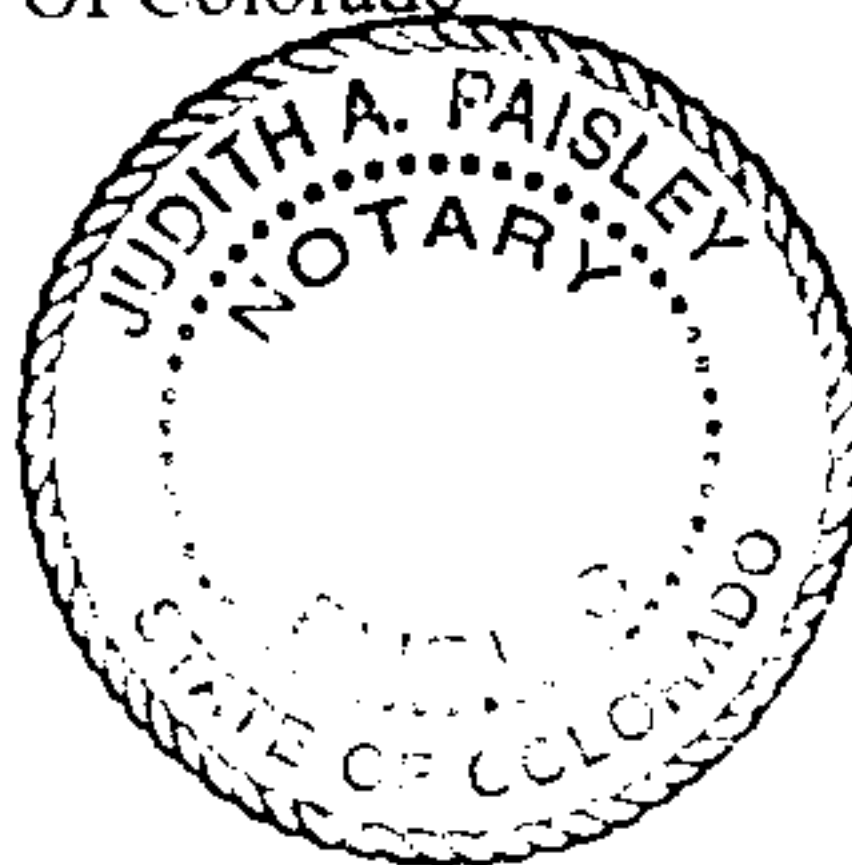
The foregoing instrument was acknowledged before me this 6th day of December, 2005,
by William J. Miller. Witness my hand and official seal.

Judith A. Paisley
Name: Judith A. Paisley
Notary Public In And For
The State Of Colorado

My Commission Expires:

06/01/06

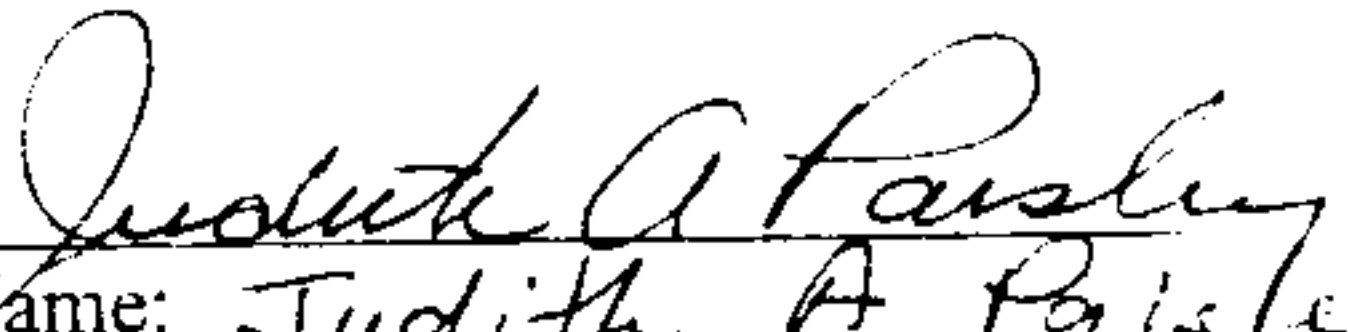
(NOTARIAL SEAL)



STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER)

(Colorado and Wyoming)

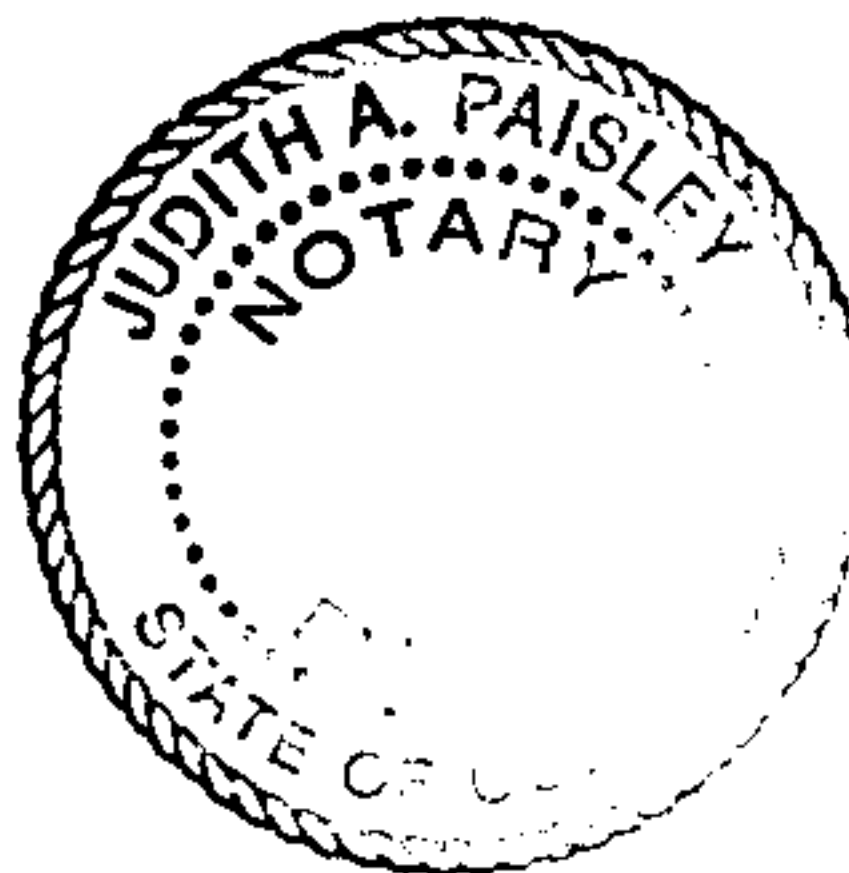
The foregoing instrument was acknowledged before me this 6th day of December, 2005,
by Nancy Miller. Witness my hand and official seal.


Name: Judith A. Paisley
Notary Public In And For
The State Of Colorado

My Commission Expires:

06/01/06

(NOTARIAL SEAL)



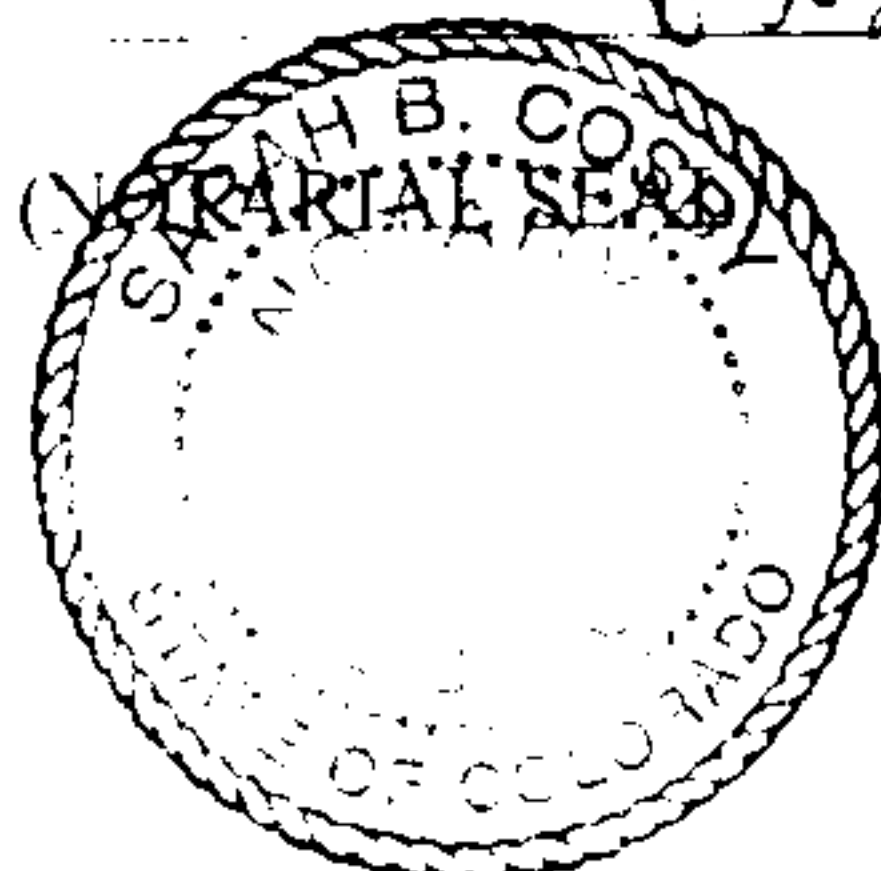
STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER)

(Colorado and Wyoming)

The foregoing instrument was acknowledged before me this 6th day of December, 2005,
by Hal B. Koerner, Jr. Witness my hand and official seal.

Sarah B. Cosby
Name: Sarah B. Cosby
Notary Public In And For
The State Of Colorado

My Commission Expires:
6-30-2009



My Commission Expires 06/30/2009

STATE OF COLORADO)
)
 CITY AND COUNTY OF DENVER)

(Colorado and Wyoming)

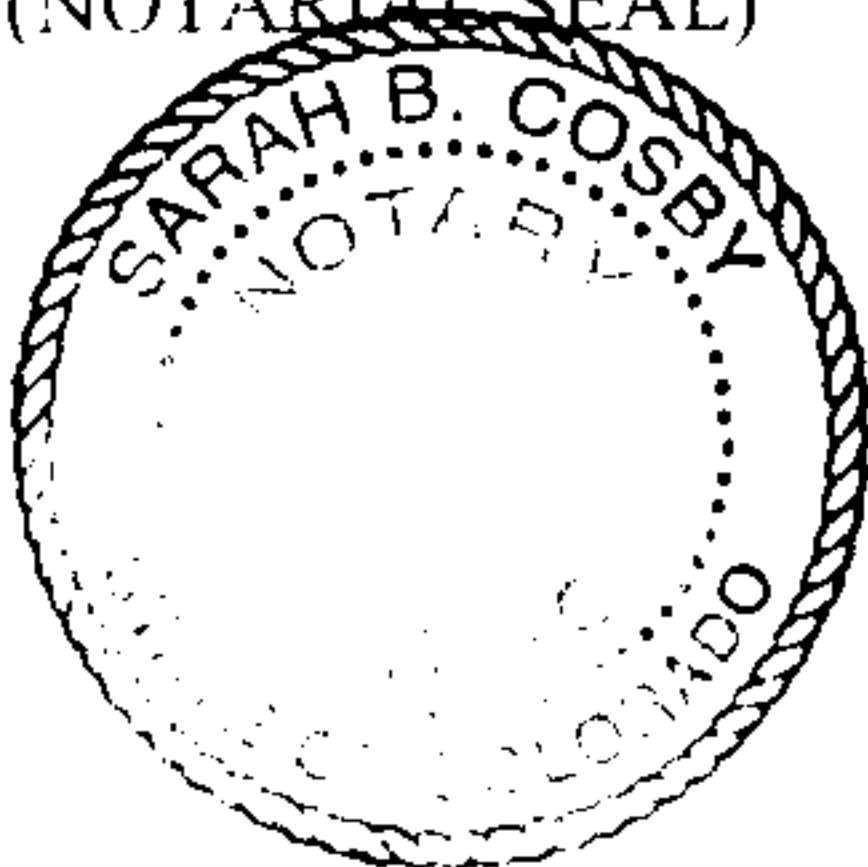
The foregoing instrument was acknowledged before me this 6th day of December, 2005,
 by Diane Lynn Koerner. Witness my hand and official seal.

Sarah B. Cosby
 Name: Sarah B. Cosby
 Notary Public In And For
 The State Of Colorado

My Commission Expires:

6-30-2009

(NOTARIAL SEAL)




My Commission Expires 06/30/2009

STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER)

(Colorado and Wyoming)

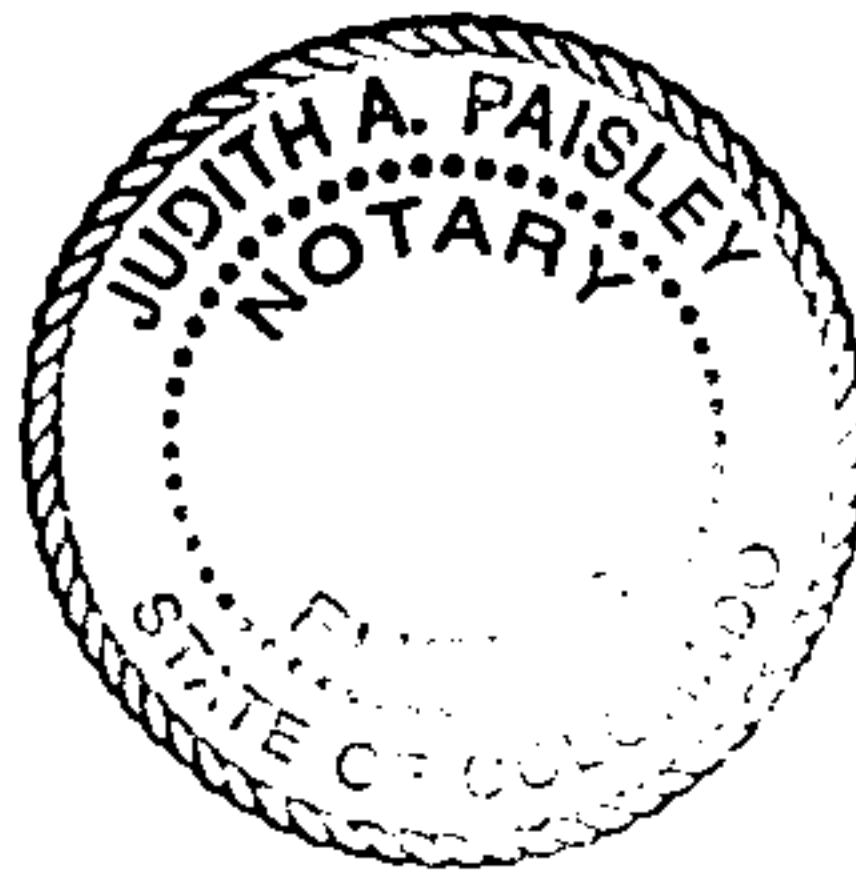
The foregoing instrument was acknowledged before me this 6 day of December, 2005, by Scott Hajicek. Witness my hand and official seal.


Name: Judith A. Paisley
Notary Public In And For
The State Of Colorado

My Commission Expires:

06/01/06

(NOTARIAL SEAL)



STATE OF COLORADO)

CITY AND COUNTY OF DENVER)

(Colorado and Wyoming)

The foregoing instrument was acknowledged before me this 6th day of December, 2005,
by Marilyn S. Hajicek. Witness my hand and official seal.

Judith A. Paisley
Name: Judith A. Paisley
Notary Public In And For
The State Of Colorado

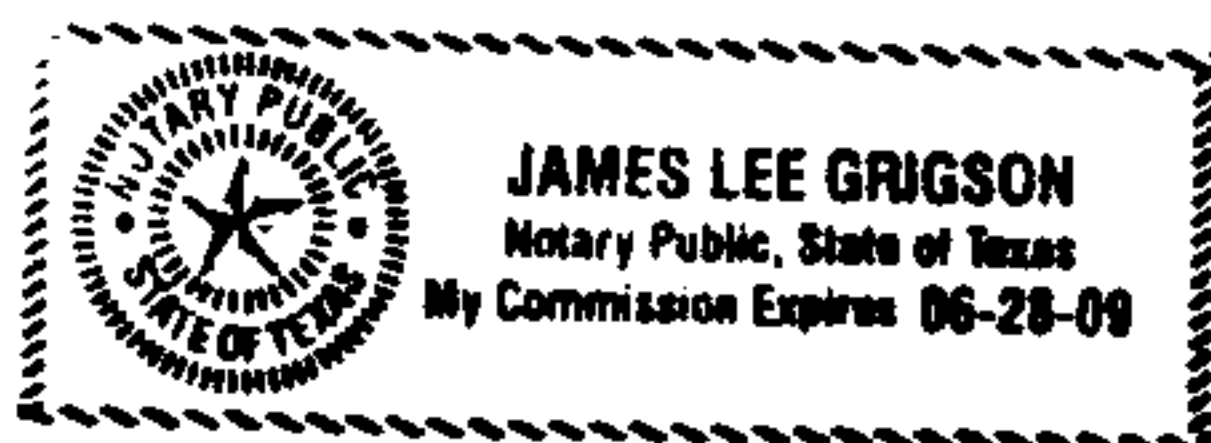
My Commission Expires:

06/01/06

(NOTARIAL SEAL)

STATE OF TEXAS)
)
CITY AND COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 6th day of December, 2005, by Gary M. Young. Witness my hand and official seal.



James L. Gentry
Name: _____
Notary Public In And For
The State Of Texas

My Commission Expires:

(NOTARIAL SEAL)

STATE OF COLORADO

CITY AND COUNTY OF DENVER

The foregoing instrument was acknowledged before me this 6th day of December, 2005, by Ned R. Timbel. Witness my hand and official seal.

Name: Judith A.
Notary Public In And For
The State Of Colorado

CG/01/06

EXHIBIT A

DESCRIPTION OF OVERRIDING ROYALTY INTERESTS

Not less than an undivided 1.7% of 8/8ths overriding royalty 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		<u>Township 32 North, Range 109 West, 6th P.M.</u> Sec. 35: N/2, SE Sec. 27: NW Sublette County, Wyoming

Not less than an undivided 1.7% of 8/8ths overriding royalty 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		<u>Township 32 North, Range 109 West, 6th P.M.</u> Sec. 22: S/2 Sec. 21: SE Sec. 23: S/2SW, NW/2SW Sublette County, Wyoming

Not less than an undivided 1.7% of 8/8ths overriding royalty 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				<u>Township 32 North, Range 109 West, 6th P.M.</u> Sec. 18: Lots 1-9 (NW, N/2SW) Sublette County, Wyoming

Not less than an undivided 1.7% of 8/8ths overriding royalty interest in and to the following Oil and Gas Lease insofar and only insofar as the lease covers the lands described below, with the exception of the Gannett #13-16 Well located in the SWSW of Section 16, T33N-R109W in which case the overriding royalty interest is not less than 1.221875% of 8/8ths.

Lessor	Lessee	Lease Date	Book	Page	Entry #	Description
ST-94-00293	Cenex, Inc.	6/2/1994	110	326		Township 33 North, Range 109 West, 6 th P.M. Sec. 16: SW, SWSE Sublette County, Wyoming

Not less than the respective overriding royalty interest shown below in the following wells which wells are located on the below described Oil and Gas Lease insofar and only insofar as the lease covers the lands described below.

mesa 1-28 0.015622230
mesa 01-28ad 0.015622230
mesa 01-28cd 0.015622230
mesa 01-28dd 0.015622230

mesa 02-28ad 0.01583828
mesa 02-28bd 0.01583828
mesa 02-28cd 0.01583828
mesa 2-28 0.01583828

mesa 7-28 0.01542378
mesa 07-28bd 0.01542378
mesa 07-28cd 0.01542378
mesa 07-28dd 0.01542378

mesa 8-28 0.01544575
mesa 08-28ad 0.01544575
mesa 08-28bd 0.01544575
mesa 08-28cd 0.01544575

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, 6 th P.M. Sec. 28: NE Sublette County, Wyoming

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

This Assignment made and entered into this 19th day of December, 2005 by and between **Monty D. McLane and wife Karen R. McLane**, of P.O. Box 9451, Midland, Texas 79708, hereinafter called Assignor, and **Alan Jochimsen**, a married man dealing with his sole and separate property, of 4209 Cardinal Lane, Midland, Texas 79707, hereinafter called Assignee;

WITNESSETH: The undersigned, for and in consideration of the sum of \$10.00 and other good and valuable consideration to Assignor in hand paid by Assignee, the receipt and sufficiency of which is hereby confessed and acknowledged, **does hereby sell, assign, transfer, set over, and convey** unto Assignee, his heirs, personal representatives, and assigns, **1/2 of Assignors overriding royalty interest** in and to the market value at the wells as produced of all of the oil, gas, and other hydrocarbon substances which may be produced, saved, and marketed from the described lands situated in Sublette and Sweetwater Counties, Wyoming, as listed on Exhibit "A" under the terms of those certain Oil and Gas Leases described therein, and any and all extensions or renewals thereof; said interests shall be computed and paid at the same time and in the same manner as royalties payable to the original Lessors under the terms said Leases are computed and paid; and Assignee shall be responsible for Assignee's proportionate part of all taxes and assessments levied upon or against or measured by the production of oil and gas from said land.

TO HAVE AND TO HOLD said royalty interests unto Assignee, her heirs, personal representatives, and assigns forever.

IN WITNESS WHEREOF this Assignment is executed the date first hereinabove written but effective for production purposes as of January 1, 2006.

Monty D. McLane
Monty D. McLane

Karen R. McLane
Karen R. McLane

ACKNOWLEDGEMENT

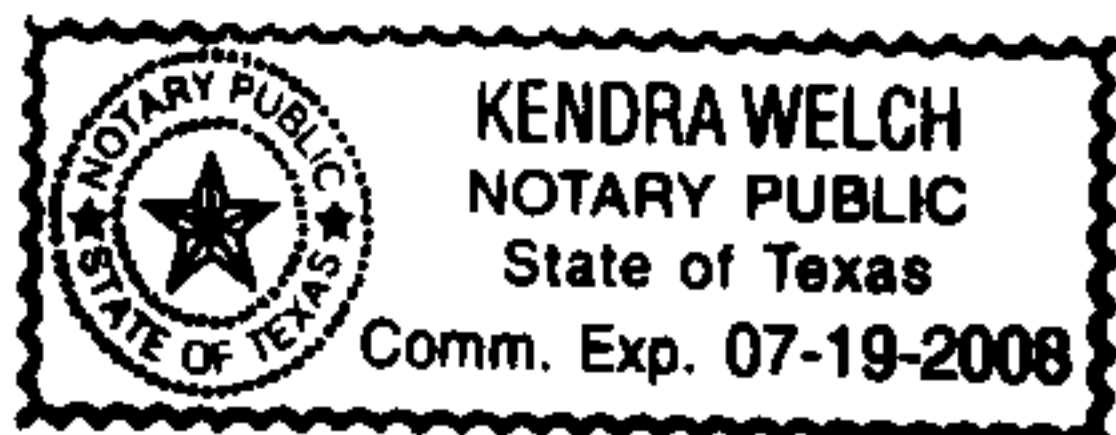
State of Texas
County of Midland

This instrument was acknowledged before me this 19th day of December, 2005, by Monty D. McLane and wife, Karen R. McLane.

My Commission Expires:

7-19-08

Kendra Welch
Notary Public



316044

RECORDED	<u>Dec. 23</u>	20 <u>05</u>	<u>2:00 PM</u>
IN BOOK	<u>131.042</u>	PAGE	<u>438</u>
FEES \$	<u>31.00</u>	COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING			

by Cynthia J. Friel

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT ASSIGNMENT OF OVERRIDING ROYALTY INTEREST DATED DECEMBER, 2005 BY AND BETWEEN MONTY D. MCLANE, ET VIR, AS ASSIGNOR AND ALAN JOCHIMSEN, AS ASSIGNEE.

<u>Land Description</u>	<u>Federal Lse #</u>
-------------------------	----------------------

Sweetwater Co., Wy

T-23-N R-106-W

Section 6: ALL

W-106146

T-26-N R-106-W

Section 10: W/2

W-134776

Section 14: ALL

W-126770

Sublette Co., Wy

T-27-N R-106-W

Section 20: W/2, W/2SE/4

W-126771

Section 21: S/2SE/4, SE/4SW/4

"

Section 22: S/2S/2

"

Section 23: S/2SW/4

"

Section 25: NW/4, N/2SE/4, SE/4SE/4, W/2SW/4, SE/4SW/4

"

Section 26: N/2, N/2SE/4, SE/4SE/4, NE/4SW/4

"

Section 29: ALL

W-128780

Section 30: ALL

"

Section 31: ALL

"

Section 32: ALL

"

T-27-N R-107-W

Section 13: ALL

W-128335

Section 24: ALL

"

Section 28: ALL

"

Section 34: ALL

"

Section 22: ALL

W-127855

Section 25: ALL

"

Section 26: S/2, NE/4, N/2NW/4, SE/4NW/4

"

Section 27: ALL

"

T-28-N R-107-W

Section 3: Lots 2,3, S/2

W-104180

Section 10: ALL

"

Section 11: ALL

"

Section 13: ALL

"

Section 14: E/2

"

Section 23: NE/4

"

Section 24: N/2, SW/4, N/2SE/4, SW/4SE/4

"

Section 6: ALL

W-108079

Section 7: E/2

"

Section 8: ALL

"

Section 21: ALL

"

Section 28: ALL

"

316173

RECORDED	Dec. 30 20 05:45 PM
IN BOOK	131 O & M PAGE 440
FEES \$	143.00 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 Crest)

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

This CONVEYANCE is dated to be effective as of September 24th, 2005 for purposes of revenue distributions stemming from the properties listed herein (the "effective time"), and is by and between THE WHANN FAMILY PARTNERSHIP, L.P., a Delaware Limited Partnership, whose address is 3924 Centenary Avenue, Dallas, TX 75225-5427 (hereinafter referred to as "Grantor"), and THE WHANN FAMILY LIMITED PARTNERSHIP, an Alaska Limited Partnership, whose address is 3924 Centenary Avenue, Dallas, TX 75225-5427 (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)

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 28th day of November, 2005, but shall be effective as of the Effective Time first above written.

THE WHANN FAMILY PARTNERSHIP, L.P., a Delaware
Limited Partnership, Grantor

R. Tyler Whann, President
By: R. Tyler Whann, President and Sole Member

STATE OF Texas }
COUNTY OF Dallas }

This instrument was acknowledged before me on the 28th day of
November, 2005, by R. Tyler Whann, as President and Sole Member of the WHANN
FAMILY PARTNERSHIP, L.P., and was done so specifically for the purposes herein set
forth.



SEAL

Notary Public in and for State of Texas

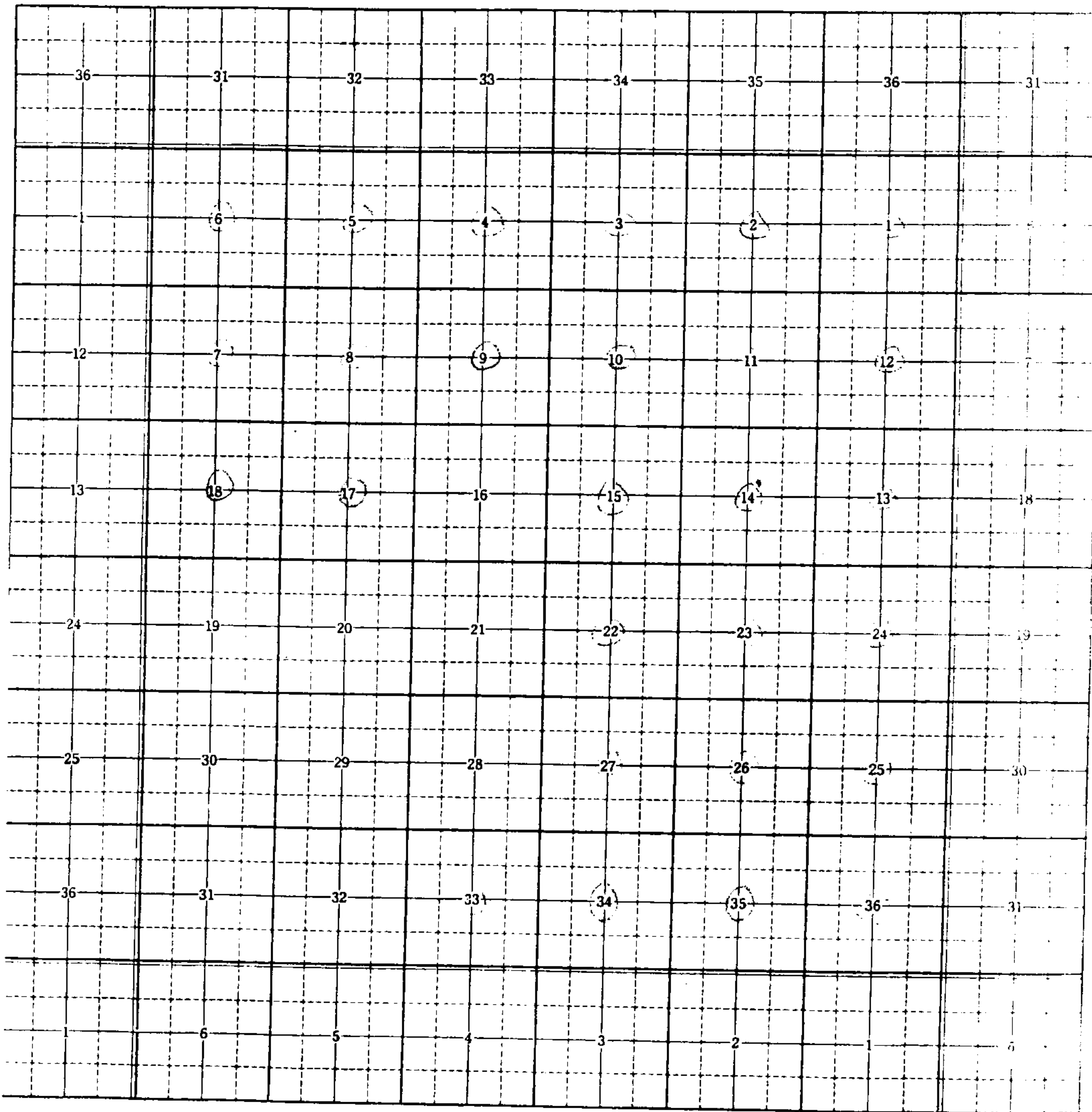
My Commission Expires: April 8, 2006

410052	USA WYW 06269	Donald B. Anderson	6/1/1951	T31N-R109W, Section 13	All
410052	USA WYW 06269	Donald B. Anderson	6/1/1951	T31N-R109W, Section 14	E/2
410052	USA WYW 06269	Donald B. Anderson	6/1/1951	T31N-R109W, Section 24	N/2, SE, E/2SW
410052	USA WYW 06269	Donald B. Anderson	6/1/1951	T31N-R109W, Section 25	All
410052	USA WYW 06269	Donald B. Anderson	6/1/1951	T31N-R109W, Section 35	W/2, S/2NE
410053	USA WYW 06270	Donald B. Anderson	6/1/1951	T31N-R109W, Section 1	Lots 1, 2, 3, 4, S/2NW, NW/2SW
410053	USA WYW 06270	Donald B. Anderson	6/1/1951	T31N-R109W, Section 2	Lots 1, 2, 3, 4, S/2, S/2NE
410053	USA WYW 06270	Donald B. Anderson	6/1/1951	T31N-R109W, Section 3	Lots 1, 2, 3, 4, S/2NE, S/2
410053	USA WYW 06270	Donald B. Anderson	6/1/1951	T31N-R109W, Section 9	S/2SE
410053	USA WYW 06270	Donald B. Anderson	6/1/1951	T31N-R109W, Section 10	NE, NW/2E, W/2
410053	USA WYW 06270	Donald B. Anderson	6/1/1951	T31N-R109W, Section 11	N/2NW
410053	USA WYW 06270	Donald B. Anderson	6/1/1951	T31N-R109W, Section 12	Lots 8, 9, 10, SE/2W, S/2SE, NE/2E
410054	USA W 06286	Donald B. Anderson	6/1/1951	T32N-R109W, Section 27	S/2, NW
410054	USA W 06286	Donald B. Anderson	6/1/1951	T32N-R109W, Section 28	E/2
410054	USA W 06286	Donald B. Anderson	6/1/1951	T32N-R109W, Section 34	E/2
410054	USA W 06286	Donald B. Anderson	6/1/1951	T32N-R109W, Section 35	All
410055	USA WYW 118165	R. K. O'Connell	11/1/1989	T31N-R109W, Section 4	Lots 3, 4, S/2NW, SW
410055	USA WYW 118165	R. K. O'Connell	11/1/1989	T31N-R109W, Section 5	Lots 1, 2, S/2NE, SE
410055	USA WYW 118165	R. K. O'Connell	11/1/1989	T31N-R109W, Section 9	W/2
410055	USA WYW 118165	R. K. O'Connell	11/1/1989	T32N-R109W, Section 28	W/2
410055	USA WYW 118165	R. K. O'Connell	11/1/1989	T32N-R109W, Section 29	E/2
410055	USA WYW 118165	R. K. O'Connell	11/1/1989	T32N-R109W, Section 32	All
410055	USA WYW 118165	R. K. O'Connell	11/1/1989	T32N-R109W, Section 33	W/2
410056	USA WYE 026026	Elizabeth Rawson	4/1/1950	T31N-R109W, Section 11	Lot 1
410056	USA WYE 026026	Elizabeth Rawson	4/1/1950	T31N-R109W, Section 12	Lot 9 together with all the bed of the New Fork River between the mean high water mark and medial lines thereof in front of and appurtenant to Lot 1 of Section 11 and Lots 8, 9 and 10 of Section 12 and Lot 5 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 5, 6 and 7 of Section 12 and Lots 7 and 8 of Section 15
410057	USA WYE 026025	Griselda M. Bennett	4/1/1950	T31N-R109W, Section 14	SW, S/2NW
410057	USA WYE 026025	Griselda M. Bennett	4/1/1950	T31N-R109W, Section 15	NW, E/2
410057	USA WYE 026025	Griselda M. Bennett	4/1/1950	T31N-R109W, Section 21	All
410057	USA WYE 026025	Griselda M. Bennett	4/1/1950	T31N-R109W, Section 23	W/2SW
410057	USA WYE 026025	Griselda M. Bennett	4/1/1950	T31N-R109W, Section 24	All
410057	USA WYE 026025	Griselda M. Bennett	4/1/1950	T31N-R109W, Section 26	All
410057	USA WYE 026025	Griselda M. Bennett	4/1/1950	T31N-R109W, Section 27	E/2NE
410058	USA W 06283	Floyd H. Schroeder	4/25/1991	T30N-R108W, Section 6	N/2NE
410059	USA WYW 015314	Edwin L. Guenzel	6/1/1952	T30N-R108W, Section 7	W/2
410059	USA WYW 015314	Edwin L. Guenzel	6/1/1952	T30N-R108W, Section 8	NW
410059	USA WYW 015314	Edwin L. Guenzel	6/1/1952	T30N-R108W, Section 9	SW
410059	USA WYW 015314	Edwin L. Guenzel	6/1/1952	T30N-R108W, Section 10	S/2
410059	USA WYW 015314	Edwin L. Guenzel	6/1/1952	T30N-R108W, Section 14	S/2, NE
410059	USA WYW 015314	Edwin L. Guenzel	6/1/1952	T30N-R108W, Section 15	SW
410059	USA WYW 015314	Edwin L. Guenzel	6/1/1952	T30N-R108W, Section 17	All
410059	USA WYW 015314	Edwin L. Guenzel	6/1/1952	T30N-R108W, Section 22	N/2
410059	USA WYW 015314	Edwin L. Guenzel	6/1/1952	T30N-R108W, Section 23	NE
410060	USA WYW 015316	Fred M. Manning, Jr.	6/1/1952	T30N-R108W, Section 3	NW
410060	USA WYW 015316	Fred M. Manning, Jr.	6/1/1952	T30N-R108W, Section 4	SW
410060	USA WYW 015316	Fred M. Manning, Jr.	6/1/1952	T30N-R108W, Section 9	All
410060	USA WYW 015316	Fred M. Manning, Jr.	6/1/1952	T30N-R108W, Section 10	N/2
410060	USA WYW 015316	Fred M. Manning, Jr.	6/1/1952	T31N-R108W, Section 29	NW
410060	USA WYW 015316	Fred M. Manning, Jr.	6/1/1952	T31N-R108W, Section 32	E/2
410060	USA WYW 015316	Fred M. Manning, Jr.	6/1/1952	T31N-R108W, Section 33	W/2
410061	USA W 016155	Robert O. Anderson	7/1/1952	T30N-R107W, Section 7	W/2SE
410061	USA W 016155	Robert O. Anderson	7/1/1952	T30N-R107W, Section 18	Lots 1, 2, 3, 4, E/2, E/2NW
410061	USA W 016155	Robert O. Anderson	7/1/1952	T30N-R107W, Section 19	Lots 1, 2, 3, 4, E/2, E/2NW
410061	USA W 016155	Robert O. Anderson	7/1/1952	T30N-R107W, Section 20	W/2, W/2E/2, E/2SE
410061	USA W 016155	Robert O. Anderson	7/1/1952	T30N-R107W, Section 34	Lots 1, 2, 3, 4, E/2W/2, W/2NE
410062	USA W 016158	Phil D. Helmig	7/1/1952	T30N-R107W, Section 7	Lots 1, 2, 3, 4, E/2W/2
410062	USA W 016158	Phil D. Helmig	7/1/1952	T30N-R107W, Section 25	All
410062	USA W 016158	Phil D. Helmig	7/1/1952	T30N-R107W, Section 34	All
410062	USA W 016158	Phil D. Helmig	7/1/1952	T30N-R107W, Section 35	NE, S/2SE, E/2NW
410062	USA W 016158	Phil D. Helmig	7/1/1952	T30N-R107W, Section 35	W/2, N/2SW, S/2NE

410063	USA WYW 06934	R A Trombley	7/1/1951	T30N-R108W, Section 6	SE
410063	USA WYW 06934	R A Trombley	7/1/1951	T30N-R108W, Section 7	S/2
410063	USA WYW 06934	R A Trombley	7/1/1951	T30N-R108W, Section 11	SE
410063	USA WYW 06934	R A Trombley	7/1/1951	T30N-R108W, Section 12	S/2
410064	USA WYE 6933	S J Jello	7/1/1951	T30N-R108W, Section 7	NE
410065	USA WYW 018039	Morris Kline	10/1/1952	T30N-R108W, Section 3	SWSE
410065	USA WYW 018039	Morris Kline	10/1/1952	T30N-R108W, Section 14	NWNW, SWSE
410065	USA WYW 018039	Morris Kline	10/1/1952	T30N-R108W, Section 17	SESE
410065	USA WYW 018039	Morris Kline	10/1/1952	T30N-R108W, Section 18	NENE
410065	USA WYW 018039	Morris Kline	10/1/1952	T30N-R108W, Section 22	NE, SW
410065	USA WYW 018039	Morris Kline	10/1/1952	T30N-R108W, Section 23	SWNE
410065	USA WYW 018039	Morris Kline	10/1/1952	T30N-R108W, Section 33	NWNE, SWSE
410068	USA WYW 133052	McMurry Oil Company	7/12/1994	T30N-R107W, Section 17	SW
410068	USA WYW 133052	McMurry Oil Company	7/12/1994	T30N-R107W, Section 28	NE, SW
410068	USA WYW 144994	McMurry Oil Company	7/12/1994	T30N-R107W, Section 34	SW
410069	(Segregated out of WYW 06933)	S J Jello	7/1/1951	T30N-R108W, Section 5	Lots 1, 2, 3, 4, S/2N/2, S/2
410069	(Segregated out of WYW 06933)	S J Jello	7/1/1951	T30N-R108W, Section 8	N/2
410069	(Segregated out of WYW 06933)	S J Jello	7/1/1951	T31N-R108W, Section 30	E/2
410069	(Segregated out of WYW 06933)	S J Jello	7/1/1951	T31N-R108W, Section 32	W/2
410070	(Segregated out of WYW 06934)	R A Trombley	7/1/1951	T30N-R108W, Section 6	Lots 1, 2, S/2N/2
410070	(Segregated out of WYW 06934)	R A Trombley	7/1/1951	T31N-R108W, Section 19	E/2
410070	(Segregated out of WYW 06934)	R A Trombley	7/1/1951	T31N-R108W, Section 29	W/2
410070	(Segregated out of WYW 06934)	R A Trombley	7/1/1951	T31N-R108W, Section 31	E/2
410071	(Segregated out of WYW 133051)	McMurry Oil Company	7/12/1994	T29N-R107W, Section 4	Lots 1, 2, S/2NE, SW
410071	(Segregated out of WYW 133051)	McMurry Oil Company	7/12/1994	T29N-R107W, Section 5	Lots 1, 2, S/2NE, SW
410071	(Segregated out of WYW 133051)	McMurry Oil Company	7/12/1994	T29N-R107W, Section 6	Lots 1, 2, 6, S/2NE, E/2SW
410071	(Segregated out of WYW 133051)	McMurry Oil Company	7/12/1994	T29N-R107W, Section 10	SWNW
410071	(Segregated out of WYW 133051)	McMurry Oil Company	7/12/1994	T30N-R107W, Section 33	NE, SW
410071	(Segregated out of WYW 133051)	McMurry Oil Company	5/4/1989	T30N-R108W, Section 7	Lots 3, 4, 9, 10
410071	(Segregated out of WYW 133051)	McMurry Oil Company	5/4/1989	T32N-R110W, Section 1	Lots 1, 2, 3, 4, S/2
410071	(Segregated out of WYW 133051)	McMurry Oil Company	5/4/1989	T32N-R110W, Section 12	All
410071	(Segregated out of WYW 133051)	McMurry Oil Company	5/4/1989	T32N-R110W, Section 13	All
410071	(Segregated out of WYW 133051)	McMurry Oil Company	5/4/1989	T32N-R110W, Section 34	E/2, E/2W/2
410071	(Segregated out of WYW 133051)	McMurry Oil Company	5/4/1989	T32N-R109W, Section 24	All
410071	(Segregated out of WYW 133051)	McMurry Oil Company	5/4/1989	T32N-R109W, Section 26	All
410071	(Segregated out of WYW 133051)	McMurry Oil Company	5/4/1989	T32N-R109W, Section 27	NE
410071	(Segregated out of WYW 133051)	McMurry Oil Company	5/4/1989	T32N-R109W, Section 34	W/2

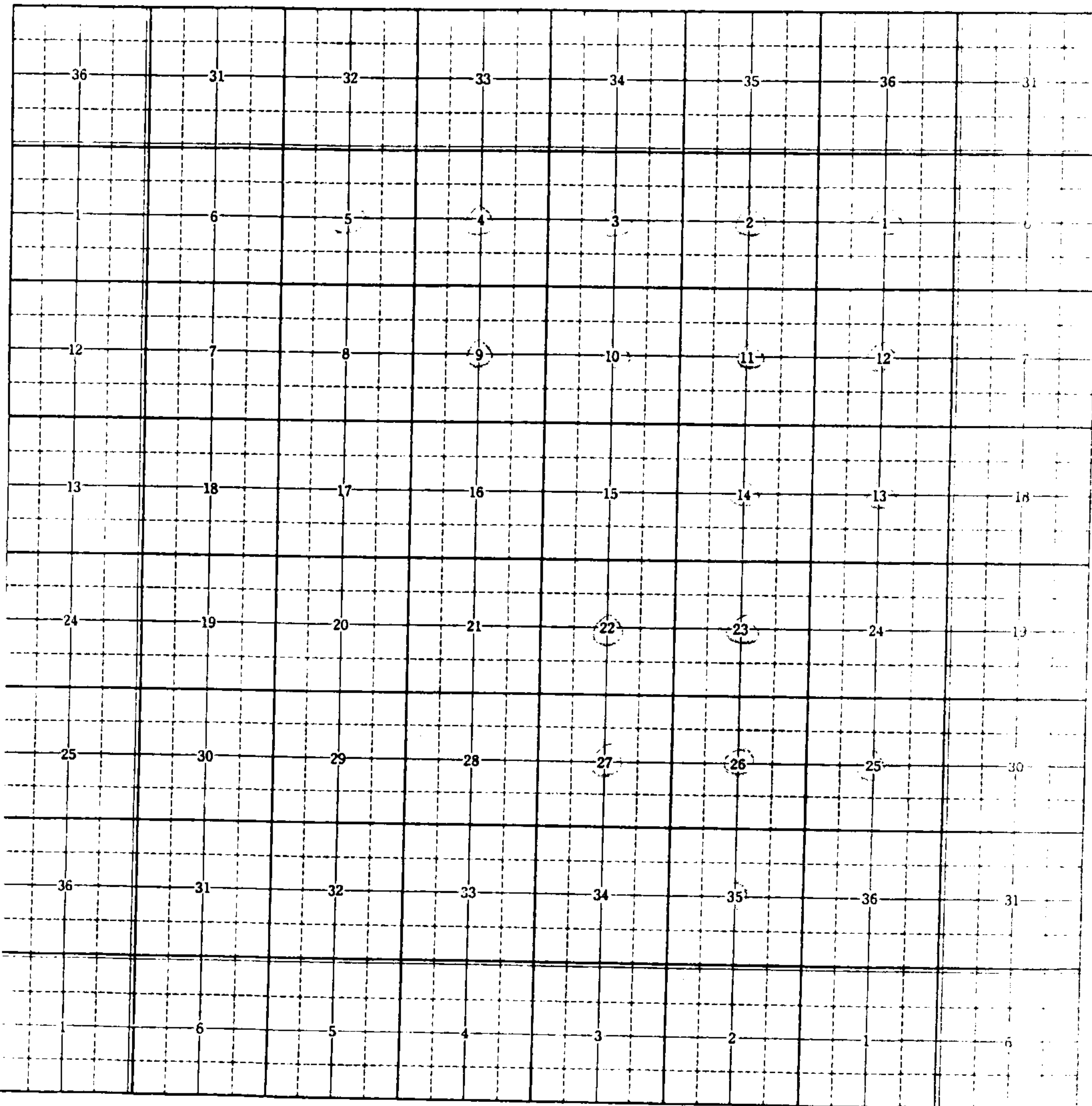
410075	USA WYW 137342	John Lockridge	8/21/1995	T29N-R107W, Section 1	Lots 1, 2, 3, 4, S2N/2, S2
410075	USA WYW 137342	John Lockridge	8/21/1995	T29N-R107W, Section 2	Lots 1, 2, 3, 4, S2N/2, S2
410075	USA WYW 137342	John Lockridge	8/21/1995	T29N-R107W, Section 3	Lots 1, 2, S2NE, SE
410075	USA WYW 137342	John Lockridge	8/21/1995	T29N-R107W, Section 10	NE, SENW
410076	USA WYW 142261	Snyder Oil Corp	8/1/1997	T29N-R107W, Section 7	N2NE
410076	USA WYW 142261	Snyder Oil Corp	8/1/1997	T29N-R107W, Section 8	NW
410076	USA WYW 142261	Snyder Oil Corp	8/1/1997	T29N-R107W, Section 9	N2N/2
410076	USA WYW 142261	Snyder Oil Corp	8/1/1997	T29N-R107W, Section 10	N2NW
410077	(Segregated out of W 6283) USA WYW 144993	Floyd H. Schroeder	6/1/1951	T31N-R108W, Section 19	Lots 3, 4, NW, E7SW
410077	(Segregated out of W 6283) USA WYW 144993	Floyd H. Schroeder	6/1/1951	T31N-R108W, Section 30	Lots 1, 2, 3, 4, E2W/2
410077	(Segregated out of W 6283) USA WYW 144995	Floyd H. Schroeder	6/1/1951	T31N-R108W, Section 31	Lots 1, 2, 3, 4, E2W/2
410078	(Segregated out of USA WYE 8933)	S. J. Jelso	6/1/1951	T31N-R108W, Section 17	SW
410078	(Segregated out of USA WYE 8933)	S. J. Jelso	6/1/1951	T31N-R108W, Section 18	E/2
410078	(Segregated out of USA WYE 8933)	S. J. Jelso	6/1/1951	T31N-R108W, Section 20	W/2
410092	USA WYW 131389	Starwood, Inc	2/1/1994	T32N-R110W, Section 29	W/2, W2NE, LIMITED to the depths below the Fort Union formation (as defined in that certain Assignment of Overriding Royalty Interest from Nerd Gas Company, LLC to Neil A. McMurry, recorded in Vol. 123, Page 173, Oil and Gas Records, Sublette County, WY)

Township 11, Range 137, S. 14. N. 11. W. County, State of _____



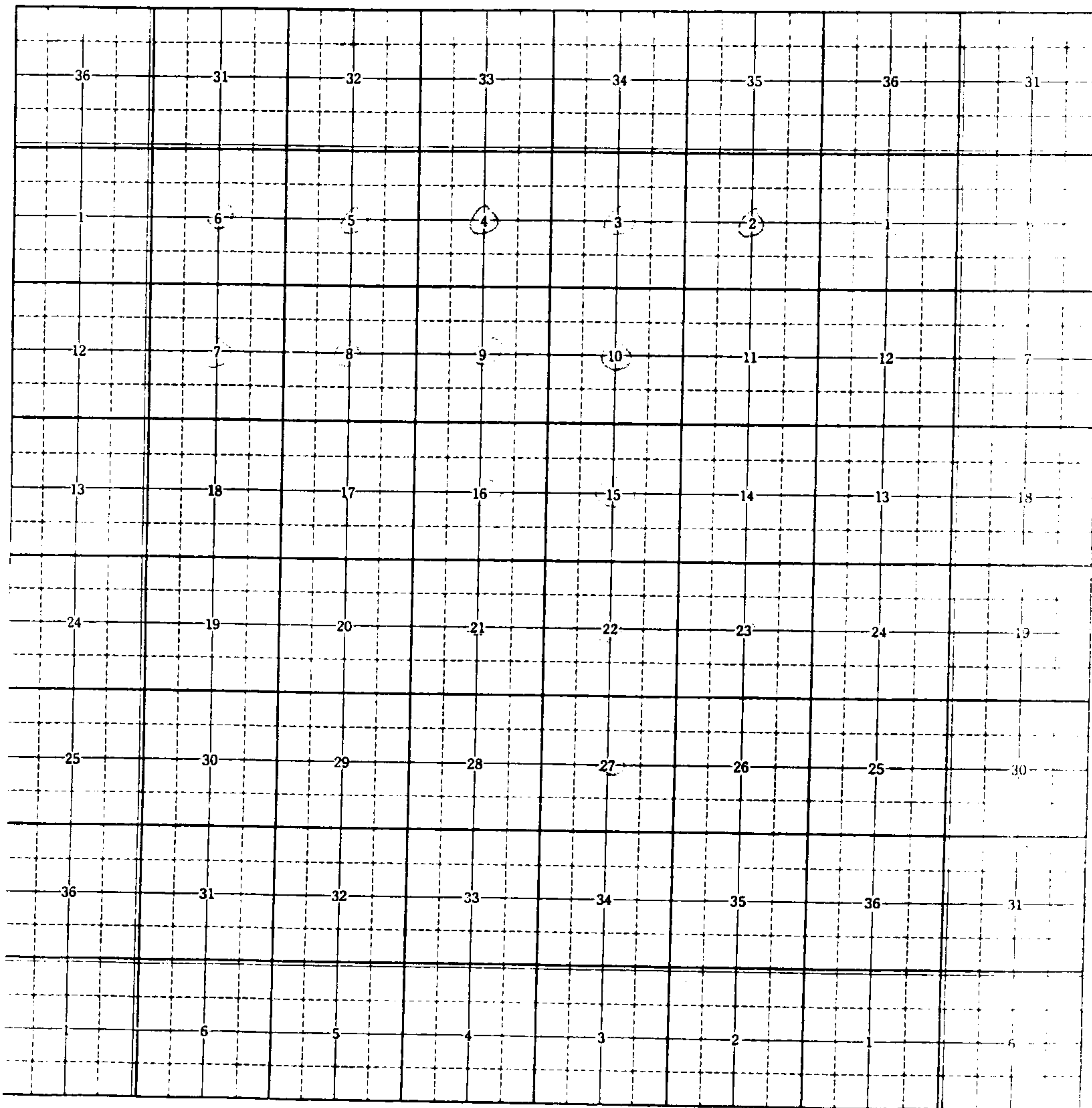
13-47-PB
REV. 3-10-34

Township 34 N, Range 10 W, Section 10 County, State of Ill



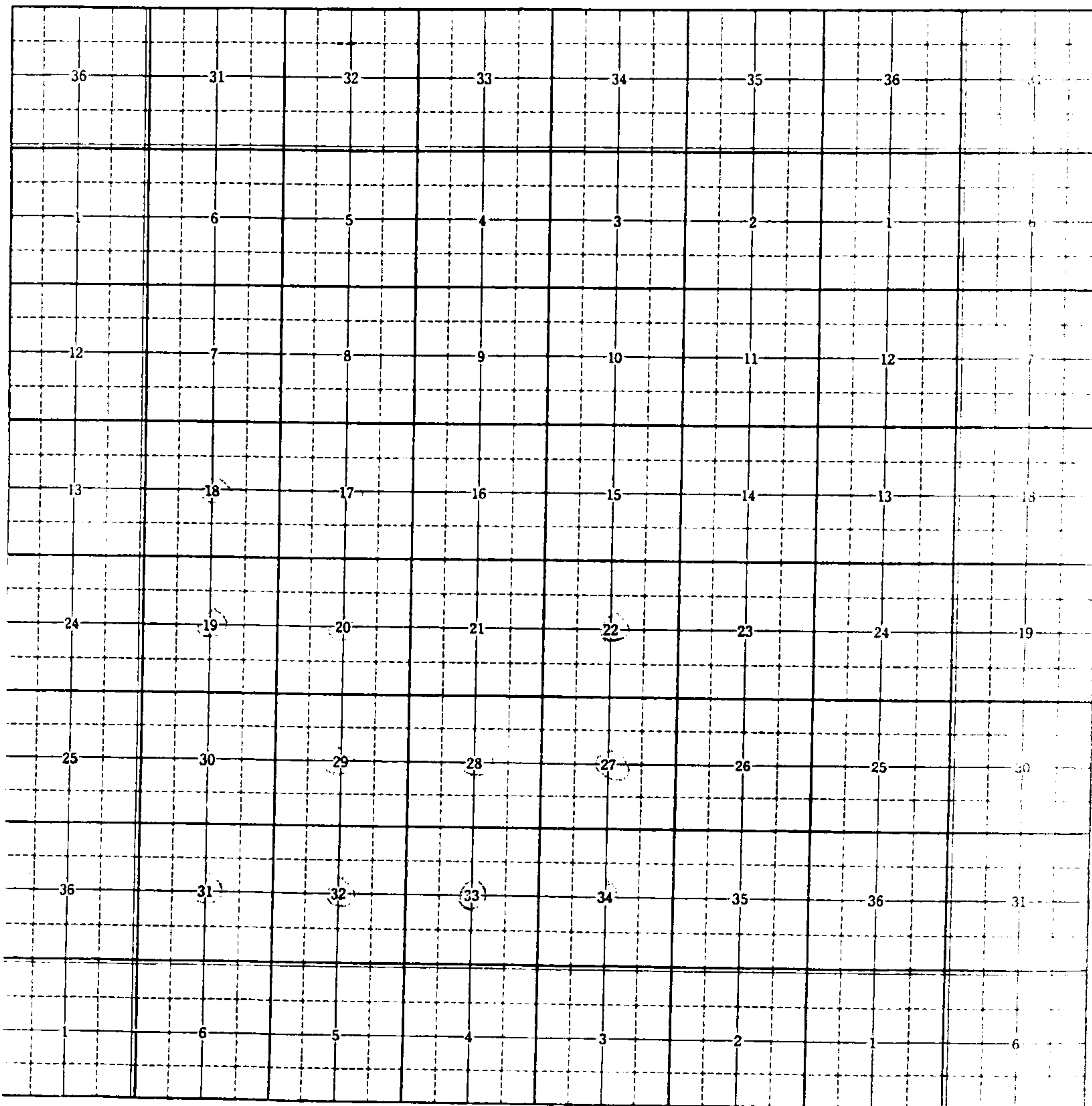
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Township 21N, Range 10E, County, State of Ill.

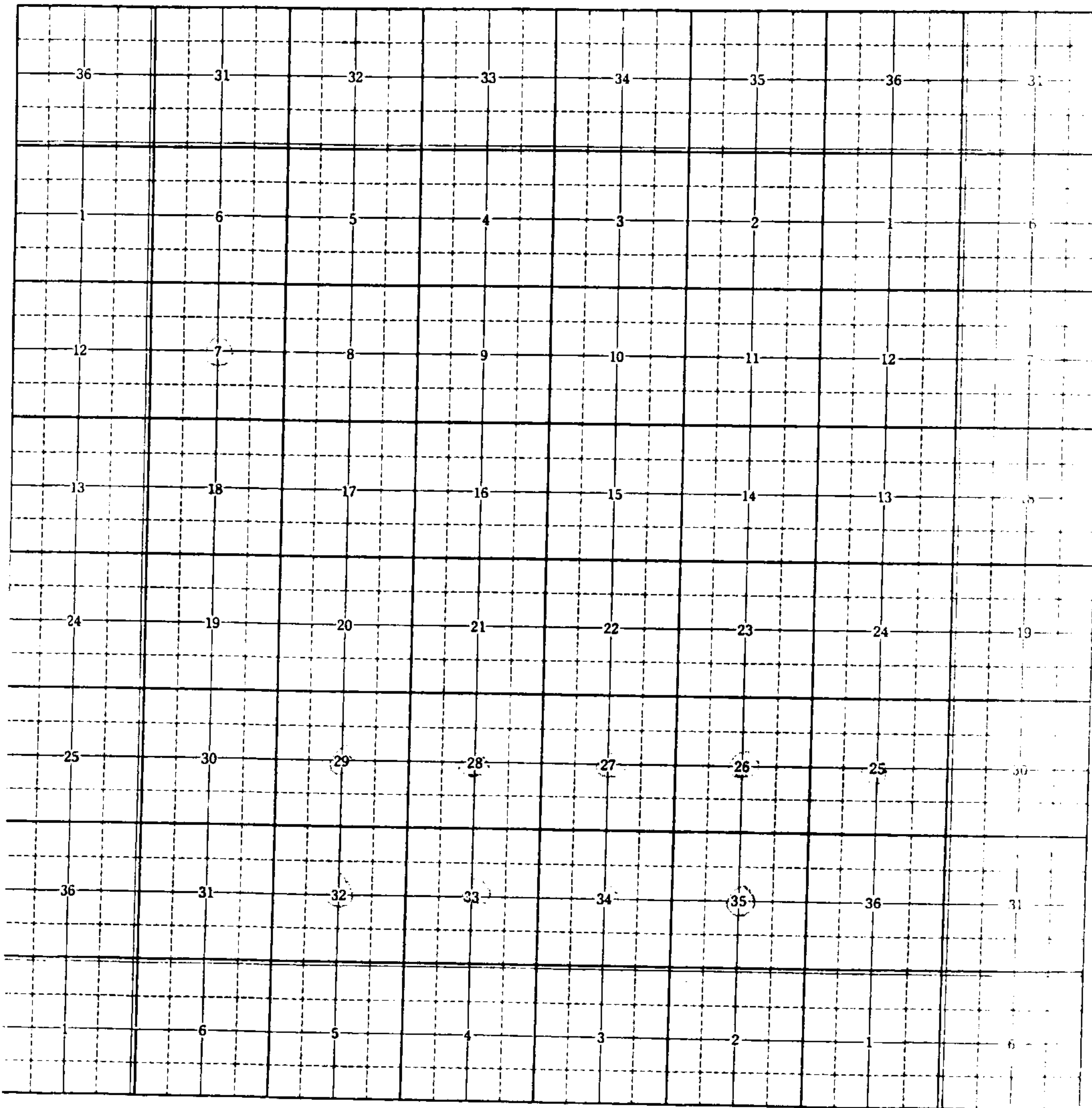


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REV. 3-10-34

Township 34N, Range 12E, 12E County, State of NE

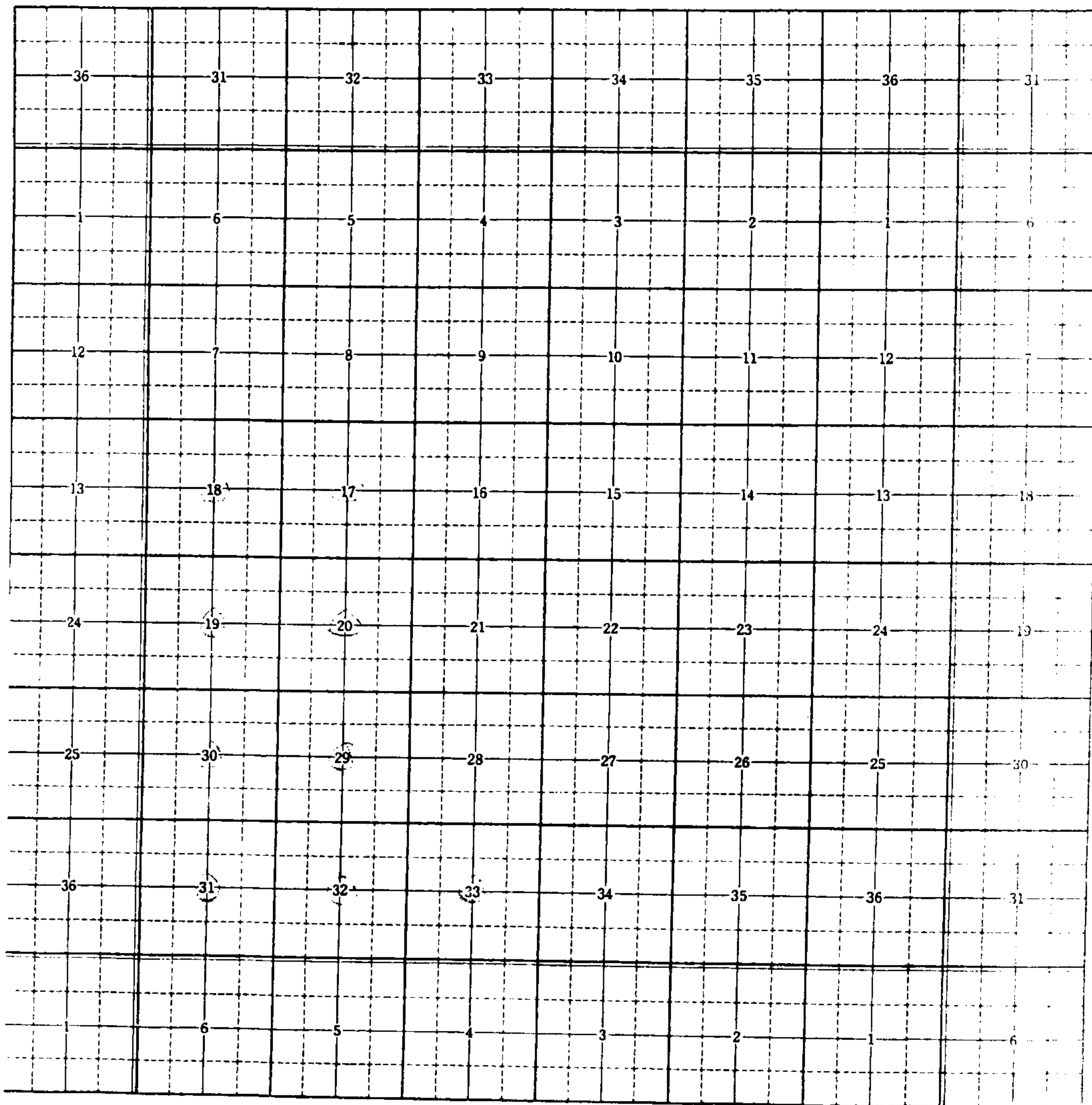


Township _____, Range _____, County, State of _____



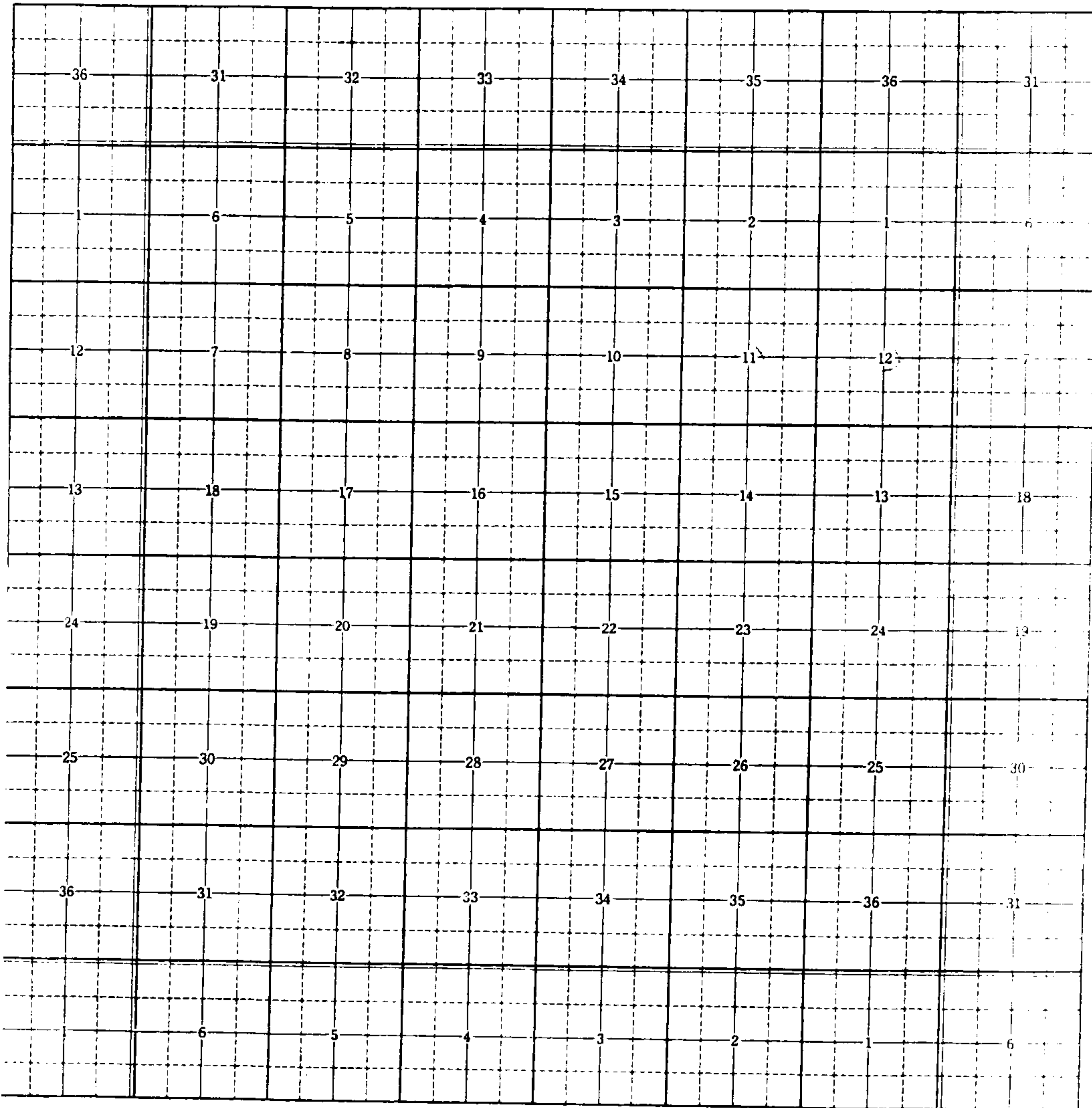
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Township 13 N, Range 10 E, County, State of Nebraska



13-47-PB
REV. 3-10-34

Township 2000, Range 11, County, State of



13-47-PB
REV. 3-10-34

Township 11 N, Range 10 W, County, State of NEB

36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6
12	7	8	9	10	11	12	7
13	18	17	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6

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RECORDED	<u>Dec. 30</u>	20 <u>05</u> <u>1:50 PM</u>
IN BOOK	<u>131</u>	<u>045</u> PAGE <u>455</u>
FEES \$	<u>143.00</u>	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING		

by Cynthia J. Friel

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

This CONVEYANCE is dated to be effective as of September 24th, 2005 for purposes of revenue distributions stemming from the properties listed herein (the "effective time"), and is by and between THE WHANN FAMILY PARTNERSHIP, L.P., a Delaware Limited Partnership, whose address is 3924 Centenary Avenue, Dallas, TX 75225-5427 (hereinafter referred to as "Grantor"), and THE WHANN FAMILY LIMITED PARTNERSHIP, an Alaska Limited Partnership, whose address is 3924 Centenary Avenue, Dallas, TX 75225-5427 (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)

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 28th day of November, 2005, but shall be effective as of the Effective Time first above written.

THE WHANN FAMILY PARTNERSHIP, L.P., a Delaware
Limited Partnership, Grantor

R. Tyler Whann President
By: R. Tyler Whann, President and Sole Member

STATE OF Delaware }
COUNTY OF Kent }

This instrument was acknowledged before me on the 28th day of
May, 2005, by R. Tyler Whann, as President and Sole Member of the WHANN
FAMILY PARTNERSHIP, L.P., and was done so specifically for the purposes herein set
forth.



SEAL

Notary Public in and for State of Delaware

My Commission Expires: April 1, 2007

Exhibit "A" to that certain Conveyance dated ~~November 13th~~, 2005, but effective as of September 24th, 2005, by and between The Whann Family Partnership, L.P., a Delaware Limited Partnership, Grantor, and The Whann Family Limited Partnership, an Alaska Limited Partnership, Grantee

WYW 06269:

T31N-R109W, 6th P.M.

Section 13: All
 Section 14: E/2
 Section 24: N/2, SE, E/2SW
 Section 25: All
 Section 35: W/2, S/2NE

Containing 2,560 acres, more or less

WYW 06270:

T31N-R109W, 6th P.M.

Section 1: Lots 1,2,3,4, S/2NW, NWSW
 Section 2: Lots 1,2,3,4, S/2N/2, S/2
 Section 3: All
 Section 9: S/2SE
 Section 10: W/2, NE, NWSE
 Section 11: N/2NW
 Section 12: Lots 6,7,8,10, SFSW, S/2SE, NISE

Containing 2,535.95 acres, more or less

WYW 06283:

T30N-R108W, 6th P.M.

Section 6: Lots 3,4,5,6,7, E/2SW, SENW
 Section 7: Lots 1,2, E/2NW

T31N-R108W, 6th P.M.

Section 19: Lots 1,2,3,4, E/2SW, E/2NW
 Section 30: Lots 1,2,3,4, E/2W/2
 Section 31: Lots 1,2,3,4, E/2W/2

Containing 1,112.94 acres, more or less

WYW 06286:

T32N-R109W, 6th P.M.

Section 27: NW, S/2
Section 28: NE, SE
Section 33: E/2
Section 34: All
Section 35: N/2, SE, SW

Containing 2,400 acres, more or less

WYW 06933:

T30N-R108W, 6th P.M.

Section 5: All
Section 7: NE
Section 8: N/2

T31N-R108W, 6th P.M.

Section 17: SW
Section 18: E/2
Section 20: W/2
Section 30: E/2
Section 32: W/2

Containing 2,550.20 acres, more or less

WYW 06934:

T30N-R108W, 6th P.M.

Section 6: Lots 1,2, S/2NE, SE
Section 7: Lots 3,4, E/2SW, SE

T31N-R108W, 6th P.M.

Section 19: E/2
Section 29: W/2
Section 31: E/2

T30N-R109W, 6th P.M.

Section 11: SE
Section 12: S/2

Containing 2,045.94 acres, more or less

WYW 08589:

T32N-R109W, 6th P.M.

- Section 5: SWSW, Lots 2,3,4, SE, N/2SW, SESW
Section 6: Lots 1,2,3,4,5,6,7,8,9,10, S/2SE, N/2SE
Section 7: NE, N/2SE, S/2SE
Section 8: W/2NW, NWSW, E/2NW, SWSW, E/2SW, E/2
Section 17: N/2NE, SWNE, W/2, W/2SE, SESE, SENE, NESE

Containing 2,416.55 acres, more or less

WYW 08592:

T33N-R109W, 6th P.M.

- Section 21: S/2S/2
Section 28: All
Section 29: N/2N/2NW, N/2NWNE, NWNENE, S/2N/2NW, S/2NWNNE,
NENENE, S/2N/2, S/2NENE, S/2
Section 32: E/2
Section 33: All
Section 34: W/2W/2

Containing 2,560 acres, more or less

WYW 08593:

T33N, R109W, 6th P.M.

- Section 17: S/2NE, W/2, SE
Section 18: Lots 1,2,3,4, E/2W/2, E/2
Section 19: SENENE, E/2SENE, E/2E/2SE, W/2E/2, N/2NENE, SWNENE,
W/2SENE, W/2NESE, W/2SESE
Section 20: SWNENE, S/2NWNNE, SWNE, W/2SENE, S/2N/2NW, S/2NW, SW,
W/2SE, W/2E/2SE, N/2NWNW, N/2NENW, N/2NWNNE, N/2NENE,
SENENE, E/2SENE, E/2SESE, E/2NESE
Section 21: W/2NE, NW, N/2S/2

Containing 2,548.92 acres, more or less

WYW 118156:

T30N-R108W, 6th P.M.

Section 17: SW, N/2SE, SWSE
Section 18: Lots 1,2,3,4, W/2NE, SENE, E/2W/2, SE
Section 20: All
Section 21: All

T31N-R108W, 6th P.M.

Section 35: W/2NE, E/2W/2, SE

Containing 2,499.80 acres, more or less

WYW 118157:

T30N-R108W, 6th P.M.

Section 22: NW, W/2SW, SESW, SE
Section 23: N/2NE, SENE, S/2
Section 27: W/2W/2
Section 28: All
Section 33: NE, N/2NW
Section 34: S/2NW, NESW

Containing 2,040 acres, more or less

WYW 118158:

T31N-R108W, 6th P.M.

Section 17: N/2, SE
Section 20: E/2
Section 21: All
Section 7: NENE, S/2NE, SE
Section 8: S/2NW, SW, SWSE

Containing 2,000 acres, more or less

WYW 118159:

T31N-R108W, 6th P.M.

Section 27: W/2NE, W/2, SE
Section 28: All
Section 33: E/2E/2, SWNE, NWSE
Section 34: All
Section 35: W/2W/2

Containing 2,240.00 acres, more or less

WYW 118166:T31N-R109W, 6th P.M.

Section 17: All
 Section 28: E/2W/2, NWSW, SWSE
 Section 5: Lots 3,4, S/2NW, SW
 Section 6: Lots 1,2,3,4,5,6,7,8,9,10,11,12,13,14, S/2NE, SE
 Section 8: All

Containing 2,537.79 acres, more or less

WYW 135124:T32N-R109W, 6th P.M.

Section 21: SE
 Section 22: S/2
 Section 23: All
 Section 24: W/2NW, SENW, S/2

Containing 1,560 acres, more or less

WYW 133768:T30N-R109W, 6th P.M.

Section 13: S/2NW, S/2
 Section 14: All

Containing 1,040 acres, more or less

WYW 015314:T30N-R108W, 6th P.M.

Section 8: S/2
 Section 9: S/2
 Section 10: S/2, NE
 Section 14: SW
 Section 15: All
 Section 17: N/2
 Section 22: NE
 Section 23: NW

Containing 2,560 acres, more or less

WYW 015315:

T32N-R109W, 6th P.M.

Section 7: Lots 1,2,5,6,7,8,11,12
Section 18: E/2
Section 19: E/2
Section 20: All
Section 21: W/2

T33N-R109W, 6th P.M.

Section 32: SW, S/2NW, NENW

Containing 2,200.00 acres, more or less

WYW 015316:

T30N-R108W, 6th P.M.

Section 3: SW
Section 4: Lots 1,2,3,4, S/2N/2, S/2
Section 9: N/2
Section 10: NW

T31N-R108W, 6th P.M.

Section 29: NE, SE
Section 32: E/2
Section 33: NW, SW

Containing 2,222.56 acres, more or less

WYW 015317:

T32N-R109W, 6th P.M.

Section 4: Lots 8,9,10,15,16
Section 9: N/2, N/2SW, N/2SE, SESE, S/2SW, SWSE
Section 15: W/2
Section 21: NE
Section 22: N/2

T33N-R109W, 6th P.M.

Section 34: W/2E/2, E/2W/2

Containing 1,960.17 acres, more or less

WYW 016155:T30N-R107W, 6th P.M.

Section 7: W/2SE
 Section 18: All
 Section 19: All
 Section 20: E/2SE, W/2E/2, W/2
 Section 30: Lots 1,2,3,4, E/2W/2, W/2NE

Containing 2,318.40 acres, more or less

WYW 016158:T30N-R107W, 6th P.M.

Section 7: Lots 1,2,3,4, E/2W/2

T30N-R108W, 6th P.M.

Section 25: All
 Section 26: All
 Section 34: NE, N/2SE, N/2NW
 Section 35: N/2, N/2S/2, S/2SE

Containing 2,475.20 acres, more or less

WYW 016161:T30N-R108W, 6th P.M.

Section 11: E/2E/2
 Section 12: All
 Section 13: All
 Section 14: S/2NW, NENW, NE, N/2SE, SESE
 Section 24: SFSW, SESE, N/2, N/2S/2, SWSW, SWSE

Containing 2,480 acres, more or less

WYW 016162:

T30N-R108W, 6th P.M.

Section 1: Lots 2,3,4, SWNE, S/2, S/2NW
Section 2: All
Section 3: Lots 1,2,3,4, S/2N/2, N/2SE, SESE
Section 11: W/2E/2, NW, SW
Section 27: E/2, E/2W/2

Containing 2,512.17 acres, more or less

WYW 016167:

T32N-R109W, 6th P.M.

Section 3: Lot 4, SWNW, W/2SW, SESW

T33N-R109W, 6th P.M.

Section 19: Lots 1,2,3,4, E/2W/2
Section 27: SW, SWNW, SWSE
Section 30: NENENE, W/2NENE, SENENE, NW, S/2, W/2NE, SENE
Section 31: All
Section 34: E/2E/2
Section 35: SW, SWNW

Containing 2,357.52 acres, more or less

WYW 018039:

T30N-R108W, 6th P.M.

Section 3: SWSE
Section 14: SWSE, NWNW
Section 17: SESE
Section 18: NENE
Section 22: NESW
Section 23: SWNE

T31N-R108W, 6th P.M.

Section 33: NWNE, SWSE

Containing 360 acres, more or less

WYW 026025:T31N-R109W, 6th P.M.

Section 14: S/2NW, SW
Section 15: Lots 7,8, E/2SW, SE
Section 22: NW, E/2
Section 23: All
Section 24: W/2SW
Section 26: All
Section 27: E/2NE
Section 35: N/2NE

Containing 2,537.34 acres, more or less

WYW 026026:T31N-R109W, 6th P.M.

Section 11: Lot 1
Section 12: Lots, 5,9

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, Section 11; and Lots 8,9,10 of Section 12.

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 Lots 5,6 and 7 of Section 12.

That part of Section 15 (containing 27.42 acres) located in the river bed.

Containing 197.60 acres, more or less

Township _____, Range _____, County, State of _____

36	31	32	33	34	35	36	31
6	5	4	3	2	1	6	
12	7	8	9	10	11	12	7
13	18	17	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
6	5	4	3	2	1	6	

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Township _____, Range _____, County, State of _____

36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6
12	7	8	9	10	11	12	7
13	18	17	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
6	5	4	3	2	1	6	

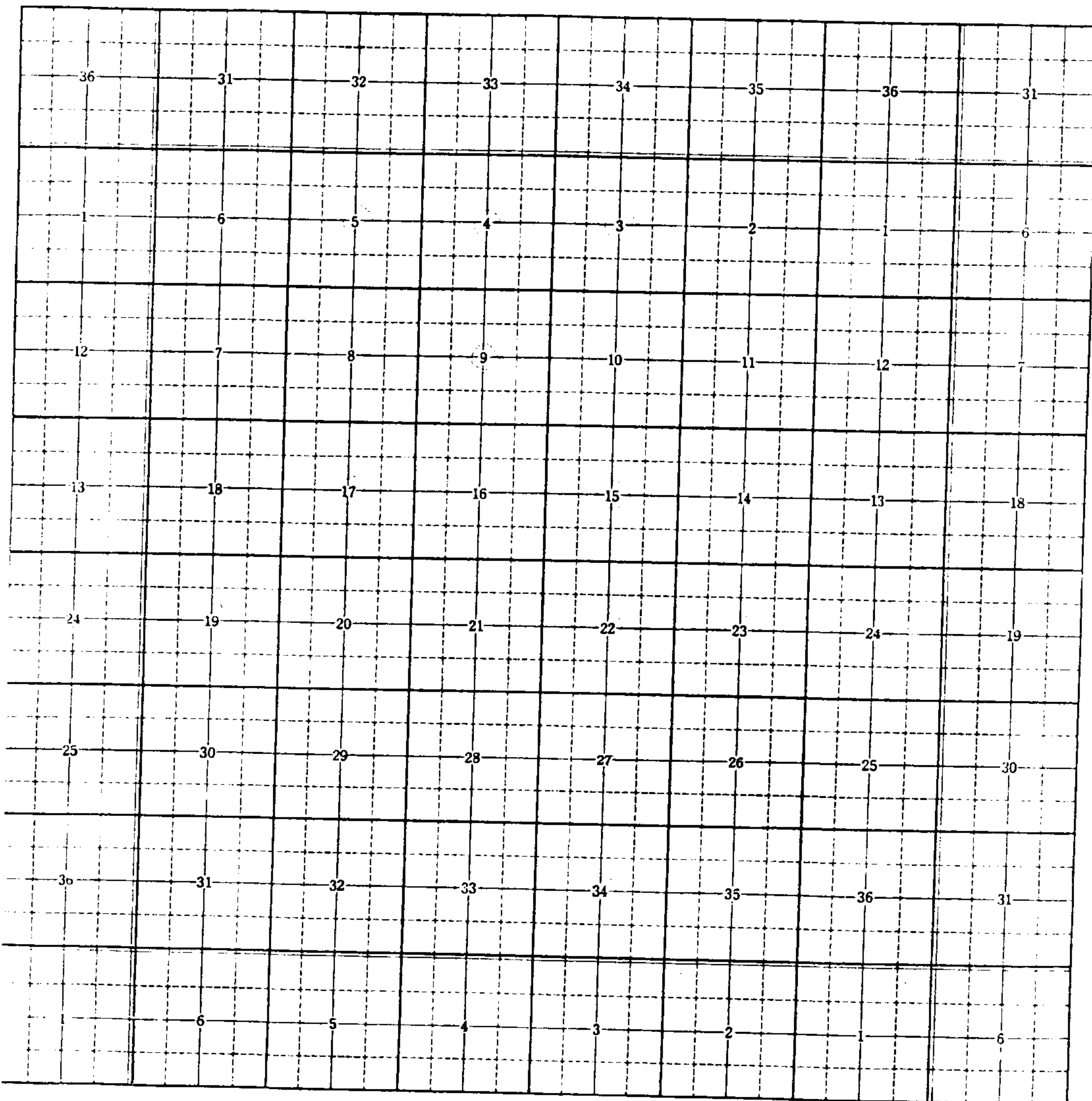
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Township _____, Range _____, County, State of _____

36	31	32	33	34	35	36	31
6	5	4	3	2	1	6	
12	7	8	9	10	11	12	
13	18	17	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
6	5	4	3	2	1	6	

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Township _____, Range _____, County, State of _____



Township _____, Range _____, County, State of _____

36	31	32	33	34	35	36	31
6	5	4	3	2	1	6	
12	7	8	9	10	11	12	7
13	18	17	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
6	5	4	3	2	1	6	

13-47-PB
REV. 3-10-34

Township _____, Range _____, _____ County, State of _____

36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6
12	7	8	9	10	11	12	7
13	18	17	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
6	5	4	3	2	1	6	

Township _____, Range _____, County, State of _____

36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6
12	7	8	9	10	11	12	7
13	18	17	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
	6	5	4	3	2	1	6

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OIL AND GAS LEASE

RECORDED	Jan. 3	Page 8:200
IN BOOK	1310+B	PAGE 474
FEES	19.00	COUNTY CLERK
SUBLETTE COUNTY	MONTANA	

by Cynthia J. Friel

AGREEMENT, Made and entered into the 28th day of November

200 5 by and between

Beverly Allen, individually and as Trustee of the Beverly Allen Revocable Trust Agreement dated March 30, 1999

2912 Mandell Circle, Clovis, NM 88101

whose address is

Contex Energy Company

whose address is

1645 Court Place, Suite 212, Denver, CO 80202

hereinafter called Lessee:

hereinafter called Lessor (whether one or more) and

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

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 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.

Beverly Allen

Beverly Allen, individually and as Trustee of the Beverly Allen Revocable Trust Agreement dated March 30, 1999

SS/Tax ID# 525 90-1403

STATE of New Mexico

ACKNOWLEDGMENT-INDIVIDUAL

COUNTY of Berry

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 20th day of Dec, 2005, personally appeared Beverly Allen, individually and as Trustee of the Beverly Allen Revocable Trust Agreement dated March 30, 1999

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 s he _____ 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: 2/5/2005



NOTARIAL SEAL
TERRAL H. HESI
NOTARY PUBLIC
STATE OF NEW MEXICO

My Commission Expires: 2/5/2005

Notary Public:

Address: 2720 N. Prince St.
Clovis NM 88101

STATE of _____

ACKNOWLEDGMENT-INDIVIDUAL

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: _____

STATE of _____

ACKNOWLEDGMENT-CORPORATE

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 November 28th, 2005, by and between Beverly Allen, individually and as Trustee of the Beverly Allen Revocable Trust Agreement dated March 30, 1999, as Lessor, and Context 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), SE4NW4, S2NE4, N2SE4
 Section 12: Lots 1(39.37), 2(38.88), 3(37.04), 4(35.31), S2N2, N2SW4, SW4SW4, SE4
 Section 13: NE4NE4

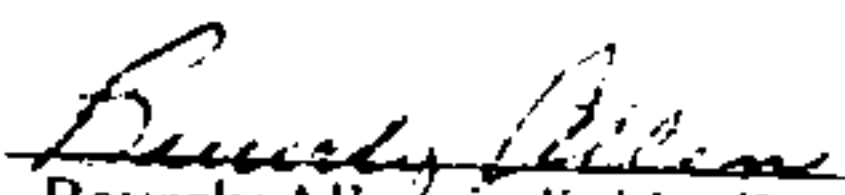
Township 33 North, Range 112 West, 6th P.M.

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 15% royalty.

This lease shall cover only oil, gas (except CO₂), condensate and any other mineral produced or producible in association therewith through the wellbore of any well drilled for such products on the lands described herein.

Signed for identification:



Beverly Allen, individually and as Trustee of the Beverly Allen Revocable Trust Agreement dated March 30, 1999

316187

OIL AND GAS LEASE

Jun. 3 8:20 AM
IN BOOK 1310+5 PAGE 477
FEES 19.00 COUNTY CLERK
SUBLETTE COUNTY
by Cynthia J. Friel
200 5

AGREEMENT, Made and entered into the 18th day of November

Jackie Mae Martin, formerly known as Jackie Mae Pinson, and R. Wilson Martin, wife and husband

whose address is

6275 Desert Star Road, Las Cruces, NM 88005-4604

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

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 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:

1. 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.

2. 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 of the well of such gas used off the premises.

3. 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.

4. 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 all or any part of the 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 royalties 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.

Jackie Mae Martin
Jackie Mae Martin

R. Wilson Martin
R. Wilson Martin

SS/Tax ID# 2-11-0575

SS/Tax ID# 1/10 38-8382

STATE of New Mexico
COUNTY of Santa Fe

ACKNOWLEDGEMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 5th day of September, 2005, personally appeared Jackie Mae Martin, formerly known as Jackie Mae Pinson, and R. Wilson Martin, wife and husband

identical person S described in and who executed the within and foregoing instrument of writing and acknowledged to me that t he y duly executed 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: 12-17-2009

[Signature]
Notary Public:
Address: 10000 1st St NE
Albuquerque, NM 87112

STATE of _____
COUNTY of _____

ACKNOWLEDGEMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 200____, personally appeared _____

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: _____

STATE of _____
COUNTY of _____

ACKNOWLEDGEMENT-CORPORATE

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 200____, personally appeared _____ to me 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 November 18th, 2005, by and between Jackie Mae Martin, formerly known as Jackie Mae Pinson, and R. Wilson Martin, wife and husband, 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
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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), SE4NW4, 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 15% royalty.

Signed for identification:

Jackie Mae Martin
Jackie Mae Martin

R. Wilson Martin
R. Wilson Martin

316188

OIL AND GAS LEASE

480

IN BOOK 131025 PAGE 480
FEES 19.00 COUNTY CLERK
SUBLETTE CO. *Mary F. Friel*
by *Cynthia F. Friel*

AGREEMENT, Made and entered into the 2nd day of December

Thomas J. Fury and Barbara A. Fury, individually and as Trustees of the Thomas J. Fury and Barbara A. Fury Revocable Trust

Agreement dated April 6th, 2000

1613 Colonial Parkway, Clovis, NM 88101

Contex Energy Company

whose address is

1645 Court Place, Suite 212, Denver, CO 80202

hereinafter called Lessor (whether one or more) and
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

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 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 other than 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 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.

Thomas J. Fury
Thomas J. Fury, individually and as Trustee of the
Thomas J. Fury and Barbara A. Fury Revocable Trust
Agreement dated April 6th, 2000

Barbara A. Fury
Barbara A. Fury, individually and as Trustee of the
Thomas J. Fury and Barbara A. Fury Revocable Trust
Agreement dated April 6th, 2000

SS/Tax ID# 75 18 0000

SS/Tax ID# 75 18 0000

STATE of New Mexico

ACKNOWLEDGEMENT-INDIVIDUAL

COUNTY of Curry

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of February, 2000,
personally appeared Thomas J. Fury and Barbara A. Fury, individually and as Trustees of the Thomas J. Fury and Barbara A. Fury
Revocable Trust Agreement dated April 6th, 2000

identical person S described in and who executed the within and foregoing instrument of writing and acknowledged to me that t he y duly executed
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 July 28, 2007

Notary Public:

Address: P.O. Box 1624
3100 S. Main St. Suite 1624

STATE of _____

ACKNOWLEDGEMENT-INDIVIDUAL

COUNTY of _____

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 200 ,
personally appeared _____

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: _____

STATE of _____

ACKNOWLEDGEMENT-CORPORATE

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 December 2nd, 2005, by and between Thomas J. Fury and Barbara A. Fury, individually and as Trustees of the Thomas J. Fury and Barbara A. Fury Revocable Trust Agreement dated April 6th, 2000, 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), SE4NW4, 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

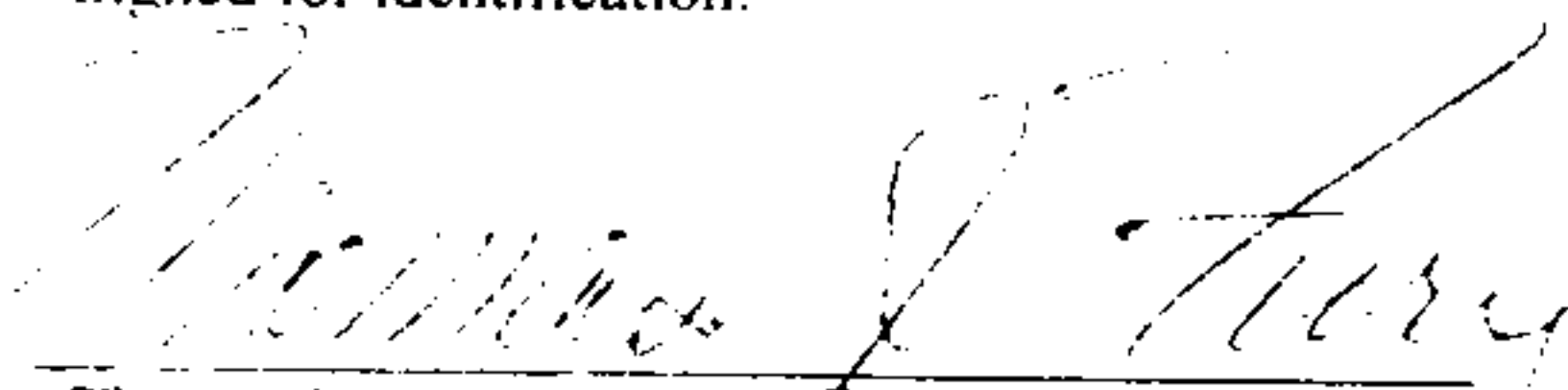
Section 34: N2NE4, SE4NE4

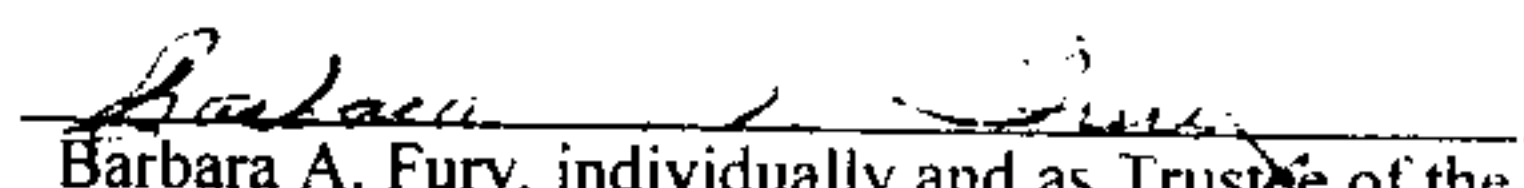
Section 35: W2, SW4NE4, SE4

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 15% royalty.

This lease shall cover only oil, gas (except CO₂), condensate and any other mineral produced or producible in association therewith through the wellbore of any well drilled for such products on the lands described herein.

Signed for identification:


Thomas J. Fury, individually and as Trustee of the
Thomas J. Fury and Barbara A. Fury Revocable
Trust Agreement dated April 6th, 2000


Barbara A. Fury, individually and as Trustee of the
Thomas J. Fury and Barbara A. Fury Revocable
Trust Agreement dated April 6th, 2000

316189

OIL AND GAS LEASE

Jun. 3 06:00A
IN BOOK 11310-25 PAGE 483
FEES \$ 19.00 COUNTY CLERK
SUBLETTE COUNTY WYOMING
By Cynthia J. Friel

AGREEMENT, Made and entered into the 28th day of November

Vernon Ray Bennett, individually and as Trustee of the Vernon Ray Bennett Living Trust effective May 11, 1998

100 Country Club Road, Raton, NM 87740

whose address is

Context Energy Company

whose address is

1645 Court Place, Suite 212, Denver, CO 80202

hereinafter called Lessee:

hereinafter called Lessor (whether one or more) and

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

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 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:
 1. 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.
 2. 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.
 3. 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.
 4. 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 or 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.

Vernon Ray Bennett, individually and as Trustee of the
Vernon Ray Bennett Living Trust effective May 11, 1998

SS/Lax ID#

STATE of New Mexico

COUNTY of Sevier

ACKNOWLEDGEMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 28 day of January, 2005, personally appeared Vernon Ray Bennett, individually and as Trustee of the Vernon Ray Bennett Living Trust effective May 11, 1998

identical person _____ described in and who executed the within and foregoing instrument of writing and acknowledged to me that _____ he _____ to me known to be the
same as _____ his _____ free and voluntary act and deed for the uses and purposes therein set forth and in the capacity stated therein.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at _____ this _____ day of _____ 20____.

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

My Compiling Expires



OFFICIAL SEAL
KRISTIE L. BACA
NOTARY PUBLIC
STATE OF NEW MEXICO

Notary Public:

Address: (100) 5 2nd St

Revised 10/15/74

STATE of

COUNTY of _____

ACKNOWLEDGEMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2000, personally appeared _____

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:

STATE of

Continued

ACKNOWLEDGEMENT-CORPORATE

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2000, _____ 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 November 28th, 2005, by and between Vernon Ray Bennett, individually and as Trustee of the Vernon Ray Bennett Living Trust effective May 11, 1998, 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), SE4NW4, S2NE4, N2SE4
Section 12: Lots 1(39.37), 2(38.88), 3(37.04), 4(35.31), S2N2, N2SW4, SW4SW4, SE4
Section 13: NE4NE4

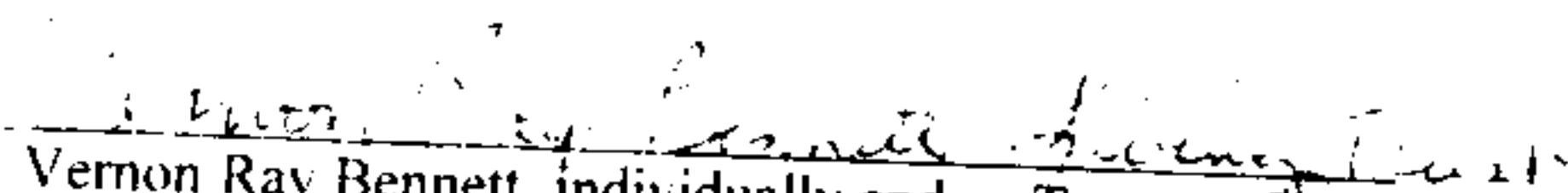
Township 33 North, Range 112 West, 6th P.M.

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 15% royalty.

This lease shall cover only oil, gas (except CO₂), condensate and any other mineral produced or producible in association therewith through the wellbore of any well drilled for such products on the lands described herein.

Signed for identification:


Vernon Ray Bennett, individually and as Trustee of the
Vernon Ray Bennett Living Trust effective May 11, 1998

Anderson 4-3 et al

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF WYOMING §
 § ss.
 COUNTY OF SUBLETTE §

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment"), dated effective January 1, 2006 at 7:00 a.m. Mountain Time (the "Effective Time"), is from Donald B. Anderson Ltd., a New Mexico general partnership, located at 6300 S. Syracuse Way, Englewood, Colorado 80111, (collectively referred to as "Assignor") and

316252

XTO ENERGY INC.
 810 HOUSTON ST
 FORT WORTH, TX 76102-6298

RECORDED	<i>Jan 4</i>	2006 2:35PM
IN BOOK	<i>1310+M</i>	PAGE <i>486</i>
FEES \$	<i>38.00</i>	COUNTY CLERK
SUBLETTE COUNTY, WYOMING		

("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 and gas leases described in Exhibit A (the "Leases"), insofar as said Leases cover the land described in Exhibit A (the "Land" or "Lands") and the oil, gas and other hydrocarbons (the "Hydrocarbons") attributable to the Leases or Lands, together with all the property and rights incident thereto and obligations associated with the contracts and agreements relating to the Leases and Land, including without limitation, all operating agreements, exploration agreements, pooling, communitization and unitization agreements, farmout agreements, product purchase and sale contracts, transportation, processing, treatment or gathering agreements, leases, permits, rights-of-way, easements, licenses, declarations, orders, contracts, and instruments in any way relating to the Leases;

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

PLEASE RETURN TO:
 TOGAC
 P O BOX 671787
 HOUSTON, TX 77267-1787

Sale No. 2050
 Lot No. 81

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disposal of Hydrocarbons or water produced from the properties and interests described in subsection (a);

c. The pooling and communitization agreements, declarations and orders, and all other such agreements relating to the properties and interests described in subsections (a) and (b) and to the production of Hydrocarbons, if any, attributable to said properties and interests;

d. All existing and effective sales, purchase, exchange, gathering, transportation and processing contracts, operating agreements, balancing agreements, farmout agreements, and other contracts, agreements and instruments insofar as they relate to the properties and interests described in subsections (a) through (c);

e. The files, records, and data of Assignor relating to the items described in subsections (a) through (d) above (the "Records"). The Records shall not include any data or information that is subject to applicable third-party licensing restrictions or other restrictions on disclosure or transfer.

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:

1. **Warranty:** THIS ASSIGNMENT IS MADE WITHOUT ANY WARRANTY OR REPRESENTATION OF TITLE, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EXCEPT THAT ASSIGNOR AGREES TO WARRANT AND DEFEND TITLE AGAINST THE CLAIMS AND DEMANDS OF ANY PARTY CLAIMING OR TO CLAIM THE SAME AS A RESULT OF ASSIGNMENTS OR ENCUMBRANCES CREATED BY ASSIGNOR, BUT NOT OTHERWISE. THIS ASSIGNMENT IS FURTHER MADE WITHOUT WARRANTY OR REPRESENTATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AS TO THE CONDITION, QUANTITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY PURPOSE, CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OR MERCHANTABILITY OF ANY OF THE EQUIPMENT AND, EXCEPT AS EXPRESSLY PROVIDED ABOVE, WITHOUT ANY OTHER EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER. THIS ASSIGNMENT IS MADE WITH FULL SUBSTITUTION AND SUBROGATION OF ASSIGNEE IN AND TO ALL REPRESENTATIONS AND WARRANTIES HERETOFORE GIVEN OR MADE BY OTHERS WITH RESPECT TO THE ASSETS. ASSIGNEE HAS INSPECTED OR WAIVED IT RIGHT TO INSPECT THE ASSETS FOR ALL PURPOSES AND HAS SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE. ASSIGNEE IS RELYING SOLELY UPON ITS

Sale No. 205C
Lot No. 81

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OWN INSPECTION OF THE ASSETS, AND ASSIGNEE SHALL ACCEPT ALL OF THE SAME IN THEIR "AS IS, WHERE IS" CONDITION. IN ADDITION ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AS TO THE ACCURACY OR COMPLETENESS OF ANY REPORTS, RECORDS, PROJECTIONS OR MATERIALS NOW, HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE IN CONNECTION WITH THIS ASSIGNMENT, AND SUCH RECORDS, REPORTS, PROJECTIONS AND OTHER MATERIALS ARE PROVIDED ASSIGNEE AS A CONVENIENCE AND SHALL NOT CREATE OR GIVE RISE TO ANY LIABILITY OF OR AGAINST ASSIGNOR. ANY RELIANCE ON OR USE OF THE SAME SHALL BE AT ASSIGNEE'S SOLE RISK TO THE MAXIMUM EXTENT PERMITTED BY LAW.

2. **Allocation of Production, Proceeds and Taxes:** All production of oil, gas and other minerals from the Assets prior to the Effective Time, and all proceeds from the sale of such production, shall be the property of Assignor. All such production upon and after the Effective Time, and all proceeds from the sale thereof, shall be the property of Assignee. Assignee shall assume all rights and/or liabilities of Assignor (whether satisfiable in cash or out of production) associated with any gas imbalances affecting the Assets as of the Effective Time and thereafter, and Assignee hereby succeeds to the position of Assignor with respect to all gas imbalances (whether arising under contract or otherwise) and all make-up rights and obligations associated with such gas imbalances, whether same arose before or after the Effective Time; as a result of such succession, Assignee shall (i) be entitled to receive any and all benefits, including payments of proceeds of production in excess of amounts which it would otherwise be entitled to produce and receive by virtue of ownership of the Assets, which Assignor would have been entitled to receive by virtue of such position and (ii) be obligated to suffer any detriments which Assignor would have been obligated to suffer by virtue of such position (whether the same be in the form of the obligation to deliver Production which would have otherwise been attributable to its ownership of the Assets without receiving full payment therefor, or in the form of the obligation to make payment in cash). All taxes (other than income taxes) associated with the Assets and/or measured by production therefrom are allocated as between Assignor and Assignee as of the Effective Time. It is agreed that oil that was produced from the Assets and that was, on the Effective Time, stored in tanks located on the Assets (or located elsewhere but used by Assignor to store oil produced from the Assets prior to delivery to oil purchasers) and above pipeline connections shall be deemed to have been produced before the Effective Time and Assignee shall reimburse Assignor for such volumes.
3. **Responsibility for Payments and Obligations:** Assignee shall be responsible for all lease rentals, shut-in royalties, minimum royalties, payments in lieu of production, production royalties (including royalties paid in kind), overriding royalties, production payments, net profits payments, contractual payments, operating costs, expenses, fees, vendor and

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contractor invoices, billing, charges, assessments, overhead charges under applicable operating agreements and other indebtedness and obligations due, payable, incurred, accrued or attributable to the ownership, operation, use or maintenance of or otherwise relating to the Assets on or after the Effective Time, and shall reimburse Assignor for any such payments made or obligations discharged by Assignor after the Effective Time.

4. **Assumption and Indemnification:** As used in this paragraph 4 and the subparagraph hereunder, "Claims" shall include claims, demands, causes of action, liabilities, damages, fines, penalties and judgments of any kind or character, whether or not resulting from third party claims, and all costs and fees (including, without limitation, interest, reasonable attorneys' fees, reasonable costs of experts, court costs and reasonable costs of investigation, in connection therewith):
 - A. Assignee shall, without limitation of the other provisions of this Assignment, (i) assume and promptly comply with all duties and obligations of Assignor, express, statutory or implied, arising or accruing with respect to the Assets after the Effective Time, specifically including, without limitation, any obligation to take any clean-up, remedial or other action with respect to the Assets, and (ii) defend, indemnify and hold Assignor harmless from and pay or reimburse Assignor for any and all Claims in connection with the duties and obligations described in item (i), above. Without limitation of the generality of the foregoing, Assignee shall assume all responsibility to properly plug, re-plug and/or abandon any well located on or included in the Assets, whether such well was abandoned prior to or after the Effective Time.
 - B. Except as otherwise provided herein, Assignee shall defend, indemnify and hold Assignor harmless from and pay or reimburse Assignor for any and all Claims for personal injury or death or property damage arising directly or indirectly from or incident to, the use, occupation, operations, maintenance or abandonment of any of the Assets on or after the Effective Time.
5. 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.
6. Assignor or 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

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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.

7. This Assignment binds and inures to the benefit of Assignor and Assignee and the irrelative successors and assigns.
8. Assignor and Assignee agree to conduct a post-closing accounting settlement on or before 90 days from the execution date hereof (the "Post-Closing Settlement"). The Post-Closing Settlement shall reflect any necessary additional adjustments for (i) reductions for proceeds of production received by Assignor for times after the Effective Time, (ii) increases for the value of all merchantable oil in storage above the pipeline connection at the Effective Time, (iii) increases for costs paid by Assignor for times after the Effective Time, (iv) proration of taxes as of the Effective Time and (v) other adjustments in accordance with the terms of this Assignment, Bill of Sale and Conveyance or as otherwise mutually agreed to by Assignor and Assignee.

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

ASSIGNOR:

Donald B. Anderson Ltd.

By: Donald B. Anderson
Donald B. Anderson, General Partner

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ASSIGNEE: XTO ENERGY INC.

By: Edwin S. Ryan, Jr.

Edwin S. Ryan, Jr.
Senior Vice President - Land

4/1

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Sale No. 2050
Lot No. 81

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ACKNOWLEDGEMENTS

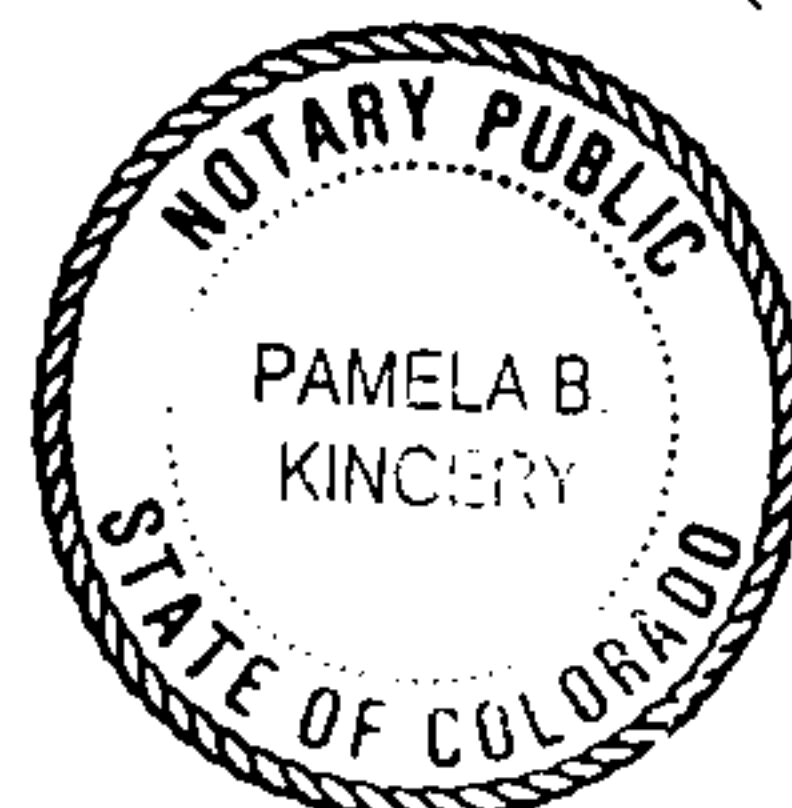
STATE OF COLORADO)
) SS.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me by Donald. B. Anderson, as General Partner of Donald B. Anderson Ltd., a New Mexico general partnership, this 28th day of November, 2005, on behalf of said partnership.

Witness my hand and official seal.

Pamela B. Kincery
Notary Public – State of Colorado

My commission expires: 10-13-08



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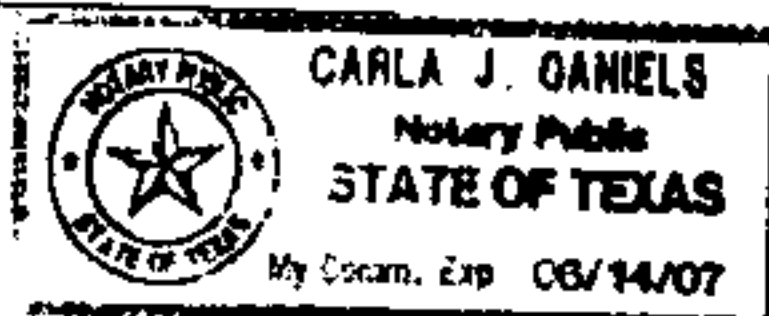
STATE OF Texas)
COUNTY OF Tarrant) SS.

The foregoing instrument was acknowledged before me by Edwin S. Ryan, Jr. of SRV P - Land
XTO Energy, Inc
Delaware Corp., this 27 day of Dec, 2005, on behalf of
said company.

Witness my hand and official seal.

Carla Daniels
Notary Public - State of

My Commission Expires:



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EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THE ASSIGNMENT, BILL OF SALE AND
CONVEYANCE DATED EFFECTIVE JANUARY 1, 2006.

Lease Number: 00113-U-0200-00
Lessor Name: WYW-127755-USA/BLM
Lessee Name: DONALD B. ANDERSON LTD.
Gross Acres: 525.17
Date: 11/1/1992
Recording: 105/617
Description: **TOWNSHIP 30 NORTH, RANGE 113 WEST, 6th P.M.**
Section 6: LOTS 3-5, SE/4NW/4, W/2SE/4, SE/4SE/4
Section 12: NE/4NW/4, NW/4NW/4 (EXCL 2.20 A IN
RSVR ROW WYE024404)
Section 20: SW/4
Sublette County, Wyoming

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EXHIBIT "B"

ATTACHED TO AND MADE A PART OF THE ASSIGNMENT, BILL OF SALE AND
CONVEYANCE DATED EFFECTIVE JANUARY 1, 2006.

<u>Well Name</u>	<u>Description</u>	<u>County</u>	<u>State</u>
Goat Hill 44-6	6,30N-113W	Sublette	Wyoming

OIL AND GAS LEASE

316306 310986

RECORDED	Jan 6	206 3:00P
IN BOOK	1312+1	PAGE 497
FEES	15.00	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING		

64 Cynthia G. Thiel
200 5 by and between

AGREEMENT, Made and entered into the 14th day of October

George L. Barp, a/k/a George Barp, individually and as Trustee of the Barp Trust, dated February 6, 1997

P.O. Box 788, Pinedale, WY 82941

whose address is

hereinafter called Lessor (whether one or more)

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

and containing 4.021.91 acres, more or less, together with all strips or parcels of land (not, however, to be construed to include parcels comprising 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 February 17th, 2006 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 land so 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 a 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, 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 unit plan; 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.

George L. Barp
George L. Barp, a/k/a George Barp, individually and as
Trustee of the Barp Trust, dated February 6, 1997

SS Tax ID# 520-18-9408

STATE of Wyoming
COUNTY of Sublette

ACKNOWLEDGEMENT-INDIVIDUAL

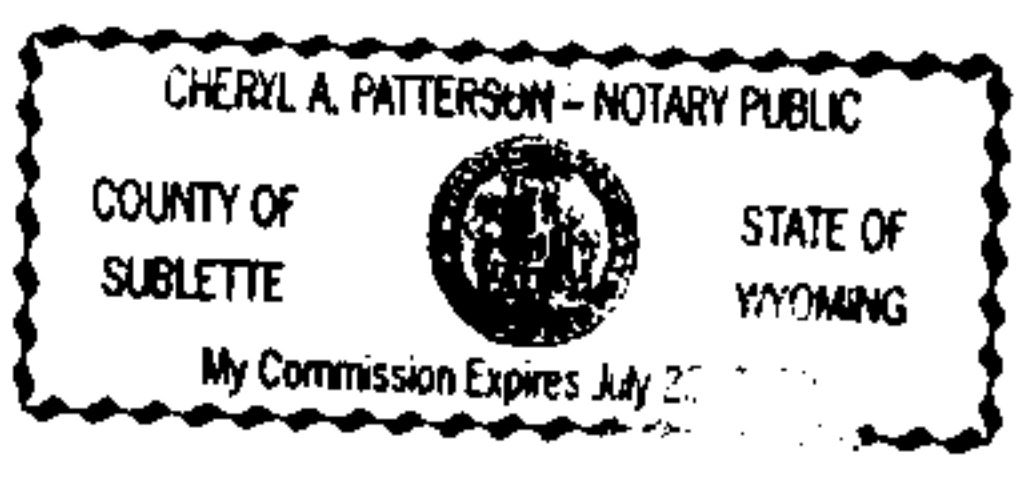
BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 13 day of Dec., 2005,
personally appeared George L. Barp, a/k/a George Barp, individually and as Trustee of the Barp Trust, dated February 6, 1997

_____, 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 _____ his _____ free and voluntary act and deed for the uses and purposes therein set forth and in the capacity stated therein.

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

My Commission Expires July 22, 2009

Cheryl A. Patterson
Notary Public:
Address:



STATE of Wyoming
COUNTY of Sublette

ACKNOWLEDGEMENT-INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 12 day of Dec, 2005,
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:

STATE of _____
COUNTY of _____

ACKNOWLEDGEMENT-CORPORATE

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 200_____,
personally appeared _____ to me 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 October 14th, 2005, by and between George L. Barp, a.k.a. George Barp, individually and as Trustee of the Barp Trust, dated February 6, 1997, 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 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

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.

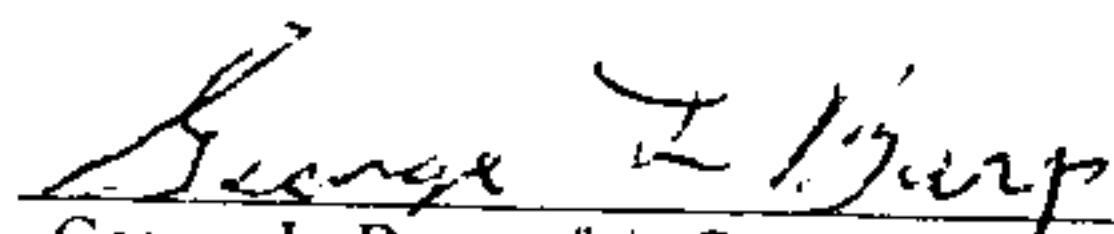
TOP LEASE RIDER:

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 February 16, 2001, recorded in Book 117 O&G, Page 437, in the records of Sublette County, Wyoming, between Edith Barp, a/k/a Edith L. Barp, and George L. Barp, a/k/a George Barp, wife and husband, as Lessor, to Hanson & Strahn, Inc., 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 February 17, 2006. (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 two (2) separate installments as follows: (a) The first installment constitutes 20.0% 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. The last installment 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:



George L. Barp, a/k/a George Barp, individually and as
Trustee of the Barp Trust, dated February 6, 1997

316308

Bray #32-27

RECORDED	400.6	063:15P.W.
IN BOOK	1310+1	PAGE 500
FEES	17.00	COUNTY CLERK
SUBLETTE COUNTY	WYOMING	

SURFACE DAMAGE AND USE AGREEMENT

by Cynthia J. Fried

THIS AGREEMENT made and entered into this 10th day of January, 2005, 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, (hereinafter referred to as "Grantor"), of P.O. 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: SW $\frac{1}{4}$ NE $\frac{1}{4}$
Sublette County, Wyoming

WHEREAS, Grantee desires to use a portion of said surface to access, drill, test, complete and produce the proposed Bray #32-27 well located on the lands specified above at an approximate surface location as depicted upon Exhibit "A" attached hereto.

NOW, THEREFORE, 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 permittees 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 #32-27 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 \$3,750.00, which payment shall be made by Grantee by check mailed to Grantor at P.O. Box 564, 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 Bray #32-27 (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 well site location for the Bray #32-27 well. However, Grantee will compensate Grantor for any unusual damages caused by its agents or employees such as 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 #32-27 well, 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 #32-27 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. Fence all pits sufficiently to turn all livestock.

Upon the plugging and abandonment of the Bray #32-27 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.

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 20th day of Jan, 2005.

Grantor(s):

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

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

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

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

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

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

Grantee:

BERCO RESOURCES, LLC

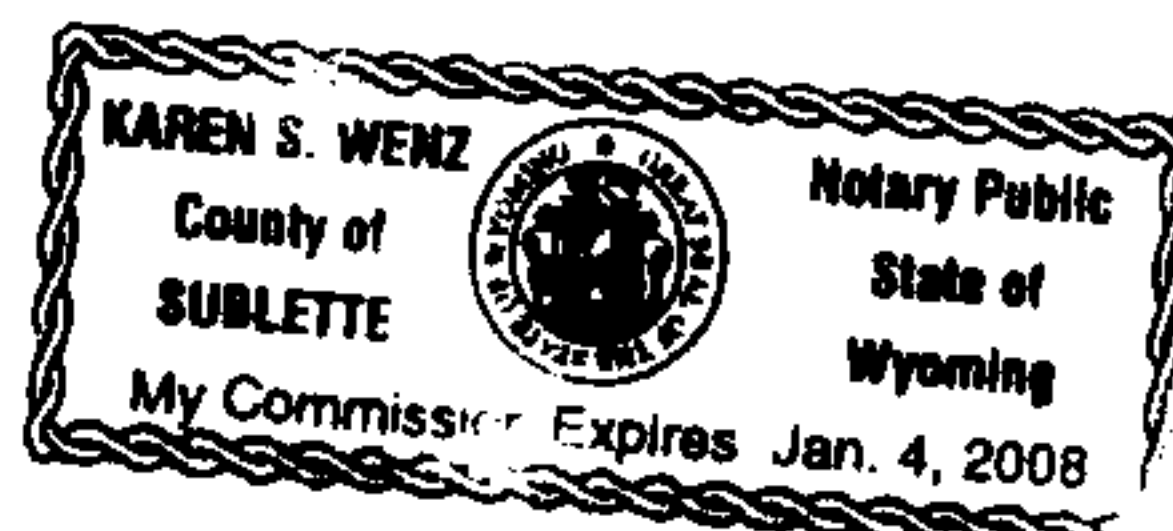
By: Timothy R. Morris
Timothy R. Morris, Vice President

STATE OF WYOMING)
)
 COUNTY OF Sublette) ss.

On this 20th day of January, 2005 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.

1/04/08
 My Commission Expires

Karen S. Wenz
 Notary Public



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.

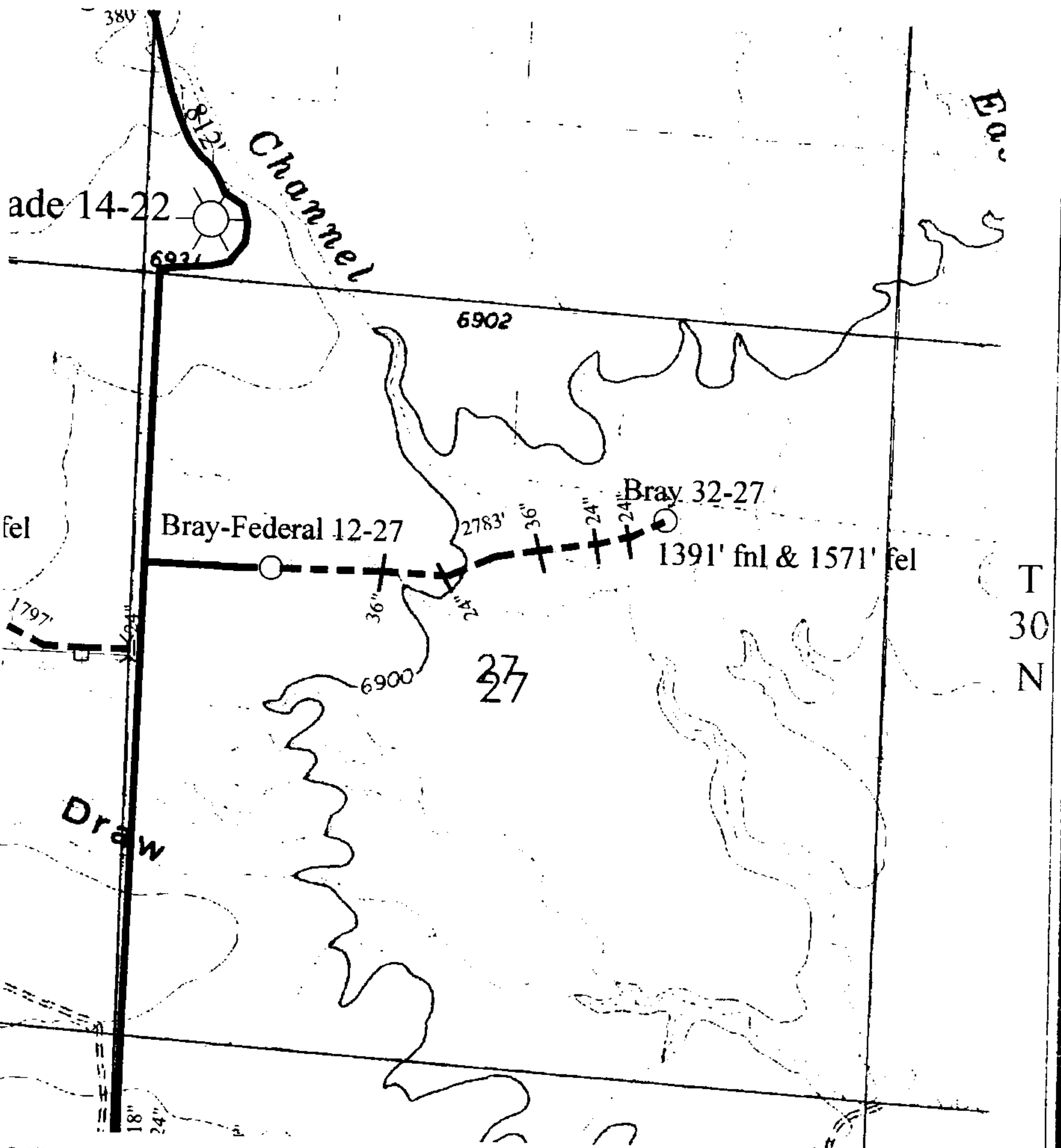
Given under my hand and seal of office this 20th day of February, 2005.

July 13, 2006
 My Commission Expires

Kelly D. Byrd
 Notary Public



R112W



24"
Culverts
Cattle Guards

Exhibit "A"

Berco Resources, LLC.
Sublette County, Wyoming

Bray 32-27

1" = 1000'

1/28/05

316309

RECORDED	Jan. 6	2006 3:20PM
IN BOOK	1310+4	PAGE 504
FEES \$	14.00	COUNTY CLERK
SUBLETTE COUNTY, WYOMING		

Downs #44-28

ACCESS ROAD EASEMENT

by Cynthia F. Friell

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 WestSection 28: SE $\frac{1}{4}$ SE $\frac{1}{4}$

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 14 day of February 2005.

Grantor(s):

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

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

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

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

STATE OF WYOMING)
) ss.
COUNTY OF Sublette)

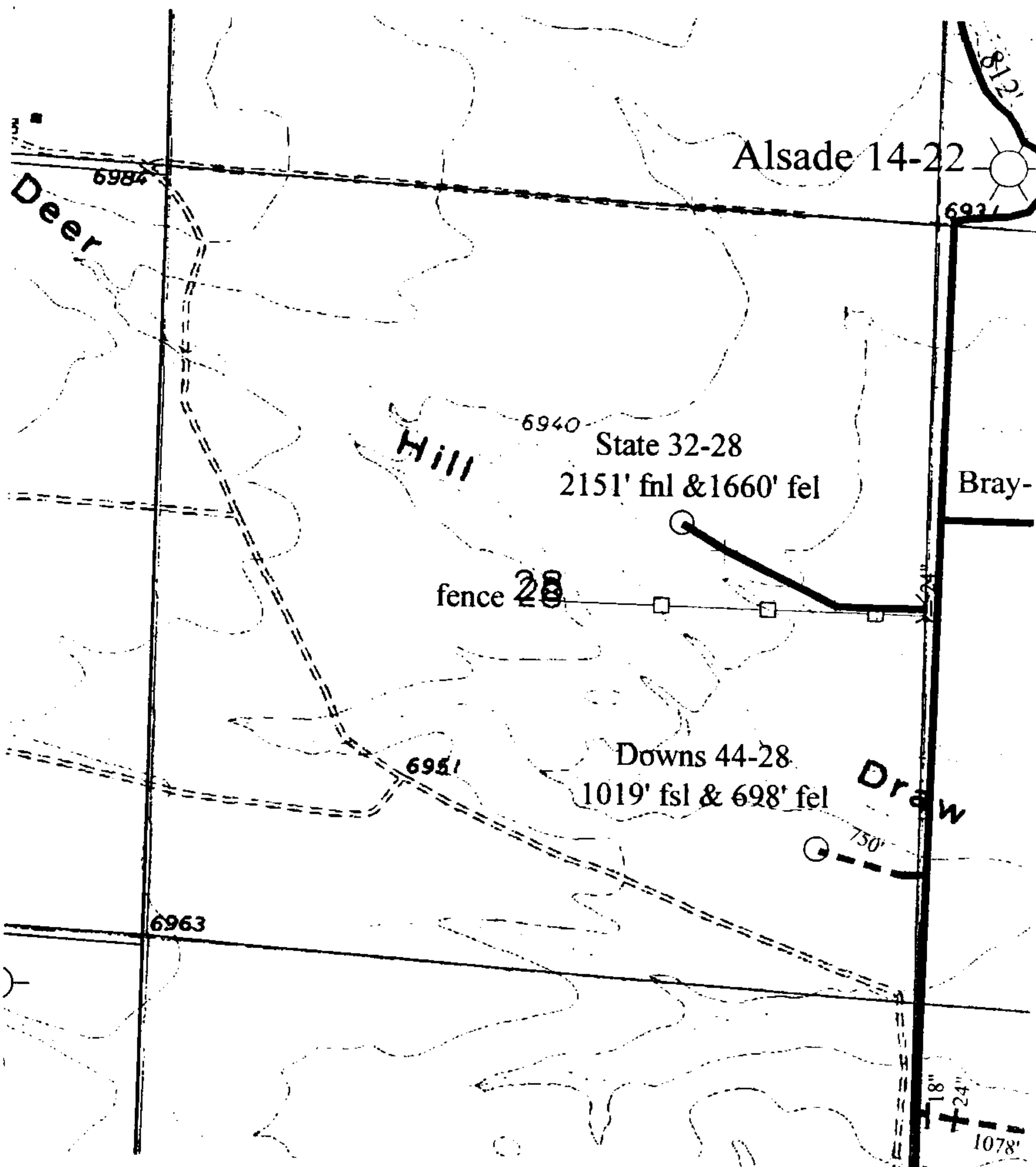
On this 14th day of February, 2005, before me, a Notary Public, personally appeared Jay B. Downs and Rebecca S. Downs, individually and as Trustees of the Jay B. Downs Living Trust, dated March 5, 1998, and Rebecca S. Downs and Jay B. Downs, as Trustees of the Rebecca S. Downs Living Trust, dated March 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

Amber Hammer
Notary Public



R112W



24"

Culverts



Cattle Guards

1" = 1000'

Exhibit "A"

Downs 44-28

Berco Resources, LLC.
Sublette County, Wyoming

316310
310940
RECORDED Jan. 6 2006 3:20 PM
IN BOOK 1310+0 PAGE 507
FEES 17.00 COUNTY CLERK
SUBLETTE COUNTY WYOMING

Downs #44-28

by Cynthia J. Finel

SURFACE USE AND ACCESS AGREEMENT

THIS AGREEMENT made and entered into this 14th day of February 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 28: SE $\frac{1}{4}$ SE $\frac{1}{4}$
Sublette County, Wyoming

WHEREAS, Grantee desires to use a portion of said surface to access, drill, test, complete and produce the proposed Downs #44-28 well located on the lands specified above at an approximate surface location as depicted upon Exhibit "A" attached hereto.

NOW, THEREFORE, 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 permittees 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 #44-28 well and for the continuous operation of said Downs #44-28 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 #44-28 (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 #44-28 well.

In the event the Downs #44-28 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 #44-28 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 14 day of FEBRUARY, 2005.

Grantor(s):

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

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

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

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

Grantee:

BERCO RESOURCES, LLC

By:

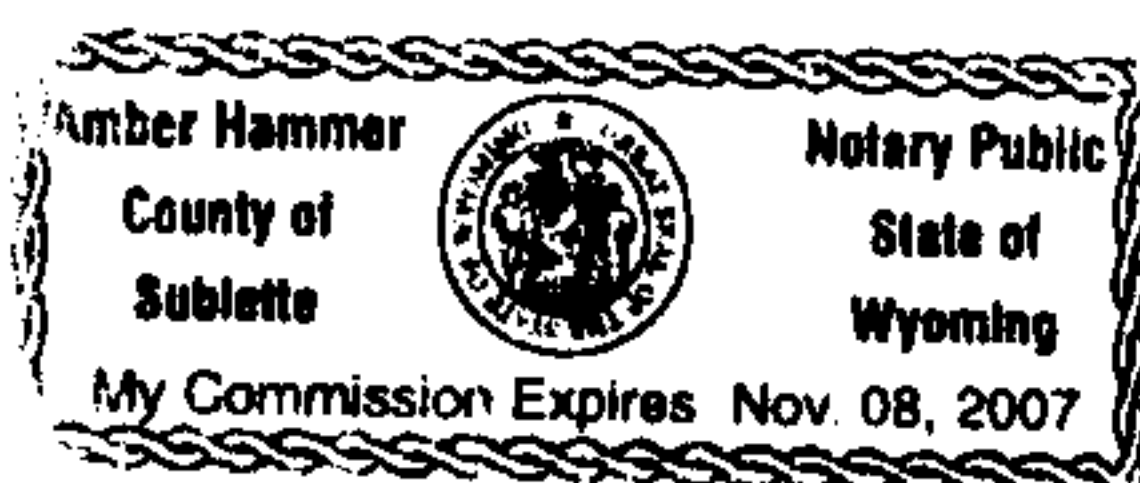
Timothy R. Morris
Timothy R. Morris, Vice President

STATE OF WYOMING _____)
) ss.
COUNTY OF Sublette _____)

On this 14th 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

Amber Hammer
Notary Public



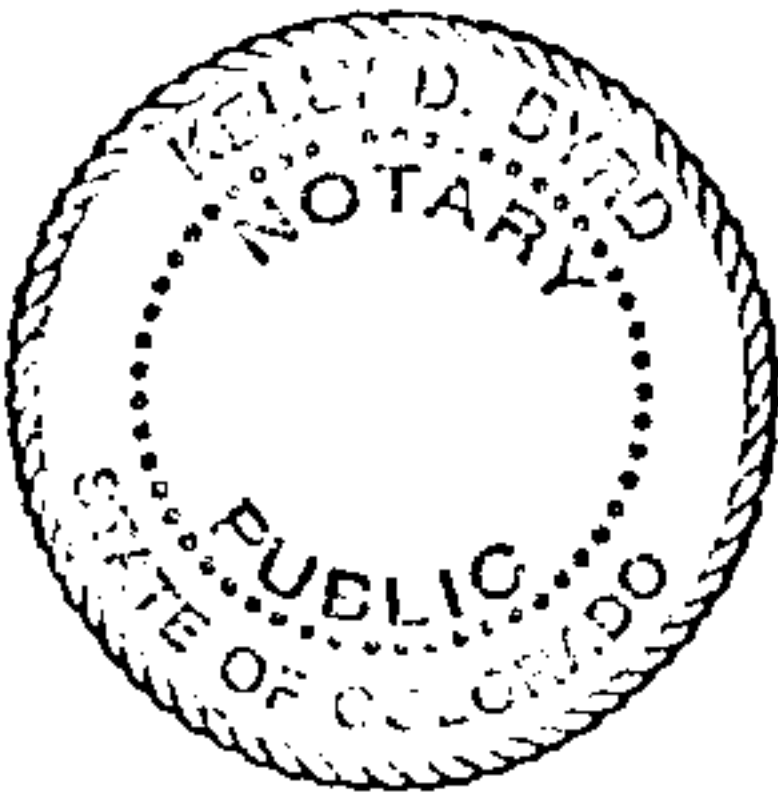
STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

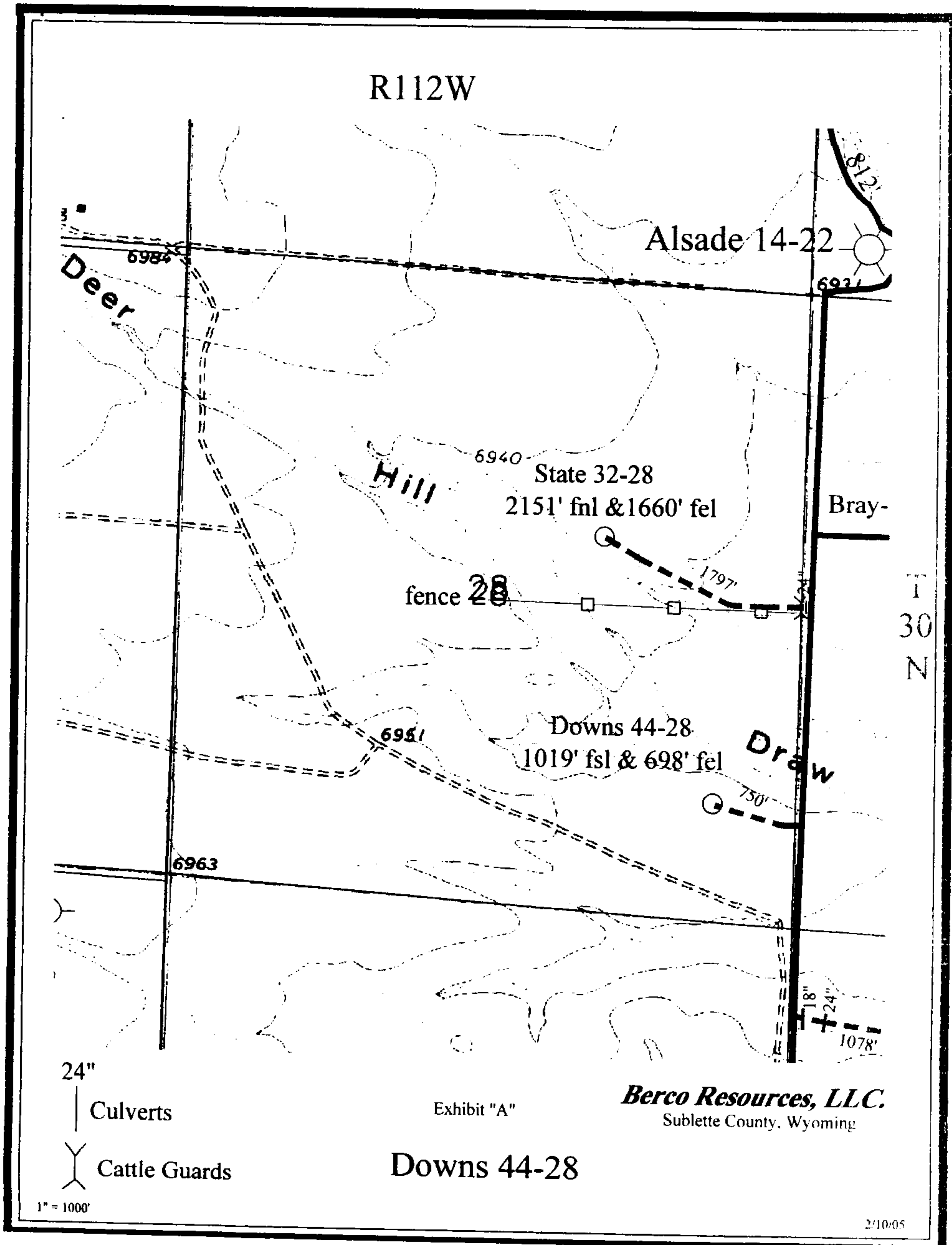
Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Timothy R. MORRIS, to me known to be the identical persons who subscribed the name of BERCO RESOURCES, LLC, the make thereof, to the foregoing instrument as its Vice President, and acknowledged 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 18th day of February 2005.

July 13, 2006
My Commission Expires

Kelly D. Byrd
Notary Public





RECORDED	Jan. 9	2006	11:40
IN BOOK	131	8+15	PAGE 51
FEE \$	165.00	COUNTY CL	
SUBLETTE CO.	WYOMING	FILED	WYOMING

by Cynthia J. Thiel

ASSIGNMENT AND BILL OF SALE

WHEREAS, the undersigned, BERCO RESOURCES, LLC, whose address is 1200 17th Street, Suite 600, Denver, Colorado 80202, hereinafter referred to as "ASSIGNOR", for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, convey and set over unto the following:

BIG PINEY LLC
730 17th Street, Suite 800
Denver, Colorado 80202

hereinafter referred to as "ASSIGNEE", an undivided Fifty Percent (50.00%) of ASSIGNOR'S right, title and interest in and to the following (collectively, the "Assets"):

(a) The oil and gas leases, easements, rights-of-way, surface agreements and lands listed on Exhibit "A" located in Sublette County, Wyoming more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Leases"), together with all rights thereof or incident thereto, subject to any existing royalty interests and overriding royalty interests burdening the respective interests of the ASSIGNOR;

(b) Those certain interests in oil and gas wells specifically described in Exhibit "B" attached hereto and made a part hereof, together with all associated personal property, equipment, fixtures, improvements, permits, rights-of-way and easements located on the lands described in the Leases (the "Wells") or used in connection with the production, gathering, treatment, processing, storing, transportation, sale or disposal of hydrocarbons or water produced therefrom; and

(c) Those certain Material Agreements Assignor has previously entered into, described on Exhibit "C", attached hereto and made a part hereof.

TO HAVE AND TO HOLD the Assets, unto Assignee, its successors and assigns forever, subject to the terms, conditions and reservations set forth herein

This Assignment is made under the following terms and conditions:

1. This Assignment and Bill of Sale (this "Assignment") shall be effective as of December 15, 2005, at 7:00 a.m. local time where the Assets are located, regardless of the date of execution.

2. ASSIGNOR represents that it owns interests in the Leases and other Assets and in which an undivided interest is hereby conveyed. ASSIGNOR represents that all the rights and interests hereby conveyed are free and clear of any liens, charges and encumbrances created by, through or under ASSIGNOR that would cause the interests conveyed hereby to be less than the net revenue interests set forth in paragraph 3 below, that ASSIGNOR has not otherwise conveyed, by, through or under itself, an interest herein assigned, that ASSIGNOR has the right to make this Assignment, and to Berco's knowledge, the Leases and Material Agreements are valid and in full force and effect.

3. Assignor represents that this Assignment conveys to Assignee a proportionately reduced weighted average net revenue interest in the Leases and the lands associated therewith of not less than 80% and a proportionately reduced net revenue interest in each Well of not less than the net revenue interest set forth for such Well on Exhibit "B."

4. Assignor will execute and deliver all such other and additional assignments, instruments, notices, releases, acquittances and other documents, and will do all such other acts and things as may be necessary more fully to assure Assignee or its successors or assigns all of the respective rights and interests herein and hereby granted or intended to be granted. Such separate or additional assignments: (a) shall evidence the assignment of the Assets herein made or intended to be made; (b) shall not modify any of the terms and covenants herein set forth and shall not create any additional representations or covenants of or by Assignor to Assignee; (c) 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 the separate assignments; and (d) to the extent required by law, shall be on forms prescribed, or may otherwise be on forms suggested, by the appropriate governmental entities and agencies. In the event any term or provision of any separate or additional assignment should be inconsistent with or conflict with the terms or provisions of this Assignment, the terms and provisions of this Assignment shall control and shall govern the rights, obligations and interests of the parties hereto, their successors and assigns. Such separate assignments and this Assignment shall, when taken together, be deemed to constitute the one assignment by Assignors to Assignee of all the Assets.

5. This Assignment is made subject to the terms and conditions of that certain Acquisition and Participation Agreement, dated December 15, 2005, by and between Assignor and Assignee.

IN WITNESS WHEREOF, THIS Assignment is executed this 15 day of December 2005.

ASSIGNOR:

BERCO RESOURCES, LLC

By: *William S. Bergner*
William S. Bergner
President

ASSIGNEE:

BIG PINEY LLC

By: HEXAGON INVESTMENTS, INC.

Its Manager

By: *[Signature]*

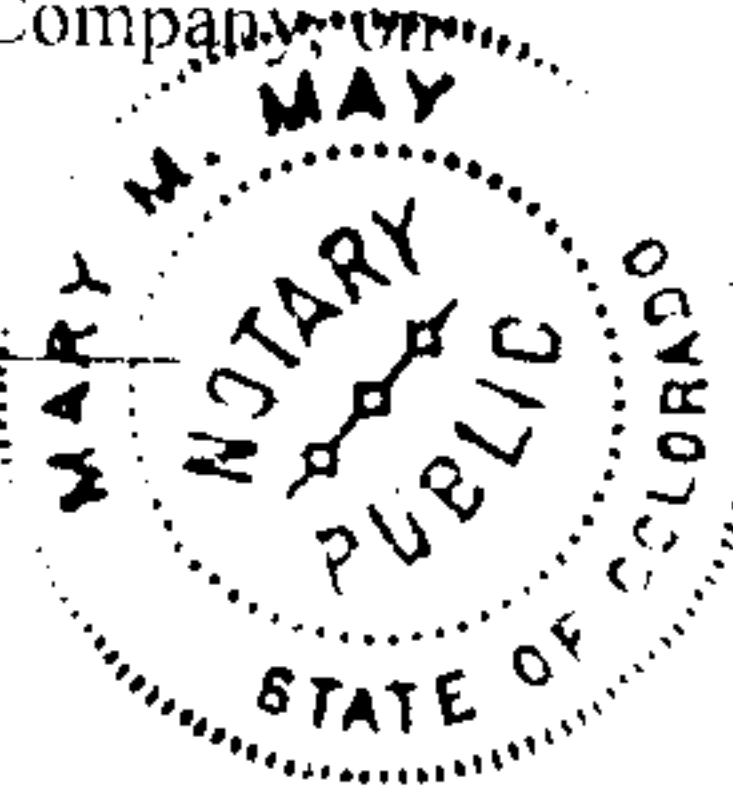
STATE OF COLORADO)
COUNTY OF DENVER) ss.
)

This instrument was acknowledged before me on December 15, 2005 by William S. Bergner, President of BERCO RESOURCES, LLC, a Delaware Limited Liability Company, on behalf of such Company.

My commission expires:

3/2/2007

Mary M. May
Notary Public
State of Colorado



STATE OF COLORADO)
COUNTY OF DENVER) ss.
)

This instrument was acknowledged before me on December 15, 2005 by *Scott J. Reiner*, as *President* of Hexagon Investments, Inc., the Manager of BIG PINEY LLC, a Colorado limited liability company, on behalf of such Company.

My Commission Expires:

3/2/2007

Mary M. May
Notary Public
State of Colorado

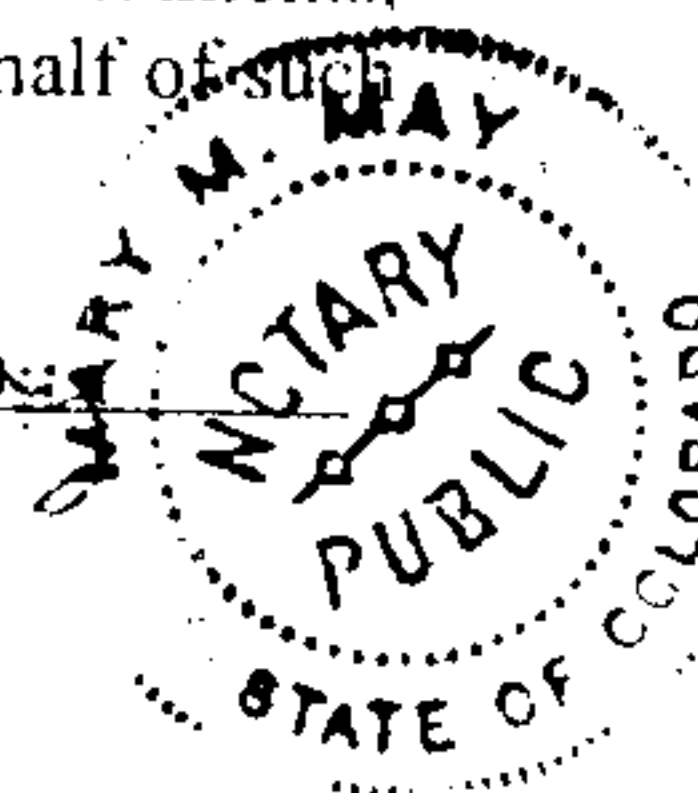


EXHIBIT A - LEASES

STATE: WYOMING
COUNTY: SUBLETTE
NE LaBarge

LEASE ID	LESSOR	LESSEE	PROSPECT	DATED	BOOK	PAGE	ENTRY	COUNTY	STATE
1723.00 DESC:	USA WYW 152767 TOWNSHIP 29 NORTH, RANGE 111 WEST SECTION 19: LOTS 1(39.71), 2(39.75), 3(39.79), 4(39.82), E/2, E/2W/2 SECTION 30: LOTS 1(39.85), 2(39.86), 3(39.88), 4(39.89), E/2, E/2W/2 SECTION 31: LOTS 1(39.91), 2(39.93), 3(39.96), 4(39.99), E/2, E/2W/2	VIKKI GRAY CULLEN	MESAVERDE TREND	MAY 1, 2001				SUBLETTE	WYOMING
1724.00 DESC:	USA WYW 152768 TOWNSHIP 29 NORTH, RANGE 111 WEST SECTION 29: W/2, W/2E/2 SECTION 32: W/2E/2, SE/4NE/4, W/2, NE/4SE/4	VIKKI GRAY CULLEN	MESAVERDE TREND	MAY 1, 2001				SUBLETTE	WYOMING
1730.01 DESC:	EVELYN BERTAGNOLLI TOWNSHIP 28 NORTH, RANGE 112 WEST SECTION 12: SW/4SW/4 SECTION 13: LOT 3(36.64), W/2NW/4	GUNDRY WHITE PROPERTIES LLC	MESAVERDE TREND	JANUARY 31, 2001	117	583		SUBLETTE	WYOMING
1730.02 DESC:	FLORA MAE BERTAGNOLLI TOWNSHIP 28 NORTH, RANGE 112 WEST SECTION 12: SW/4SW/4 SECTION 13: LOT 3(36.64), W/2NW/4	GUNDRY WHITE PROPERTIES LLC	MESAVERDE TREND	JANUARY 31, 2001	117	581		SUBLETTE	WYOMING
1730.03 DESC:	JOHN PERRY BARLOW INDV & TRTEE TOWNSHIP 28 NORTH, RANGE 112 WEST SECTION 12: SW/4SW/4 SECTION 13: LOT 3(36.64), W/2NW/4	GUNDRY WHITE PROPERTIES LLC	MESAVERDE TREND	JUNE 5, 2001	119	209	292003	SUBLETTE	WYOMING
1731.01 DESC:	GORDON W BRAY & BETH A BRAY TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 26: W/2SW/4, SW/4NW/4	GUNDRY WHITE PROPERTIES LLC	MESAVERDE TREND	FEBRUARY 27, 2001	117	414		SUBLETTE	WYOMING

SECTION 27: S/2NE/4, N/2SE/4, SE/4SE/4
SECTION 34: N/2NE/4, E/2NW/4

1732.00
DESC: FEAR FAMILY TRUST GUNDRY WHITE PROPERTIES LLC MESAVARDE TREND MARCH 12, 2001 117 420 SUBLETTE WYOMING
TOWNSHIP 29 NORTH, RANGE 112 WEST
SECTION 11: NE/4NE/4, S/2NE/4, SE/4SW/4, N/2SE/4
SECTION 12: NW/4, N/2SW/4, W/2NE/4, N/2SE/4, SE/4SE/4

1733.00
DESC: FEAR FAMILY TRUST GUNDRY WHITE PROPERTIES LLC MESAVARDE TREND MARCH 12, 2001 117 422 SUBLETTE WYOMING
TOWNSHIP 29 NORTH, RANGE 111 WEST
SEC. 18: LOTS 1(39.68), 2(39.68), NE/4, E/2NW/4, N/2SE/4
TOWNSHIP 29 NORTH, RANGE 112 WEST
SEC. 13: E/2NE/4

1734.00
DESC: FEAR FAMILY TRUST GUNDRY WHITE PROPERTIES LLC MESAVARDE TREND MARCH 12, 2001 117 424 SUBLETTE WYOMING
TOWNSHIP 29 NORTH, RANGE 111 WEST
SEC. 6: PART OF E/2SE/4 LYING E AND N OF HWY 189
SEC. 7: SE/4
SEC. 8: S/2, NW/4

1735.00
DESC: FEAR FAMILY TRUST GUNDRY WHITE PROPERTIES LLC MESAVARDE TREND MARCH 12, 2001 117 426 SUBLETTE WYOMING
TOWNSHIP 29 NORTH, RANGE 111 WEST
SEC. 16: W/2W/2, SE/4SW/4
SEC. 17: N/2, N/2SW/4, NE/4SE/4

1736.01
DESC: FEAR FAMILY TRUST GUNDRY WHITE PROPERTIES LLC MESAVARDE TREND MARCH 12, 2001 117 428 SUBLETTE WYOMING
TOWNSHIP 29 NORTH, RANGE 111 WEST
SEC. 21: LOTS 3(37.13), 8(47.10), 11(44.80), 12(33.02), N/2NW/4
SEC. 28: LOTS 2(20.22), 3(31.98), 4(38.46), 8(22.27), 9(36.10), S/2NW/4, N/2SW/4, SW/4SW/4

1736.02
DESC: CLAUDIE M MEYER AND WILLIAM F. MEYER, H/W GUNDRY WHITE PROPERTIES LLC MESAVARDE TREND APRIL 23, 2001 118 572 SUBLETTE WYOMING
TOWNSHIP 29 NORTH, RANGE 111 WEST
SEC. 28: LOTS 2(20.22), 3(31.98), 4(38.46), 8(22.27), 9(36.10), S/2NW/4, N/2SW/4, SW/4SW/4

1736.03
DESC: FRED MARBLE JR. AND CATHERINE MARBLE GENE F. LANG AND COMPANY MESAVARDE TREND APRIL 6, 2002 121 574 SUBLETTE WYOMING
TOWNSHIP 29 NORTH, RANGE 111 WEST
SEC. 28: LOTS 2(20.22), 3(31.98), 4(38.46), 8(22.27), 9(36.10), S/2NW/4, N/2SW/4, SW/4SW/4

1736.04 DESC:	GARY AND DIANA ROSS, HW TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 28: LOTS 2(20.22), 3(31.98), 4(38.46), 8(22.27), 9(36.10), S/2NW/4, N/2SW/4, SW/4SW/4	GENE F. LANG AND COMPANY MESAVERDE TREND	APRIL 1, 2002	121	571	SUBLETTE	WYOMING
1736.05 DESC:	BONNIE AND STEVEN EDWARDS TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 28: LOTS 2(20.22), 3(31.98), 4(38.46), 8(22.27), 9(36.10), S/2NW/4, N/2SW/4, SW/4SW/4	GENE F. LANG AND COMPANY MESAVERDE TREND	APRIL 1, 2002	121	577	SUBLETTE	WYOMING
1736.06 DESC:	WENDY CARDONE TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 28: LOTS 2(20.22), 3(31.98), 4(38.46), 8(22.27), 9(36.10), S/2NW/4, N/2SW/4, SW/4SW/4	GENE F. LANG AND COMPANY MESAVERDE TREND	APRIL 1, 2002	121	568	SUBLETTE	WYOMING
1736.08 DESC:	BERCO RESOURCES, LLC TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 28: LOTS 2(20.22), 3(31.98), 4(38.46), 8(22.27), 9(36.10), S/2NW/4, N/2SW/4, SW/4SW/4	BERCO RESOURCES, LLC MESAVERDE TREND	JUNE 12, 2002	122	214	SUBLETTE	WYOMING
1737.01 DESC:	FEAR FAMILY TRUST TOWNSHIP 28 NORTH, RANGE 111 WEST SEC. 7: LOTS 1(16.42), 2(16.88), 3(17.32), 4(17.78), E/2W/2, E/2 LESS & EXCEPT ALL LANDS LYING EAST & NORTH OF THE HIGHLINE CANAL SEC. 18: LOT 2(18.98), NW/4NE/4, E/2NW/4 SEC. 19: LOT 1(21.12)	GUNDRY WHITE PROPERTIES LLC MESAVERDE TREND	MARCH 12, 2001	118	121	SUBLETTE	WYOMING
1738.00 DESC:	FEAR FAMILY TRUST TOWNSHIP 28 NORTH, RANGE 112 WEST SEC. 1: LOTS 15(39.97), 16(9.72) SEC. 12: LOTS 1(19.00), 2(21.02), 3(11.60), 6(6.21), 7(43.95), 8(48.52), 9(47.98), 10(41.66), 13(34.79), 14(47.45) SEC. 13: LOTS 1(46.91), 2(31.65), 5(37.52)	GUNDRY WHITE PROPERTIES LLC MESAVERDE TREND	MARCH 12, 2001	117	430	SUBLETTE	WYOMING
1739.01 DESC:	FEAR FAMILY TRUST TOWNSHIP 28 NORTH, RANGE 111 WEST SEC. 3: LOTS 2(44.59), 3(47.51), S/2W/4, N/2SW/4, LESS & EXCEPT ALL LANDS LYING EAST 3 NORTH OF THE HIGHLINE CANAL SEC. 6: LOTS 9(37.56), 10(15.94), S/2NE/4, SE 4 SE/4SW/4 TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 23 SE/4SE/4 SEC. 24 NW/2SW/4 LESS & EXCEPT ALL LANDS LYING EAST 3 NORTH OF THE HIGHLINE CANAL	GUNDRY WHITE PROPERTIES LLC MESAVERDE TREND	MARCH 12, 2001	118	123	SUBLETTE	WYOMING

1744.01	MARJORIE BRAWLEY TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 27: S/2SW/4 SEC. 28: LOT 10(26.62), SE/4SE/4 SEC. 33: LOTS 1(19.46), 4(36.42), 5(41.98), 8(48.90), NE/4, N/2SE/4, SW/4SE/4 SEC. 34: W/2NW/4	GUNDRY WHITE PROPERTIES LLC	MESAVERDE TREND	FEBRUARY 27, 2001	117	416	SUBLETTE	WYOMING
1744.02	VICTOR S & DOROTHY J MCGINNIS TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 27: S/2SW/4 SEC. 28: LOT 10(26.62), SE/4SE/4 SEC. 33: LOTS 1(19.46), 4(36.42), 5(41.98), 8(48.90), NE/4, N/2SE/4, SW/4SE/4 SEC. 34: W/2NW/4	GUNDRY WHITE PROPERTIES LLC	MESAVERDE TREND	FEBRUARY 22, 2001	117	418	SUBLETTE	WYOMING
1744.03	MARY NELL MCGINNIS TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 27: S/2SW/4 SEC. 28: LOT 10(26.62), SE/4SE/4 SEC. 33: LOTS 1(19.46), 4(36.42), 5(41.98), 8(48.90), NE/4, N/2SE/4, SW/4SE/4 SEC. 34: W/2NW/4	GUNDRY WHITE PROPERTIES LLC	MESAVERDE TREND	FEBRUARY 27, 2001	117	585	SUBLETTE	WYOMING
1744.04	LAURIE M LATTA, INDV. & AS TRUSTEE OF THE LAURIE LATTA TRUST TOWNSHIP 29 NORTH, RANGE 111 WEST SEC. 27: S/2SW/4 SEC. 28: LOT 10(26.62), SE/4SE/4 SEC. 33: LOTS 1(19.46), 2(41.22), 3(34.30), 4(36.42), 5(41.98), 6(28.42), 8(48.90), NE/4, N/2SE/4, SW/4SE/4 SEC. 34: W/2NW/4	GUNDRY WHITE PROPERTIES LLC	MESAVERDE TREND	JUNE 11, 2001	118	700	285109 SUBLETTE	WYOMING
1744.05	WILLIAM J MCGINNIS III, INDV. & TRUSTEE OF REVOC. TRUST, & WILLIAM MCGINNIS PRESIDENT OF J.F. RANCH, INC. TOWNSHIP 28 NORTH, RANGE 111 WEST SEC. 5: LOT 4(50.44) SEC. 6: LOTS 1(12.86), 2(13.30), 3(17.13), 4(27.59), 5(40.00), 8(18.07), PART OF LOT 5 LIVING OUTSIDE THE NE/4NW/4(40.0)	GUNDRY WHITE PROPERTIES LLC	MESAVERDE TREND	SEPTEMBER 6, 2001	119	287	285188 SUBLETTE	WYOMING

SEC. 33: LOTS 1(19.46), 2(41.22), 3(34.30), 4(36.42), 5(41.98), 6(28.42), 7(19.97), 8(48.90), NE/4, N/2SE/4, SW/4SE/4
SEC. 34: W/2NW/4

1744.06
DESC: CAROLINE MCGINNIS PERS. REP. GUNDRY WHITE PROPERTIES LLC MESAVERDE TREND JUNE 15, 2001 120 384 287854 SUBLETTE WYOMING
OF THE ESTATE OF AARON MCGINNIS
TOWNSHIP 29 NORTH, RANGE 111 WEST
SEC. 27: S/2SW/4
SEC. 28: LOT 10(26.62), SE/4SE/4
SEC. 33: LOTS 1(19.46), 4(36.42), 5(41.98), 8(48.90), NE/4, N/2SE/4, SW/4SE/4
SEC. 34: W/2NW/4

1745.00
DESC: AVIS PALMER GUNDRY WHITE PROPERTIES LLC MESAVERDE TREND APRIL 10, 2001 118 141 284202 SUBLETTE WYOMING
TOWNSHIP 29 NORTH, RANGE 111 WEST
SEC. 17: W/2SE/4, SE/4SE/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

1747.01
DESC: BEULAH W SCULLY GUNDRY WHITE PROPERTIES LLC MESAVERDE TREND FEBRUARY 15, 2001 118 125 284194 SUBLETTE WYOMING
TOWNSHIP 28 NORTH, RANGE 111 WEST
SEC. 5: LOT 4(50.44)
SEC. 6: LOTS 1(12.86), 2(13.36), 3(17.13), 4(27.59), 5(46.04), 6(40.0), 7(24.08), 8(16.07)
TOWNSHIP 29 NORTH, RANGE 111 WEST
SEC. 32: SE/4SE/4
SEC. 33: LOT 7(19.97)

1747.02
DESC: GEORGE W JOHANSEN GUNDRY WHITE PROPERTIES LLC MESAVERDE TREND MARCH 19, 2001 118 576 284320 SUBLETTE WYOMING
TOWNSHIP 28 NORTH, RANGE 111 WEST
SEC. 5: LOT 4(50.44)
SEC. 6: LOTS 1(12.86), 2(13.36), 3(17.13), 4(27.59), 5(46.04), 6(40.0), 7(24.08), 8(16.07)
TOWNSHIP 29 NORTH, RANGE 111 WEST
SEC. 32: SE/4SE/4
SEC. 33: LOT 7(19.97)

1747.03
DESC: ROGER D JOHANSEN GUNDRY WHITE PROPERTIES LLC MESAVERDE TREND MARCH 19, 2001 118 117 284114 SUBLETTE WYOMING
TOWNSHIP 28 NORTH, RANGE 111 WEST
SEC. 5: LOT 4(50.44)
SEC. 6: LOTS 1(12.86), 2(13.36), 3(17.13), 4(27.59), 5(46.04), 6(40.0), 7(24.08), 8(16.07)

TOWNSHIP 29 NORTH, RANGE 111 WEST
SEC. 32: SE/4SE/4
SEC. 33: LOT 7(19.97)

1747.04
DESC: ALDEN L JOHANSEN GUNDRY WHITE PROPERTIES LLC MESASVERDE TREND
TOWNSHIP 28 NORTH, RANGE 111 WEST
SEC. 5: LOT 4(50.44)
SEC. 6: LOTS 1(12.86), 2(13.36), 3(17.13), 4(27.59), 5(46.04), 6(40.0), 7(24.08), 8(16.07)
TOWNSHIP 29 NORTH, RANGE 111 WEST
SEC. 32: SE/4SE/4
SEC. 33: LOT 7(19.97) 118 574 284919 SUBLETTE WYOMING

1747.05
DESC: RITA NIELSON GUNDRY WHITE PROPERTIES LLC MESASVERDE TREND
TOWNSHIP 28 NORTH, RANGE 111 WEST
SEC. 5: LOT 4(50.44)
SEC. 6: LOTS 1(12.86), 2(13.36), 3(17.13), 4(27.59), 5(46.04), 6(40.0), 7(24.08), 8(16.07)
TOWNSHIP 29 NORTH, RANGE 111 WEST
SEC. 32: SE/4SE/4
SEC. 33: LOT 7(19.97) 118 119 284191 SUBLETTE WYOMING

1747.06
DESC: GEORGE A WHITMAN GUNDRY WHITE PROPERTIES LLC MESASVERDE TREND
TOWNSHIP 28 NORTH, RANGE 111 WEST
SEC. 5: LOT 4(50.44)
SEC. 6: LOTS 1(12.86), 2(13.36), 3(17.13), 4(27.59), 5(46.04), 6(40.0), 7(24.08), 8(16.07)
TOWNSHIP 29 NORTH, RANGE 111 WEST
SEC. 32: SE/4SE/4
SEC. 33: LOT 7(19.97) 118 570 284917 SUBLETTE WYOMING

1747.07
DESC: CLAIR WHITMAN GUNDRY WHITE PROPERTIES LLC MESASVERDE TREND
TOWNSHIP 28 NORTH, RANGE 111 WEST
SEC. 5: LOT 4(50.44)
SEC. 6: LOTS 1(12.86), 2(13.36), 3(17.13), 4(27.59), 5(46.04), 6(40.0), 7(24.08), 8(16.07)
TOWNSHIP 29 NORTH, RANGE 111 WEST
SEC. 32: SE/4SE/4
SEC. 33: LOT 7(19.97) 118 556 SUBLETTE WYOMING

1747.08
DESC: ROBERT WHITMAN GUNDRY WHITE PROPERTIES LLC MESASVERDE TREND
TOWNSHIP 28 NORTH, RANGE 111 WEST
SEC. 5: LOT 4(50.44)
SEC. 6: LOTS 1(12.86), 2(13.36), 3(17.13), 4(27.59), 5(46.04), 6(40.0), 7(24.08), 8(16.07) 118 558 SUBLETTE WYOMING

TOWNSHIP 29 NORTH, RANGE 111 WEST
SEC. 32: SE/4SE/4
SEC. 33: LOT 7(19.97)

1748.01 MICKELSON LAND LTD GUNDRY WHITE PROPERTIES LLC MESAVERDE TREND 118 127 284195 SUBLETTE WYOMING
PARTNERSHIP, GORDON

DESC: MICKELSON G.P.
TOWNSHIP 30 NORTH, RANGE 112 WEST
SEC. 5: SW/4SW/4
SEC. 6: LOT 7(15.83), SE/4SW/4, S/2SE/4, NE/4SE/4
SEC. 7: LOT 1(15.65), NE/4NW/4, NE/4NE/4

1749.00 MICKELSON LAND LTD GUNDRY WHITE PROPERTIES LLC MESAVERDE TREND 118 139 284201 SUBLETTE WYOMING
PARTNERSHIP, GORDON

DESC: MICKELSON G.P.
TOWNSHIP 30 NORTH, RANGE 112 WEST
SEC. 9: SE/4NE/4, NE/4SE/4
SEC. 10: S/2NW/4, S/2
SEC. 11: SW/4SW/4, S/2SE/4

1750.00 MICKELSON LAND LTD GUNDRY WHITE PROPERTIES LLC MESAVERDE TREND 118 135 284199 SUBLETTE WYOMING
PARTNERSHIP, GORDON

DESC: MICKELSON G.P.
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

1751.00 MICKELSON LAND LTD GUNDRY WHITE PROPERTIES LLC MESAVERDE TREND 118 133 284198 SUBLETTE WYOMING
PARTNERSHIP, GORDON

DESC: MICKELSON G.P.
TOWNSHIP 30 NORTH, RANGE 112 WEST
SEC. 22: W/2NW/4, NE/4NW/4, NE/4, N/2SE/4, NW/4SW/4
SEC. 23: NW/4, N/2SW/4, 2 ACRES IN THE NW CORNER OF NE/4

1752.01 MICKELSON LAND LTD GUNDRY WHITE PROPERTIES LLC MESAVERDE TREND 118 129 284196 SUBLETTE WYOMING
PARTNERSHIP, GORDON

DESC: MICKELSON G.P.
TOWNSHIP 30 NORTH, RANGE 112 WEST
SEC. 20: E/2SE/4
SEC. 21 ALL

1753.00 THOMAS D ONEAL GUNDRY WHITE PROPERTIES LLC MESAVERDE TREND 118 633 284916 SUBLETTE WYOMING
DESC: TOWNSHIP 30 NORTH, RANGE 111, SEC. 3

SEC. 20: E/2SE/4
SEC. 21: NW/4NE/4, S/2NE/4, W/2, SE/4
SEC. 22: NW/4SW/4
SEC. 28: N/2N/2, S/2NW/4, S/2
SEC. 29: NE/4NE/4, S/2NE/4, SE/4

1752.03
DESC: JAY & REBECCA DOWNS TRUST GUNDRY WHITE PROPERTIES LLC MESAVARDE TREND APRIL 24, 2001 118 582 284923 SUBLETTE WYOMING
TOWNSHIP 30 NORTH, RANGE 112 WEST
SEC. 20: E/2SE/4
SEC. 21: NW/4NE/4, S/2NE/4, W/2, SE/4
SEC. 22: NW/4SW/4
SEC. 28: N/2N/2, S/2NW/4, S/2
SEC. 29: NE/4NE/4, S/2NE/4, SE/4

1752.04
DESC: SANDRA WOHRMAN GUNDRY WHITE PROPERTIES LLC MESAVARDE TREND APRIL 25, 2001 118 584 284924 SUBLETTE WYOMING
TOWNSHIP 30 NORTH, RANGE 112 WEST
SEC. 20: E/2SE/4
SEC. 21: NW/4NE/4, S/2NE/4, W/2, SE/4
SEC. 22: NW/4SW/4
SEC. 28: N/2N/2, S/2NW/4, S/2
SEC. 29: NE/4NE/4, S/2NE/4, SE/4

1752.05
DESC: WILLIAM J. KVENILD GUNDRY WHITE PROPERTIES LLC MESAVARDE TREND MAY 16, 2001 118 578 284921 SUBLETTE WYOMING
TOWNSHIP 30 NORTH, RANGE 112 WEST
SEC. 20: E/2SE/4
SEC. 21: NW/4NE/4, S/2NE/4, W/2, SE/4
SEC. 22: NW/4SW/4

1752.06
DESC: WILLIAM J. KVENILD GUNDRY WHITE PROPERTIES LLC MESAVARDE TREND MAY 16, 2001 118 580 284922 SUBLETTE WYOMING
TOWNSHIP 30 NORTH, RANGE 112 WEST
SEC. 28: N/2N/2, S/2NW/4, S/2
SEC. 29: NE/4NE/4, S/2NE/4, SE/4

1752.07
DESC: JOHN PERRY BARLOW INDV & GUNDRY WHITE PROPERTIES LLC MESAVARDE TREND JUNE 5, 2001 119 213 286007 SUBLETTE WYOMING
TRUSTEE
TOWNSHIP 30 NORTH, RANGE 112 WEST
SEC. 20: E/2SE/4
SEC. 21: NW/4NE/4, S/2NE/4, W/2, SE/4
SEC. 22: NW/4SW/4

1752.08
DESC: J.R. KVENILD GUNDRY WHITE PROPERTIES LLC MESAVARDE TREND MAY 16, 2001 119 42 285274 SUBLETTE WYOMING
TOWNSHIP 30 NORTH, RANGE 112 WEST
SEC. 20: E/2SE/4



1762.02
DESC: SALLY BUDD FRIEDRICHS & DONALD A. FRIEDRICHS GUNDRY WHITE PROPERTIES LLC NE LABARGE MAY 8, 2001 118 566 284915 SUBLETTE WYOMING

TOWNSHIP 30 NORTH, RANGE 112 WEST
SEC. 6: LOTS 3(39.92), 4(15.47), 5(16.27), SE/4NW/4

TOWNSHIP 30 NORTH, RANGE 113 WEST
SEC. 1: LOTS 1(39.98), 2(39.96), 3(39.90), 4(39.92)

TOWNSHIP 31 NORTH, RANGE 112 WEST
SEC. 31: LOTS 1(16.77), 2(16.73), 3(16.67), 4(16.53), SE/4SW/4, S/2SE/4
SEC. 32: NW/4SW/4

1763.01
DESC: WILLIAM H BUDD JR. & CAROLYN GUNDRY WHITE PROPERTIES LLC MESAVERDE TREND MAY 8, 2001 118 560 284912 SUBLETTE WYOMING

TOWNSHIP 31 NORTH, RANGE 112 WEST
SEC. 31: NE/4SW/4, N/2SE/4, S/2NE/4, E/2NW/4

TOWNSHIP 31 NORTH, RANGE 113 WEST
SEC. 26: SE/4SE/4
SEC. 36: A 160 ACRE DIAGONAL TRACT OF LAND OUT OF THE E/2, MORE PARTICULARLY DESCRIBED IN BOOK 11 QCD, PAGE 712

1763.02
DESC: SALLY BUDD FRIEDRICHS & DONALD A. FRIEDRICHS GUNDRY WHITE PROPERTIES LLC MESAVERDE TREND MAY 8, 2001 118 564 284914 SUBLETTE WYOMING

TOWNSHIP 31 NORTH, RANGE 112 WEST
SEC. 31: NE/4SW/4, N/2SE/4, S/2NE/4, E/2NW/4

TOWNSHIP 31 NORTH, RANGE 113 WEST
SEC. 26: SE/4SE/4
SEC. 36: A 160 ACRE DIAGONAL TRACT OF LAND OUT OF THE E/2, MORE PARTICULARLY DESCRIBED IN BOOK 11 QCD, PAGE 714, AND BOOK 12 QCD, PAGE 410

1767.00
DESC: MILLEG PARTNERSHIP GUNDRY WHITE PROPERTIES LLC MESAVERDE TREND MAY 16, 2001 119 37 285137 SUBLETTE WYOMING

TOWNSHIP 30 NORTH, RANGE 112 WEST
SEC. 35: E/2NE/4, LESS 2.5 AC MORE OR LESS
SEC. 36: N/2NE/4, N/2NW/4, SE/4NW/4, SW/4NW/4, LESS 3.416 ACRES ALSO DESCRIBED AS TRACT 1 & 2 OF MILLEG HEIGHTS SUBDIVISION

TOWNSHIP 23 NORTH, RANGE 111 WEST
SEC. 6: LOTS 6(39.67), 7(39.87), E/2SW/4, SE/4 E/2SW/4, SE/4 E/2SE/4 BEING THAT PART EASTERLY & NORTHERLY OF HWY 183
SEC. 7: LOTS 1(39.92), 2(39.86), 3(39.95), 4(39.94), E/2 E/2 E/4

TOWNSHIP 29 NORTH, RANGE 112 WEST
SEC. 1: LOTS 2(39.54), 3(39.24), 4(38.93), SW/4NE/4, S/2NW/4, S/2
SEC. 2: LOTS 1(38.58), 2(38.19), 3(37.79), 4(37.40), S/2N/2, S/2
SEC. 3: LOTS 1(38.84), 2(38.14), 3(35.42), 4(34.72), S/2N/2, S/2
SEC. 4: LOTS 1(34.44), 2(34.61), 3(34.77), 4(34.94), S/2N/2, S/2
SEC. 5: LOT 1(35.33), SE/4NE/4, E/2SE/4, SW/4SE/4
SEC. 7: S/2NE/4, SE/4SW/4, SE/4
SEC. 8: NE/4, W/2NW/4, S/2
SEC. 9: N/2, N/2S/2, SW/4SW/4, SE/4SE/4
SEC. 10: N/2NE/4, NW/4, N/2SW/4
SEC. 11: NW/4NE/4, N/2NW/4
SEC. 12: E/2NE/4
SEC. 17: NW/4NW/4
SEC. 18: N/2NE/4, SW/4NE/4

TOWNSHIP 30 NORTH, RANGE 112 WEST
SEC. 32: SE/4SE/4
SEC. 33: S/2
SEC. 34: S/2NE/4, S/2
SEC. 35: W/2NE/4, W/2, SE/4
SEC. 36: SW/4, W/2SE/4

1775.00

DESC:

WY SL 00 621

R C MICHAEL COMPANY INC

TOWNSHIP 30 NORTH, RANGE 112 WEST
SEC. 28: S/2NE/4

MESAVERDE TREND

OCTOBER 2, 2000

SUBLETTE

WYOMING

1784.00

DESC:

USA WYW 139400

ELLEN W. NORTON

TOWNSHIP 28 NORTH, RANGE 111 WEST
SECTION 10: N/2
SECTION 25: S/2

MESAVERDE TREND

JULY 1, 1996

SUBLETTE

WYOMING

1795.00

DESC:

USA WYW 138175

MAURICE W. BROWN

TOWNSHIP 28 NORTH, RANGE 111 WEST
SECTION 3: SW/4
SECTION 22: ALL
SECTION 27: ALL

MESAVERDE TREND

FEBRUARY 1, 1996

SUBLETTE

WYOMING

1796.00

DESC:

JAMIE P. LUFKIN

GENE F. LANG AND COMPANY

TOWNSHIP 30 NORTH, RANGE 112 WEST
SECTION 3: LOT 1
SECTION 22: S/2SE/4 NE/4SW/4, S/2SW/4
SECTION 27: N/2NE/4

MESAVERDE TREND

JANUARY 18, 2002

121

566

SUBLETTE

WYOMING

TOWNSHIP 31 NORTH, RANGE 112 WEST
SECTION 34: SE/4NE/4, E/2SE/4
SECTION 35: SW/4

1796.05
DESC: JARL NELSON GENE F. LANG AND COMPANY MESAVERDE TREND JANUARY 18, 2002 121 492
TOWNSHIP 30 NORTH, RANGE 112 WEST
SECTION 3: LOT 1
SECTION 22: S/2SE/4, NE/4SW/4, S/2SW/4
SECTION 27: N/2NE/4

SUBLETTE

WYOMING

TOWNSHIP 31 NORTH, RANGE 112 WEST
SECTION 34: SE/4NE/4, E/2SE/4
SECTION 35: SW/4

1796.07
DESC: GARY NELSON GENE F. LANG AND COMPANY MESAVERDE TREND MAY 15, 2002 121 646
TOWNSHIP 30 NORTH, RANGE 112 WEST
SECTION 3: LOT 1
SECTION 22: S/2SE/4, NE/4SW/4, S/2SW/4
SECTION 27: N/2NE/4

SUBLETTE

WYOMING

TOWNSHIP 31 NORTH, RANGE 112 WEST
SECTION 34: SE/4NE/4, E/2SE/4
SECTION 35: SW/4

1796.08
DESC: BERCO RESOURCES, LLC BERCO RESOURCES, LLC MESAVERDE TREND JUNE 12, 2002 122 212 291919
TOWNSHIP 30 NORTH, RANGE 112 WEST
SECTION 3: LOT 1
SECTION 22: S/2SE/4, NE/4SW/4, S/2SW/4
SECTION 27: N/2NE/4

SUBLETTE

WYOMING

TOWNSHIP 31 NORTH, RANGE 112 WEST
SECTION 34: SE/4NE/4, E/2SE/4
SECTION 35: SW/4

1796.09
DESC: ALSADE LIMITED ENERGY WEST SERVICES LLC MESAVERDE TREND JUNE 20, 2001 120 696
TOWNSHIP 30 NORTH, RANGE 112 WEST
SEC. 22: SE/4NW/4, NE/4SW/4, S/2S/2
SEC. 23: S/2SW/4, E/2 (LESS 2 ACRES)
SEC. 25: SW/4
SEC. 26: E/2, E/2W/2, NW/4NW/4
SEC. 27: N/2NE/4
SURFACE TO TOP OF MESA VERDE FORMATION

SUBLETTE

WYOMING

1797.00
DESC: USA WYV 54466 HARRY K. VEAL MESAVERDE TREND MAY 1, 1976
TOWNSHIP 28 NORTH, RANGE 111 WEST
SECTION 17: ALL
SECTION 20: W/2
SURFACE TO 12.6' W/2

SUBLETTE

WYOMING

1798.00 DESC:	USA WYW 133399 TOWNSHIP 28 NORTH, RANGE 111 WEST SECTION 4: LOTS 1(36.63), 2(37.65), 3(38.67), 4(39.69), S/2N/2, S/2	DOROTHY FERRARA	MESAVERDE TREND	JULY 1, 1996		SUBLETTE	WYOMING
1801.00 DESC:	USA WYW 156196 TOWNSHIP 28 NORTH, RANGE 111 WEST SECTION 5: SW/4NE/4 SECTION 9: S/2SE/4, NE/4SE/4	S. BURRITT BOYNTON	MESAVERDE TREND	OCTOBER 1, 2003		SUBLETTE	WYOMING
1804.00 DESC:	USA WYW 136334 TOWNSHIP 29 NORTH, RANGE 111 WEST SECTION 20: W/2, SW/4SE/4	DONALD B. ANDERSON FAMILY LP	MESAVERDE TREND	MAY 1, 1995		SUBLETTE	WYOMING
1806.00 DESC:	USA WYW 144147 TOWNSHIP 29 NORTH, RANGE 112 WEST SECTION 14: W/2NW/4, SE/4NW/4, S/2	DONALD B. ANDERSON FAMILY LP	MESAVERDE TREND	FEBRUARY 1, 1998		SUBLETTE	WYOMING
1807.00 DESC:	THOMAS A. GILBERTSON TOWNSHIP 29 NORTH, RANGE 112 WEST SECTION 11: SW/4NW/4, NW/4SW/4, SE/4SW/4, S/2SE/4 (LESS 32.366 ACRE TRACT AND 2.168 ACRE TRACT) SECTION 12: S/2SW/4, SW/4SE/4 SECTION 13: W/2NE/4, NW/4, N/2SW/4 SECTION 14: N/2NE/4	DONALD B. ANDERSON FAMILY LP	MESAVERDE TREND	APRIL 24, 2001	119 34 285270	SUBLETTE	WYOMING
1819.00 DESC:	USA WYW 055073 TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 27: W/2 SECTION 33: N/2N/2 SECTION 34: W/2NW/4	BELCO PETROLEUM CORP	MESAVERDE TREND	DECEMBER 1, 1948		SUBLETTE	WYOMING
1820.00 DESC:	USA WYW 140407 TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 27: SW/4SE/4	HANSON & STRAHN, INC.	MESAVERDE TREND	DECEMBER 1, 1996		SUBLETTE	WYOMING
1823.00 DESC:	USA WYW 065555 TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 33: SW/4	BELCO PETROLEUM CORP	MESAVERDE TREND	SEPTEMBER 1, 1949		SUBLETTE	WYOMING

1845.00
DESC: USA WYW-162360 DONALD B. ANDERSON FAMILY LP MESAVARDE TREND FEBRUARY 1, 2005
TOWNSHIP 23 NORTH, RANGE 111 WEST
SECTION 17 TRACTS 37(2.50), 38(3.00), 39(2.29), 40(2.19), 44(2.44), 45(2.50), 46(1.10), 47(1.40),
48(2.50), 49(2.50), 50(2.90), 51(2.50), 52(2.50), 55(2.50), 56(2.50), 57(2.50), 58(2.10), SE/4SW/4
SUBLETTE WYOMING

1847.00
DESC: USA WYW-162675 DONALD B. ANDERSON FAMILY LP MESAVARDE TREND JUNE 1, 2005
TOWNSHIP 28 NORTH, RANGE 111 WEST
SECTION 18: S/2NE/4SE/4NE/4, SE/4SE/4NE/4, SE/4
SECTION 21: NW/4
SECTION 23: NW/4NW/4, SE/4NW/4, NW/4SW/4, SE/4SW/4
SECTION 28: NW/4
SUBLETTE WYOMING

Surface Use & Access Agreements

1814.01	ALSADE LIMITED TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 22: SW/4SW/4 ROW-SURFACE USE & ACCESS AGMT	BERCO RESOURCES, LLC	MESAVERDE TREND	SEPTEMBER 10, 2002	123	252		SUBLETTE	WYOMING
1837.00	JAY B. & REBECCA S. DOWNS, TRUSTEES TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 21: NW/4, E2 ROW-SURFACE USE & ACCESS AGMT	BERCO RESOURCES, LLC	MESAVERDE TREND	SEPTEMBER 10, 2004	130	10	310214	SUBLETTE	WYOMING
1838.00	JAY B. AND REBECCA S. DOWNS TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 16: SW/4 ROW-SURFACE USE & ACCESS AGMT	BERCO RESOURCES, LLC	MESAVERDE TREND	SEPTEMBER 10, 2004				SUBLETTE	WYOMING
1839.00	GORDON W. & BETH A. BRAY, TRUSTEES TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 27: NW/4 ROW-SURFACE USE & ACCESS AGMT	BERCO RESOURCES, LLC	MESAVERDE TREND	AUGUST 12, 2004	130	19	310217	SUBLETTE	WYOMING
1851.00	JAY B. & REBECCA S. DOWNS, TRUSTEES TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 28: SE/4SE/4 ROW-SURFACE USE & ACCESS AGMT	BERCO RESOURCES, LLC	MESAVERDE TREND	JANUARY 14, 2005				SUBLETTE	WYOMING
1848.00	JAY B. & REBECCA S. DOWNS, TRUSTEES TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 21: NE/4SE/4 ROW-SURFACE USE & ACCESS AGMT	BERCO RESOURCES, LLC	MESAVERDE TREND	JANUARY 12, 2005	130	3		SUBLETTE	WYOMING

1855.00	MICKELSON LAND LP	BERCO RESOURCES, LLC	MESAVERDE TREND	JANUARY 27, 2005	130	25	SUBLETTE	WYOMING
DESC:	TOWNSHIP 30 NORTH, RANGE 112 WEST							
	SECTION 22: NW/4NW/4							
TYPE:	ROW-SURFACE USE & ACCESS AGMT							
1858.00	MICKELSON LAND LP	BERCO RESOURCES, LLC	MESAVERDE TREND	FEBRUARY 1, 2005			SUBLETTE	WYOMING
DESC:	TOWNSHIP 30 NORTH, RANGE 112 WEST							
	SECTION 15: SW/4SW/4							
TYPE:	ROW-SURFACE USE & ACCESS AGMT							
1862.00	GORDON W. & BETH A. BRAY, TRUSTEES	BERCO RESOURCES, LLC	MESAVERDE TREND	JANUARY 20, 2005			SUBLETTE	WYOMING
DESC:	TOWNSHIP 30 NORTH, RANGE 112 WEST							
	SECTION 27: SW/4NE/4							
TYPE:	ROW-SURFACE USE & ACCESS AGMT							
1865.00	JAY B. & REBECCA S. DOWNS, TRUSTEES	BERCO RESOURCES, LLC	MESAVERDE TREND	JANUARY 12, 2005			SUBLETTE	WYOMING
DESC:	TOWNSHIP 30 NORTH, RANGE 112 WEST							
	SECTION 28: SW/4NE/4							
TYPE:	ROW-SURFACE USE & ACCESS AGMT							
1869.00	GORDON W. & BETH A. BRAY, TRUSTEES	BERCO RESOURCES, LLC	MESAVERDE TREND	MARCH 2, 2005			SUBLETTE	WYOMING
DESC:	TOWNSHIP 30 NORTH, RANGE 112 WEST							
	SECTION 34: NE/4NW/4							
TYPE:	ROW-SURFACE USE & ACCESS AGMT							

Access Road Easements

1814.02	ALSADE LIMITED TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 22: SW/4SW/4 ROW-ACCESS ROAD EASEMENT	BERCO RESOURCES, LLC	MESAVERDE TREND	OCTOBER 14, 2002	74	612	SUBLETTE	WYOMING
DESC:								
TYPE:								
1815.00	GORDON BRAY, ET UX TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 27: W/2 SECTION 34: NW/4 ROW-ACCESS ROAD EASEMENT	BERCO RESOURCES, LLC	MESAVERDE TREND	SEPTEMBER 12, 2002	74	609	SUBLETTE	WYOMING
DESC:								
TYPE:								
1831.00	ALSADE LIMITED TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 22: SW/4SW/4 ROW-ACCESS ROAD EASEMENT	BERCO RESOURCES, LLC	MESAVERDE TREND	JULY 30 2004			SUBLETTE	WYOMING
DESC:								
TYPE:								
1835.00	JAY B. & REBECCA S. DOWNS TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 16: SW/4 ROW-ACCESS ROAD EASEMENT	BERCO RESOURCES, LLC	MESAVERDE TREND	SEPTEMBER 10, 2004			SUBLETTE	WYOMING
DESC:								
TYPE:								
1836.00	JAY B & REBECCA S. DOWNS, TRUSTEES TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 21: NW/4, E2 SECTION 22: NW/4SW/4 ROW ACCESS ROAD EASEMENT	BERCO RESOURCES, LLC	MESAVERDE TREND	SEPTEMBER 10, 2004	130	13	310215	SUBLETTE
DESC:								
TYPE:								
1842.00	GORDON W. & BETH A. BRAY, TRUSTEES TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 27: NW/4 ROW-ACCESS ROAD EASEMENT	BERCO RESOURCES, LLC	MESAVERDE TREND	AUGUST 12, 2004	130	18	310216	SUBLETTE
DESC:								
TYPE:								



1843.00	JAY B. & REBECCA S. DOWNS, TRUSTEES	BERCO RESOURCES, LLC	MESAVERDE TREND	JANUARY 12, 2005	130	7	SUBLETTE	WYOMING
DESC:	TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 21: NE/4SE/4							
TYPE:	ROW-ACCESS ROAD EASEMENT							
1852.00	JAY B. & REBECCA S. DOWNS, TRUSTEES	BERCO RESOURCES, LLC	MESAVERDE TREND	JANUARY 14, 2005			SUBLETTE	WYOMING
DESC:	TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 28: SE/4SE/4							
TYPE:	ROW-ACCESS ROAD EASEMENT							
1854.00	MICKELSON LAND LP	BERCO RESOURCES, LLC	MESAVERDE TREND	JANUARY 27, 2005	130	28	SUBLETTE	WYOMING
DESC:	TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 22: W/2NW/4							
TYPE:	ROW-ACCESS ROAD EASEMENT							
1856.00	JAY B. & REBECCA S. DOWNS, TRUSTEES	BERCO RESOURCES, LLC	MESAVERDE TREND	FEBRUARY 3, 2005	130	22	SUBLETTE	WYOMING
DESC:	TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 21: NE/4SE/4 SECTION 22: NW/4SW/4							
TYPE:	ROW-ACCESS ROAD EASEMENT							
1859.00	MICKELSON LAND LP	BERCO RESOURCES, LLC	MESAVERDE TREND	FEBRUARY 1, 2005			SUBLETTE	WYOMING
DESC:	TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 15: SW/4SW/4 SECTION 22: NW/4NW/4							
TYPE:	ROW-ACCESS ROAD EASEMENT							
1863.00	GORDON W. & BETH A. BRAY, TRUSTEES	BERCO RESOURCES, LLC	MESAVERDE TREND	JANUARY 20, 2005			SUBLETTE	WYOMING
DESC:	TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 27: S/2NW/4, SW/4NE/4							
TYPE:	ROW-ACCESS ROAD EASEMENT							
1866.00	JAY B. & REBECCA S. DOWNS, TRUSTEES	BERCO RESOURCES, LLC	MESAVERDE TREND	JANUARY 12, 2005			SUBLETTE	WYOMING
DESC:	TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 21: NE/4SE/4							

TYPE: SECTION 28: S/2NE/4
ROW-ACCESS ROAD EASEMENT

1868.00 GORDON W. & BETH A. BRAY, BERCO RESOURCES, LLC
TRUSTEES
DESC: TOWNSHIP 30 NORTH, RANGE 112 WEST
SECTION 34: N/2NW/4
TYPE: ROW-ACCESS ROAD EASEMENT

MESAVERDE TREND MARCH 2, 2005
SUBLETTE WYOMING

Pipeline Easements

1817.00	USA WYW-156417	BERCO RESOURCES, LLC	MESAVERDE TREND	OCTOBER 28, 2002	SUBLETTE	WYOMING
DESC:	TOWNSHIP 28 NORTH, RANGE 111 WEST SECTION 8: S/2SE/4 SECTION 9: SW/4SW/4 SECTION 17: NW/4NE/4, N/2NW/4 SECTION 18: SE/4NE/4, N/2SE/4					
TYPE:	ROW-FED PIPELINE					
1832.00	ALSADE LIMITED	BERCO RESOURCES, LLC	MESAVERDE TREND	JULY 30, 2004	SUBLETTE	WYOMING
DESC:	TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 22: SW/4SW/4					
TYPE:	ROW-PIPELINE EASEMENT					
1833.00	JAY B. AND REBECCA S. DOWNS	BERCO RESOURCES, LLC	MESAVERDE TREND	SEPTEMBER 10, 2004	SUBLETTE	WYOMING
DESC:	TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 16: SW/4					
TYPE:	ROW-PIPELINE EASEMENT					
1834.00	JAY B. & REBECCA S. DOWNS, TRUSTEES	BERCO RESOURCES, LLC	MESAVERDE TREND	SEPTEMBER 10, 2004	SUBLETTE	WYOMING
DESC:	TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 21: NW/4, E2 SECTION 22: NW/4SW/4					
TYPE:	ROW-PIPELINE EASEMENT					
1840.00	GORDON W. & BETH A. BRAY, TRUSTEES	BERCO RESOURCES, LLC	MESAVERDE TREND	SEPTEMBER 20, 2004	SUBLETTE	WYOMING
DESC:	TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 27: W/2 SECTION 34: N/2					
TYPE:	ROW-PIPELINE EASEMENT					
1841.00	GORDON W. & BETH A. BRAY, TRUSTEES	BERCO RESOURCES, LLC	MESAVERDE TREND	SEPTEMBER 20, 2004	SUBLETTE	WYOMING
DESC:	TOWNSHIP 30 NORTH, RANGE 112 WEST					

SECTION 27: NW/4						
TYPE:	ROW-PIPELINE EASEMENT					
1850.00	JAY B. & REBECCA S. DOWNS TRUSTEES	BERCO RESOURCES, LLC	MESAVERDE TREND	JANUARY 12, 2005	SUBLETTE	WYOMING
DESC:	TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 21: NE/4SE/4					
TYPE:	ROW-PIPELINE EASEMENT					
1853.00	JAY B. & REBECCA S. DOWNS TRUSTEES	BERCO RESOURCES, LLC	MESAVERDE TREND	JANUARY 14, 2005	SUBLETTE	WYOMING
DESC:	TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 28: SE/4SE/4					
TYPE:	ROW-PIPELINE EASEMENT					
1857.00	JAY B. & REBECCA S. DOWNS TRUSTEES	BERCO RESOURCES, LLC	MESAVERDE TREND	FEBRUARY 3, 2005	SUBLETTE	WYOMING
DESC:	TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 21: NE/4SE/4 SECTION 22: NW/4SW/4					
TYPE:	ROW-PIPELINE EASEMENT					
1860.00	MICKELSON LAND LP	BERCO RESOURCES, LLC	MESAVERDE TREND	FEBRUARY 1, 2005	SUBLETTE	WYOMING
DESC:	TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 15: SW/4SW/4 SECTION 22: NW/4NW/4					
TYPE:	ROW-PIPELINE EASEMENT					
1861.00	MICKELSON LAND LP	BERCO RESOURCES, LLC	MESAVERDE TREND	FEBRUARY 27, 2005	SUBLETTE	WYOMING
DESC:	TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 22: W/2NW/4					
TYPE:	ROW-PIPELINE EASEMENT					
1864.00	GEROCH W. & BETH A. BRADY TRUSTEES	BERCO RESOURCES, LLC	MESAVERDE TREND	JANUARY 20, 2005	SUBLETTE	WYOMING
DESC:	TOWNSHIP 30 NORTH, RANGE 112 WEST SECTION 27: S2NW/4 SW/4NE/4					
TYPE:	ROW-PIPELINE EASEMENT					

1867.00
DESC: JAY B. & REBECCA S. DOWNS BERCO RESOURCES, LLC MESAVERDE TREND JANUARY 12, 2005 SUBLETTE WYOMING
TOWNSHIP 30 NORTH, RANGE 112 WEST
SECTION 28: S/2NE/4
TYPE: ROW-PIPELINE EASEMENT

1870.00
DESC: GORDON W. & BETH A. BRAY, H/W BERCO RESOURCES, LLC MESAVERDE TREND MARCH 2, 2005 SUBLETTE WYOMING
TRUSTEES
TOWNSHIP 30 NORTH, RANGE 112 WEST
SECTION 34: N/2NW/4
TYPE: ROW-PIPELINE EASEMENT

1871.00
DESC: JAY B. & REBECCA S. DOWNS, H/W BERCO RESOURCES, LLC NE LABARGE JUNE 8, 2005 131 33 314407 SUBLETTE WYOMING
TOWNSHIP 30 NORTH, RANGE 112 WEST
SECTION 28: S/2S/2
SECTION 29: S/2S/2
TYPE: ROW-PIPELINE EASEMENT

1872.00
DESC: RANDAL E AND SHAWNA BERCO RESOURCES, LLC NE LABARGE SEPTEMBER 9, 2005 131 42 214410 SUBLETTE WYOMING
MCNINCH, H/W
TOWNSHIP 30 NORTH, RANGE 112 WEST
SECTION 19: S/2
SECTION 20: SW/4SW/4
SECTION 29: W/2NW/4, NW/4SW/4
TYPE: ROW-PIPELINE EASEMENT

EXHIBIT "C" MATERIAL AGREEMENTS

Contract Id	Contract Type	Parties	Date
CO-490356-FO	Farmout Agreement <u>Township 30 North, Range 112 West</u> Sec. 22: SE/4NW/4, NE/4SW/4, S/2S/2 Sec. 23: S/2SW/4, E/2 (LESS 2 ACRES) Sec. 24: W/2, W/2E/2 Sec. 25: ALL Sec. 26: E/2, E/2W/2, NW/4NW/4 Sec. 27: N/2NE/4	Encana Oil & Gas, Farmor Berco Resources, Farmee	10-1-02
CO-490356.01-FO	Option Farmout Agreement <u>Township 30 North, Range 112 West</u> Sec. 27: W/2, SW/4SE/4 Sec. 33: N/2 Sec. 34: W/2NW/4	EOG Resources, Farmor Berco Resources, Farmee	9-16-02
CO-490350-POOL	Pooling & Cross Assignment <u>Township 29 North, Range 111 West</u> ALL of Sections 17-20 <u>Township 29 North, Range 112 West</u> ALL of Sections 11-14	Anderson Oil Co. Berco Resources	7-2-02
CO-490340.01-FO	Farmout Agreement <u>Township 28 North, Range 111 West</u> Sec. 5: LOT 1(41.66), SE/4NE/4, E/2SW/4, SE 4 Sec. 9: W/2NE/4, NW/4SE/4, W/2 Sec. 10: S/2 Sec. 15: N/2, SE/4, NE 4SW/4, S 2SW/4	Encana Oil & Gas, Farmor Berco Resources, Farmee	10-1-02

316331

RECORDED	Jan 9	05:40P
IN BOOK	13104M	PAGE 538
FEES	11.00	COUNTY CLERK
SUBLETTE COUNTY	WYOMING	

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: Milleg Partnership, a Wyoming Partnership, composed of the General Partners of Bill M. Milleg and Sandra Milleg Trustees of the Bill M. Milleg Living Trust, dated January 9, 1996; Bill M. Milleg and Sandra Milleg Trustees of the Sandra Milleg Living Trust, dated January 9, 1996; Bill M. Milleg Successor Trustee of the Helen M. Milleg Living Trust dated January 9, 1996; Bill M. Milleg Successor Trustee of the Bill C. Milleg Living Trust dated January 9, 1996;

Lessee: Berco Resources, LLC

Date: May 16, 2001

Recorded: Book 119 O&G, Page 37

Description: Township 30 North, Range 112 West, 6th P.M.
 Section 35: E/2NE/4, less and except 2.50 acres, more or less
 Section 36: N/2NE/4, N/2NW/4, SE/4NW/4, SW/4NW/4, less and except 6.446 acres more particularly described as tract #1 and #2 of Milleg Heights Subdivision and parcel #3 described by metes and bounds in Warranty Deed recorded at Book 10, Page 45.
 Sublette County, Wyoming

Whereas, the primary term of said lease expires in the absence of drilling operations on May 15, 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 three years from the date of said expiration thereof and as long thereafter as oil and or gas is produced from any well on the land covered by said lease(s); 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 22nd day of December 2005.

Milleg Partnership, a Wyoming Partnership

Bill M. Milleg
 Bill M. Milleg, Trustee of the Bill M. Milleg
 Milleg Living Trust dated January 9, 1996,
 General Partner

Sandra Milleg
 Sandra Milleg, Trustee of the Bill M.
 Milleg Living Trust dated January 9,
 1996, General Partner

Bill M. Milleg
 Bill M. Milleg, Trustee of Sandra Milleg
 Living Trust dated January 9, 1996,
 General Partner

Sandra Milleg
 Sandra Milleg, Trustee of the Sandra
 Milleg dated January 9, 1996,
 General Partner

Bill M. Milleg
 Bill M. Milleg, Successor Trustee of the Helen M.
 Milleg Living Trust dated January 9, 1996,
 General Partner

Bill M. Milleg
 Bill M. Milleg, Successor Trustee
 of the Bill C. Milleg Living Trust
 dated January 9, 1996,
 General Partner

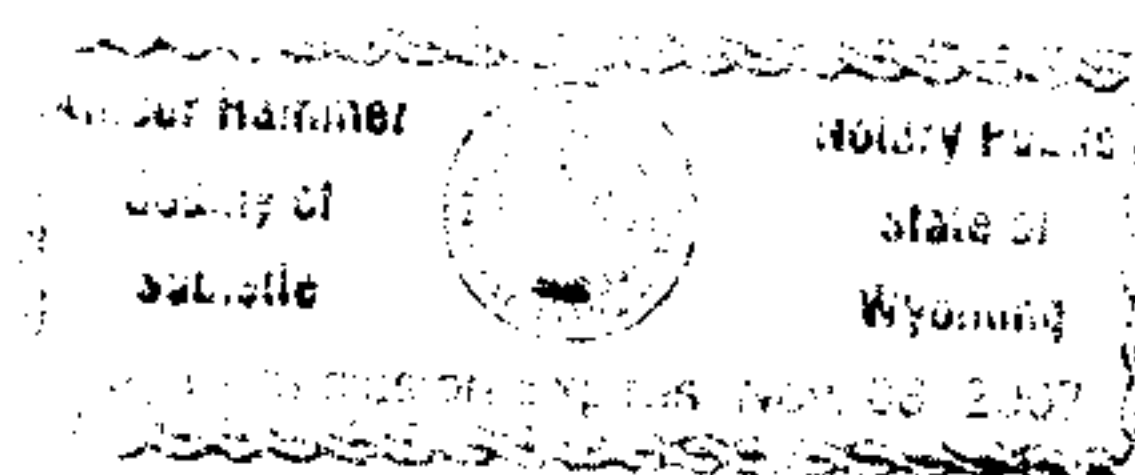
STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

On this 22nd day of December 2005, before me, a Notary Public, personally appeared Bill M. Milleg and Sandra Milleg as Trustees of the Bill M. Milleg Living Trust dated January 9, 1996, the Sandra Milleg Living Trust dated January 9, 1996, and Bill M. Milleg Successor Trustee of the Helen M. Milleg Living Trust dated January 9, 1996 and Successor Trustee of the Bill C. Milleg Living Trust dated January 9, 1996, and as General Partners of the Milleg Partnership, a Wyoming 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.

My Commission Expires:

Nov. 03, 2007

Ann Ham
Notary Public



316 332

Bray #32-27

PIPELINE EASEMENT

RECORDED	<u>Jan. 9</u>	<u>2006 1:40 P.M</u>
IN BOOK	<u>1310 & M</u>	PAGE <u>540</u>
FEES \$	<u>14.00</u>	COUNTY CLERK
SUBLETTE COUNTY, WYOMING		

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 of P.O. Box 564, 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 a Pipeline Easement unto Grantee, its successors and assigns, together with the right, from time to time, to lay, construct, reconstruct, replace, renew, operate, maintain, repair, change the size of, and remove pipes and pipelines for the transportation of hydrocarbons, natural gas and other gaseous substances, and to alter, add to, change and remove the same from time to time, along, over, through, upon, under and across Grantors' land situated in the County of Sublette, State of Wyoming, described as follows:

Township 30 North, Range 112 West
Section 27: S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$
Sublette County, Wyoming

along an approximate route (not to exceed 30 feet in width) as depicted on Exhibit "A" attached hereto and made a part hereof, together with the rights of ingress and egress to and from said line or lines, or any of them, for the purposes aforesaid.

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

All pipe laid under this grant shall be laid upon a route selected by the Grantee. However, Grantor shall be consulted as to the location of the pipeline, and shall, when requested by Grantor, bury the pipeline to such a depth that it will not interfere with the ordinary cultivation of said land. Grantee shall repair any fences that are cut during the installation or operation of the pipeline to as close to the fence's original condition as practical.

To have and to hold said easement, rights and right of way, unto the said Grantee, its successors and assigns, for a period of time extending two years beyond the date said pipeline is no longer in use.

Upon commencement of operations for construction of the pipeline or lines to be laid hereunder, Grantee shall pay to Grantor the sum of \$15.00 per linear rod of such line or lines proportionately reduced to the ownership interest of Grantor, which payment shall be made by check mailed to Grantor at P.O. Box 564, Big Piney, Wyoming 83113. Grantee shall have no right to commence construction of such pipeline 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 pipelines hereunder.

For the consideration aforesaid, Grantor does hereby release and discharge Grantee of and from any and all claims and causes of action arising out of or in any way connected with the reasonable exercise by Grantee of the rights and easement herein granted.

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 24th day of January, 2005

Grantor(s):

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

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

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

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

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

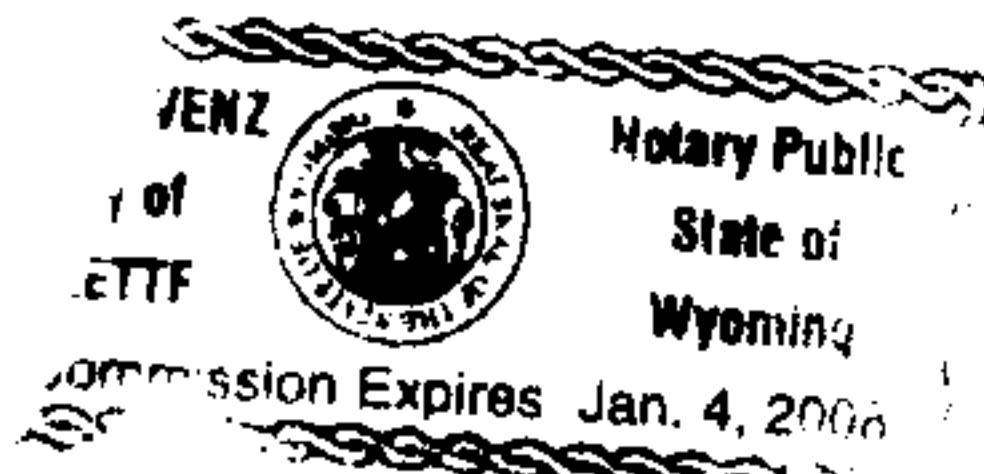
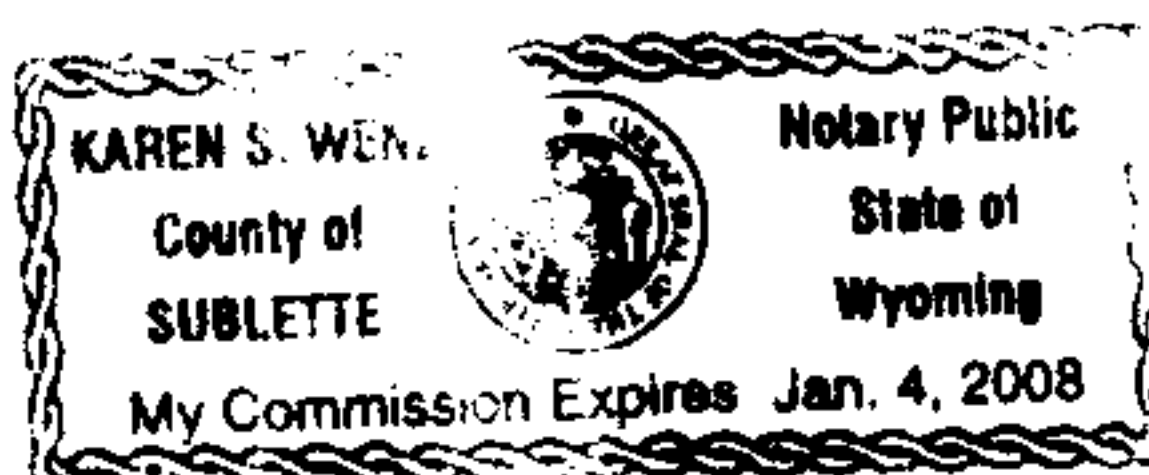
By: Gordon W. Bray, Sr.
Gordon W. Bray, Sr., Trustee

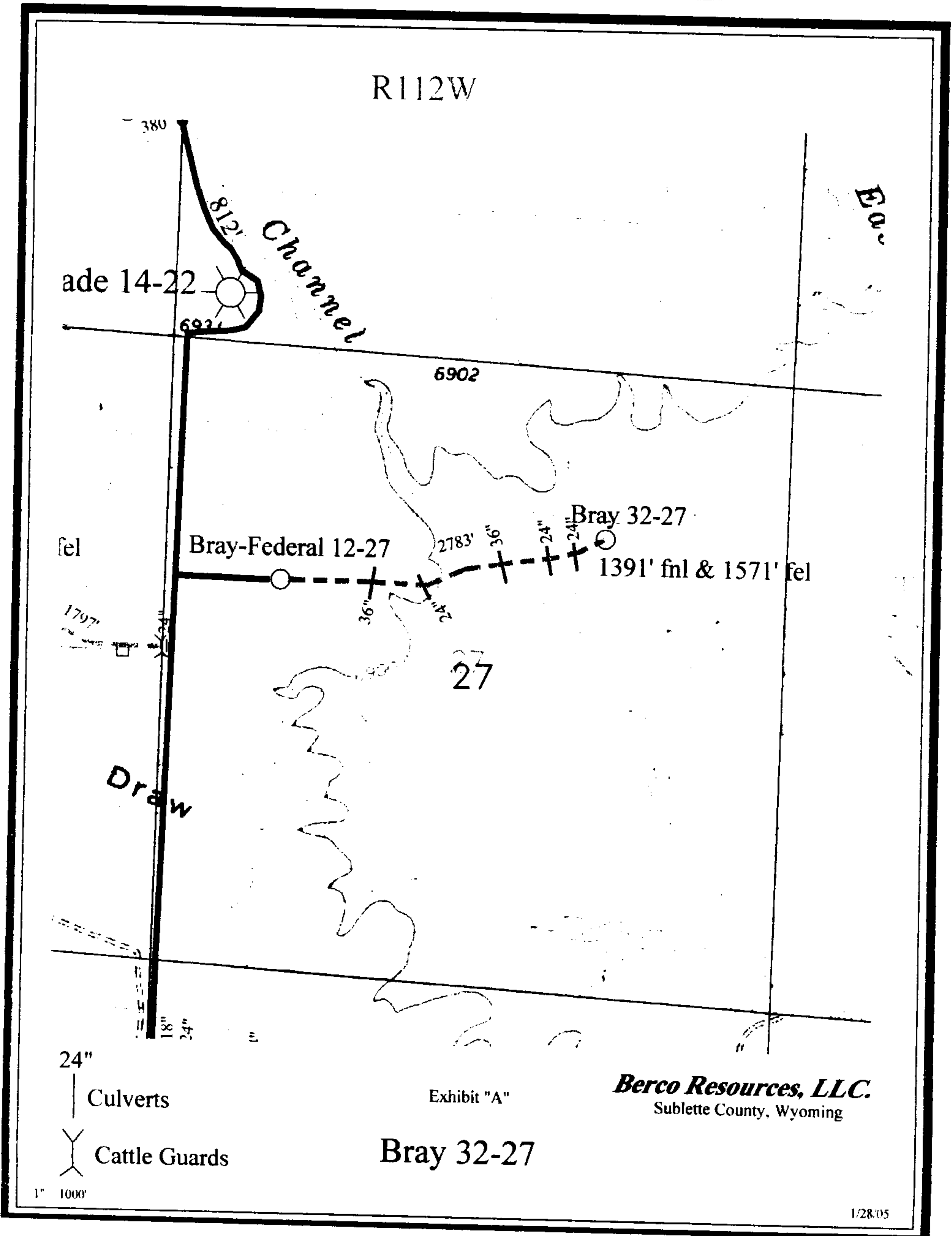
STATE OF WYOMING)
COUNTY OF Sublette) ss.

On this 24th day of January, 2005, 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.

1/22/08
My Commission Expires

Karen S. Wenz
Notary Public





316333

RECORDED Jan. 9 20 06 1:45 PM
 IN BOOK 131 C+M PAGE 543
 FEES \$ 17.00 COUNTY CLERK
 SUBLETTE COUNTY, PINEDALE, WYOMING
 by Cynthia J. Friel

Bray #43-27 Pad

SURFACE DAMAGE AND USE AGREEMENT

THIS AGREEMENT made and entered into this 19th day of December, 2005, 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, (hereinafter referred to as "Grantor"), of P.O. 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 26: SW $\frac{1}{4}$ NW $\frac{1}{4}$;
Section 27: SE $\frac{1}{4}$ NE $\frac{1}{4}$;
Sublette County, Wyoming

WHEREAS, Grantee desires to use a portion of said surface to access, drill, test, complete and produce the proposed Bray #43-27D well and other future wells located on the lands specified above at an approximate surface location as depicted upon Exhibit "A" attached hereto.

NOW, THEREFORE, 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 permittees 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 #43-27D well ~~and other future wells~~ that may be directional drilled from the same location ("Well(s)") and for the continuous operation of said well(s). 12-26 D & 13-26 D

Upon commencement of operations to prepare the drill site, Grantee shall pay to Grantor the sum of \$5,000.00, which payment shall be made by Grantee by check mailed to Grantor at P.O. Box 564, 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 a 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 Well(s) (the pad location not to exceed three acres in size) and, for the value of all crops, timber, vegetation, fences or other improvements located on the well site location for the Well(s). However, Grantee will compensate Grantor for any unusual damages caused by its agents or employees such as 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 Well(s), Grantee agrees to the following:

- 43-27D, 12-26 D & 13-26 D
1. The pit(s) shall be fenced so as to prevent access by livestock. The pit(s) shall be bermed to prevent runoff from entering the pit(s) and the pit(s) shall be back filled upon termination of operations and appropriate drying.

In the event the Well(s) is completed as a producing well and no more drilling from the pad location is anticipated, Grantee agrees to the following:

1. 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. Fence all pits sufficiently to turn all livestock.

Upon the plugging and abandonment of the Well(s), 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.

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 19th day of December, 2005.

Grantor(s):

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

By: [Signature]
Gordon W. Bray, Sr., Trustee

By: [Signature]
Beth A. Bray, Trustee

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

By: [Signature]
Beth A. Bray, Trustee

By: [Signature]
Gordon W. Bray, Sr., Trustee

Grantee:

Berco Resources, LLC

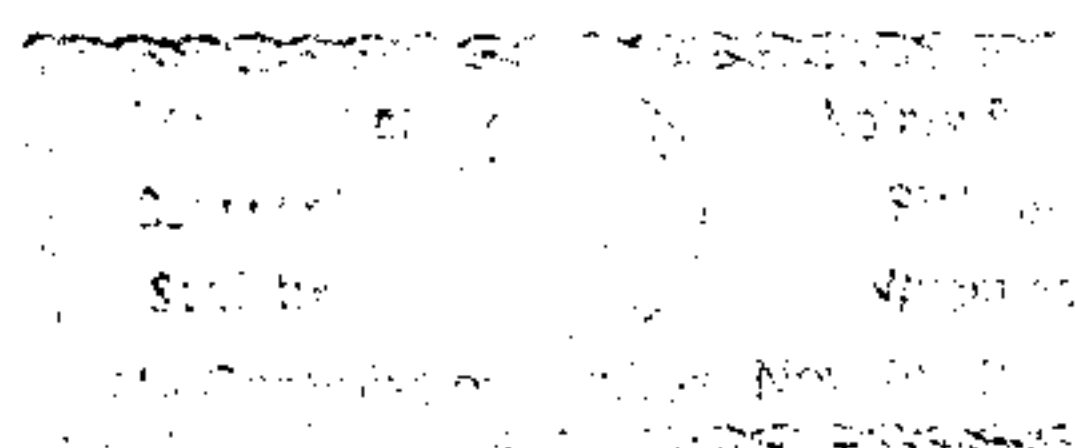
By: [Signature]
Timothy R. Morris, Vice President

STATE OF WYOMING)
COUNTY OF Sublette) ss.

On this 19th day of December, 2005, 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.

10/19/2007
My Commission Expires

Amber Hall
Notary Public



STATE OF COLORADO)
COUNTY OF DENVER) ss.

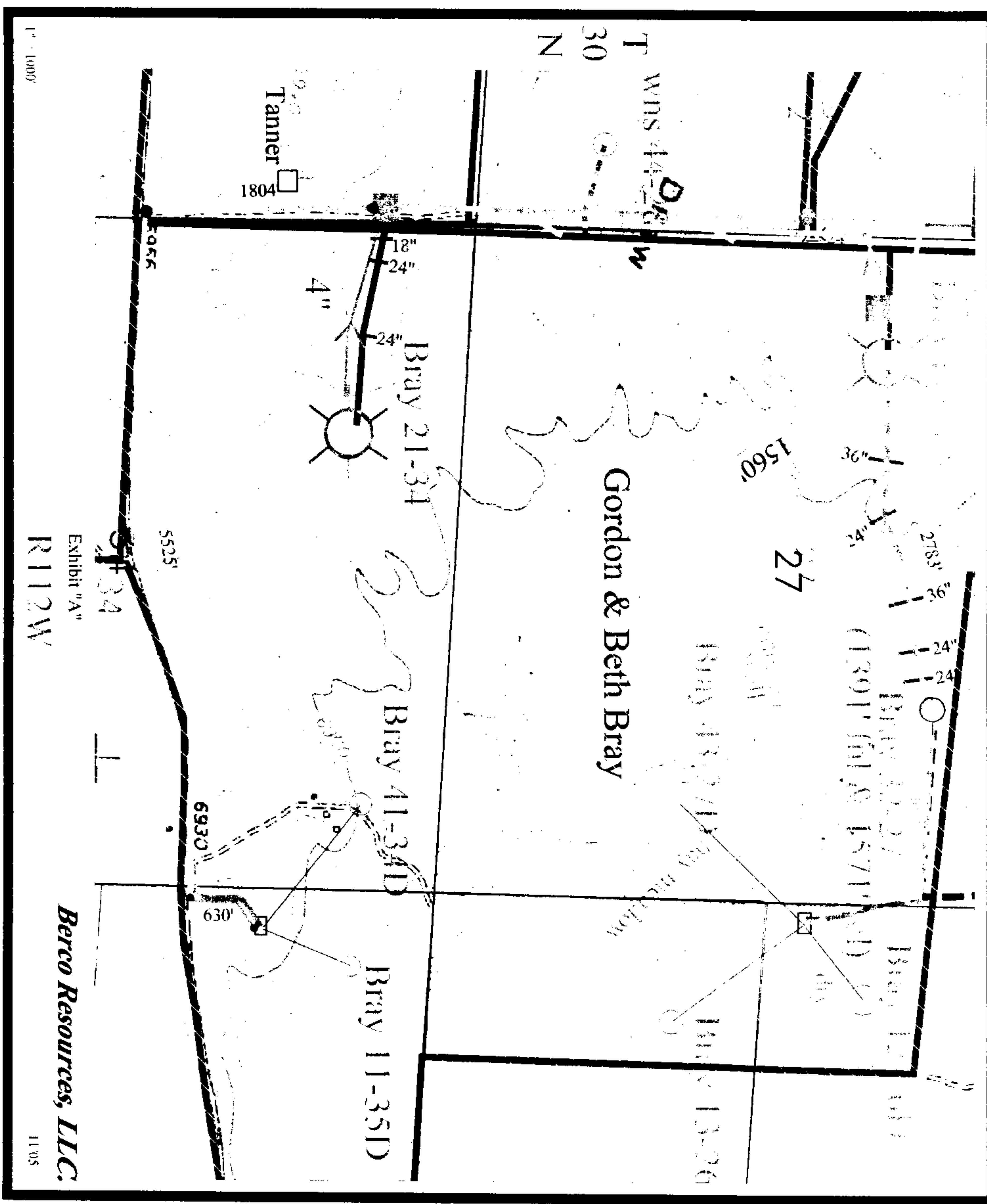
Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Timothy R. MORRIS, to me known to be the identical persons who subscribed the name of BERCO RESOURCES, LLC, the make thereof, to the foregoing instrument as its Vice President, and acknowledged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

10/19/2007
My Commission Expires

Timothy R. Morris
Notary Public





RECORDED	Jan. 9	2006 1:45 PM
IN BOOK	131054	PAGE 547
FEES	14.00	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING		

by Cynthia J. Friel

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 of P.O. Box 564, 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 26: SW $\frac{1}{4}$ NW $\frac{1}{4}$;

Section 27: S $\frac{1}{2}$ NE $\frac{1}{4}$;

Sublette County, Wyoming

along an approximate route, or a portion of a route, as 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 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 19th day of December, 2005.

Grantor(s):

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

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

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

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

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

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

STATE OF WYOMING)

COUNTY OF Sublette) ss.

On this 19th day of December, 2005, 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.

Nov 19, 2007
My Commission Expires

Amber Hall
Notary Public

316335

IN BOOK	1310+4	PAGE 550
FEES	17.00	COUNTY CLERK
SUBLETTE CLERK		AL, WYOMING

Alsade #44-22D

SURFACE DAMAGE AND USE AGREEMENT

by *Lynthia J. Friel*

THIS AGREEMENT made and entered into this 18th day of December, 2005, by and between Alsade Limited, a corporation, (hereinafter referred to as "Grantor"), of P.O. Box 520, Big Piney, Wyoming 83113; and Berco Resources, LLC (hereinafter referred to as "Grantee") whose address is 1200 17th Street, Suite 600, Denver, Colorado 80202.

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

Township 30 North, Range 112 West
 Section 22: SE $\frac{1}{4}$ SE $\frac{1}{4}$;
 Sublette County, Wyoming

WHEREAS, Grantee desires to use a portion of said surface to access, drill, test, complete and produce the proposed Alsade #44-22D well located on the lands specified above at an approximate surface location as depicted upon Exhibit "A" attached hereto.

NOW, THEREFORE, 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 permittees for the purpose of moving in and out drilling and production equipment, crews, materials and all equipment necessary or convenient for drilling, testing, completing, and producing said Alsade #44-22D 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 \$3,750.00, which payment shall be made by Grantee by check mailed to Grantor at P.O. Box 520, 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 Alsade #44-22D (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 Alsade #44-22D well. However, Grantee will compensate Grantor for any unusual damages caused by its agents or employees such as 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 Alsade #44-22D well, Grantee agrees to the following:

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

In the event the Alsade #44-22D 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. 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. Fence all pits sufficiently to turn all livestock.
4. Grantee agrees that the production site shall be kept free of all litter, cans, bottles, trash, etc. and controlled to prevent noxious weeds.
5. Operator, for itself and its contractors, subcontractors, agents, employees, representatives, successors and assigns, does hereby release and agree to defend and hold harmless Grantor from any claim for damage to any person or property arising out of Operator's use and /or Operator's operations on and over Grantor's property and does further agree to pay all costs and expenses incurred by Grantor in the event it shall become necessary for Grantor to defend themselves from any claims made by anyone as a result of Operator's operations pursuant to this agreement. In the event that it should become necessary or desirable for Grantor to obtain the services of an attorney to enforce any of the provisions of this agreement, or to make claims for damages, specific performance, or any breach resulting from Operator's operations under this agreement, then Operator shall be liable for reasonable attorney's fees incurred by Grantor in connection with such matters provided that Operator is found to be at fault.

Upon the plugging and abandonment of the Alsade #44-22D 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.

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 28th day of December, 2005.

Grantor(s):

Alsade Limited, a corporation

Grantee:

Berco Resources, LLC

By: Tagg Guio
Tagg Guio, Vice President

By: Timothy R. Morris
Timothy R. Morris, Vice President

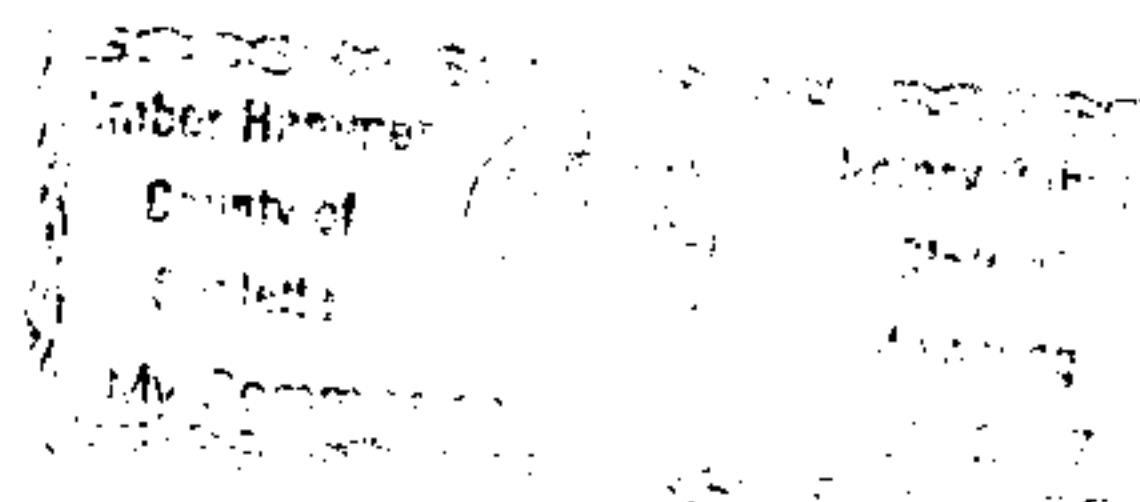
STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Tagg Guio, to me known to be the identical persons who subscribed the name of Alsade Limited, a corporation, 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 this 28th day of December, 2005

Nov. 04, 2007
My Commission Expires

Amber Han
Notary Public



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 4th day of January 2005.

June 2010
 My Commission Expires

Timothy R. Morris
 Notary Public

R112W

222

222

Alsade Lmtd.,

Eos

Alsade 44-23D

Alsac

27

26

Gordon & Beth Bray

Proposed Pipeline

Proposed Road

Alsade 44-22D

SESE Section 22 T30N R112W

Exhibit "A"

Berco Resources, LLC.

Sublette County, Wyoming
67 Draw Development

1" = 1000'

12/15/05

316336

ACCESS ROAD EASEMENT

RECORDED	Jan. 9	2006 1:55P.M
IN BOOK	1310+4	PAGE 554
FEES \$	14.00	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING		
by Cynthia J. Friel		

KNOW ALL MEN BY THESE PRESENTS:

That Alsade Limited, a corporation, (hereinafter referred to as "Grantor"), of P.O. Box 520, 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: SE $\frac{1}{4}$ SE $\frac{1}{4}$;

Section 27: NE $\frac{1}{4}$ NE $\frac{1}{4}$;

Sublette County, Wyoming

along an approximate route, or a portion of a route, as 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 520, 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. The access road right-of-way shall be kept free of all litter, cans, bottles, trash, etc. and controlled to prevent noxious weeds.
5. Operator, for itself and its contractors, subcontractors, agents, employees, representatives, successors and assigns, does hereby release and agree to defend and hold harmless

Grantor from any claim for damage to any person or property arising out of Operator's use and /or Operator's operations on and over Grantor's property and does further agree to pay all costs and expenses incurred by Grantor in the event it shall become necessary for Grantor to defend themselves from any claims made by anyone as a result of Operator's operations pursuant to this agreement. In the event that it should become necessary or desirable for Grantor to obtain the services of an attorney to enforce any of the provisions of this agreement, or to make claims for damages, specific performance, or any breach resulting from Operator's operations under this agreement, then Operator shall be liable for reasonable attorney's fees incurred by Grantor in connection with such matters provided that Operator is found to be at fault.

6. Upon termination of Grantee's oil and gas operations, Grantee shall reclaim and reseed the lands to conform to existing topography, unless Grantor indicates in writing that it wishes for the access road to remain as is for the Grantor's future use.

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 28th day of December, 2005.

Grantor(s):

Alsade Limited, a corporation

By: Tagg Guio
Tagg Guio, Vice President

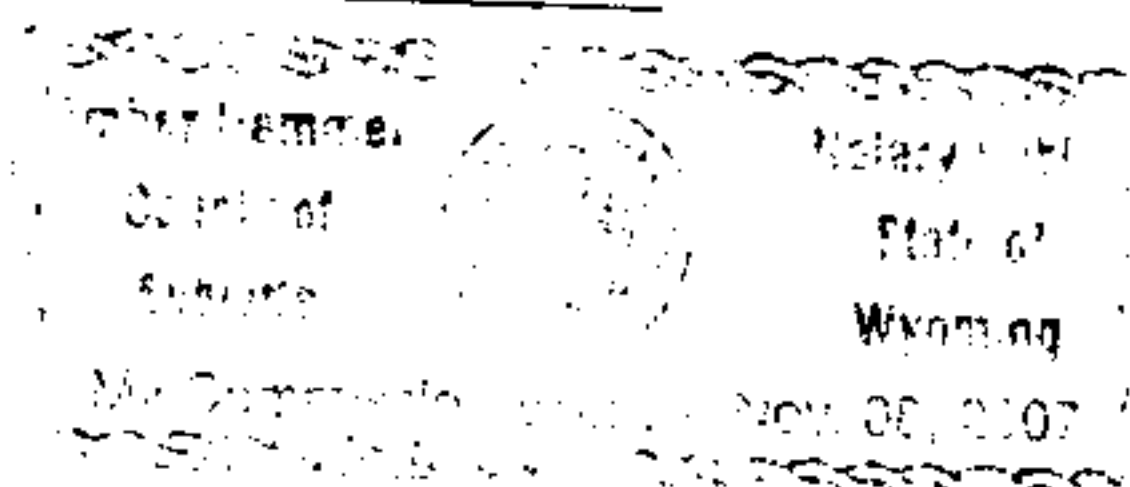
STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

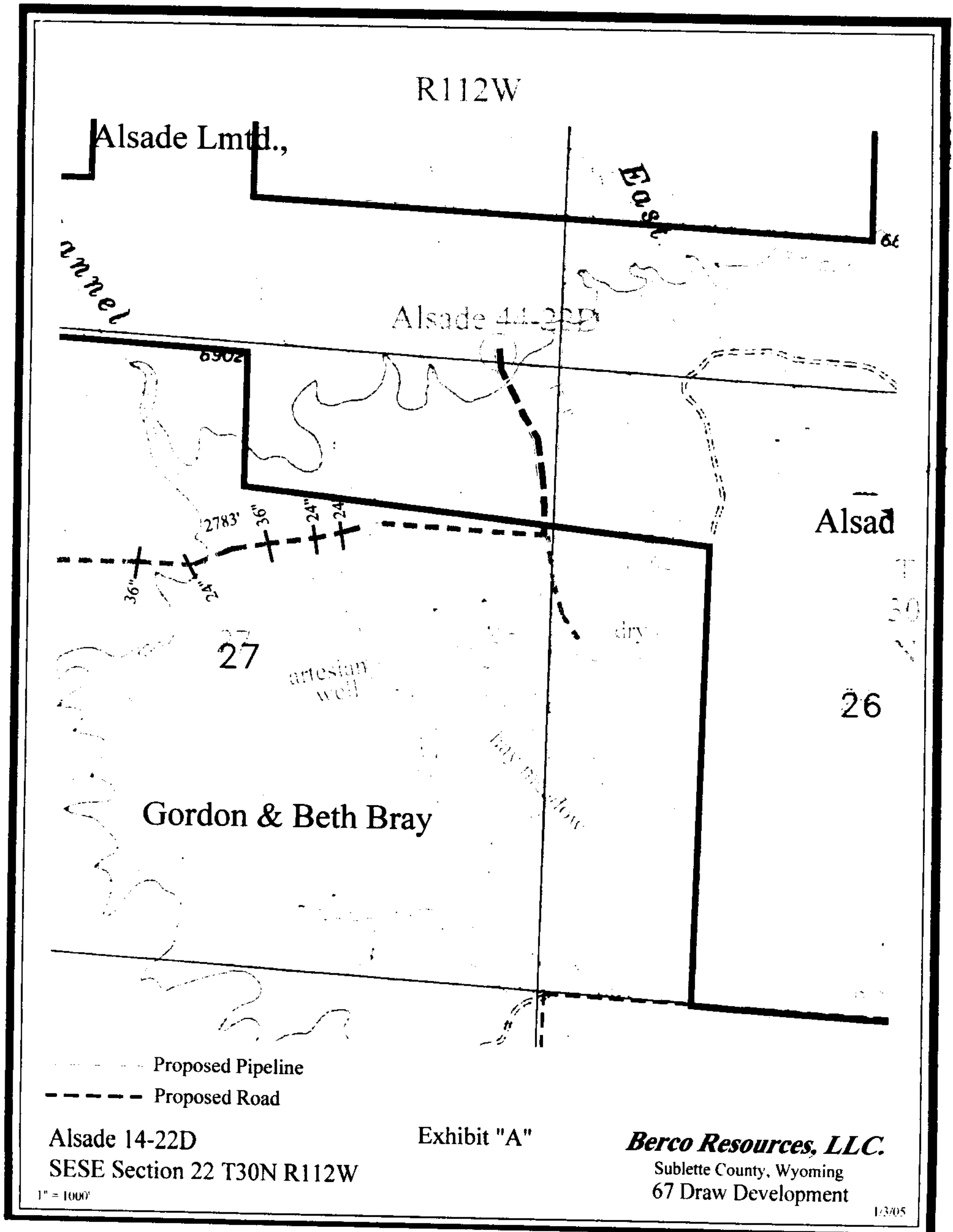
Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Tagg Guio, to me known to be the identical persons who subscribed the name of Alsade Limited, a corporation, the make thereof, to the foregoing instrument as its Vice President, and acknowledged 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 this 28th day of December, 2005

Nov. 08, 2007
My Commission Expires

Kimber Hammes
Notary Public





316337

RECORDED	<u>Jan. 9</u>	20 <u>26</u> 2:00 P.M.
IN BOOK	<u>1310 & M.</u>	PAGE <u>557</u>
FEES \$	<u>14.00</u>	COUNTY CLERK
SUBLETTE COUNTY, WYOMING		

PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

by Cynthia J. Friel

That Alsade Limited, a corporation, (hereinafter referred to as "Grantor"), of P.O. Box 520, 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 a Pipeline Easement unto Grantee, its successors and assigns, together with the right, from time to time, to lay, construct, reconstruct, replace, renew, operate, maintain, repair, change the size of, and remove pipes and pipelines for the transportation of hydrocarbons, natural gas and other gaseous substances, and to alter, add to, change and remove the same from time to time, along, over, through, upon, under and across Grantors' land situated in the County of Sublette, State of Wyoming, described as follows:

Township 30 North, Range 112 WestSection 22: SE $\frac{1}{4}$ SE $\frac{1}{4}$;Section 27: NE $\frac{1}{4}$ NE $\frac{1}{4}$;

Sublette County, Wyoming

along an approximate route (not to exceed 30 feet in width) as depicted on Exhibit "A" attached hereto and made a part hereof, together with the rights of ingress and egress to and from said line or lines, or any of them, for the purposes aforesaid.

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

All pipe laid under this grant shall be laid upon a route selected by the Grantee. However, Grantor shall be consulted as to the location of the pipeline and shall bury the pipeline to such a depth that it will not interfere with the ordinary cultivation of said land. Grantee shall repair any fences that are cut during the installation or operation of the pipeline to the fence's original condition or better.

To have and to hold said easement, rights and right of way, unto the said Grantee, its successors and assigns, for a period of time extending two years beyond the date said pipeline is no longer in use.

Upon commencement of operations for construction of the pipeline or lines to be laid hereunder, Grantee shall pay to Grantor the sum of \$15.00 per linear rod of such line or lines proportionately reduced to the ownership interest of Grantor, which payment shall be made by check mailed to Grantor at P.O. Box 520, Big Piney, Wyoming 83113. Grantee shall have no right to commence construction of such pipeline 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 pipelines hereunder.

Should additional pipelines be laid at any time under this grant, after the construction of the initial line or lines for which payment has been made under the preceding paragraph hereof, an additional consideration of \$15.00 per rod shall be paid for each pipeline so laid after the initial line or lines; provided; however, that multiple pipes laid in a single excavation shall constitute a single pipeline for the purposes hereof.

For the consideration aforesaid, Grantor does hereby release and discharge Grantee of and from any and all claims and causes of action arising out of or in any way connected with the reasonable exercise by Grantee of the rights and easement herein granted.

Operator, for itself and its contractors, subcontractors, agents, employees, representatives, successors and assigns, does hereby release and agree to defend and hold harmless Grantor from any claim for damage to any person or property arising out of Operator's use and /or Operator's operations on and over Grantor's property and does further agree to pay all costs and expenses incurred by Grantor in the event it shall become necessary for Grantor to defend themselves from any claims made by anyone as a result of Operator's operations pursuant to this agreement. In the event that it should become necessary or desirable for Grantor to obtain the services of an attorney to enforce any of the provisions of this agreement, or to make claims for damages, specific performance, or any breach resulting from Operator's operations under this agreement, then Operator shall be liable for reasonable attorney's fees incurred by Grantor in connection with such matters provided that Operator is found to be at fault.

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

It is expressly understood that funds paid herein for damages are for the use of Grantor's surface lands for a pipeline right of way and are not settlement for any damages to any contiguous real property or the Grantor or a release for any other damages which Grantor or Grantor's property may sustain by reason of the operations carried on by the Grantee or its agents of subcontractors.

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 28th day of December, 2005.

Grantor(s):

Alsade Limited, a corporation

By: Tagg Guio
Tagg Guio, Vice President

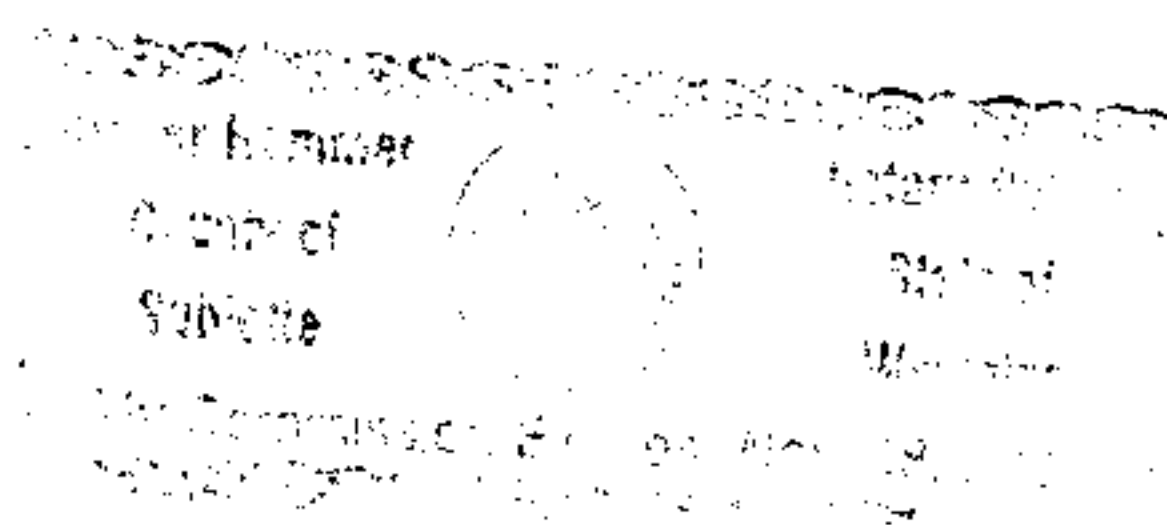
STATE OF WYOMING)
) ss.
COUNTY OF SUBLETTE)

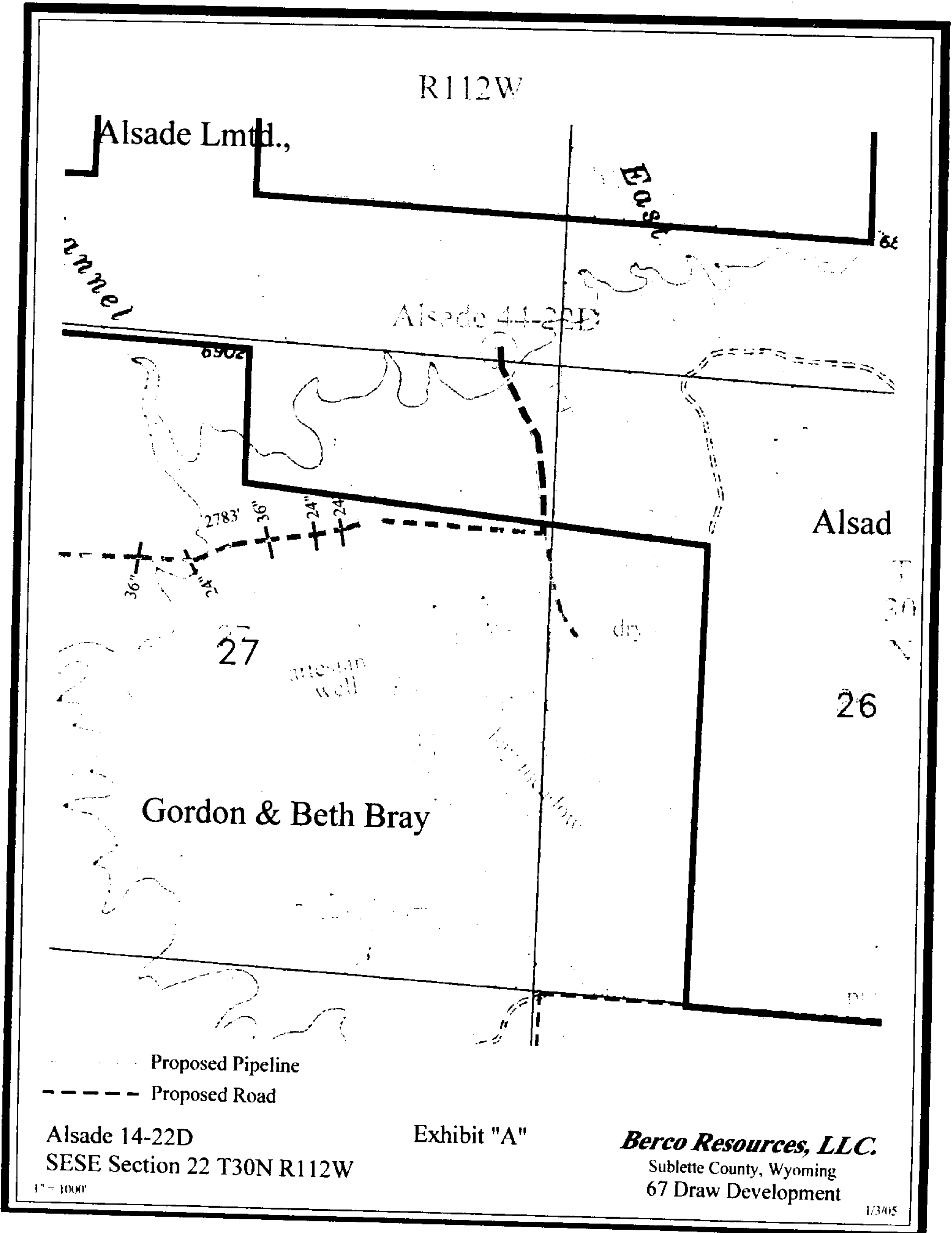
Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Tagg Guio, to me known to be the identical persons who subscribed the name of Alsade Limited, a corporation, the make thereof, to the foregoing instrument as its Vice President, and acknowledged 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 this 28th day of December, 2005

Nov. 08, 2007
My Commission Expires

Amber Hamel
Notary Public





RECORDED Apr-10 23063452m
IN BOOK 131045 PAGE 560
FEES: 17.00 COUNTY CLERK
SUBLETTE COUNTY, IDAHO
by Cynthia J. Friel
10

THIS ASSIGNMENT OF INTEREST IN OIL AND GAS LEASE AND WELLBORE OVERRIDING ROYALTY (the "Assignment"), dated effective 12:01 a.m. local time, December 1, 2005 (the "Effective Time"), is from John P. Lockridge, 1265 Lisbon Lane, Pebble Beach, California 93953 ("Assignor") to Mountain Energy, LLC, 1801 Broadway, Suite 1250, Denver, Colorado 80202 ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, grants, bargains, and conveys to Assignee the real and personal property interests described below, located in Sublette County, Wyoming (the "Assigned Interests"):

1. All of Assignor's right, title and interest in and to the oil and gas lease described on Exhibit A attached hereto (the "Lease").
2. All of Assignor's right, title and interest in the oil and gas wells located on the Lease, together with all personal property and equipment associated with said wells.
3. All of Assignor's right, title, and interest in the overriding royalty interest in the production from the Miller #7-4 Well, located in the SWNE of Section 4, T35N, R112W, 6th P.M., Sublette County Wyoming. This interest being equal to the difference between applicable royalties, overriding royalties, production payments and other like payments that were in effect as of February 12, 2001 and 18.5%.
4. Rights in and to all existing and effective pooling and communitization agreements, and other contracts, agreements and instruments to the extent only that they relate to or affect the interest described in Sections 1, 2, and 3 above.
5. Concurrent rights of ingress and egress to the Lease lands, and in and to surface use agreements, right-of-way, easements, surface leases and other surface rights, if any, held by Assignor in connection with ownership or operation of the Lease.

TO HAVE AND TO HOLD the Assigned Interests unto Assignee and its successors and assigns forever.

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

A. THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY EXCEPT THAT ASSIGNOR WARRANTS THAT TITLE TO THE ASSIGNED INTERESTS IS FREE AND CLEAR OF ANY LIENS AND ENCUMBRANCES CREATED BY, THROUGH OR UNDER ASSIGNOR, BUT NOT OTHERWISE.

B. This Assignment is subject to the terms and provisions of the Farmin Agreement, as amended, between Williams Productin Rocky Mountain Company and Prima Oil & Gas Company and John P. Lockridge (the "Farmin Agreement"). If there is a

conflict between the terms of this Assignment and the Farmin Agreement, the terms of the Farmin Agreement shall control in all respects and not be deemed to have merged into the terms of this Assignment.

C. Assignee agrees to perform all obligations, express or implied, of Assignor under the Lease insofar as such obligations are applicable to the Assigned Interests.

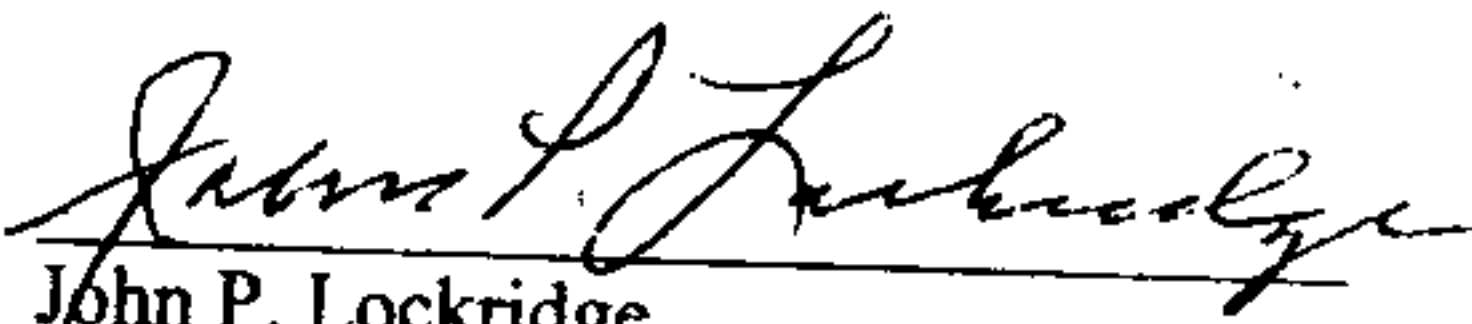
D. To the extent permitted by law, Assignee shall be subrogated to Assignor's rights to the extent of the Assigned Interests, in and to representations, warranties and covenants given with respect to the Lease. Assignor grants and transfers to Assignee, its successors and assigns to the extent so transferable and permitted by law, the benefit of and the right to enforce the covenants, representations and warranties, if any, which Assignor is entitled to enforce with respect to the Assigned Interests, but only to the extent not enforced by Assignor.

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

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 for in the Farmin Agreement.

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

ASSIGNOR:
JOHN P. LOCKRIDGE


John P. Lockridge

ASSIGNEE:
MOUNTAIN ENERGY, LLC



Steven R. Matre, Manager

EXHIBIT A
LEASES AND LANDS

Sublette County, Wyoming

1. Lessor: WYW-136345
Lessee: Mountain States Fuels, Inc.
Effective Date: May 1, 1995
Primary Term: 10 Years
Royalty: 12.5%
Mineral Interest: 100%
Description:

Township 35 North, Range 112 West, 6th P.M.
Section 4: Lots 1,2,3,4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$
Section 5: Lots 1,2,3,4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$
Section 6: Lots 1,2,6, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 8: N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 9: N $\frac{1}{2}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$
Containing 2076.15 acres, more or less

**ATTACHED TO AND MADE A PART OF THAT CERTAIN
ASSIGNMENT OF INTEREST IN OIL AND GAS LEASES
FROM JOHN P. LOCKRIDGE TO MOUNTAIN ENERGY, LLC**

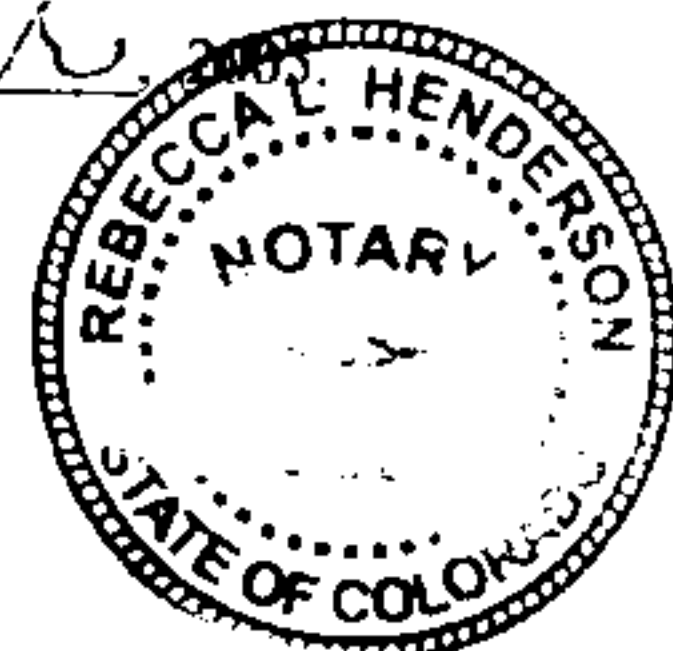
Acknowledgements

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared John P. Lockridge, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 1st day of December, 2005.

Rebecca Henderson
Notary Public



MY COMMISSION EXPIRES 11/15/08

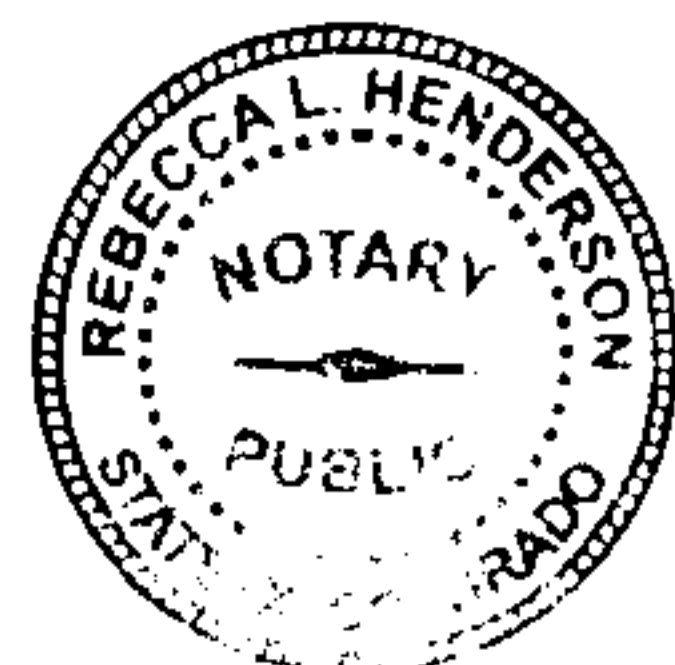
My Commission Expires 11/15/2008

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

Before me, the undersigned Notary Public, within and for said County and State, personally appeared Steven R. Matre, known to be the identical person who signed the above and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed.

In witness whereof, I have hereunto set my hand and notarial seal this 1st day of December, 2005.

Rebecca Henderson
Notary Public



MY COMMISSION EXPIRES 11/15/08

My Commission Expires 11/15/2008

ASSIGNMENT OF OVERRIDING ROYALTY AFFECTING
OIL AND GAS LEASE: W134471 (61,871)

KNOW ALL MEN BY THESE PRESENTS, That GADECO, LLC of 5299 DTC Boulevard, Suite 500, Greenwood Village, Colorado 80111, ASSIGNOR, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, does hereby grant, convey, transfer, assign and deliver without warranty, express or implied, overriding royalty unto the following parties in the amounts shown:

NAME	ADDRESS	PERCENT
Donald L. Kretsch	7785 West 5 th Avenue Lakewood, Colorado 80226	0.50% of 8/8ths

Being in all a total of an undivided zero point five percent of eight eighths (0.50% of 8/8ths) overriding royalty on all of the oil, gas and other hydrocarbon substances that may be produced, saved and marketed from the following described lands situated in **Sublette County, State of Wyoming**, under the below designated oil and gas lease and any extension or renewal thereof, to wit:

Township 31 North, Range 114 West
Section 2: Lot 1
Section 3: Lots 1,2,3,4, S/2N/2, S/2
Section 4: Lots 1, 2,3,4, S/2N/2, SE/4
Containing 1100.66 acres, more or less

WITNESS our hand this 7th day of December 2005.



Jack J. Grynberg, President of
GADECO, LLC

STATE OF Colorado

COUNTY OF Arapahoe

The foregoing instrument was acknowledged before me this 7th day of December, 2005 by Jack J. Grynberg, as President of GADECO, LLC.

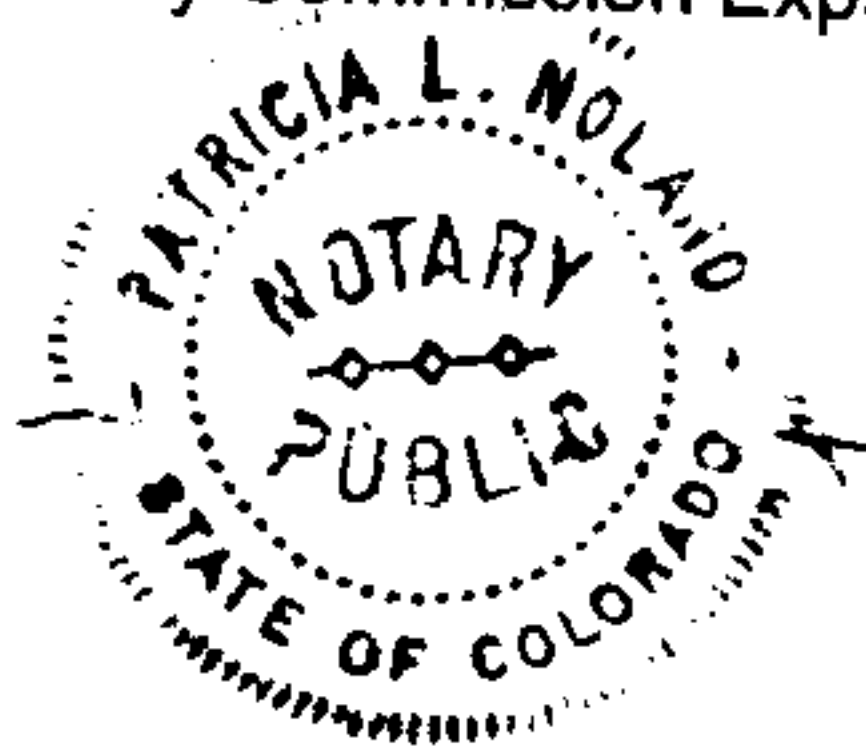
Witness my hand and official seal.

My Commission Expires: 7/19/06



Patricia L. Noland

Notary Public



316383

RECORDED	Jan. 11	2006 4:00 P.M.
IN BOOK	1310+M	PAGE 564
FEES \$	8.00	COUNTY CLERK
SUBLETTE COUNTY, WYOMING		

by Cynthia J. Friel

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.

WYW-36438

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* **WOLD OIL PROPERTIES, INC.**
Street **139 West Second Street, Suite 200**
City, State, ZIP Code **Casper, Wyoming 82601**

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

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

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

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

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	b	c	d	e	f
Township 30 North, Range 114 West, 6th P.M. Section 33: S/2SW/4, SE/4NW/4SW/4, S/2NE/4SW/4 containing 110.00 acres, more or less Sublette County, Wyoming					
TRUE OIL, LLC (Transferor)	10.567232%	2.661701%	7.905531%	None	Those of Record
WILLIAMS PRODUCTION RMT COMPANY (Transferor)	34.426952%	4.333570%	30.093382%	None	Those of Record
	Total Interest Conveyed 6.995271%				
Limited in depth from one hundred (100) feet below the base of the Baxter sand to one hundred (100) 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-114W, Sublette County, WY)					
Subject to that certain Farmout Agreement dated December 12, 2001, by and between Wold Oil Properties, Inc. and True Oil Company (as amended to include Williams Production RMT Company, as Farmee and Operator).					

316384

RECORDED	Jan. 12 2006 8:00AM
IN BOOK	1310+M PAGE 565
FEES \$	14.00 COUNTY CLERK
SUBLETTE COUNTY, PINELAKE, WYOMING	

by Cynthia J. Friel

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

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

By _____
(Authorized Officer)

(Title)

(Date)

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District 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 (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.
but effective as of January 1, 2005

Executed this 28th day of Nov, 2005

Name of Transferor TRUE OIL, LLC
Please type or print

Transferor

Attorney-in-fact [Signature]
C. F. Pickard (Signature)

895 West River Cross Road
(Transferor's Address)

Casper, Wyoming 82601
(City) (State) (Zip Code)

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.
but effective as of January 1, 2005

Executed this 2nd day of Nov, 2005

Name of Transferor WILLIAMS PRODUCTION RMT COMPANY
Please type or print

Transferor

Attorney-in-fact [Signature]
Joseph P. Barrett (Signature)

1515 Arapahoe Street, Tower 3, Suite 1000
(Transferor's Address)

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

Executed this 7th day of Dec, 2005

Transferee WOLD OIL PROPERTIES, INC.

By: Peter I. Wold
By: Peter I. Wold, President (Signature) [Signature]

Executed this 7th day of Dec, 2005

Transferee WOLD OIL PROPERTIES, INC.

By: Peter I. Wold
By: Peter I. Wold, President (Signature) [Signature]

BURDEN HOURS STATEMENT

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

Attached to and made a part of that certain Transfer of Operating Rights effective January 1, 2005, as to interests earned in the #14-33F Well by and between True Oil LLC and Williams Production RMT Company, Transferors, and Wold Oil Properties, Inc., as Transferee.

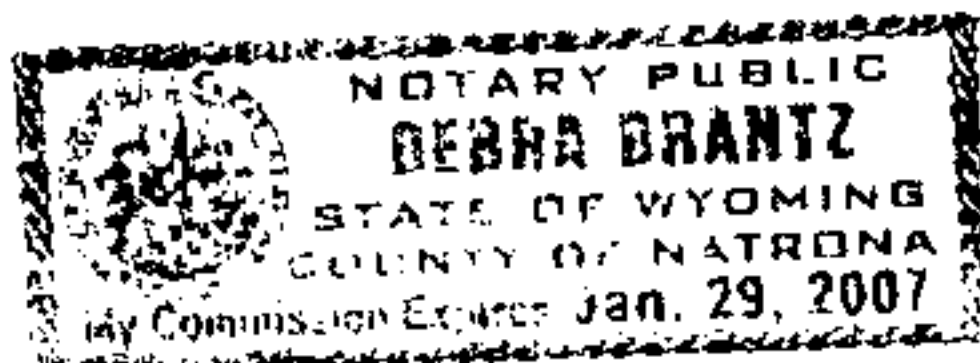
ACKNOWLEDGMENTS

STATE OF WYOMING)
) SS
COUNTY OF Natrona

The foregoing instrument was acknowledged before me this 7th day of Dec., 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



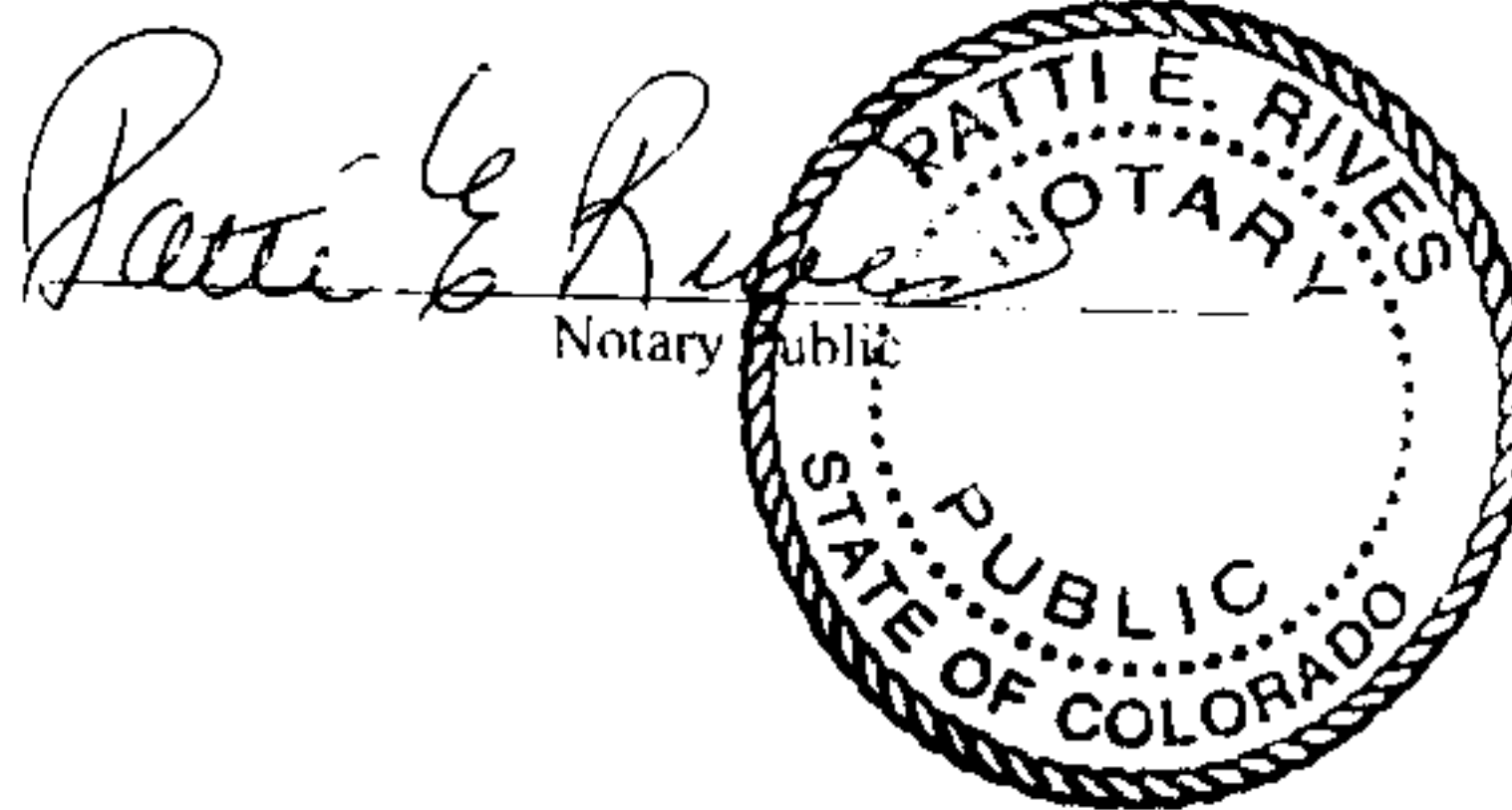
Debba Brantz
Notary Public

STATE OF COLORADO)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 2nd day of Nov., 2005, by Joseph P. Barrett, Attorney-in-Fact of Williams Production RMT Company, on behalf of said corporation.

Witness my hand and official seal.

My commission expires:
5/21/07



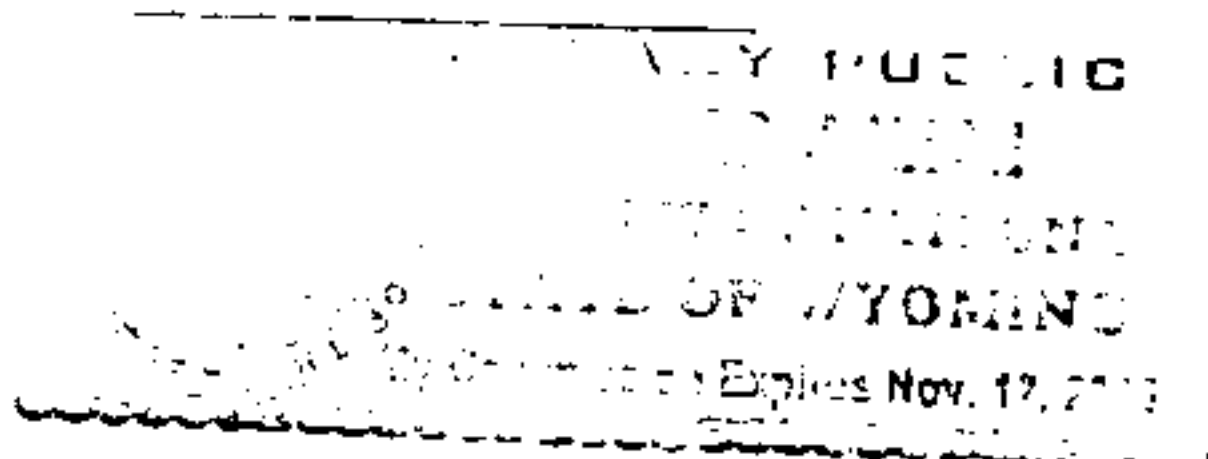
Patti E. Rives
Notary Public

STATE OF WYOMING)
) SS
COUNTY OF Natrona

The foregoing instrument was acknowledged before me this 28th day of Nov, 2005, by C. E. 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

Return to
Williams Production RMT
1515 Arapahoe St
Denver CO 80202

FORM 3000-3
(January 1996)UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENTFORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1995TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A
LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCESMineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.

WYW-36438

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* *HUNTINGTON T. WALKER and CAROL N. WALKER, as Joint Tenants with Right of Survivorship*
Street *2961 South Fillmore Way*
City, State, ZIP Code *Denver, CO 80210*

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

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

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

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

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	a	b	c	d	e
Township 30 North, Range 114 West, 6th P.M. Section 33: S/2SW/4, SE/4NW/4SW/4, S/2NE/4SW/4 containing 110.00 acres, more or less Sublette County, Wyoming					
TRUE OIL, LLC (Transferor)	7.905531%	0.451394%	7.454137%	None	Those of Record
WILLIAMS PRODUCTION RMT COMPANY (Transferor)	30.093382%	0.734924%	29.358458%	None	Those of Record
	Total Interest Conveyed 1.186318%			316385	
Limited in depth from one hundred (100) feet below the base of the Baxter sand to one hundred (100) 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-114W, Sublette County, WY					
Subject to that certain Farmout Agreement dated December 12, 2001, by and between Wold Oil Properties, Inc. and True Oil Company (as amended to include Williams Production RMT Company, as Farmee and Operator).					

RECORDED	Jan. 12	70 PM 8:10 AM
IN BOOK	131040	PAGE 568
FEES \$	14.00	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING		

by Cynthia J. Friel

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

By _____
(Authorized Officer)

(Title)

(Date)

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District 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 (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

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

but effective as of January 1, 2005

Executed this 28th day of Nov, 2005

Executed this _____ day of _____, 2005

Name of Transferor TRUE OIL, LLC
Please type or print

Transferee _____
Huntington T. Walker (Signature)

Transferor _____
(Signature)
Attorney-in-fact C. F. Pickard (Signature)
895 West River Cross Road
(Transferor's Address)
Casper, Wyoming 82601
(City) (State) (Zip Code)

Transferer _____
Carol N. Walker (Signature)

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.

but effective as of January 1, 2005

Executed this 2nd day of Nov, 2005

Executed this 5th day of December, 2005

Name of Transferor WILLIAMS PRODUCTION RMT COMPANY
Please type or print

Transferee _____
Huntington T. Walker (Signature)

Transferor _____
(Signature)
Attorney-in-fact Joseph P. Barrett (Signature)
1515 Arapahoe Street, Tower 3, Suite 1000
(Transferor's Address)
Denver, Colorado 80202
(City) (State) (Zip Code)

Transferer Carol N. Walker
Carol N. Walker (Signature)

BURDEN HOURS STATEMENT

The 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 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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 January 1, 2005, as to interests earned by the #14-33F Well, by and between Huntington T. Walker and Carol N. Walker, as Joint Tenants with Right of Survivorship, Transferee, and True Oil LLC and Williams Production RMT Company, Transferors.

ACKNOWLEDGMENTS

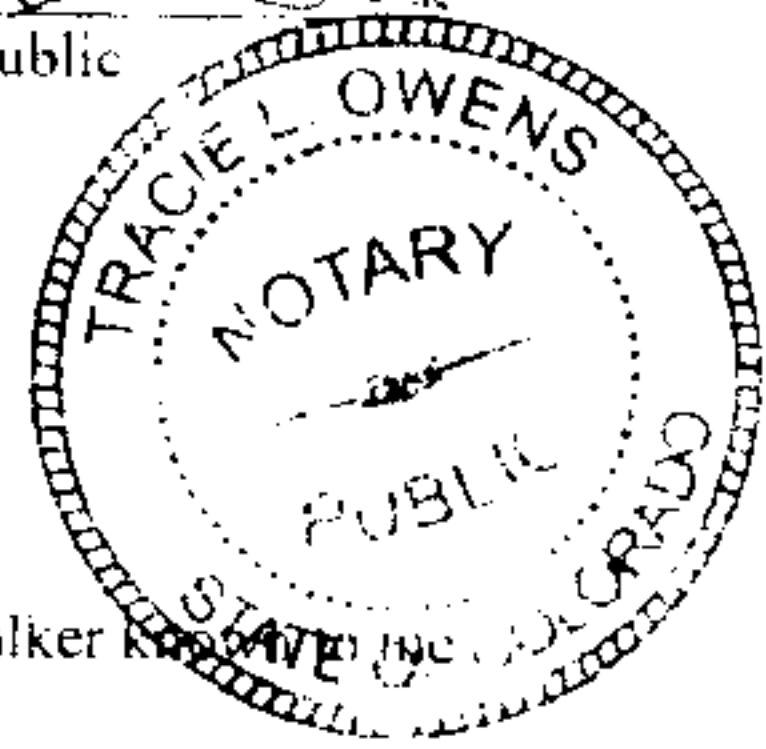
STATE OF COLORADO)
) SS
COUNTY OF Denver)

ON this 5th day of December, 2005, before me personally appeared Huntington T. Walker known to me and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires:
10/11/2009

Tracie L. Owens
Notary Public



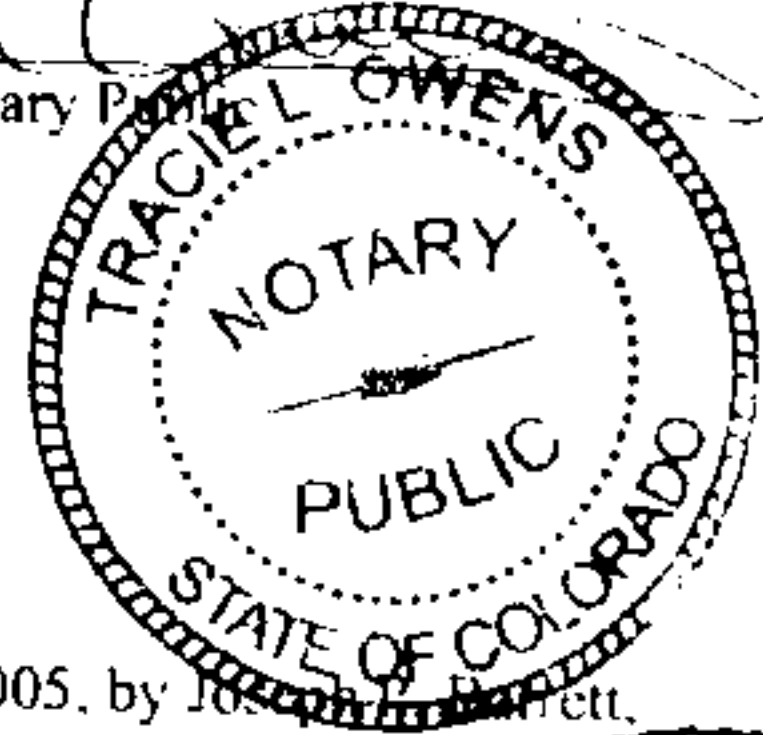
STATE OF COLORADO)
) SS
COUNTY OF Denver)

On this 5th day of December, 2005, before me personally appeared Carol N. Walker known to me and acknowledged to me that she executed the same.

Witness my hand and official seal.

My commission expires:
10/11/2009

Tracie L. Owens
Notary Public



STATE OF COLORADO)
) SS
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 2nd day of Nov, 2005, by Joseph 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

Pattie E. Rivers
Notary Public



STATE OF WYOMING)
) SS
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 28th day of Nov, 2005, by C. E. Pickard, Attorney-in-Fact of True Oil LLC, on behalf of said corporation.

Witness my hand and official seal.

My commission expires: Nov. 12, 2005
NOTARY PUBLIC
LINDA JULIAN
COUNTY OF NATRONA
STATE OF WYOMING
My Commission Expires Nov. 12, 2005

Linda Julian
Notary Public

Return to
Williams Production RMT
1515 Arapahoe St
Denver CO 80202

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.

WYW-38887

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* *HUNTINGTON T. WALKER and CAROL N. WALKER, as Joint Tenants with Right of Survivorship*
Street *2961 South Fillmore Way*
City, State, ZIP Code *Denver, CO 80210*

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

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

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

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

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. a	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	b	c	d	e	f
Township 30 North, Range 114 West, 6th P.M. Section 4: Lot 4 (NW/4NW/4) containing 21.05 acres, more or less Sublette County, Wyoming					
TRUE OIL, LLC (Transferor)	19.881379%	0.647746%	19.233633%	None	Those of Record
WILLIAMS PRODUCTION RMT COMPANY (Transferor)	68.119289%	1.054609%	67.064680%	None	Those of Record
	Total Interest Conveyed 1.702355%			316386	
Limited in depth from one hundred (100) feet below the base of the Baxter sand to one hundred (100) 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-114W, Sublette County, WY					
Subject to that certain Farmout Agreement dated December 12, 2001, by and between Wold Oil Properties, Inc. and True Oil Company (as amended to include Williams Production RMT Company, as Farmee and Operator).					

RECORDED Jan 12 2004 8:10 AM
IN BOOK 3104 PAGE 571
FEES \$ 14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Cynthia J. Friel

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

By _____
(Authorized Officer)

(Title)

(Date)

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

- 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.
- 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.
- 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.

but effective as of January 1, 2005

Executed this 28th day of Nov, 2005

Name of Transferor TRUE OIL, LLC
Please type or print

Transferor _____
(Signature)

Executed this _____ day of _____, 2005

Transferee _____
Huntington T. Walker (Signature)

Transferer _____
Carol N. Walker (Signature)

Attorney-in-fact [Signature]
C. F. Pickard (Signature)
895 West River Cross Road
(Transferor's Address)
Casper, Wyoming 82601
(City) (State) (Zip Code)

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.

but effective as of January 1, 2005

Executed this 2nd day of NOV, 2005

Name of Transferor WILLIAMS PRODUCTION RMT COMPANY
Please type or print

Transferor _____
(Signature)

Attorney-in-fact [Signature]
Joseph P. Barrett (Signature)
1515 Arapahoe Street, Tower 3, Suite 1000
(Transferor's Address)
Denver, Colorado 80202
(City) (State) (Zip Code)

Executed this 5th day of December, 2005

Transferee [Signature]
Huntington T. Walker (Signature)

Transferer [Signature]
Carol N. Walker (Signature)

BURDEN HOURS STATEMENT

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

Title 16 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 January 1, 2005, as to interests earned by the #14-33F Well, by and between Huntington T. Walker and Carol N. Walker, as Joint Tenants with Right of Survivorship, Transferee, and True Oil LLC and Williams Production RMT Company, Transferors.

ACKNOWLEDGMENTS

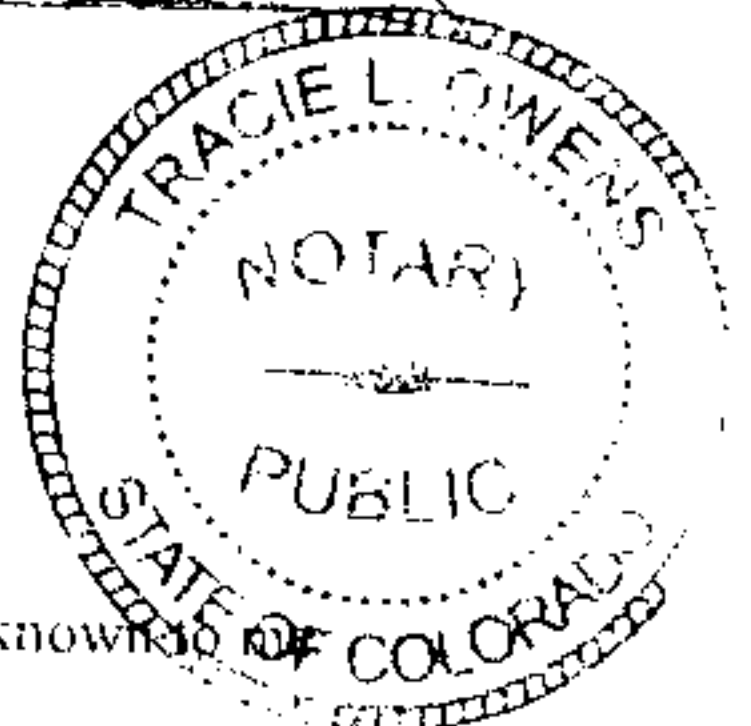
STATE OF COLORADO)
) SS
COUNTY OF Denver)

ON this 5th day of December, 2005, before me personally appeared Huntington T. Walker known to me and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires:
10/11/09

Tracie L. Owens
Notary Public



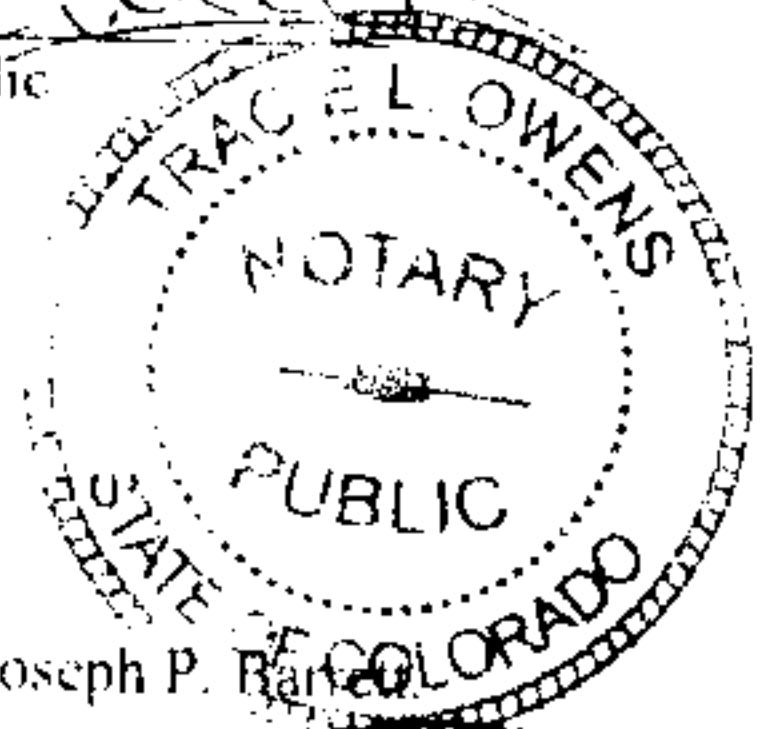
STATE OF COLORADO)
) SS
COUNTY OF Denver)

On this 5th day of December, 2005, before me personally appeared Carol N. Walker known to me and acknowledged to me that she executed the same.

Witness my hand and official seal.

My commission expires:
10/11/09

Tracie L. Owens
Notary Public



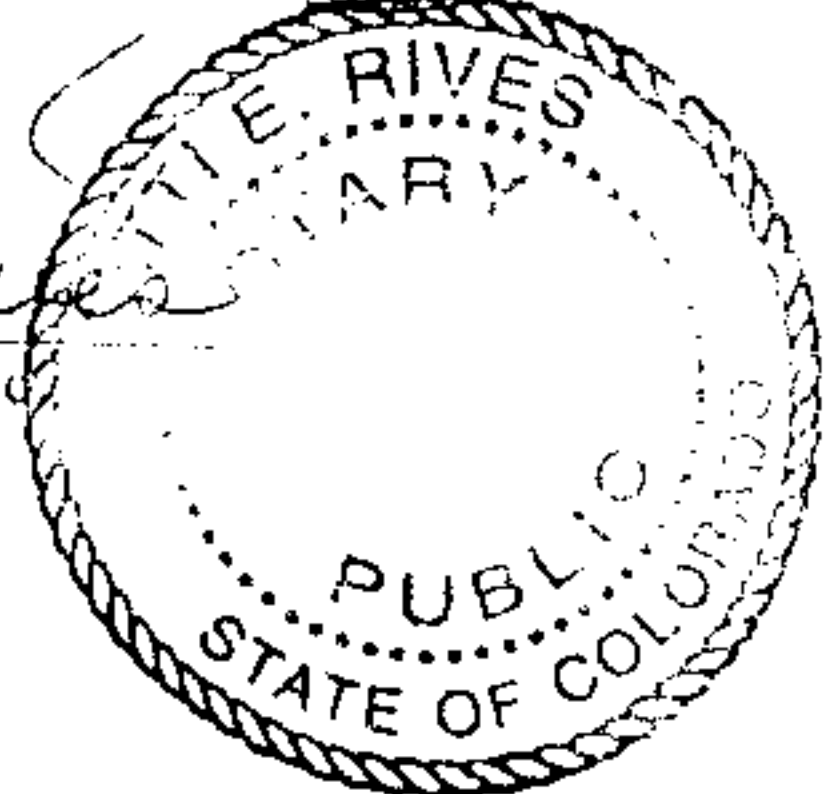
STATE OF COLORADO)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 2nd day of Nov., 2005, by Joseph P. Barco, 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

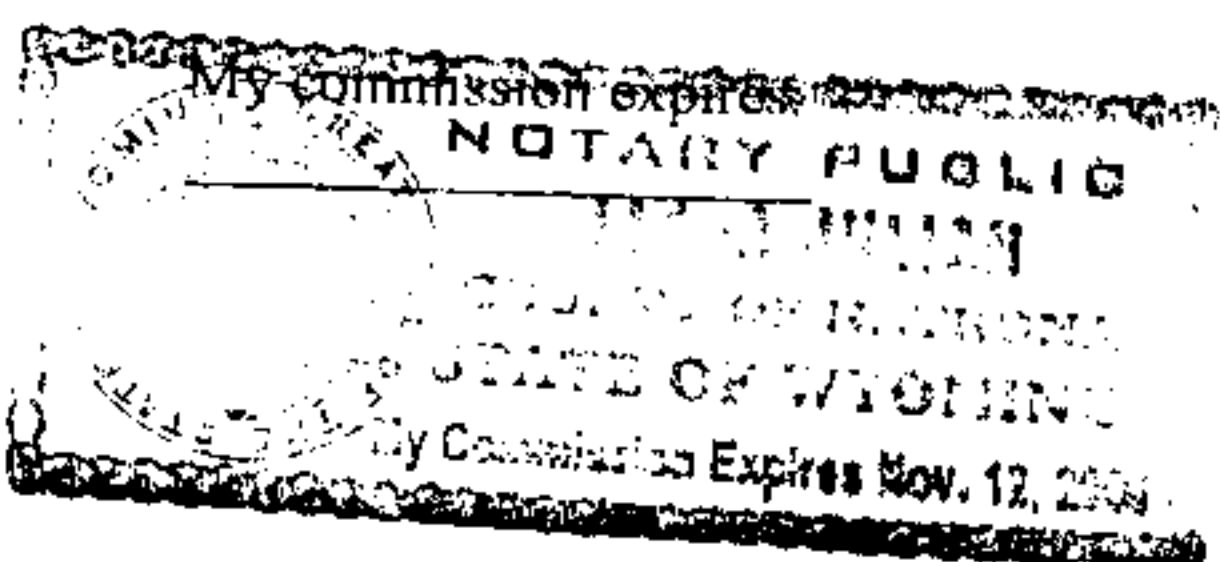
Patricia E. Reeves
Notary Public



STATE OF WYOMING)
) SS
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 28th day of Nov, 2005, by C. F. Pickard, Attorney-in-Fact of True Oil LLC, on behalf of said corporation.

Witness my hand and official seal.



Linda Jackson
Notary Public

Return to:
Williams Production RMT
1515 Arapahoe St
Denver CO 80202

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.

WYW-38887

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* *JPC, L.L.C.*
Street *777 Taylor Street*
City, State, ZIP Code *Fort Worth, TX 76102*

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

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

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

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

Land Description <small>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.</small>	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
<u>Township 29 North, Range 114 West, 6th P.M.</u> Section 4: Lot 4 (NW/4NW/4) containing 21.05 acres, more or less Sublette County, Wyoming					
TRUE OIL, LLC (Transferor)	17.692608%	0.513675%	17.178933%	None	Those of Record
WILLIAMS PRODUCTION RMT COMPANY (Transferor)	64.555705%	0.836325%	63.719380%	None	Those of Record
	Total Interest Conveyed 1.35%				
Limited in depth from one hundred (100) feet below the base of the Baxter sand to one hundred (100) 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-114W, Sublette County, WY					
Subject to that certain Farmout Agreement dated December 12, 2001, by and between Wold Oil Properties, Inc. and True Oil Company (as amended to include Williams Production RMT Company, as Farmee and Operator).					

316387

RECORDED	<i>Jan. 12 2006 8:10PM</i>
IN BOOK	<i>131 A+M</i> PAGE <i>574</i>
FEES \$	<i>17.00</i> COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING	

by Cynthia J. Friel

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

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

By _____
(Authorized Officer)

(Title)

(Date)

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District 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 (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.
but effective as of January 1, 2005

Executed this 28th day of Nov, 2005
Name of Transferor TRUE OIL, LLC
Please type or print

Transferor _____
(Signature)
Attorney-in-fact C. F. Pickard (Signature)
895 West River Cross Road
(Transferor's Address)
Casper, Wyoming 82601
(City) (State) (Zip Code)

Executed this 5 day of December, 2005

JPC, LLC
By: Jetta Operating Company, Inc.,
Manager
Transfer By: Richard L. Cornelius
Richard L. Cornelius, Vice-President

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.
but effective as of January 1, 2005

Executed this 2nd day of Nov, 2005
Name of Transferor WILLIAMS PRODUCTION RMT COMPANY
Please type or print

Transferor _____
(Signature)
Attorney-in-fact Joseph P. Barrett (Signature)
1515 Arapahoe Street, Tower 3, Suite 1000
(Transferor's Address)
Denver, Colorado 80202
(City) (State) (Zip Code)

Executed this 5 day of December, 2005

JPC, LLC
By: Jetta Operating Company, Inc.,
Manager
Transfer By: Richard L. Cornelius
Richard L. Cornelius, Vice-President

BURDEN HOURS STATEMENT

The 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 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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 January 1, 2005, from True Oil LLC and Williams Production RMT Company, Transferors, to JPC, L.L.C., Transferee.

ACKNOWLEDGMENTS

STATE OF TEXAS)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by Richard L. Cornelius, Vice President of IPC, L.L.C., an Oklahoma Limited Liability Company, on behalf of said corporation.

Witness my hand and official seal.

My commission expires: _____

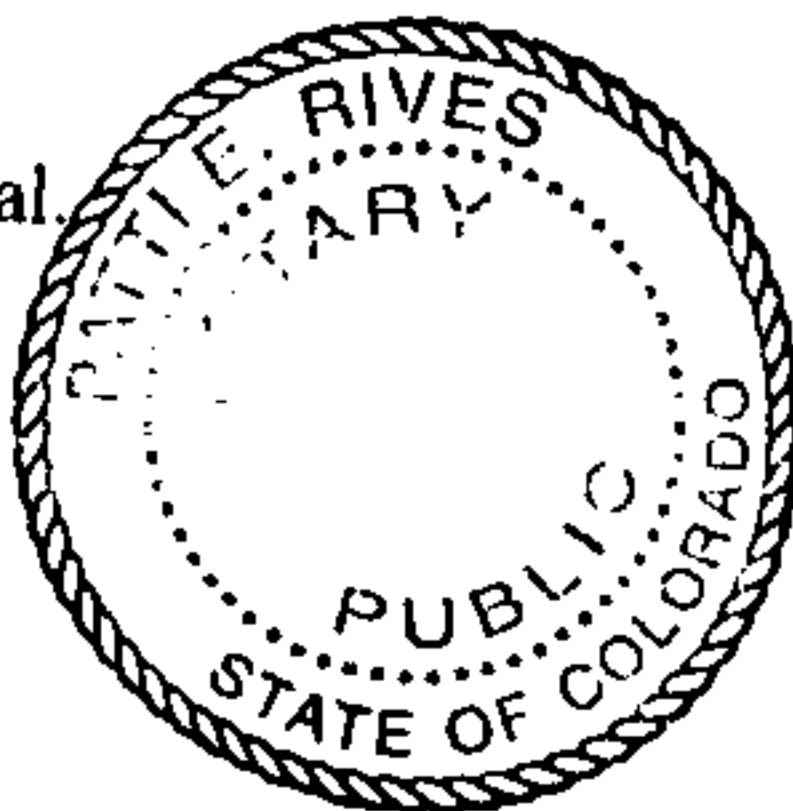
Notary Public

STATE OF COLORADO)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this 2nd day of Nov., 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



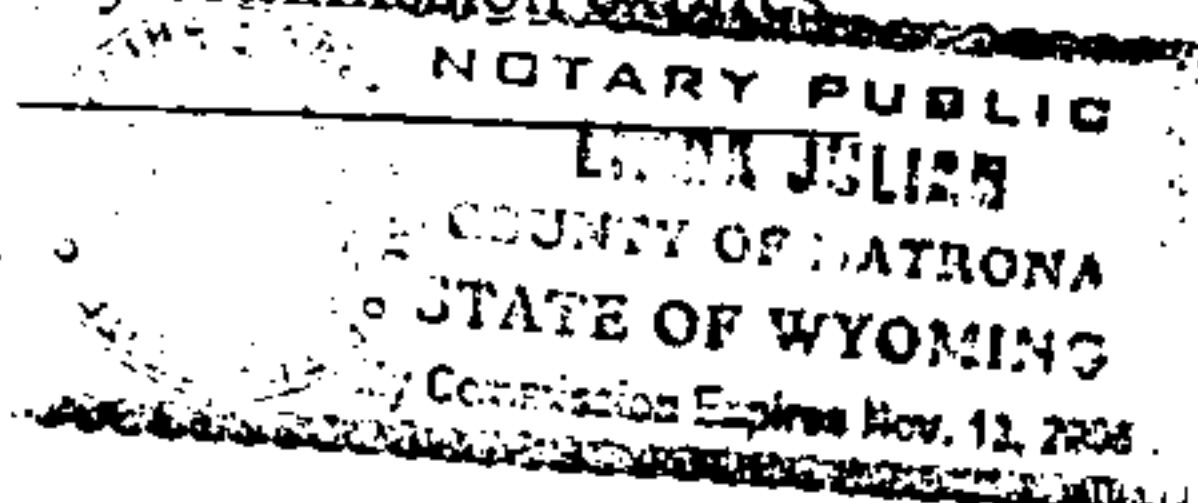
Katie E. Rives
Notary Public

STATE OF WYOMING)
) ss
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 28th day of Nov., 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

ACKNOWLEDGMENT

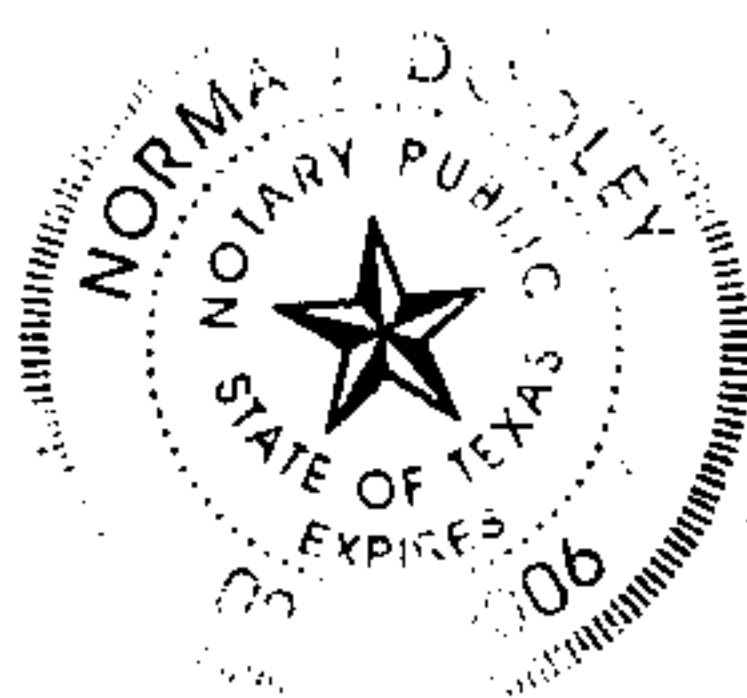
STATE OF TEXAS §

COUNTY OF TARRANT §

Personally appeared before me, the undersigned authority in and for the State of Texas, within my jurisdiction, the within named Richard L. Cornelius, who acknowledged that he is the duly authorized Vice-President of Jetta Operating Company, Inc., an Oklahoma corporation, and who acknowledged that in its capacity as manager for JPC, LLC, and as its act and deed, executed the above and foregoing instrument, after first having been duly authorized by said Corporation so to do.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of December, 2005.

323-06
My Commission Expires:



Norman J. Dooley
Notary Public, State of Texas
Norman J. Dooley
Printed Name:

FORM 3000-1
(January 1996)UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENTFORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A
LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCESMineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.

WYW-38887

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* **WOLD OIL PROPERTIES, INC.**
Street **139 West Second Street, Suite 200**
City, State, ZIP Code **Casper, Wyoming 82601***If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.This transfer is for: (Check one) ☒ Oil and Gas Lease, or ☐ Geothermal LeaseInterest conveyed: (Check one or both, as appropriate) ☒ Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

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

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interest	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 114 West, 6th P.M. Section 4: Lot 4 (NW/4NW/4) containing 21.05 acres, more or less Sublette County, Wyoming					
TRUE OIL, LLC (Transferor)	22.543708%	2.662329%	19.881379%	None	Those of Record
WILLIAMS PRODUCTION RMT COMPANY (Transferor)	72.453882%	4.334593%	68.119289%	None	Those of Record
	Total Interest Conveyed 6.996922%				
Limited in depth from one hundred (100) feet below the base of the Baxter sand to one hundred (100) 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-114W, Sublette County, WY					
Subject to that certain Farmout Agreement dated December 12, 2001, by and between Wold Oil Properties, Inc. and True Oil Company (as amended to include Williams Production RMT Company, as Farmee and Operator).					

316388

RECORDED Jan. 12 2006 8:15AM
IN BOOK 131 0+6 **PAGE** 578
FEES 14.00 **COUNTY CLERK**
SUBLETTE COUNTY, PINEDALE, WYOMING
by Cynthia J. Friel

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

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

By _____

(Authorized Officer)

(Title)

(Date)

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District 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 (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith, but effective as of January 1, 2005

Executed this 28th day of June, 2005

Executed this 7th day of Dec, 2005

Name of Transferor TRUE OIL, LLC
Please type or print

WOLD OIL PROPERTIES, INC.

Transferor _____

Transferee Peter I. Wold
By: Peter I. Wold, President (Signature) Peter I. Wold

Attorney-in-fact C. F. Pickard (Signature)
C. F. Pickard (Signature)

895 West River Cross Road
(Transferor's Address)

Casper, Wyoming 82601
(City) (State) (Zip Code)

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, but effective as of January 1, 2005

Executed this 2nd day of Nov., 2005

Executed this 7th day of Dec, 2005

Name of Transferor WILLIAMS PRODUCTION RMT COMPANY
Please type or print

WOLD OIL PROPERTIES, INC.

Transferor _____

Transferee Peter I. Wold
By: Peter I. Wold, President (Signature) Peter I. Wold

Attorney-in-fact Joseph P. Barrett (Signature)
Joseph P. Barrett (Signature)

1515 Arapahoe Street, Tower 3, Suite 1000
(Transferor's Address)

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

BURDEN HOURS STATEMENT

The 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 80225-0047 and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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 January 1, 2005, as to interests earned in the #14-33F Well by and between True Oil LLC and Williams Production RMT Company, Transferors, and Wold Oil Properties, Inc., as Transferee.

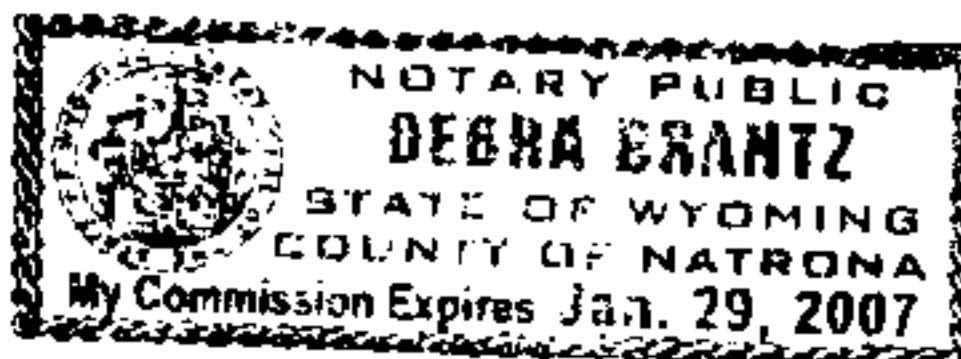
ACKNOWLEDGMENTS

STATE OF WYOMING)
) SS
COUNTY OF Natrona

The foregoing instrument was acknowledged before me this 7th day of Dec, 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

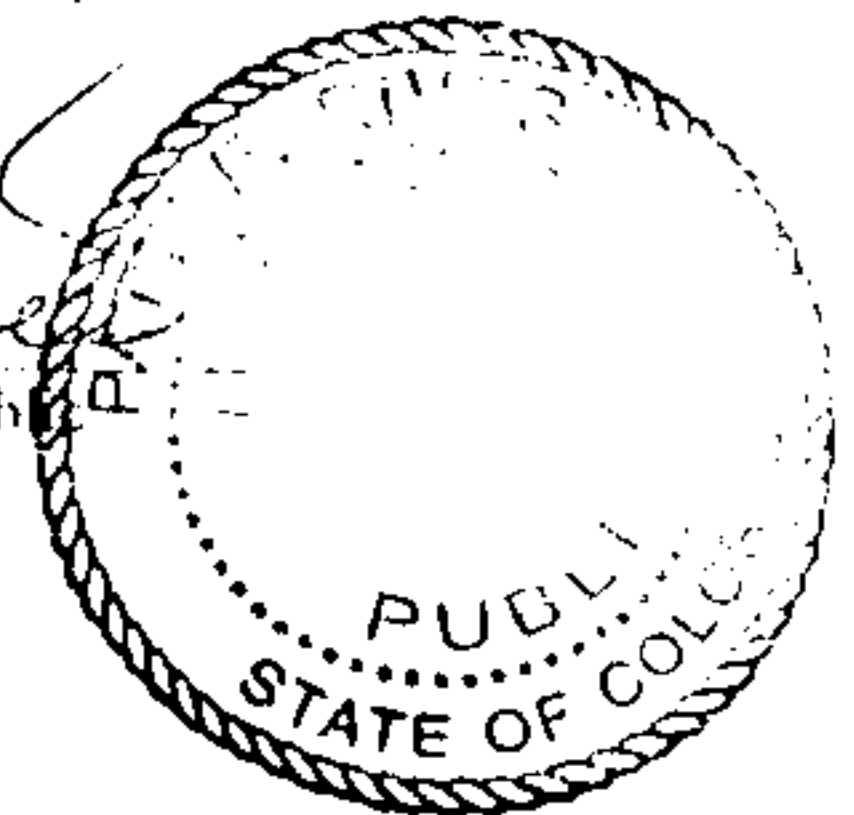
STATE OF COLORADO)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 2nd day of Nov, 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. Ruediger
Notary Public

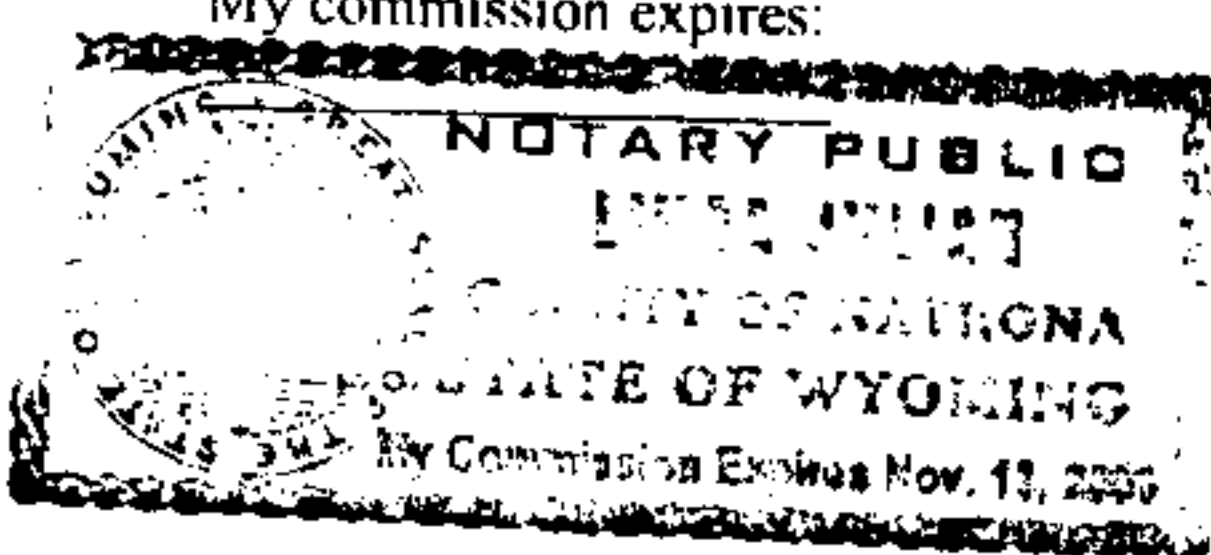


STATE OF WYOMING)
) SS
COUNTY OF Natrona

The foregoing instrument was acknowledged before me this 28th day of Nov, 2005, by C. E. Pickard, Attorney-in-Fact of True Oil LLC, on behalf of said corporation.

Witness my hand and official seal.

My commission expires:



Linda Jackson
Notary Public

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.

WYW-38887

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* **PROVIDENCE ENERGY CORPORATION**
Street **14860 Montfront Drive, Suite 209**
City, State, ZIP Code **Dallas, tx 75254**

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

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

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

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

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	b	c	d	e	f
<u>Township 29 North, Range 114 West, 6th P.M.</u> Section 4: Lot 4 (NW/4NW/4) containing 21.05 acres, more or less Sublette County, Wyoming					
TRUE OIL, LLC (Transferor)	18.377508%	0.684900%	17.692608%	None	Those of Record
WILLIAMS PRODUCTION RMT COMPANY (Transferor)	65.670805%	1.115100%	64.555705%	None	Those of Record
	Total Interest Conveyed 1.80%				
Limited in depth from one hundred (100) feet below the base of the Baxter sand to one hundred (100) 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-114W, Sublette County, WY					
Subject to that certain Farmout Agreement dated December 12, 2001, by and between Wold Oil Properties, Inc. and True Oil Company (as amended to include Williams Production RMT Company, as Farmee and Operator).					

316389

RECORDED	Jan 12	20 06 8:15 A.M.
IN BOOK	1310xM	PAGE 581
FEES \$	14.00	COUNTY CLERK
SUBLETTE COUNTY, BINEDALE, WYOMING		

by Cynthia G. Friel

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

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

☐ Transfer approved effective

By _____
(Authorized Officer)

(Title)

(Date)

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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 lands separately in 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.

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

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

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith, but effective as of January 1, 2005

Executed this 20th day of Nov, 2005

Name of Transferor TRUE OIL, LLC
Please type or print

Transferor _____
(Signature)

Attorney-in-fact C. F. Pickard (Signature)
895 West River Cross Road

(Transferor's Address)

Casper, Wyoming 82601
(City) (State) (Zip Code)

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, but effective as of January 1, 2005

Executed this 2nd day of Nov, 2005

Name of Transferor WILLIAMS PRODUCTION RMT COMPANY
Please type or print

Transferor _____
(Signature)

Attorney-in-fact Joseph P. Barrett (Signature)
1515 Arapahoe Street, Tower 3, Suite 1000

(Transferor's Address)

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

Executed this 6th day of December, 2005

PROVIDENCE ENERGY CORPORATION

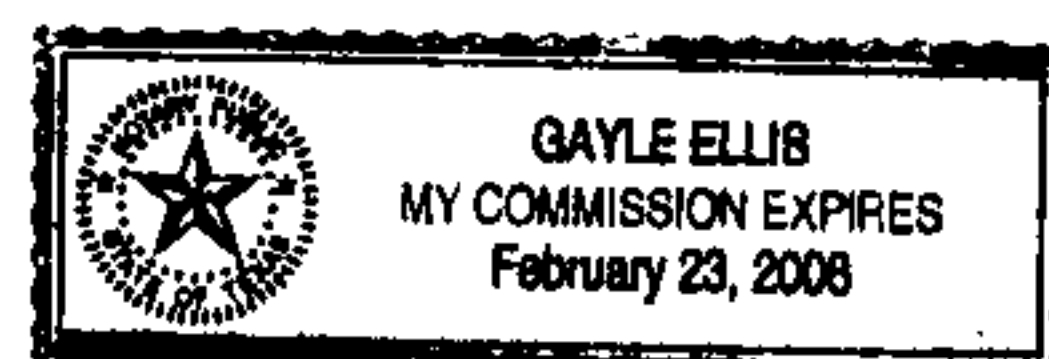
Transferee Michael Allen
By: Michael Allen, President (Signature)



Executed this 6th day of December, 2005

PROVIDENCE ENERGY CORPORATION

Transferee Michael Allen
By: Michael Allen, President (Signature)



BURDEN HOURS STATEMENT

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

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 January 1, 2005, from True Oil LLC and Williams Production RMT Company, Transferors, to Providence Energy Corporation, Transferee.

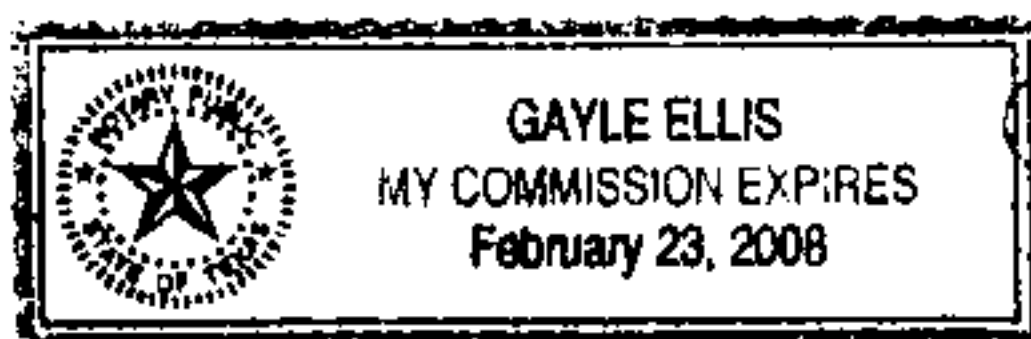
ACKNOWLEDGMENTS

STATE OF TEXAS)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this 6th day of December 2005, by Michael Allen, President of Providence Energy Corporation, a Texas corporation, on behalf of said corporation.

Witness my hand and official seal.

My commission expires:
2-23-2008



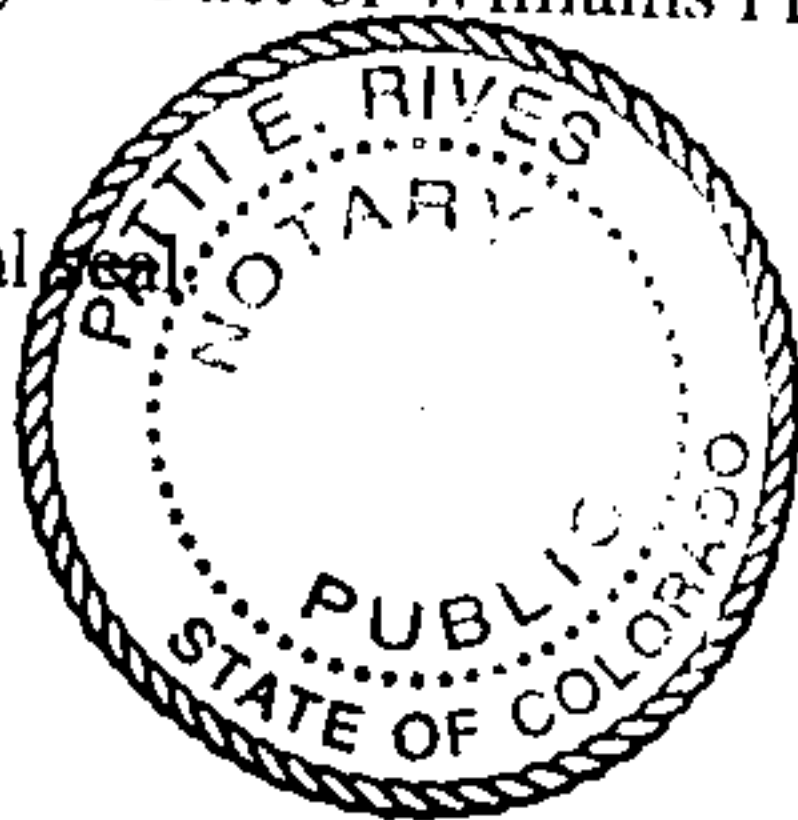
Gayle Ellis
Notary Public

STATE OF COLORADO)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this 2nd day of Nov. 2005, by Joseph P. Barrett, Attorney-in-Fact of Williams Production RMT Company, on behalf of said corporation.

Witness my hand and official seal.

My commission expires:
5/21/07

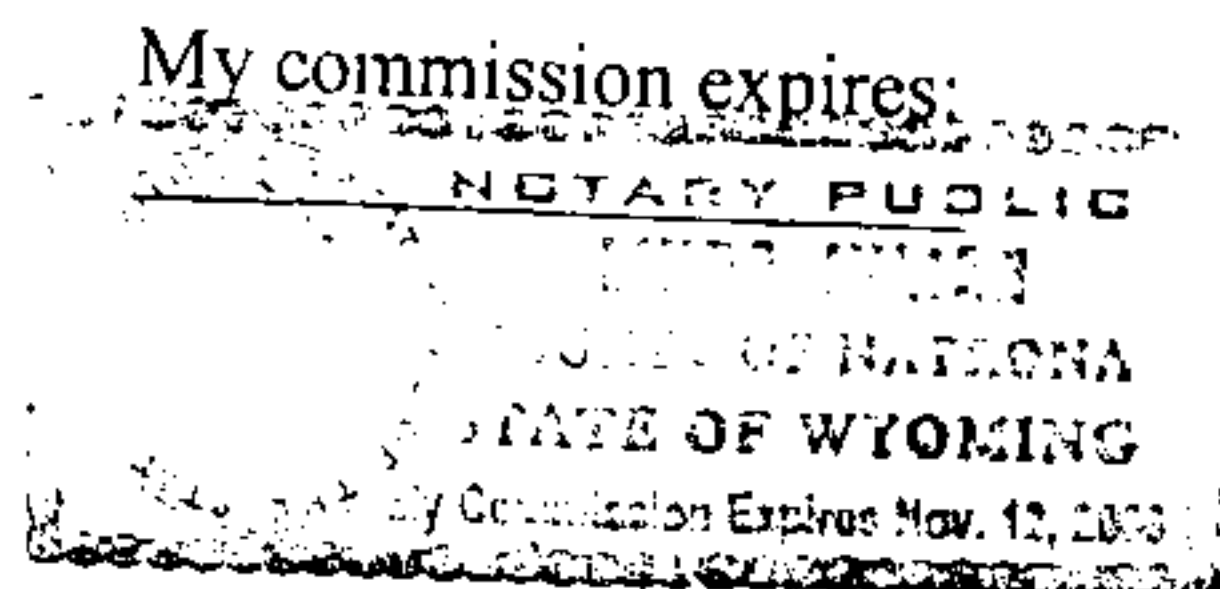


Patti E. Rives
Notary Public

STATE OF WYOMING)
) ss
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 28th day of Nov 2005, by C. F. Pickard, Attorney-in-Fact of True Oil LLC, on behalf of said corporation.

Witness my hand and official seal.



Linda Julian
Notary Public

Return to
Williams Production RMT
1515 Arapahoe St.
Denver CO 80202

FORM 3000-3
(January 1996)UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENTFORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A
LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCESMineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.

WYW-38887

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* *JETTA PRODUCTION COMPANY, Inc.*
Street *777 Taylor Street*
City, State, ZIP Code *Fort Worth, TX 76102**If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.This transfer is for: (Check one) ☒ Oil and Gas Lease, or ☐ Geothermal LeaseInterest conveyed: (Check one or both, as appropriate) ☒ Operating Rights (sublease) ☐ Overriding Royalty, payment out of production or other similar interests or payments

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

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	a	b	c	d	e
Township 29 North, Range 114 West, 6th P.M. Section 4: Lot 4 (NW/4NW/4) containing 21.05 acres, more or less Sublette County, Wyoming					
TRUE OIL, LLC (Transferor)	19.233633%	0.856125%	18.377508%	None	None of Record
WILLIAMS PRODUCTION RMT COMPANY (Transferor)	67.064680%	1.393875%	65.670805%	None	None of Record
	Total Interest Conveyed 2.25%				
Limited in depth from one hundred (100) feet below the base of the Baxter sand to one hundred (100) 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-114W, Sublette County, WY					
Subject to that certain Farmout Agreement dated December 12, 2001, by and between Wold Oil Properties, Inc. and True Oil Company (as amended to include Williams Production RMT Company, as Farmee and Operator).					

316390

RECORDED	Jan 12 2006 8:20 AM
IN BOOK	1310 + 15 PAGE 584
FEES	17.00 COUNTY CLERK
SUBLETTE COUNTY, PINEBLAKE, WYOMING	

by Cynthia J. Free

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

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____By _____
(Authorized Officer)

(Title)

(Date)

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.
but effective as of January 1, 2005

Executed this 28th day of Nov, 2005

Executed this 5 day of December, 2005

Name of Transferor TRUE OIL, LLC
Please type or print

JETTA PRODUCTION COMPANY, INC.

Transferor _____
(Signature)
Attorney-in-fact C. F. Pickard (Signature)
895 West River Cross Road
(Transferor's Address)
Casper, Wyoming 82601
(City) (State) (Zip Code)

Transferee By: Richard L. Cornelius
Richard L. Cornelius, Vice-President

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.
but effective as of January 1, 2005

Executed this 2nd day of Nov, 2005

Executed this 5 day of December, 2005

Name of Transferor WILLIAMS PRODUCTION RMT COMPANY
Please type or print

JETTA PRODUCTION COMPANY, INC.

Transferor _____
(Signature)
Attorney-in-fact Joseph P. Barrett (Signature)
1515 Arapahoe Street, Tower 3, Suite 1000
(Transferor's Address)
Denver, Colorado 80202
(City) (State) (Zip Code)

Transferee By: Richard L. Cornelius
Richard L. Cornelius, Vice-President

BURDEN HOURS STATEMENT

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

Attached to and made a part of that certain Transfer of Operating Rights effective January 1, 2005, from True Oil LLC and Williams Production RMT Company, Transferors, to Jetta Production Company, Inc., Transferee.

ACKNOWLEDGMENTS

STATE OF TEXAS)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by Gregory A. Bird, President of Jetta Production Company, Inc., an Oklahoma corporation, on behalf of said corporation.

Witness my hand and official seal.

My commission expires: _____

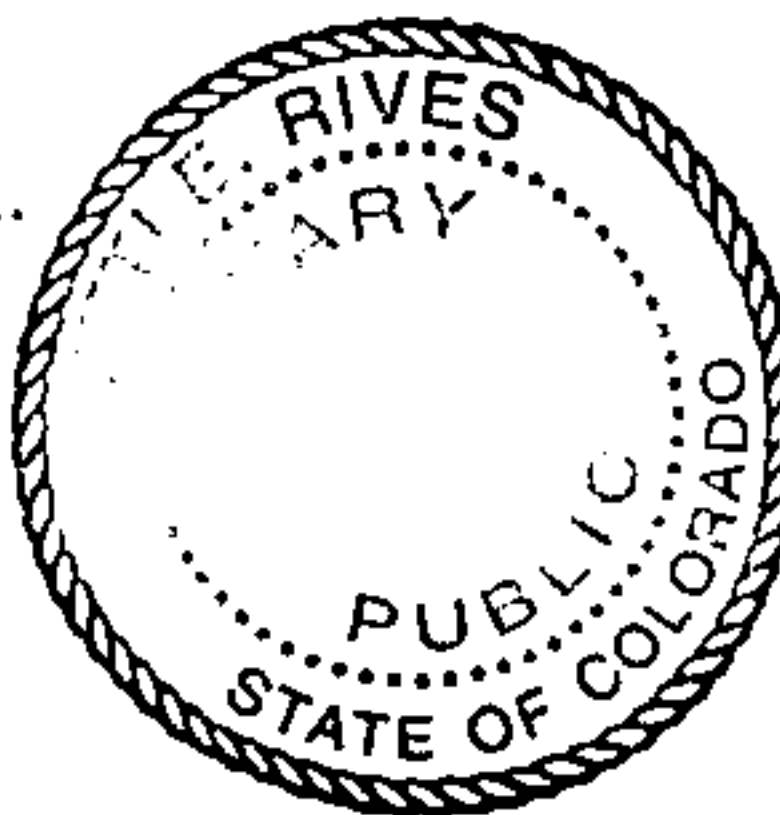
Notary Public

STATE OF COLORADO)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this 2nd day of Nov., 2005, by Joseph P. Barrett, Attorney-in-Fact of Williams Production RMT Company, on behalf of said corporation.

Witness my hand and official seal.

My commission expires: 5/21/07

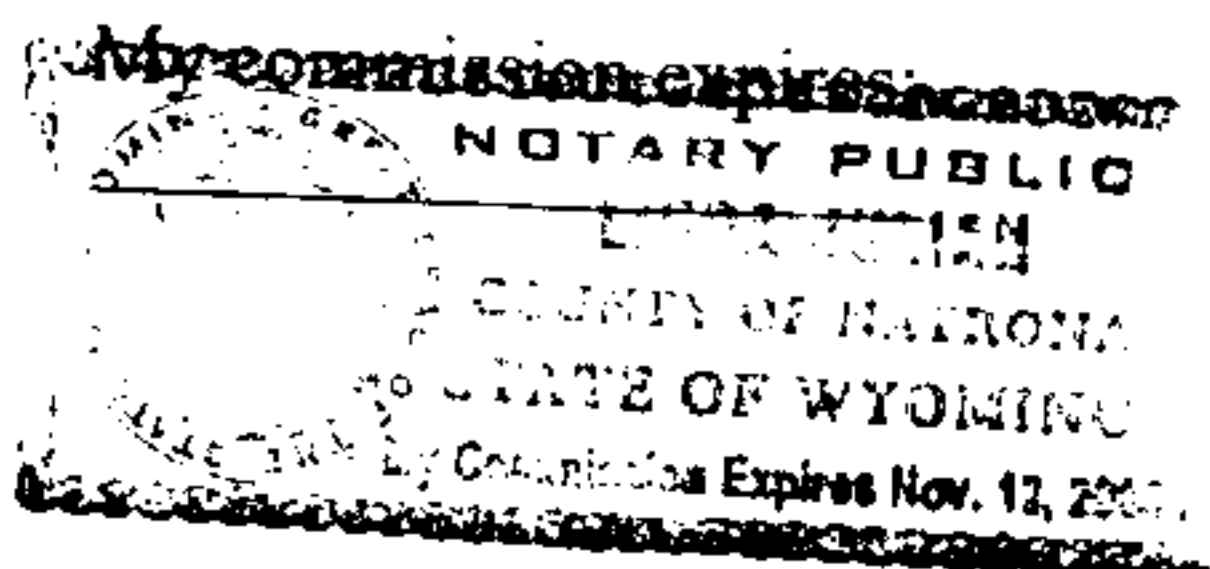


Patti E. Rives
Notary Public

STATE OF WYOMING)
) ss
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 28th day of Nov., 2005, by C. F. Pickard, Attorney-in-Fact of True Oil LLC, on behalf of said corporation.

Witness my hand and official seal.



Linda Johnson
Notary Public

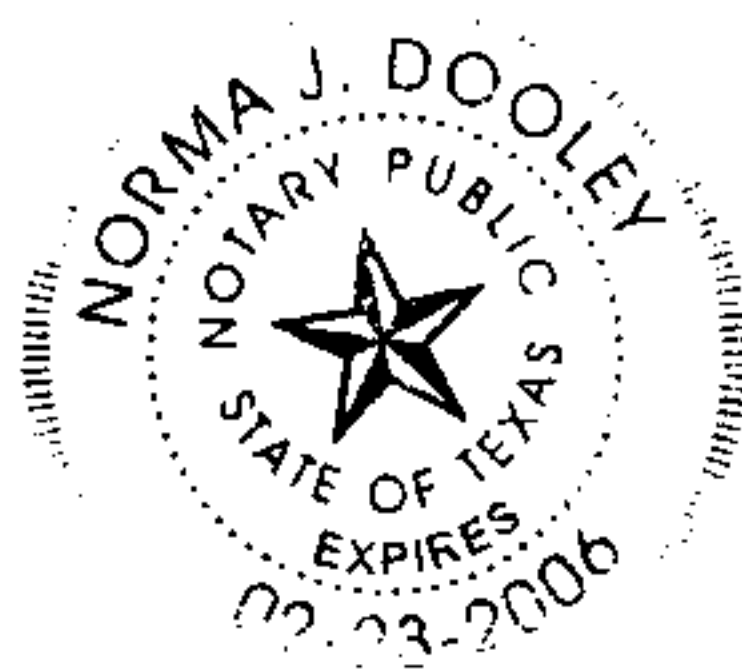
ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF TARRANT §

Personally appeared before me, the undersigned authority in and for the State of Texas, within my jurisdiction, the within named Richard L. Cornelius, who acknowledged that he is the duly authorized Vice-President of Jetta Production Company, Inc., an Oklahoma corporation, and who acknowledged that in its capacity as such agent for the Corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said Corporation so to do.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of December, 2005.

223-06
My Commission Expires:



Norma J. Dooley
Notary Public, State of Texas
Norma J. Dooley
Printed Name:

Return to:
Williams Production R.M.
1515 Arapahoe St
Denver CO 80202

FORM 3000-3
(January 1996)UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENTFORM APPROVED
OMB NO. 1004-0034
Expires: September 30, 1998**TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A
LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES**Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.

WYW-38887

Type or print plainly in ink and sign in ink.

PART A: TRANSFER1. Transferee (Sublessee)* *GPM, Inc.*
Street *14860 Montfront Drive, Suite 209*
City, State, ZIP Code *Dallas, 75254**If more than one transferee, check here ☐ and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.This transfer is for: (Check one) ☒ Oil and Gas Lease, or ☐ Geothermal LeaseInterest conveyed: (Check one or both, as appropriate) ☒ Operating Rights (sublease) ☐ Overriding Royalty, payment out of production, or other similar interests or payments

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

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	h	c	d	e	f
Township 29 North, Range 114 West, 6th P.M. Section 4: Lot 4 (NW/4NW/4) containing 21.05 acres, more or less Sublette County, Wyoming					
TRUE OIL, LLC (Transferor)	17.178933%	1.369800%	15.809133%	None	Those of Record
WILLIAMS PRODUCTION RMT COMPANY (Transferor)	63.719380%	2.230200%	61.489180%	None	Those of Record
	Total Interest Conveyed 3.60%			316391	
Limited in depth from one hundred (100) feet below the base of the Baxter sand to one hundred (100) 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-114W, Sublette County, WY					
Subject to that certain Farmout Agreement dated December 12, 2001, by and between Wold Oil Properties, Inc. and True Oil Company (as amended to include Williams Production RMT Company, as Farmee and Operator).					

RECORDED	<i>Jan. 12</i>	<i>2006 8:20AM</i>
IN BOOK	<i>1310 + 1</i>	PAGE <i>588</i>
FEES \$	<i>14.00</i>	COUNTY CLERK
SUBLETTE COUNTY, BINEDALE, WYOMING		

*by Cynthia J. Friel***FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE**

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____By _____
(Authorized Officer)

(Title)

(Date)

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

but effective as of January 1, 2005

Executed this 28th day of Nov, 2005

Name of Transferor TRUE OIL, LLC
Please type or print

Transferor

Attorney-in-fact C. F. Pickard (Signature)
895 West River Cross Road
(Transferor's Address)
Casper, Wyoming 82601
(City) (State) (Zip Code)

Executed this 14th day of Dec, 2005

GPM, Inc.

Transferee Milton D. McKenzie
By: Milton D. McKenzie, President (Signature)

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.

but effective as of January 1, 2005

Executed this 2nd day of Nov, 2005

Name of Transferor WILLIAMS PRODUCTION RMT COMPANY
Please type or print

Transferor

Attorney-in-fact Joseph P. Barrett (Signature)
1515 Arapahoe Street, Tower 3, Suite 1000
(Transferor's Address)
Denver, Colorado 80202
(City) (State) (Zip Code)

Executed this 14th day of Dec, 2005

GPM, Inc.

Transferee Milton D. McKenzie
By: Milton D. McKenzie, President (Signature)

BURDEN HOURS STATEMENT

The 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 80225-0047 and the Office of Management and Information, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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 January 1, 2005, from True Oil LLC and Williams Production RMT Company, Transferors, to GPM, INC. Transferee.

ACKNOWLEDGMENTS

STATE OF TEXAS)
) ss
COUNTY OF Dallas)



The foregoing instrument was acknowledged before me this 14th day of December, 2005, by Milton D. McKenzie, President of GPM, INC., an Oklahoma corporation, on behalf of said corporation.

Witness my hand and official seal.

My commission expires:
2-15-06

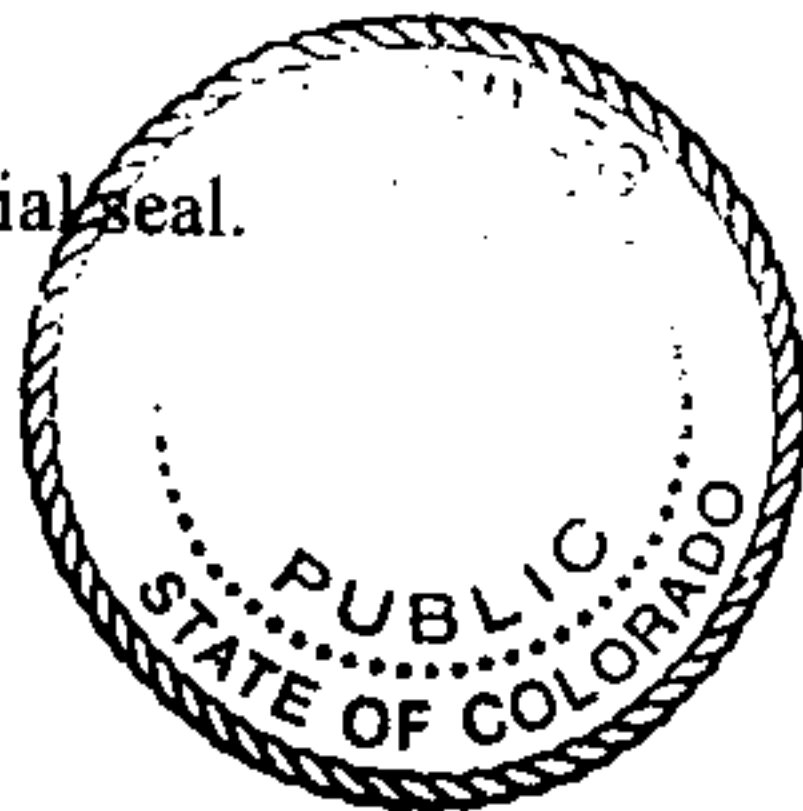
Merilee Baird
Notary Public

STATE OF COLORADO)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this 2nd day of Nov., 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



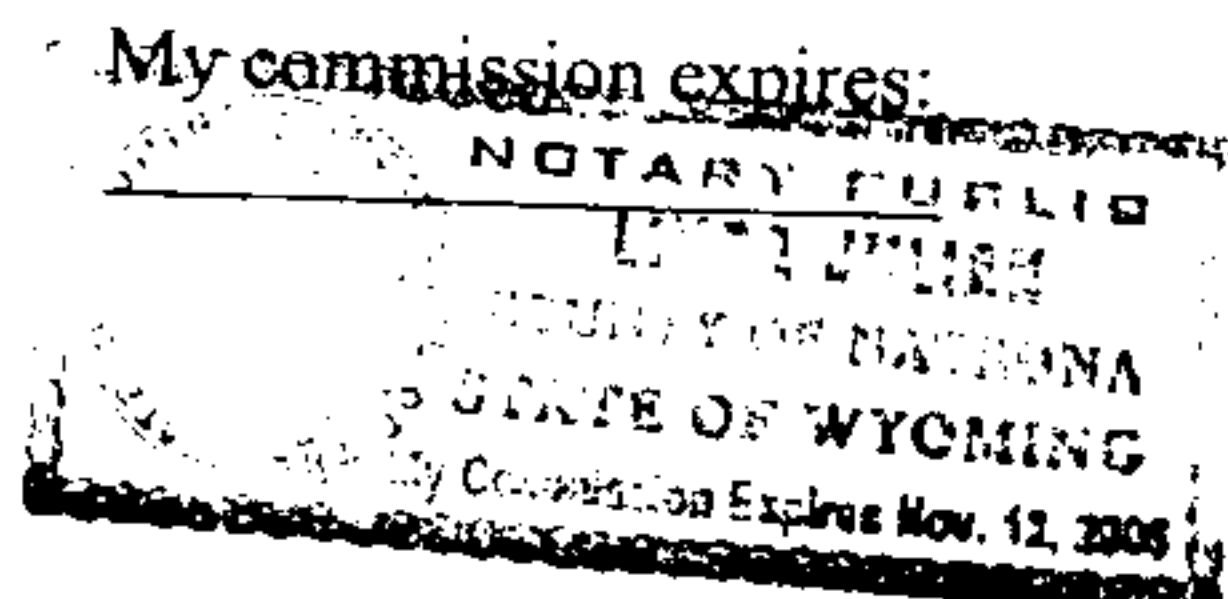
Patsy E. Reese
Notary Public

STATE OF WYOMING)
) ss
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 28th day of Nov., 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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.

WYW-49633

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* **HUNTINGTON T. WALKER and CAROL N. WALKER, as Joint Tenants with Right of Survivor**
Street **2961 South Fillmore Way**
City, State, ZIP Code **Denver, CO 80210**

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

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

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

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

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	b	c	d	e	f
<u>Township 29 North, Range 114 West, 6th P.M.</u> Section 4: Lot 3 (NE/4NW/4) containing 21.15 acres, more or less Sublette County, Wyoming					
TRUE OIL, LLC (Transferor)	27.586250%	2.283000%	25.303250%	None	Those of Record
WILLIAMS PRODUCTION RMT COMPANY (Transferor)	44.913750%	3.717000%	41.196750%	None	Those of Record
	Total Interest Conveyed 6.00%				
Limited in depth from one hundred (100) feet below the base of the Baxter sand to one hundred (100) 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-114W, Sublette County, WY					
Subject to that certain Farmout Agreement dated December 12, 2001, by and between Wold Oil Properties, Inc. and True Oil Company (as amended to include Williams Production RMT Company, as Farmee and Operator).					

316392

RECORDED	Jan 12 2006 8:20 AM
IN BOOK	1310 + 15 PAGE 591
FEES \$	14.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING	

By Cynthia J. Frisell

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

By _____
(Authorized Officer)

(Title)

(Date)

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

but effective as of January 1, 2005

Executed this 26 day of NOV, 2005

Executed this _____ day of _____, 2005

Name of Transferor TRUE OIL, LLC

Please type or print

Transferor

(Signature)

Transferee

Huntington T. Walker (Signature)

Attorney-in-fact

C. F. Pickard (Signature)

Transferer

Carol N. Walker (Signature)

895 West River Cross Road

(Transferor's Address)

Casper,
(City)

Wyoming
(State)

82601
(Zip Code)

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.

but effective as of January 1, 2005

Executed this 2nd day of NOV, 2005

Executed this 5th day of December, 2005

Name of Transferor WILLIAMS PRODUCTION RMT COMPANY

Please type or print

Transferor

(Signature)

Transferee

Huntington T. Walker (Signature)

Attorney-in-fact

Joseph P. Barrett (Signature)

Transferer

Carol N. Walker (Signature)

1515 Arapahoe Street, Tower 3, Suite 1000

(Transferor's Address)

Denver,
(City)

Colorado
(State)

80202
(Zip Code)

BURDEN HOURS STATEMENT

The reporting burden for this form is estimated to average 30 minutes per response, including the time of reviewing instructions, gathering and maintaining data, and preparing 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 80225-0047 and the Office of Management and Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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 January 1, 2005, as to interests earned by the #14-33F Well, by and between Huntington T. Walker and Carol N. Walker, as Joint Tenants with Right of Survivorship, Transferee, and True Oil LLC and Williams Production RMT Company, Transferors.

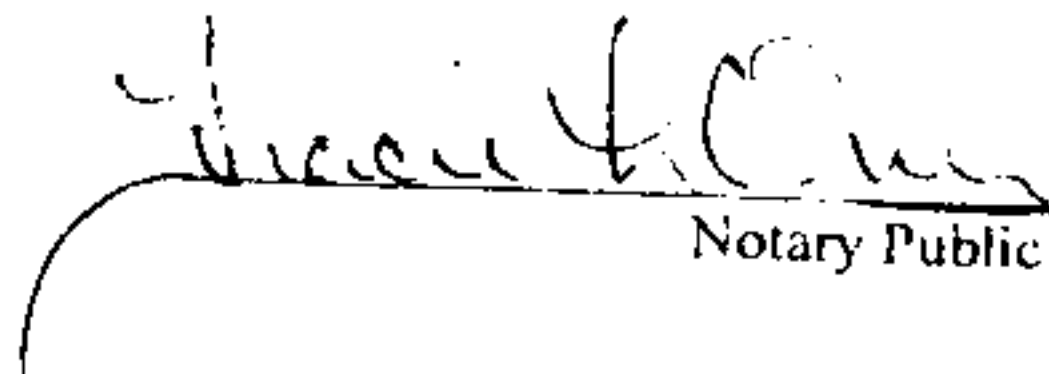
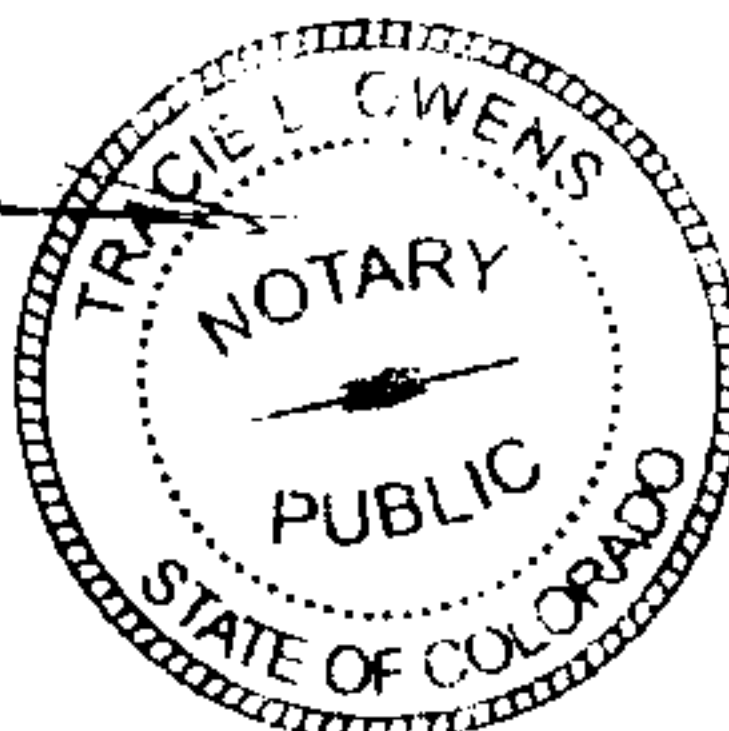
ACKNOWLEDGMENTS

STATE OF COLORADO)
) SS
COUNTY OF)

ON this 5th day of December, 2005, before me personally appeared Huntington T. Walker known to me and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires:
10/1/09

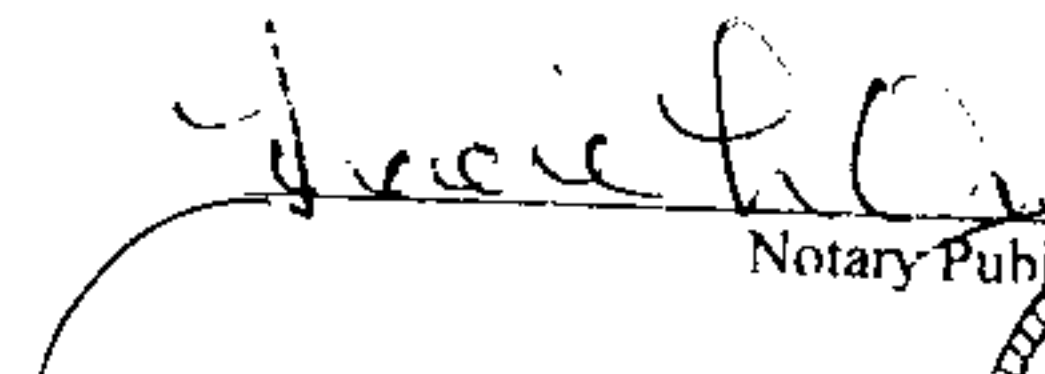
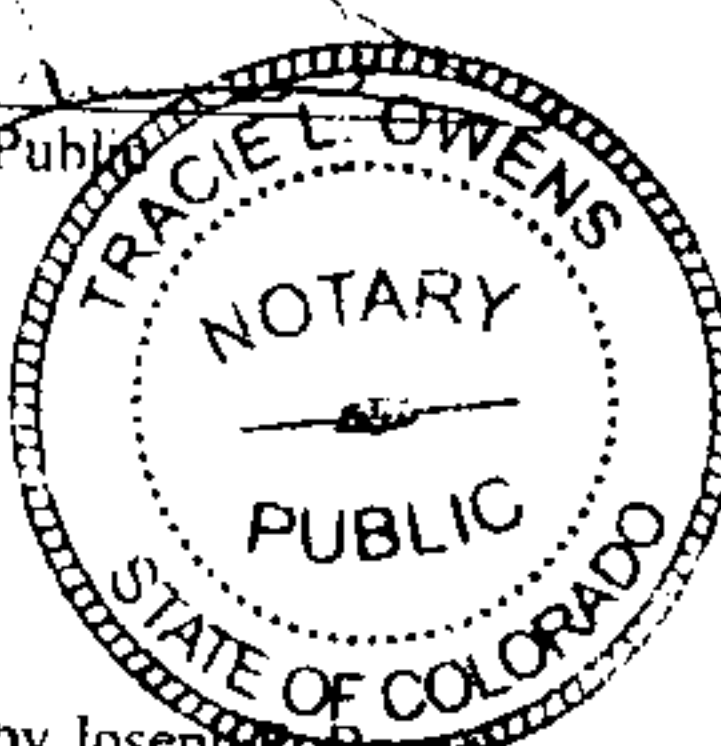

Notary Public


STATE OF COLORADO)
) SS
COUNTY OF)

On this 5th day of December, 2005, before me personally appeared Carol N. Walker known to me and acknowledged to me that she executed the same.

Witness my hand and official seal.

My commission expires:
10/1/09

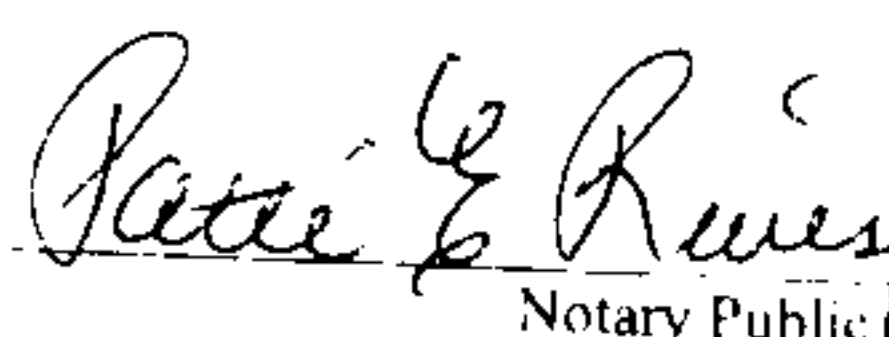
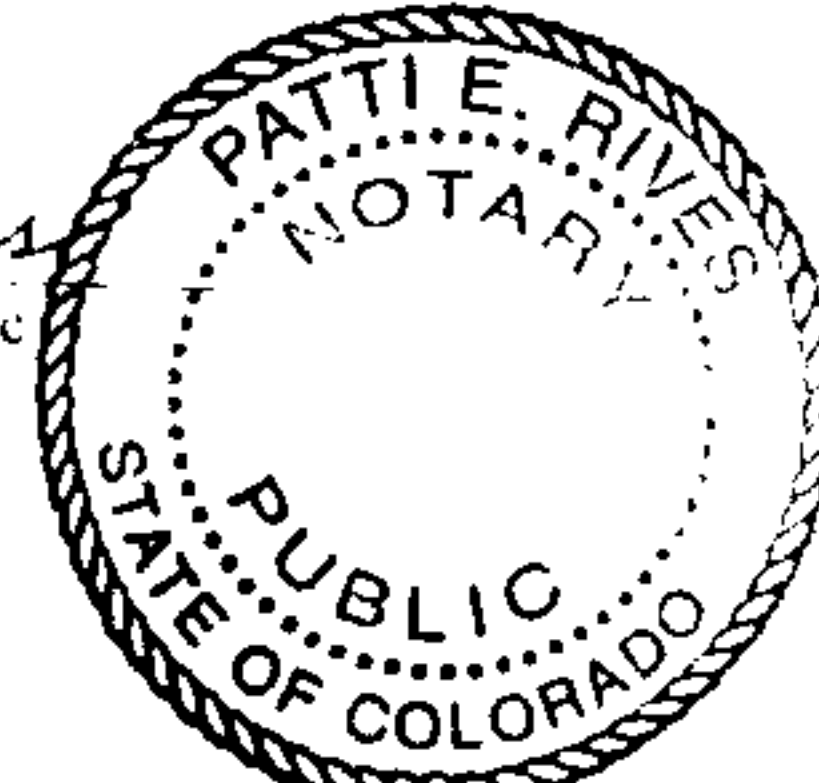

Notary Public


STATE OF COLORADO)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 2nd day of Nov, 2005, by Joseph E. 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

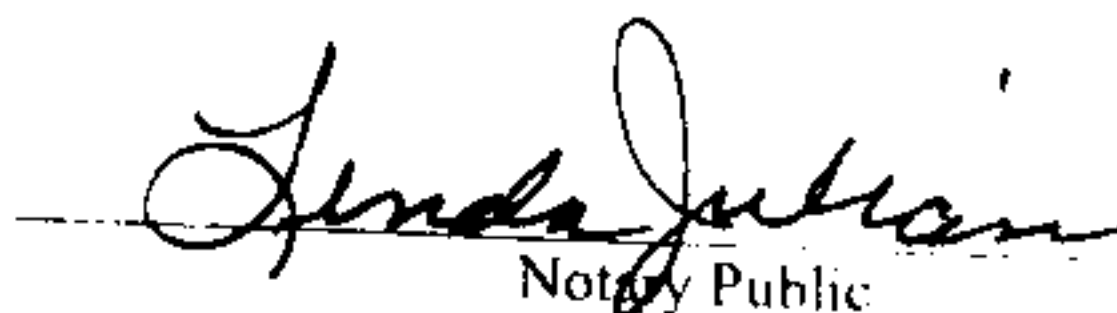

Notary Public


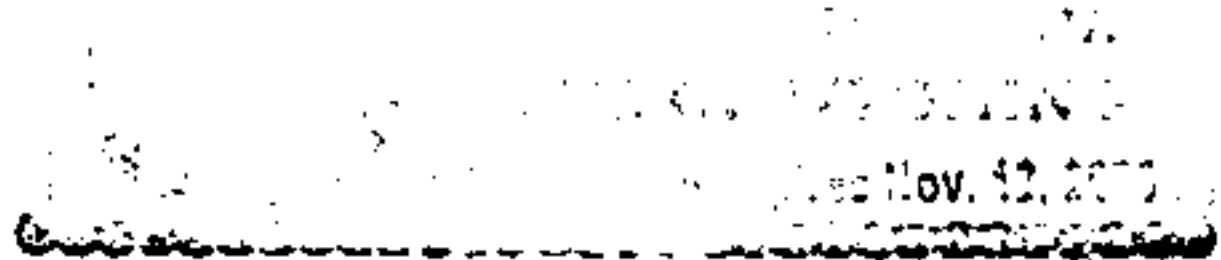
STATE OF WYOMING)
) SS
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 27th day of Nov, 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:
Nov. 12, 2007


Notary Public



Return to
Williams Production RMT
1515 Arapahoe St
Denver CO 80202

316400

RECORDED <u>Jun 12</u>	NO. <u>1310+1</u>	PAGE <u>594</u>
IN BOOK		
FEES <u>14.00</u>	COUNTY CLERK	
SUBLETTE COUNTY, WYOMING		

MINERAL QUITCLAIM DEED AND
ASSIGNMENT OF OIL AND GAS LEASES

by Cynthia J. Frie

Nancy Slaughter, also known as Nancy R. Slaughter, and James M. Smith, Successor Co-Trustees of the Jack M. Smith and Kathryne Mau Smith Revocable Trust, dated September 1, 1993, and of the Jack M. Smith and Kathryne Mau Smith Decedent's Trust, dated February 3, 1999, Grantors, for and in consideration of Ten Dollars and other good and valuable consideration, in hand paid, the receipt whereof is hereby acknowledged, do by these presents, effective as of the 1st day of January, 2004 to the extent applicable, convey and quitclaim, unto Nancy R. Slaughter and Brad U. Slaughter, wife and husband, as tenants by the entirety, Grantees, whose mailing address is 18095 N. Spencer Drive, Surprise, AZ 85374, an undivided One-Third (1/3) interest in all of the Grantors' right, title, interest, property, possession, claim and demand, as the Grantors have or ought to have, in and to all of the minerals and mineral rights, including, but not limited to, all coal, oil, gas, geothermal, brine and steam rights, and all other mineral rights, now known to exist or hereafter discovered, associated with, and in, under or upon the following described real property situate in the County of Sublette, State of Wyoming, to wit:

Township 28 North, Range 113 West of the 6th P.M.,
Sublette County, Wyoming:

The W/2SW/4 and the SE/4SW/4 of Section 17 (said land also being known as Tract 39)

Containing 120 acres, more or less.

And further hereby granting, assigning and quitclaiming to the Grantees herein all right, title and interest of the Grantors in and to any and all presently existing oil, gas, coal, geothermal, brine, steam and other mineral leases, pooling or unit agreements, and the like, covering the above described property, including, but not limited to, the right to receive any and all annual and other lease rentals and royalties, including bonuses and damages, and all other payments which may be hereafter paid by any lessees relative to the above described property thereunder.

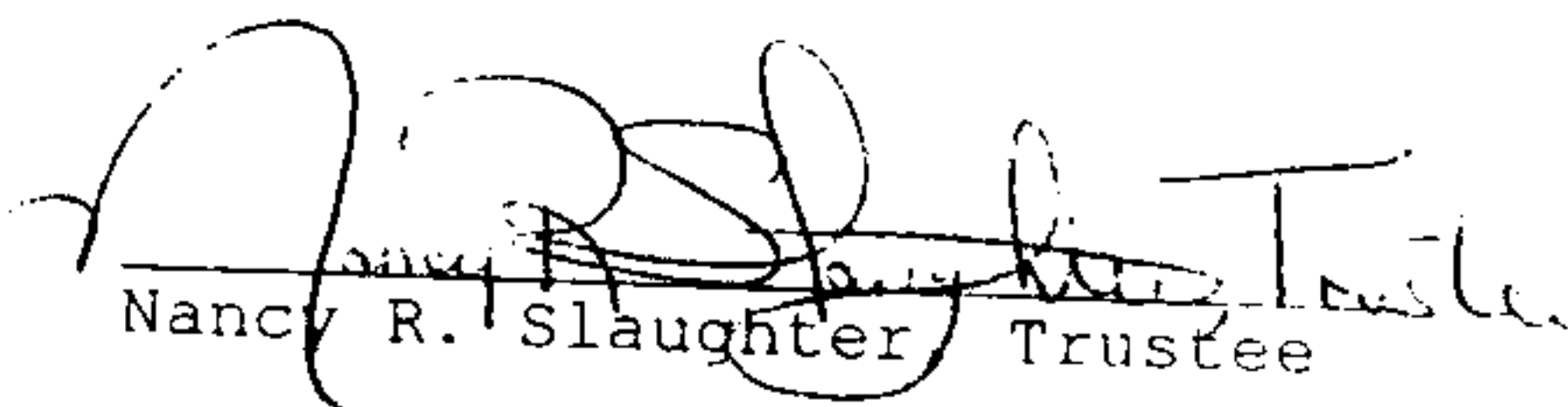
Hereby granting and quitclaiming unto the Grantees, their heirs, successors and assigns, all of Grantors' rights to explore, drill and mine on said land and to remove products therefrom, and the right of possession as may be required therefor, including Grantors' interest in the right to erect and maintain thereon and remove therefrom all necessary or proper structures and equipment as needed for producing, storing and marketing such products, including the right to pull casing from wells and to install and maintain thereon and remove therefrom all tanks and other means of storage and all pipes and other means of transportation, and also all rights of the Grantors of ingress and egress for any of said purposes.

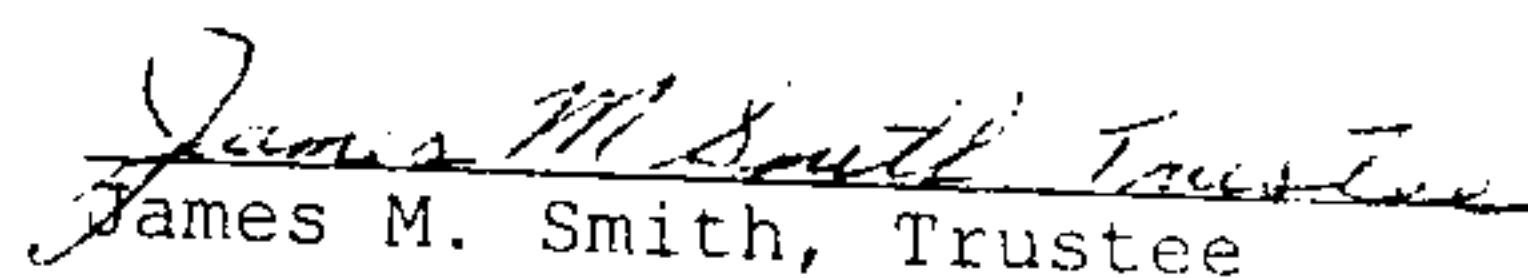
TO HAVE AND TO HOLD all such right, title and interest in and to said oil, gas and other mineral rights associated with and in, under or upon the above described premises unto the said Grantees and their heirs, successors and assigns forever, so that neither Grantors nor any other person in Grantors' name or behalf, shall or will hereafter claim or demand any right or title to any of the oil, gas and other mineral interests being conveyed hereby or any part hereof, but they and every one of them shall by these presents be excluded and forever barred.

It is expressly understood and agreed that this instrument is to be construed as a conveyance in fee simple of all of the Grantors' interest in all of the oil, gas and other minerals in, under and upon the above described tract of land, together with all rights of the Grantors in and to any and all existing oil, gas and other mineral leases, pooling and unit agreements and the like, insofar as they affect said property.

This conveyance shall expressly include any and all after acquired title of Grantors in said mineral estate and any and all interests in any way connected therewith.

IN WITNESS WHEREOF, the Grantors have executed this instrument the 30th day of March, 2004.

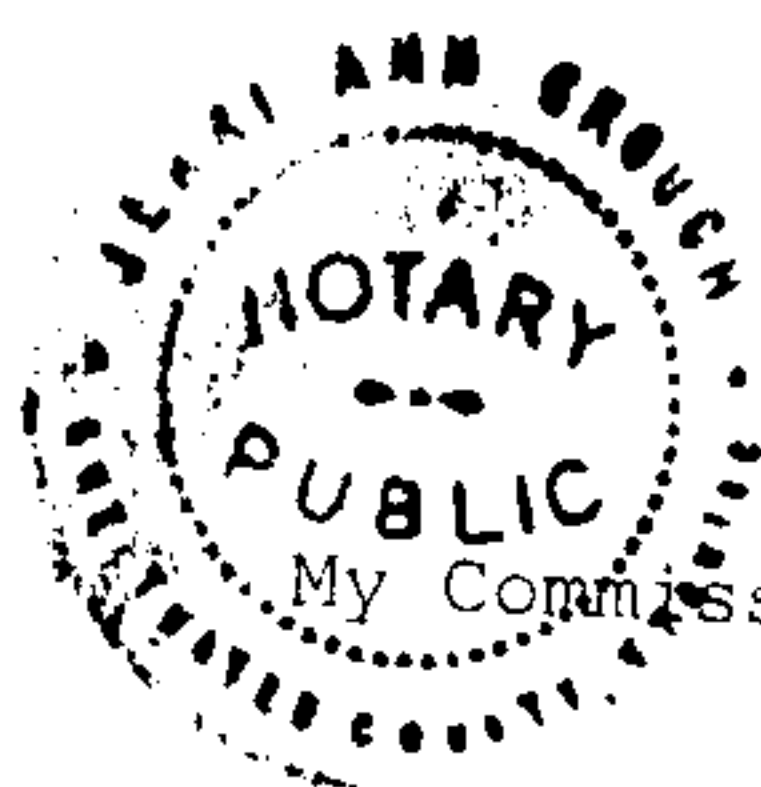

Nancy R. Slaughter Trustee

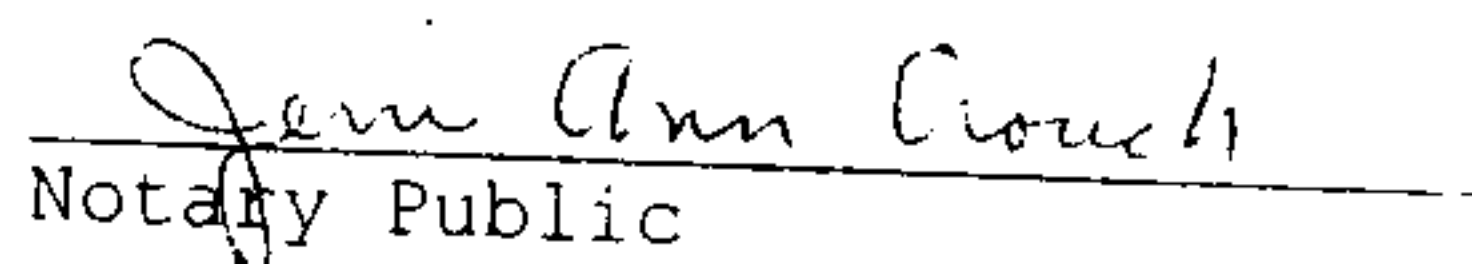

James M. Smith, Trustee

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me by Nancy R. Slaughter this 30th day of March, 2004.

Witness my hand and official seal.




Notary Public

My Commission Expires: Oct. 9, 2004

The State of Wyoming)
County of Sweetwater) ss.

The foregoing instrument was acknowledged before me by James M. Smith this 30th day of March, 2004.

Witness my hand and official seal.

Jean Ann Couch
Notary Public

My Commission Expires: Oct. 9, 2004

316401

MINERAL QUITCLAIM DEED AND
ASSIGNMENT OF OIL AND GAS LEASES

RECORDED <i>Jan 12</i>	<i>66-208</i>
IN BOOK <i>131-240</i>	PAGE <i>592</i>
FEES <i>14.00</i>	COUNTY CLERK
SUBLETTE CO., WY.	STATE OF WYOMING

by Cynthia J. Friel

Nancy Slaughter, also known as Nancy R. Slaughter, and James M. Smith, Successor Co-Trustees of the Jack M. Smith and Kathryne Mau Smith Revocable Trust, dated September 1, 1993, and of the Jack M. Smith and Kathryne Mau Smith Decedent's Trust, dated February 3, 1999, Grantors, for and in consideration of Ten Dollars and other good and valuable consideration, in hand paid, the receipt whereof is hereby acknowledged, do by these presents, effective as of the 1st day of January, 2004 to the extent applicable, convey and quitclaim, unto Jack A. Smith, Grantee, whose mailing address is c/o Nancy R. Slaughter, 18095 W. Spencer Drive, Surprise, AZ 85374, an undivided One-Third (1/3) interest in all of the Grantors' right, title, interest, property, possession, claim and demand, as the Grantors have or ought to have, in and to all of the minerals and mineral rights, including, but not limited to, all coal, oil, gas, geothermal, brine and steam rights, and all other mineral rights, now known to exist or hereafter discovered, associated with, and in, under or upon the following described real property situate in the County of Sublette, State of Wyoming, to wit:

Township 28 North, Range 113 West of the 6th P.M.,
Sublette County, Wyoming:

The W/2SW/4 and the SE/4SW/4 of Section 17 (said land also being known as Tract 39)

Containing 120 acres, more or less.

And further hereby granting, assigning and quitclaiming to the Grantee herein all right, title and interest of the Grantors in and to any and all presently existing oil, gas, coal, geothermal, brine, steam and other mineral leases, pooling or unit agreements, and the like, covering the above described property, including, but not limited to, the right to receive any and all annual and other lease rentals and royalties, including bonuses and damages, and all other payments which may be hereafter paid by any lessees relative to the above described property thereunder.

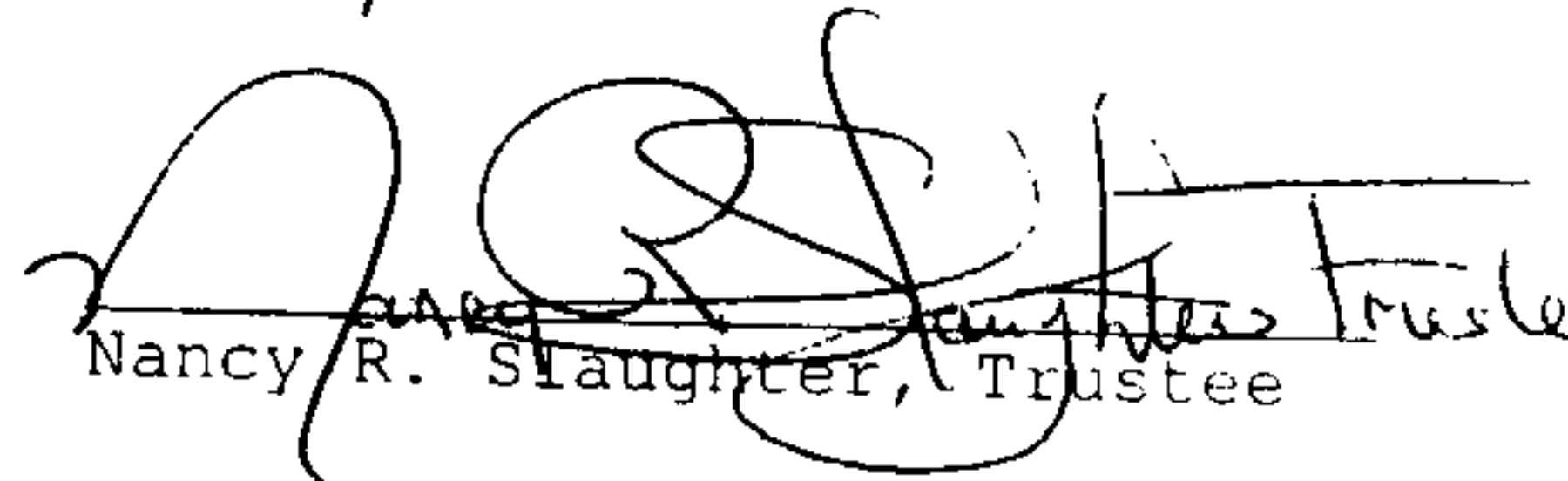
Hereby granting and quitclaiming unto the Grantee, his heirs, successors and assigns, all of Grantors' rights to explore, drill and mine on said land and to remove products therefrom, and the right of possession as may be required therefor, including Grantors' interest in the right to erect and maintain thereon and remove therefrom all necessary or proper structures and equipment as needed for producing, storing and marketing such products, including the right to pull casing from wells and to install and maintain thereon and remove therefrom all tanks and other means of storage and all pipes and other means of transportation, and also all rights of the Grantors of ingress and egress for any of said purposes.

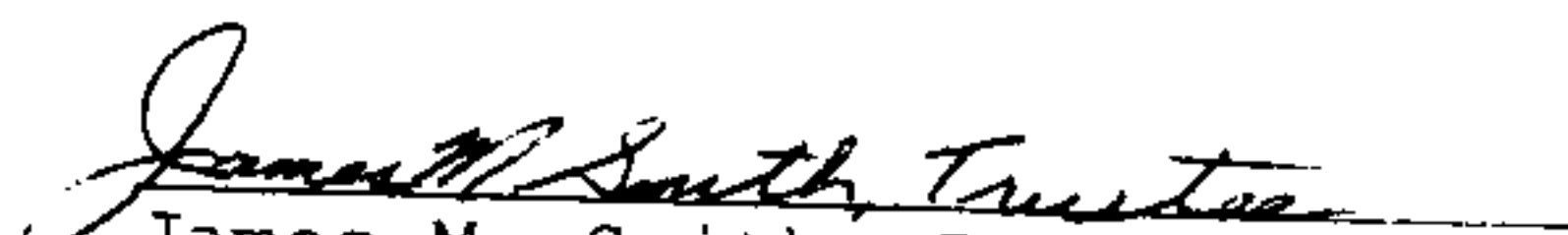
TO HAVE AND TO HOLD all such right, title and interest in and to said oil, gas and other mineral rights associated with and in, under or upon the above described premises unto the said Grantee and his heirs, successors and assigns forever, so that neither Grantors nor any other person in Grantors' name or behalf, shall or will hereafter claim or demand any right or title to any of the oil, gas and other mineral interests being conveyed hereby or any part hereof, but they and every one of them shall by these presents be excluded and forever barred.

It is expressly understood and agreed that this instrument is to be construed as a conveyance in fee simple of all of the Grantors' interest in all of the oil, gas and other minerals in, under and upon the above described tract of land, together with all rights of the Grantors in and to any and all existing oil, gas and other mineral leases, pooling and unit agreements and the like, insofar as they affect said property.

This conveyance shall expressly include any and all after acquired title of Grantors in said mineral estate and any and all interests in any way connected therewith.

IN WITNESS WHEREOF, the Grantors have executed this instrument the 28th day of April, 2004.


Nancy R. Slaughter, Trustee

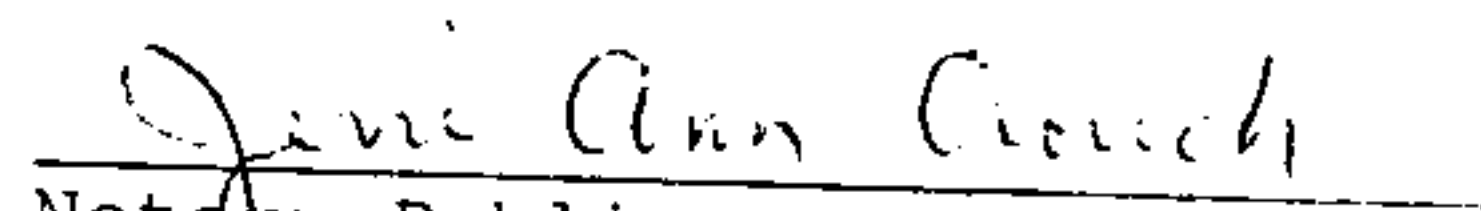

James M. Smith, Trustee

The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me by Nancy R. Slaughter this 28th day of April, 2004.

Witness my hand and official seal.




Notary Public

My Commission Expires: Oct. 9, 2009

The State of Wyoming)
County of Sweetwater) ss.

The foregoing instrument was acknowledged before me by James M. Smith this 28th day of April, 2004.

Witness my hand and official seal.

Jeri Ann Croucher
Notary Public

My Commission Expires: Oct. 9, 2004

316402

MINERAL QUITCLAIM DEED AND
ASSIGNMENT OF OIL AND GAS LEASES

RECORDED	Jan 12	2004
IN BOOK	131	PAGE 600
FEES	14.00	COUNTY CLERK
SUBLETTE CO.	WYOMING	

by Cynthia J. Friel

Nancy Slaughter, also known as Nancy R. Slaughter, and James M. Smith, Successor Co-Trustees of the Jack M. Smith and Kathryne Mau Smith Revocable Trust, dated September 1, 1993, and of the Jack M. Smith and Kathryne Mau Smith Decedent's Trust, dated February 3, 1999, Grantors, for and in consideration of Ten Dollars and other good and valuable consideration, in hand paid, the receipt whereof is hereby acknowledged, do by these presents, effective as of the 1st day of January, 2004 to the extent applicable, convey and quitclaim, unto James M. Smith and Susan M. Smith, husband and wife, as tenants by the entireties, Grantees, whose mailing address is 2028 Hillcrest Drive, Rock Springs, WY 82901, an undivided One-Third (1/3) interest in all of the Grantors' right, title, interest, property, possession, claim and demand, as the Grantors have or ought to have, in and to all of the minerals and mineral rights, including, but not limited to, all coal, oil, gas, geothermal, brine and steam rights, and all other mineral rights, now know to exist or hereafter discovered, associated with, and in, under or upon the following described real property situate in the County of Sublette, State of Wyoming, to wit:

Township 28 North, Range 113 West of the 6th P.M.,
Sublette County, Wyoming:

The W/2SW/4 and the SE/4SW/4 of Section 17 (said land also being known as Tract 39)

Containing 120 acres, more or less.

And further hereby granting, assigning and quitclaiming to the Grantees herein all right, title and interest of the Grantors in and to any and all presently existing oil, gas, coal, geothermal, brine, steam and other mineral leases, pooling or unit agreements, and the like, covering the above described property, including, but not limited to, the right to receive any and all annual and other lease rentals and royalties, including bonuses and damages, and all other payments which may be hereafter paid by any lessees relative to the above described property thereunder.

Hereby granting and quitclaiming unto the Grantees, their heirs, successors and assigns, all of Grantors' rights to explore, drill and mine on said land and to remove products therefrom, and the right of possession as may be required therefor, including Grantors' interest in the right to erect and maintain thereon and remove therefrom all necessary or proper structures and equipment as needed for producing, storing and marketing such products, including the right to pull casing from wells and to install and maintain thereon and remove therefrom all tanks and other means of storage and all pipes and other means of transportation, and also all rights of the Grantors of ingress and egress for any of said purposes.

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The State of Wyoming)
: ss.
County of Sweetwater)

The foregoing instrument was acknowledged before
me by James M. Smith this 30th day of March, 2004.

Witness my hand and official seal.

Jerry Ann Crouch
Notary Public

My Commission Expires: Oct. 9, 2004.

316428

2006 8:00AM
RECORDED Jan 17 8:00 A.M.
IN BOOK 1310+M PAGE 603
FEES \$ 29.00
COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
By Cynthia J. Friel

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

THIS ASSIGNMENT, CONVEYANCE AND BILL OF SALE ("Assignment") dated effective as of 12:01 a.m., Mountain Standard Time, January 1, 2006 ("Effective Date"), is from SOVEREIGN INVESTMENTS, INC., a Nevada corporation, 200-455 Granville Street, Vancouver, British Columbia V6C 1T1 CANADA ("Assignor"), to G.A.S. RESOURCE MANAGEMENT, INC., a Colorado corporation, c/o Joseph Mastalerz, CPA, P.C., 1745 Shea Center Drive, Suite 400, Highlands Ranch, Colorado 80129-1540 USA ("Assignee").

Recitals:

- A. For Assignee's convenience, Assignor has been holding record title to certain oil and gas interests, leases and wells located in the Bird Canyon Area of the State of Wyoming (collectively, "Properties"), which Properties are more particularly described on the schedule set forth on attached Exhibit "A" ("Schedule").
- B. Assignee has requested that Assignor assign these Properties to Assignee as of the Effective Date and Assignor has agreed to do so, subject to Assignee undertaking certain obligations as more fully set forth in this Assignment.
- C. Assignor and Assignee have reviewed the Schedule and determined that the gross and net revenue interests allocated to Assignee on the Schedule ("Interests") and which have been used for distribution of the proceeds of the production and sale of oil and gas from the Properties are true, accurate and correct.
- D. Assignor and Assignee acknowledge that the Interests are beneficially owned by Assignee solely for the further benefit of certain drilling partnerships formed under the law of the Federal Republic of Germany and known as EMI I, EMI II and EMI III (collectively, "the EMI Partnerships") as their interests shall appear in the records of Assignee and under applicable German law.

Assignment

NOW, THEREFORE, for Ten (\$10.00) Dollars and other good and valuable consideration, and in consideration of the matters set forth above in the recitals hereto, which form a material part of the consideration for this Assignment, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor has transferred, granted, bargained, sold, conveyed, and assigned, and does hereby transfer, grant, bargain, sell, convey, and assign to Assignee the Interests in the Properties described on the Schedule now owned of record by Assignor, together with Assignee's proportionate part in and to the following (collectively, the "Other Assets"):

A. The oil and gas leases, drilling permits, drilling permit applications, surface use agreements, road use and other leases and agreements covering the lands contained within the Properties described on the Schedule ("Agreements").

B. The oil and gas wells on the Properties ("Wells") and the equipment and other personal property in, on or appurtenant to such Wells and the oil and gas produced, saved and sold therefrom.

C. Data and records pertaining to the Agreements and the Wells, including all title records in Assignor's possession or control or which are reasonably available to Assignor.

D. Subject to adjustment by further agreement of Assignor and Assignee hereafter, including accounting for the same, there is assigned hereby the net proceeds of production of oil and gas from the Properties, less the reasonable expenses of operating the same through the Effective Date ("Proceeds"), as accomplished by Assignor on a "best business practice" basis, there being no joint operating agreement in effect between Assignor and Assignee with respect to the Properties.

TO HAVE AND TO HOLD the Interests and Other Assets unto Assignee, in the proportions indicated, and its successors and assigns forever.

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

1. Assignee acknowledges that it is solely responsible for accounting to the EMI Partnerships for their respective proportion of the Interests in the Properties and in the Other Assets (including without limitation the Proceeds), in accordance with, as applicable, the laws of the Federal Republic of Germany and of the United States of America. Assignee will, in an expeditious manner, proceed to make such determinations, execute assignments and other documents as necessary to transfer of ownership of the Interests in the Properties and in the Other Assets to the EMI Partnerships, together with the Proceeds, less Assignee's reasonable expenses of operating the same until such transfer can be accomplished.

2. Assignee acknowledges that it is accepting this Assignment and the Interests in the Properties and the Other Assets on an "as is, where is" basis. ASSIGNEE FURTHER ACKNOWLEDGES AND AGREES THAT ASSIGNOR HAS NOT MADE AND SHALL NOT BE DEEMED TO HAVE MADE, AND ASSIGNOR HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO THE INTERESTS IN THE PROPERTIES OR IN OTHER ASSETS OR ANY PART THEREOF, AS TO THE CONDITION, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE OF THE OTHER ASSETS, OR ANY PART THEREOF, AS TO THE VALUE, MERCHANTABILITY, OPERATION, FITNESS, DESIGN, OR CONDITION OF THE OTHER ASSETS, OR ANY PART, THEREOF, AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE OTHER ASSETS, OR ANY PART THEREOF, AS TO THE ABSENCE OF ANY LATENT OR OTHER DEFECTS OR ANY PATENT INFRINGEMENT OR THE LIKE, AS TO THE ABSENCE OF OBLIGATIONS BASED ON STRICT LIABILITY IN TORT, OR ANY OTHER REPRESENTATION OR WARRANTIES WHATSOEVER.

3. Assignee assumes and agrees to pay, perform, fulfill and discharge all claims, costs, expenses, liabilities and obligations accruing or relating to the Interests in the Properties and in the Other Assets from and after the Effective Date, forever indemnifying Assignor from any liability for the same (or with respect to the Proceeds), including without limitation reasonable attorneys' fees and costs incurred by Assignor with respect to the foregoing.

4. Assignor will execute such further instruments as may be reasonably required from time to time to fully vest Assignee with the Interests in the Properties and in the Other Assets hereby conveyed, including without limitation such separate forms of assignment and conveyance as may be required by governmental agencies with respect to Wells located on lands or mineral interests owned in whole or in part by governmental agencies.

5. Assignor and Assignee will promptly enter into a separate agreement with respect to Proceeds as described in Recital D.

6. This Assignment shall inure to the benefit of and be binding upon Assignor and Assignee and their respective successors and assigns.

7. Assignor intends to and by this Assignment conveys to Assignee only the Interests in the Property and the Other Assets insofar and only insofar as such Interests and Other Assets are beneficially owned by the partnership known as EMI I. The Interests in the Properties and the Other Assets beneficially owned by the partnerships known as EMI II and EMI III will be conveyed to Assignee by a separate instrument or instruments hereafter.

EXECUTED on the dates contained in the acknowledgements of this instrument, to be effective for all purposes as of the Effective Date.

ASSIGNOR

**SOVEREIGN INVESTMENTS, INC.,
a Nevada corporation**

By David M. Mercier

Name: David M. Mercier

Title: Director

ASSIGNEE

**G.A.S. RESOURCE MANAGEMENT, INC.,
a Colorado corporation**

By _____

Name: Jürgen Oetken

Title: President

4. Assignor will execute such further instruments as may be reasonably required from time to time to fully vest Assignee with the Interests in the Properties and in the Other Assets hereby conveyed, including without limitation such separate forms of assignment and conveyance as may be required by governmental agencies with respect to Wells located on lands or mineral interests owned in whole or in part by governmental agencies.

5. Assignor and Assignee will promptly enter into a separate agreement with respect to Proceeds as described in Recital D.

6. This Assignment shall inure to the benefit of and be binding upon Assignor and Assignee and their respective successors and assigns.

7. Assignor intends to and by this Assignment conveys to Assignee only the Interests in the Property and the Other Assets insofar and only insofar as such Interests and Other Assets are beneficially owned by the partnership known as EMI I. The Interests in the Properties and the Other Assets beneficially owned by the partnerships known as EMI II and EMI III will be conveyed to Assignee by a separate instrument or instruments hereafter.

EXECUTED on the dates contained in the acknowledgements of this instrument, to be effective for all purposes as of the Effective Date.

ASSIGNOR

**SOVEREIGN INVESTMENTS, INC.,
a Nevada corporation**

By _____
Name: David M. Mercier
Title: Director

ASSIGNEE

**G.A.S. RESOURCE MANAGEMENT, INC.,
a Colorado corporation**

By _____
Name: Jürgen Oetken
Title: President

PROVINCE OF BRITISH COLUMBIA)
) ss.
CITY OF VANCOUVER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by David M. Mercier, as Director of Sovereign Investments, Inc., a _____ corporation.

WITNESS my hand and official seal.

My Commission expires: _____

Notary Public

FEDERAL REPUBLIC OF GERMANY)
) SS.
CITY OF BREMEN)

The foregoing instrument was acknowledged before me this 29th day of December, 2005, by Jürgen Oetken, as President of G.A.S. Resource Management, Inc., a Colorado corporation.

WITNESS my hand and official seal.

~~My Commission expires: _____~~

Notary Public

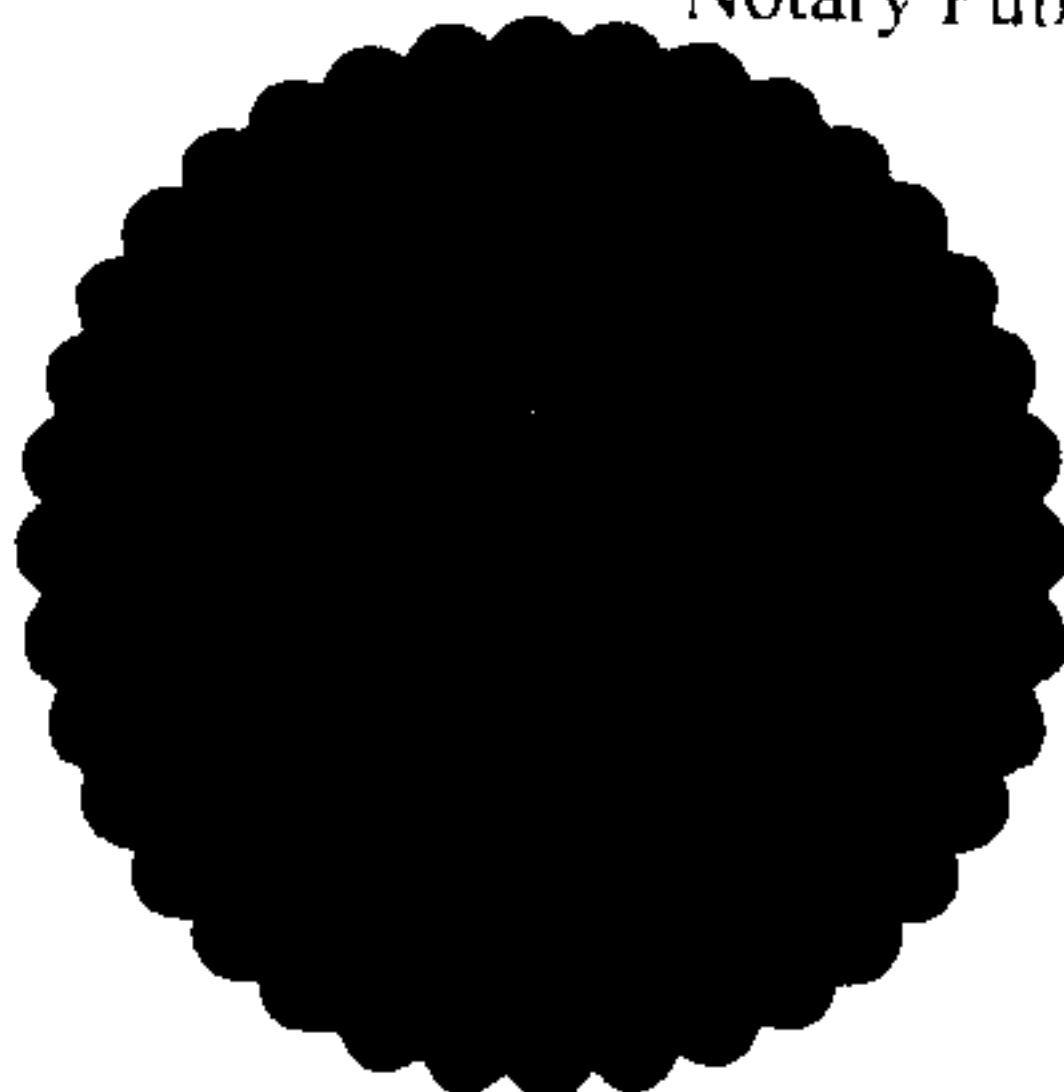


EXHIBIT "A"

The Properties

(Bird Canyon Area, Wyoming)

See attached Master Schedule for identification of the producing wells which comprise the Interests in the Properties, such Interests being conveyed hereby, insofar and only insofar as Master Schedule reflects the same as being beneficially owned by EMI I only.

STATE OF WYOMING
 DEPARTMENT OF REVENUE
 TABLE OF WYOMING'S NET REVENUE INTEREST
 IN 1992 AS OF JANUARY 1, 1991

Name	State	Location	County and State	Homeownership Percent Cost	Revenue
FEDERAL 10 2		PDP SE NW 4 T27N R111W	SUBLETTE Co. Wyoming	3.78000	3.97400
FEDERAL 10 17		PDP C NW 17 T27N R111W	SUBLETTE Co. Wyoming	3.40000	1.31700
FEDERAL 10 29		PDP C NW 29 T27N R111W	SUBLETTE Co. Wyoming	15.60000	12.55800
FEDERAL 30 15		PDP NE SW 15 T27N R111W	SUBLETTE Co. Wyoming	15.60000	12.14350
FEDERAL 30 29		PDP NE SW 29 T27N R111W	SUBLETTE Co. Wyoming	15.60000	12.55800
FEDERAL 40 6		PDP SW SE 6 T27N R111W	SUBLETTE Co. Wyoming	3.78000	1.02400
FEDERAL 40 7		PDP SW SE 7 T27N R111W	SUBLETTE Co. Wyoming	4.32000	3.28860
FEDERAL 40 29		PDP NE SE 29 T27N R111W	SUBLETTE Co. Wyoming	15.21000	12.32200
FEDERAL 40 32		PDP C SE 32 T27N R111W	SUBLETTE Co. Wyoming	15.60000	12.55800

EXHIBIT

A

Labels

RECORDED Jan 17 2006 8:30 A
IN BOOK 13 PAGE 611
FEES \$ 11.00
SUBLETTE COUNTY, WYOMING
by Cynthia J. Friel

THIS LEASE AGREEMENT is made as of the 5th day of October, 2005 between Bernadette Gosar whose address is Box 201, Pinedale, WY 82941 as "Lessor" (whether one or more) and RedSky Land, LLC whose address is P.O. Box 5936, Edmond, OK 73063-5396 as "Lessee".

1. **Description.** Lessor in consideration of a cash bonus and other good and valuable consideration, in hand paid and the covenants herein contained, hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called "Leased Premises":

TOWNSHIP 29 NORTH, RANGE 106 WEST of the 6th P. M.

Section 26: SE/4 SE/4

Section 34: SE/4 SE/4

Section 35: N/2 NE/4; SW/4 NE/4; SE/4 NW/4; E/2 SW/4; SW/4 SW/4

in the County of Sublette, State of Wyoming, containing 360.00 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases (including specifically coalbed methane gas). In addition to the above-described land, this Lease and the term "Leased Premises" also covers lands that are owned or claimed by the Lessor by one of the following reasons: (1) all lands and rights acquired by Lessor by avulsion, accretion, reliction, or otherwise as a result of a change in the boundary or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to Lessor in any lake, stream, or river traversing or adjoining the lands described above by virtue of Lessor's ownership of the lands described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to Lessor by virtue of Lessor's ownership of the lands described above; (4) all strips of land adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the lands are located; and (5) all interests in the lands described above that Lessor may acquire hereafter by reversion or otherwise. In consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This Lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of Five (5) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are capable of being produced in paying quantities from the Leased Premises or from lands pooled or unitized therewith or this Lease is otherwise maintained in effect pursuant to the provisions hereof. For purposes of this Lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this Lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence and continue any operations during the primary term of this Lease.

3. **Royalty Payment.** Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth (1/8) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, less a proportionate part of any ad valorem taxes and production, severance or other excise taxes and the costs incurred by Lessee in delivering, treating or otherwise marketing such oil or other liquid hydrocarbons, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be one-eighth (1/8) of the market value of such gas or substances determined at the well, which value is less a proportionate part of any ad valorem taxes and production, severance, or other excise taxes and less a proportionate part of the costs incurred by Lessee in gathering, compressing, pressuring, heater treating, dehydrating, separating, storing, or transporting gas into a market pipeline. Royalties may be paid based on an index price derived from Inside FERC or other valid oil and gas industry publications, adjusted for transportation costs and related fees, and such index price shall constitute market value for the purposes of this clause. Lessee shall have the continuing right to sell such production to itself or an affiliate.)

If, at the end of the primary term or any time thereafter, one or more wells on the Leased Premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee (including a well completed for the production of coalbed methane gas during the times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring), such well or wells shall nevertheless be deemed to be producing in paying quantities and this Lease shall continue in force during all of the time while such well or wells are shut-in, whether before or after the expiration of the primary term. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such well, but shall be under no obligation to market the oil or gas under terms, conditions, or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not being sold by Lessee, then Lessee shall pay an aggregate shut-in royalty of one dollar per net mineral acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before 30 days following the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the Leased Premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. **Depository Agent.** All shut-in royalty payments under this lease shall be paid or tendered to Lessor at Address Above or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of the Leased Premises. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of Lessor and on Lessor's successors in interest or assigns.

5. **Operations.** If, at the end of the primary term of this Lease, there is no well located upon the Leased Premises or on lands pooled or unitized therewith capable of producing oil or gas or other substances covered by the Lease in paying quantities, and this Lease is not otherwise being maintained in force, but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this Lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is a well producing or capable of producing in paying quantities from the Leased Premises or lands pooled therewith.

If, after the expiration of the primary term of this Lease, all production (whether or not in paying quantities) permanently ceases from any cause and this lease is not otherwise being maintained in force, it shall nevertheless remain in force if Lessee commences operations for reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production in an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the Leased Premises or lands pooled therewith within 90 days after such cessation of all production and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is a well producing or capable of producing in paying quantities from the Leased Premises or lands pooled therewith.

For purposes of this Lease, drilling operations shall be deemed to be commenced for a new well at such time as the Lessee has begun the construction of the well site location or the road that provides access to the well site location, and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production at such time as lessee has the requisite equipment for such operations at the well site.

After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the Leased Premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the Leased Premises as to formations then capable of producing in paying quantities on the Leased Premises or lands pooled therewith, or (b) protect the Leased Premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. **Pooling.** Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the leased premises 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 similar authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil and gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation which declaration shall describe the unit. Any unit may include land upon which a well has heretofore been completed or upon which drilling operations have been commenced. Production, drilling or reworking operations or a well shut-in for any reason anywhere on a unit which includes all or a part of the Leased Premises shall be treated as if it were production, drilling or reworking operations or a well shut-in under this Lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this Lease: such allocation shall be that proportion of the unit production that the total number of surface acres covered by this Lease and included in the unit bears to the total number of surface acres in such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

In addition, Lessee shall have the right to unitize, pool, or combine all or any part of the Leased Premises as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this Lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this Lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this Lease shall not terminate or expire during the life of such plan or agreement. In the event, the Leased Premises, or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to

612
7. **Proportionate Reductions.** If Lessor owns less than the full mineral estate in all or any part of the Leased Premises, the royalties and shut-in royalties payable hereunder for any well on any part of the Leased Premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the Leased Premises bears to the full mineral estate in such part of the Leased Premises.

8. **Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this Lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this Lease then held by each.

9. **Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this Lease as to a full or undivided interest in all or any portion of the area covered by this Lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the Leased Premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the Leased Premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the Leased Premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the Leased Premises or lands pooled or unitized therewith, the ancillary rights granted herein shall apply (a) to the entire Leased Premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this Lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the Leased Premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the Leased Premises or other lands of Lessor used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the Leased Premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the Leased Premises or such other lands during the term of this Lease or within a reasonable time thereafter.

11. **Breach or Default.** No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this Lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. If this Lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

12. **Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the Leased Premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

13. **Force Majeure.** Lessee's obligations under this Lease, whether express or implied shall be subject to all applicable federal, state, county or municipal laws, rules, regulations, permits and orders, including restrictions on drilling, operations and production, regulation of price or the transportation of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented, delayed, interrupted or suspended by or is in conflict with such federal, state, county or municipal laws, rules, regulations, permits, orders asserted as official by or under public authority claiming jurisdiction or by inability to obtain the necessary permits, equipment, services, material, water, electricity, fuel, access or easements, an act of God, fire, flood, adverse weather conditions, market conditions, war, strikes, labor conditions, lockouts, sabotage, rebellion, insurrection, riot, inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production or any other cause, circumstance or condition not reasonably within Lessee's control, this Lease shall not be terminated, in whole or in part, nor shall Lessee be held liable for damages or breach of any express or implied covenants of the Lease for failure to comply with any such obligations or covenants if compliance is prevented, delayed or hindered by or is in conflict with any such circumstances. At Lessee's option, the period of such prevention or delay during the primary term shall be added to the term hereof.

14. **Waiver of Homestead and Dower.** Lessor, and each of them if there be more than one, hereby release and waive all rights under and by virtue of the homestead laws of this state.

IN WITNESS WHEREOF, this Lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this Lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)

X _____

Bernadette Gosar

ACKNOWLEDGEMENTS

STATE OF _____

INDIVIDUAL

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned Notary Public in and for said county and state, personally appeared Bernadette Gosar known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

My Commission Expires _____ My Commission Expires March 2, 2006

Print name: Betty L. Gould
Notary Public

RECORDING INFORMATION

STATE OF Wyoming

COUNTY OF Sublette

This instrument was filed for record on the _____ day of _____, 20____, at _____ o'clock ____ M., and duly recorded in Book _____, Page _____, of the _____ records of this office.

By: _____
Clerk (or Deputy)

THIS LEASE AGREEMENT is made as of the 5th day of October, 2005 between Grace Erramouspe Mossman whose address is 7435 S. Ivy Way, Centennial, CO 80112 as "Lessor" (whether one or more) and RedSky Land, LLC whose address is P.O. Box 5936, Edmond, OK 73083-5396 as "Lessee".

1. **Description.** Lessor in consideration of a cash bonus and other good and valuable consideration, in hand paid and the covenants herein contained, hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called "Leased Premises":

TOWNSHIP 25 NORTH, RANGE 106 WEST of the 6th P. M.

Section 26: SE/4 SE/4

Section 34: SE/4 SE/4

Section 35: N/2 NE/4; SW/4 NE/4; SE/4 NW/4; E/2 SW/4; SW/4 SW/4

in the County of Sublette, State of Wyoming, containing 360.00 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases (including specifically coalbed methane gas). In addition to the above-described land, this Lease and the term "Leased Premises" also covers lands that are owned or claimed by the Lessor by one of the following reasons: (1) all lands and rights acquired by Lessor by avulsion, accretion, reliction, or otherwise as a result of a change in the boundary or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to Lessor in any lake, stream, or river traversing or adjoining the lands described above by virtue of Lessor's ownership of the lands described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to Lessor by virtue of Lessor's ownership of the lands described above; (4) all strips of land adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the lands are located; and (5) all interests in the lands described above that Lessor may acquire hereafter by reversion or otherwise. In consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This Lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of Five (5) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are capable of being produced in paying quantities from the Leased Premises or from lands pooled or unitized therewith or this Lease is otherwise maintained in effect pursuant to the provisions hereof. For purposes of this Lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this Lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence and continue any operations during the primary term of this Lease.

3. **Royalty Payment.** Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth (1/8) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, less a proportionate part of any ad valorem taxes and production, severance or other excise taxes and the costs incurred by Lessee in delivering, treating or otherwise marketing such oil or other liquid hydrocarbons, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be one-eighth (1/8) of the market value of such gas or substances determined at the well, which value is less a proportionate part of any ad valorem taxes and production, severance, or other excise taxes and less a proportionate part of the costs incurred by Lessee in gathering, compressing, pressurizing, heater treating, dehydrating, separating, storing, or transporting gas into a market pipeline. Royalties may be paid based on an index price derived from inside FERC or other valid oil and gas industry publications, adjusted for transportation costs and related fees, and such index price shall constitute market value for the purposes of this clause. Lessee shall have the continuing right to sell such production to itself or an affiliate.)

If, at the end of the primary term or any time thereafter, one or more wells on the Leased Premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee (including a well completed for the production of coalbed methane gas during the times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring), such well or wells shall nevertheless be deemed to be producing in paying quantities and this Lease shall continue in force during all of the time while such well or wells are shut-in, whether before or after the expiration of the primary term. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such well, but shall be under no obligation to market the oil or gas under terms, conditions, or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not being sold by Lessee, then Lessee shall pay an aggregate shut-in royalty of one dollar per net mineral acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before 30 days following the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the Leased Premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. **Depository Agent.** All shut-in royalty payments under this lease shall be paid or tendered to Lessor at Address Above or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of the Leased Premises. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of Lessor and on Lessor's successors in interest or assigns.

5. **Operations.** If, at the end of the primary term of this Lease, there is no well located upon the Leased Premises or on lands pooled or unitized therewith capable of producing oil or gas or other substances covered by the Lease in paying quantities, and this Lease is not otherwise being maintained in force, but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this Lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is a well producing or capable of producing in paying quantities from the Leased Premises or lands pooled therewith.

If, after the expiration of the primary term of this Lease, all production (whether or not in paying quantities) permanently ceases from any cause and this lease is not otherwise being maintained in force, it shall nevertheless remain in force if Lessee commences operations for reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production in an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the Leased Premises or lands pooled therewith within 90 days after such cessation of all production and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is a well producing or capable of producing in paying quantities from the Leased Premises or lands pooled therewith.

For purposes of this Lease, drilling operations shall be deemed to be commenced for a new well at such time as the Lessee has begun the construction of the well site location or the road that provides access to the well site location, and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production at such time as lessee has the requisite equipment for such operations at the well site.

After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the Leased Premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the Leased Premises as to formations then capable of producing in paying quantities on the Leased Premises or lands pooled therewith, or (b) protect the Leased Premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. **Pooling.** Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the leased premises 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 similar authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil and gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation which declaration shall describe the unit. Any unit may include land upon which a well has heretofore been completed or upon which drilling operations have been commenced. Production, drilling or reworking operations or a well shut-in for any reason anywhere on a unit which includes all or a part of the Leased Premises shall be treated as if it were production, drilling or reworking operations or a well shut-in under this Lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this Lease: such allocation shall be that proportion of the unit production that the total number of surface acres covered by this Lease and included in the unit bears to the total number of surface acres in such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

In addition, Lessee shall have the right to unitize, pool, or combine all or any part of the Leased Premises as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this Lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this Lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this Lease shall not terminate or expire during the life of such plan or agreement. In the event, the Leased Premises, or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to

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7. Proportionate Reductions. If Lessor owns less than the full mineral estate in all or any part of the Leased Premises, the royalties and shut-in royalties payable hereunder for any well on any part of the Leased Premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the Leased Premises bears to the full mineral estate in such part of the Leased Premises.

8. Ownership Changes. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this Lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this Lease then held by each.

9. Release of Lease. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this Lease as to a full or undivided interest in all or any portion of the area covered by this Lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

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11. Breach or Default. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this Lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. If this Lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

12. Warranty of Title. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the Leased Premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

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14. Waiver of Homestead and Dower. Lessor, and each of them if there be more than one, hereby release and waive all rights under and by virtue of the homestead laws of this state.

IN WITNESS WHEREOF, this Lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this Lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)

X Grace Erramouspe Mossman
Grace Erramouspe Mossman

ACKNOWLEDGEMENTS

STATE OF WY
COUNTY OF Arapahoe

INDIVIDUAL

On this 5 day of Nov, 20 05, before me, the undersigned Notary Public in and for said county and state, personally appeared Grace Erramouspe Mossman known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

My Commission Expires 12/10/06

Mark Tsundame
Print name: _____
Notary Public

RECORDING INFORMATION

STATE OF Wyoming
COUNTY OF Sublette

This instrument was filed for record on the _____ day of _____, 20____, at _____ o'clock ____ M., and duly recorded in Book _____, Page _____, of the _____ records of this office.

By: _____
Clerk (or Deputy)



THIS LEASE AGREEMENT is made as of the 5th day of October, 2006 between Marge Sellyei whose address is 13722 N. Canyon Cliff Drive, Oro Valley, AZ 85755 as "Lessor" (whether one or more) and RedSky Land, LLC whose address is P.O. Box 5936, Edmond, OK 73083-5396 as "Lessee".

1. **Description.** Lessor in consideration of a cash bonus and other good and valuable consideration, in hand paid and the covenants herein contained, hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called "Leased Premises":

TOWNSHIP 29 NORTH, RANGE 106 WEST of the 6th P. M.

Section 26: SE/4 SE/4

Section 34: SE/4 SE/4

Section 35: N/2 NE/4; SW/4 NE/4; SE/4 NW/4; E/2 SW/4; SW/4 SW/4

in the County of Sublette, State of Wyoming, containing 360.00 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases (including specifically coalbed methane gas). In addition to the above-described land, this Lease and the term "Leased Premises" also covers lands that are owned or claimed by the Lessor by one of the following reasons: (1) all lands and rights acquired by Lessor by avulsion, accretion, reliction, or otherwise as a result of a change in the boundary or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to Lessor in any lake, stream, or river traversing or adjoining the lands described above by virtue of Lessor's ownership of the lands described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to Lessor by virtue of Lessor's ownership of the lands described above; (4) all strips of land adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the lands are located; and (5) all interests in the lands described above that Lessor may acquire hereafter by reversion or otherwise. In consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This Lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of Five (5) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are capable of being produced in paying quantities from the Leased Premises or from lands pooled or unitized therewith or this Lease is otherwise maintained in effect pursuant to the provisions hereof. For purposes of this Lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this Lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence and continue any operations during the primary term of this Lease.

3. **Royalty Payment.** Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth (1/8) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, less a proportionate part of any ad valorem taxes and production, severance or other excise taxes and the costs incurred by Lessee in delivering, treating or otherwise marketing such oil or other liquid hydrocarbons, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be one-eighth (1/8) of the market value of such gas or substances determined at the well, which value is less a proportionate part of any ad valorem taxes and production, severance, or other excise taxes and less a proportionate part of the costs incurred by Lessee in gathering, compressing, pressuring, heater treating, dehydrating, separating, storing, or transporting gas into a market pipeline. Royalties may be paid based on an index price derived from Inside FERC or other valid oil and gas industry publications, adjusted for transportation costs and related fees, and such index price shall constitute market value for the purposes of this clause. Lessee shall have the continuing right to sell such production to itself or an affiliate.)

If, at the end of the primary term or any time thereafter, one or more wells on the Leased Premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee (including a well completed for the production of coalbed methane gas during the times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring), such well or wells shall nevertheless be deemed to be producing in paying quantities and this Lease shall continue in force during all of the time while such well or wells are shut-in, whether before or after the expiration of the primary term. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such well, but shall be under no obligation to market the oil or gas under terms, conditions, or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not being sold by Lessee, then Lessee shall pay an aggregate shut-in royalty of one dollar per net mineral acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before 30 days following the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the Leased Premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. **Depository Agent.** All shut-in royalty payments under this lease shall be paid or tendered to Lessor at Address Above or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of the Leased Premises. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of Lessor and on Lessor's successors in interest or assigns.

5. **Operations.** If, at the end of the primary term of this Lease, there is no well located upon the Leased Premises or on lands pooled or unitized therewith capable of producing oil or gas or other substances covered by the Lease in paying quantities, and this Lease is not otherwise being maintained in force, but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this Lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is a well producing or capable of producing in paying quantities from the Leased Premises or lands pooled therewith.

If, after the expiration of the primary term of this Lease, all production (whether or not in paying quantities) permanently ceases from any cause and this lease is not otherwise being maintained in force, it shall nevertheless remain in force if Lessee commences operations for reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production in an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the Leased Premises or lands pooled therewith within 90 days after such cessation of all production and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is a well producing or capable of producing in paying quantities from the Leased Premises or lands pooled therewith.

For purposes of this Lease, drilling operations shall be deemed to be commenced for a new well at such time as the Lessee has begun the construction of the well site location or the road that provides access to the well site location, and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production at such time as Lessee has the requisite equipment for such operations at the well site.

After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the Leased Premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the Leased Premises as to formations then capable of producing in paying quantities on the Leased Premises or lands pooled therewith, or (b) protect the Leased Premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. **Pooling.** Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the leased premises 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 similar authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil and gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation which declaration shall describe the unit. Any unit may include land upon which a well has heretofore been completed or upon which drilling operations have been commenced. Production, drilling or reworking operations or a well shut-in for any reason anywhere on a unit which includes all or a part of the Leased Premises shall be treated as if it were production, drilling or reworking operations or a well shut-in under this Lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this Lease: such allocation shall be that proportion of the unit production that the total number of surface acres covered by this Lease and included in the unit bears to the total number of surface acres in such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

In addition, Lessee shall have the right to unitize, pool, or combine all or any part of the Leased Premises as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this Lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development and 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, the Leased Premises, or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to

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7. **Proportionate Reductions.** If Lessor owns less than the full mineral estate in all or any part of the Leased Premises, the royalties and shut-in royalties payable hereunder for any well on any part of the Leased Premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the Leased Premises bears to the full mineral estate in such part of the Leased Premises.

8. **Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this Lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this Lease then held by each.

9. **Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this Lease as to a full or undivided interest in all or any portion of the area covered by this Lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the Leased Premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the Leased Premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the Leased Premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the Leased Premises or lands pooled or unitized therewith, the ancillary rights granted herein shall apply (a) to the entire Leased Premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this Lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the Leased Premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the Leased Premises or other lands of Lessor used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the Leased Premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the Leased Premises or such other lands during the term of this Lease or within a reasonable time thereafter.

11. **Breach or Default.** No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has been given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. If this Lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

12. **Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the Leased Premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

13. **Force Majeure.** Lessee's obligations under this Lease, whether express or implied shall be subject to all applicable federal, state, county or municipal laws, rules, regulations, permits and orders, including restrictions on drilling, operations and production, regulation of price or the transportation of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented, delayed, interrupted or suspended by or is in conflict with such federal, state, county or municipal laws, rules, regulations, permits, orders asserted as official by or under public authority claiming jurisdiction or by inability to obtain the necessary permits, equipment, services, material, water, electricity, fuel, access or easements, an act of God, fire, flood, adverse weather conditions, market conditions, war, strikes, labor conditions, lockouts, sabotage, rebellion, insurrection, riot, inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production or any other cause, circumstance or condition not reasonably within Lessee's control, this Lease shall not be terminated, in whole or in part, nor shall Lessee be held liable for damages or breach of any express or implied covenants of the Lease for failure to comply with any such obligations or covenants if compliance is prevented, delayed or hindered by or is in conflict with any such circumstances. At Lessee's option, the period of such prevention or delay during the primary term shall be added to the term hereof.

14. **Waiver of Homestead and Dower.** Lessor, and each of them if there be more than one, hereby release and waive all rights under and by virtue of the homestead laws of this state.

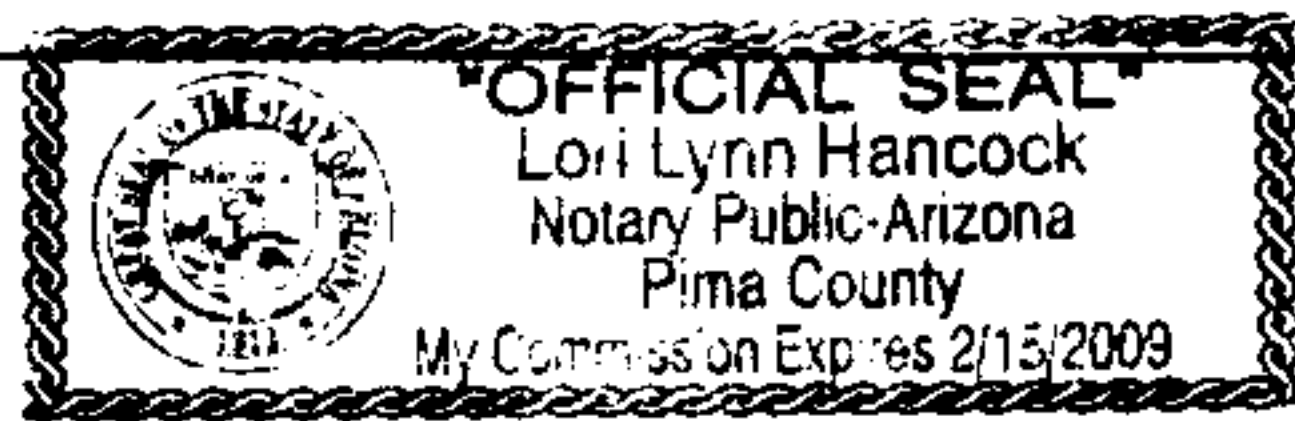
IN WITNESS WHEREOF, this Lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this Lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)

x Marge Selleyei
Marge Selleyei

STATE OF Arizona
COUNTY OF Pima

ACKNOWLEDGEMENTS
INDIVIDUAL



On this 24th day of OCTOBER, 2005, before me, the undersigned Notary Public in and for said county and state, personally appeared Marge Selleyei known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

My Commission Expires _____

Lori Lynn Hancock
Print name: _____
Notary Public

RECORDING INFORMATION

STATE OF Wyoming
COUNTY OF Sublette

This instrument was filed for record on the _____ day of _____, 20____, at _____ o'clock ____ M., and duly recorded in Book _____, Page _____, of the _____ records of this office.

By: _____
Clerk (or Deputy)

PAID UP OIL AND GAS LEASE

THIS LEASE AGREEMENT is made as of the 6th day of October, 2005 between Catherine Canestrini whose address is 207 Dickson Street, Rock Springs, WY 82901 as "Lessor" (whether one or more) and RedSky Land, LLC whose address is P.O. Box 5936, Edmond, OK 73083-5396 as "Lessee".

1. **Description.** Lessor in consideration of a cash bonus and other good and valuable consideration, in hand paid and the covenants herein contained, hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called "Leased Premises":

TOWNSHIP 29 NORTH, RANGE 106 WEST of the 6th P. M.
Section 26: SE/4 SE/4
Section 34: SE/4 SE/4
Section 35: N/2 NE/4; SW/4 NE/4; SE/4 NW/4; E/2 SW/4; SW/4 SW/4

in the County of Sublette, State of Wyoming, containing 360.00 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases (including specifically coalbed methane gas). In addition to the above-described land, this Lease and the term "Leased Premises" also covers lands that are owned or claimed by the Lessor by one of the following reasons: (1) all lands and rights acquired by Lessor by avulsion, accretion, reliction, or otherwise as a result of a change in the boundary or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to Lessor in any lake, stream, or river traversing or adjoining the lands described above by virtue of Lessor's ownership of the lands described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to Lessor by virtue of Lessor's ownership of the lands described above; (4) all strips of land adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the lands are located; and (5) all interests in the lands described above that Lessor may acquire hereafter by reversion or otherwise. In consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This Lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of Five (5) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are capable of being produced in paying quantities from the Leased Premises or from lands pooled or unitized therewith or this Lease is otherwise maintained in effect pursuant to the provisions hereof. For purposes of this Lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this Lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence and continue any operations during the primary term of this Lease.

3. **Royalty Payment.** Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth (1/8) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, less a proportionate part of any ad valorem taxes and production, severance or other excise taxes and the costs incurred by Lessee in delivering, treating or otherwise marketing such oil or other liquid hydrocarbons, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be one-eighth (1/8) of the market value of such gas or substances determined at the well, which value is less a proportionate part of any ad valorem taxes and production, severance, or other excise taxes and less a proportionate part of the costs incurred by Lessee in gathering, compressing, pressurizing, heater treating, dehydrating, separating, storing, or transporting gas into a market pipeline. Royalties may be paid based on an index price derived from Inside FERC or other valid oil and gas industry publications, adjusted for transportation costs and related fees, and such index price shall constitute market value for the purposes of this clause. Lessee shall have the continuing right to sell such production to itself or an affiliate.)

If, at the end of the primary term or any time thereafter, one or more wells on the Leased Premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee (including a well completed for the production of coalbed methane gas during the times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring), such well or wells shall nevertheless be deemed to be producing in paying quantities and this Lease shall continue in force during all of the time while such well or wells are shut-in, whether before or after the expiration of the primary term. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such well, but shall be under no obligation to market the oil or gas under terms, conditions, or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not being sold by Lessee, then Lessee shall pay an aggregate shut-in royalty of one dollar per net mineral acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before 30 days following the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the Leased Premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. **Depository Agent.** All shut-in royalty payments under this lease shall be paid or tendered to Lessor at Address Above or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of the Leased Premises. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of Lessor and on Lessor's successors in interest or assigns.

5. **Operations.** If, at the end of the primary term of this Lease, there is no well located upon the Leased Premises or on lands pooled or unitized therewith capable of producing oil or gas or other substances covered by the Lease in paying quantities, and this Lease is not otherwise being maintained in force, but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this Lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is a well producing or capable of producing in paying quantities from the Leased Premises or lands pooled therewith.

If, after the expiration of the primary term of this Lease, all production (whether or not in paying quantities) permanently ceases from any cause and this lease is not otherwise being maintained in force, it shall nevertheless remain in force if Lessee commences operations for reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production in an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the Leased Premises or lands pooled therewith within 90 days after such cessation of all production and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is a well producing or capable of producing in paying quantities from the Leased Premises or lands pooled therewith.

For purposes of this Lease, drilling operations shall be deemed to be commenced for a new well at such time as the Lessee has begun the construction of the well site location or the road that provides access to the well site location, and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production at such time as lessee has the requisite equipment for such operations at the well site.

After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the Leased Premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the Leased Premises as to formations then capable of producing in paying quantities on the Leased Premises or lands pooled therewith, or (b) protect the Leased Premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. **Pooling.** Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the leased premises 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 similar authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil and gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation which declaration shall describe the unit. Any unit may include land upon which a well has heretofore been completed or upon which drilling operations have been commenced. Production, drilling or reworking operations or a well shut-in for any reason anywhere on a unit which includes all or a part of the Leased Premises shall be treated as if it were production, drilling or reworking operations or a well shut-in under this Lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this Lease: such allocation shall be that proportion of the unit production that the total number of surface acres covered by this Lease and included in the unit bears to the total number of surface acres in such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

In addition, Lessee shall have the right to unitize, pool, or combine all or any part of the Leased Premises as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this Lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this Lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this Lease shall not terminate or expire during the life of such plan or agreement. In the event, the Leased Premises, or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to

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7. **Proportionate Reductions.** If Lessor owns less than the full mineral estate in all or any part of the Leased Premises, the royalties and shut-in royalties payable hereunder for any well on any part of the Leased Premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the Leased Premises bears to the full mineral estate in such part of the Leased Premises.

8. **Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this Lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this Lease then held by each.

9. **Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this Lease as to a full or undivided interest in all or any portion of the area covered by this Lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the Leased Premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the Leased Premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the Leased Premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the Leased Premises or lands pooled or unitized therewith, the ancillary rights granted herein shall apply (a) to the entire Leased Premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this Lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the Leased Premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the Leased Premises or other lands of Lessor used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the Leased Premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the Leased Premises or such other lands during the term of this Lease or within a reasonable time thereafter.

11. **Breach or Default.** No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this Lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. If this Lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

12. **Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the Leased Premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

13. **Force Majeure.** Lessee's obligations under this Lease, whether express or implied shall be subject to all applicable federal, state, county or municipal laws, rules, regulations, permits and orders, including restrictions on drilling, operations and production, regulation of price or the transportation of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented, delayed, interrupted or suspended by or is in conflict with such federal, state, county or municipal laws, rules, regulations, permits, orders asserted as official by or under public authority claiming jurisdiction or by inability to obtain the necessary permits, equipment, services, material, water, electricity, fuel, access or easements, an act of God, fire, flood, adverse weather conditions, market conditions, war, strikes, labor conditions, lockouts, sabotage, rebellion, insurrection, riot, inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production or any other cause, circumstance or condition not reasonably within Lessee's control, this Lease shall not be terminated, in whole or in part, nor shall Lessee be held liable for damages or breach of any express or implied covenants of the Lease for failure to comply with any such obligations or covenants if compliance is prevented, delayed or hindered by or is in conflict with any such circumstances. At Lessee's option, the period of such prevention or delay during the primary term shall be added to the term hereof.

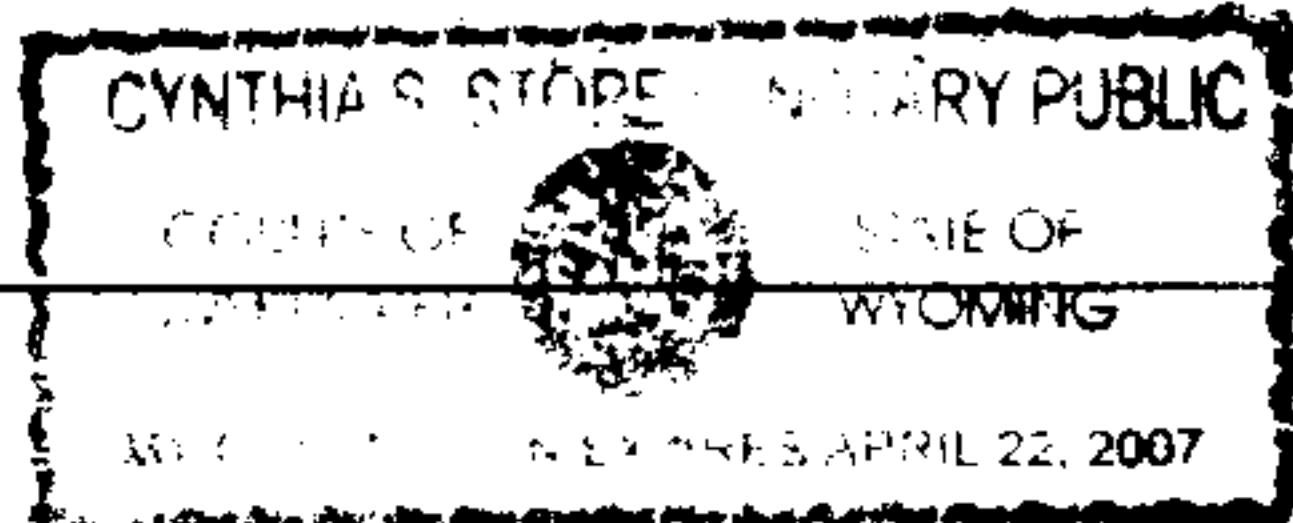
14. **Waiver of Homestead and Dower.** Lessor, and each of them if there be more than one, hereby release and waive all rights under and by virtue of the homestead laws of this state.

IN WITNESS WHEREOF, this Lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this Lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)

X Catherine Canestrini

Catherine Canestrini



ACKNOWLEDGEMENTS

STATE OF _____

INDIVIDUAL

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned Notary Public in and for said county and state, personally appeared Catherine Canestrini known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

My Commission Expires _____

Print name: _____

Notary Public

RECORDING INFORMATION

STATE OF Wyoming

COUNTY OF Sublette

This instrument was filed for record on the _____ day of _____, 20____, at _____ o'clock ____M., and duly

recorded in Book _____, Page _____, of the _____ records of this office.

By: _____
Clerk (or Deputy)

THIS LEASE AGREEMENT is made as of the 5th day of October, 2005 between Joseph J. Erramouspe whose address is 217 Aspen Way, Rock Springs, WY 82901 as "Lessor" (whether one or more) and RedSky Land, LLC whose address is P.O. Box 5936, Edmond, OK 73083-5396 as "Lessee".

1. **Description.** Lessor in consideration of a cash bonus and other good and valuable consideration, in hand paid and the covenants herein contained, hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called "Leased Premises":

TOWNSHIP 29 NORTH, RANGE 106 WEST of the 6th P. M.

Section 26: SE/4 SE/4

Section 34: SE/4 SE/4

Section 35: N/2 NE/4; SW/4 NE/4; SE/4 NW/4; E/2 SW/4; SW/4 SW/4

in the County of Sublette, State of Wyoming, containing 380.00 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases (including specifically coalbed methane gas). In addition to the above-described land, this Lease and the term "Leased Premises" also covers lands that are owned or claimed by the Lessor by one of the following reasons: (1) all lands and rights acquired by Lessor by avulsion, accretion, reliction, or otherwise as a result of a change in the boundary or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to Lessor in any lake, stream, or river traversing or adjoining the lands described above by virtue of Lessor's ownership of the lands described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to Lessor by virtue of Lessor's ownership of the lands described above; (4) all strips of land adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the lands are located; and (5) all interests in the lands described above that Lessor may acquire hereafter by reversion or otherwise. In consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This Lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of Five (5) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are capable of being produced in paying quantities from the Leased Premises or from lands pooled or unitized therewith or this Lease is otherwise maintained in effect pursuant to the provisions hereof. For purposes of this Lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this Lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence and continue any operations during the primary term of this Lease.

3. **Royalty Payment.** Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth (1/8) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, less a proportionate part of any ad valorem taxes and production, severance or other excise taxes and the costs incurred by Lessee in delivering, treating or otherwise marketing such oil or other liquid hydrocarbons, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be one-eighth (1/8) of the market value of such gas or substances determined at the well, which value is less a proportionate part of any ad valorem taxes and production, severance, or other excise taxes and less a proportionate part of the costs incurred by Lessee in gathering, compressing, pressurizing, heater treating, dehydrating, separating, storing, or transporting gas into a market pipeline. Royalties may be paid based on an index price derived from inside FERC or other valid oil and gas industry publications, adjusted for transportation costs and related fees, and such index price shall constitute market value for the purposes of this clause. Lessee shall have the continuing right to sell such production to itself or an affiliate.)

If, at the end of the primary term or any time thereafter, one or more wells on the Leased Premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee (including a well completed for the production of coalbed methane gas during the times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring), such well or wells shall nevertheless be deemed to be producing in paying quantities and this Lease shall continue in force during all of the time while such well or wells are shut-in, whether before or after the expiration of the primary term. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such well, but shall be under no obligation to market the oil or gas under terms, conditions, or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not being sold by Lessee, then Lessee shall pay an aggregate shut-in royalty of one dollar per net mineral acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before 30 days following the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the Leased Premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. **Depository Agent.** All shut-in royalty payments under this lease shall be paid or tendered to Lessor at Address Above or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of the Leased Premises. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of Lessor and on Lessor's successors in interest or assigns.

5. **Operations.** If, at the end of the primary term of this Lease, there is no well located upon the Leased Premises or on lands pooled or unitized therewith capable of producing oil or gas or other substances covered by the Lease in paying quantities, and this Lease is not otherwise being maintained in force, but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this Lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is a well producing or capable of producing in paying quantities from the Leased Premises or lands pooled therewith.

If, after the expiration of the primary term of this Lease, all production (whether or not in paying quantities) permanently ceases from any cause and this lease is not otherwise being maintained in force, it shall nevertheless remain in force if Lessee commences operations for reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production in an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the Leased Premises or lands pooled therewith within 90 days after such cessation of all production and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is a well producing or capable of producing in paying quantities from the Leased Premises or lands pooled therewith.

For purposes of this Lease, drilling operations shall be deemed to be commenced for a new well at such time as the Lessee has begun the construction of the well site location or the road that provides access to the well site location, and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production at such time as lessee has the requisite equipment for such operations at the well site.

After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the Leased Premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the Leased Premises as to formations then capable of producing in paying quantities on the Leased Premises or lands pooled therewith, or (b) protect the Leased Premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. **Pooling.** Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the leased premises 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 similar authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil and gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation which declaration shall describe the unit. Any unit may include land upon which a well has heretofore been completed or upon which drilling operations have been commenced. Production, drilling or reworking operations or a well shut-in for any reason anywhere on a unit which includes all or a part of the Leased Premises shall be treated as if it were production, drilling or reworking operations or a well shut-in under this Lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this Lease: such allocation shall be that proportion of the unit production that the total number of surface acres covered by this Lease and included in the unit bears to the total number of surface acres in such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

In addition, Lessee shall have the right to unitize, pool, or combine all or any part of the Leased Premises as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this Lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this Lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this Lease shall not terminate or expire during the life of such plan or agreement. In the event, the Leased Premises, or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to

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7. **Proportionate Reductions.** If Lessor owns less than the full mineral estate in all or any part of the Leased Premises, the royalties and shut-in royalties payable hereunder for any well on any part of the Leased Premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the Leased Premises bears to the full mineral estate in such part of the Leased Premises.

8. **Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this Lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this Lease then held by each.

9. **Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this Lease as to a full or undivided interest in all or any portion of the area covered by this Lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the Leased Premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the Leased Premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the Leased Premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the Leased Premises or lands pooled or unitized therewith, the ancillary rights granted herein shall apply (a) to the entire Leased Premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this Lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the Leased Premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the Leased Premises or other lands of Lessor used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the Leased Premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the Leased Premises or such other lands during the term of this Lease or within a reasonable time thereafter.

11. **Breach or Default.** No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this Lease shall not be forfeited or canceled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. If this Lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

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13. **Force Majeure.** Lessee's obligations under this Lease, whether express or implied shall be subject to all applicable federal, state, county or municipal laws, rules, regulations, permits and orders, including restrictions on drilling, operations and production, regulation of price or the transportation of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented, delayed, interrupted or suspended by or is in conflict with such federal, state, county or municipal laws, rules, regulations, permits, orders asserted as official by or under public authority claiming jurisdiction or by inability to obtain the necessary permits, equipment, services, material, water, electricity, fuel, access or easements, an act of God, fire, flood, adverse weather conditions, market conditions, war, strikes, labor conditions, lockouts, sabotage, rebellion, insurrection, riot, inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production or any other cause, circumstance or condition not reasonably within Lessee's control, this Lease shall not be terminated, in whole or in part, nor shall Lessee be held liable for damages or breach of any express or implied covenants of the Lease for failure to comply with any such obligations or covenants if compliance is prevented, delayed or hindered by or is in conflict with any such circumstances. At Lessee's option, the period of such prevention or delay during the primary term shall be added to the term hereof.

14. **Waiver of Homestead and Dower.** Lessor, and each of them if there be more than one, hereby release and waive all rights under and by virtue of the homestead laws of this state.

IN WITNESS WHEREOF, this Lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this Lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)

X _____
Joseph J. Erramouspe

ACKNOWLEDGEMENTS

STATE OF _____

INDIVIDUAL

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned Notary Public in and for said county and state, personally appeared Joseph J. Erramouspe known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

My Commission Expires _____

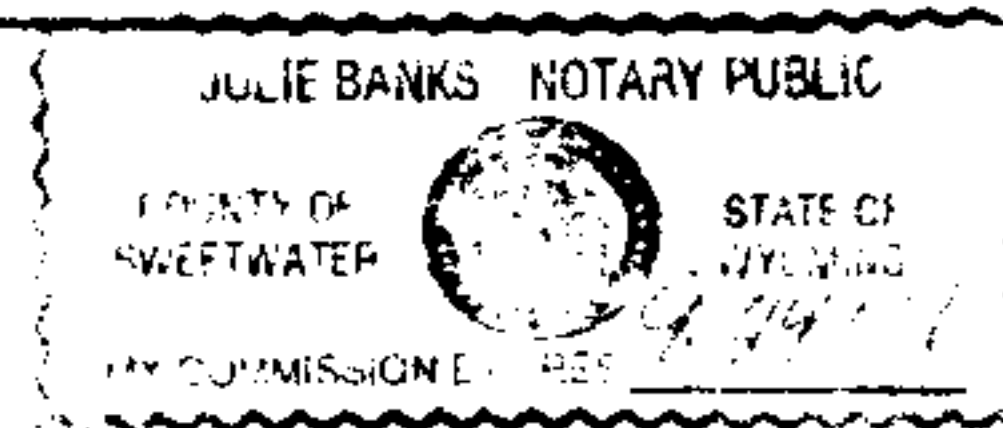
Print name: _____

Notary Public

RECORDING INFORMATION

STATE OF Wyoming

COUNTY OF Sublette



This instrument was filed for record on the _____ day of _____, 20____, at _____ o'clock ____ M., and duly

recorded in Book _____, Page _____, of the _____ records of this office.

By: _____
Clerk (or Deputy)

THIS LEASE AGREEMENT is made as of the 5th day of October, 2005 between John B. Erramouspe whose address is 1319 Edgar Street, Rock Springs, WY 82901 as "Lessor" (whether one or more) and RedSky Land, LLC whose address is P.O. Box 5936, Edmond, OK 73083-5396 as "Lessee".

1. **Description.** Lessor in consideration of a cash bonus and other good and valuable consideration, in hand paid and the covenants herein contained, hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called "Leased Premises":

TOWNSHIP 23 NORTH, RANGE 106 WEST of the 6th P. M.

Section 26: SE/4 SE/4

Section 34: SE/4 SE/4

Section 35: N/2 NE/4; SW/4 NE/4; SE/4 NW/4; E/2 SW/4; SW/4 SW/4

in the County of Sublette, State of Wyoming, containing 360.00 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases (including specifically coalbed methane gas). In addition to the above-described land, this Lease and the term "Leased Premises" also covers lands that are owned or claimed by the Lessor by one of the following reasons: (1) all lands and rights acquired by Lessor by avulsion, accretion, reliction, or otherwise as a result of a change in the boundary or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to Lessor in any lake, stream, or river traversing or adjoining the lands described above by virtue of Lessor's ownership of the lands described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to Lessor by virtue of Lessor's ownership of the lands described above; (4) all strips of land adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the lands are located; and (5) all interests in the lands described above that Lessor may acquire hereafter by reversion or otherwise. In consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This Lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of Five (5) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are capable of being produced in paying quantities from the Leased Premises or from lands pooled or unitized therewith or this Lease is otherwise maintained in effect pursuant to the provisions hereof. For purposes of this Lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this Lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence and continue any operations during the primary term of this Lease.

3. **Royalty Payment.** Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth (1/8) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, less a proportionate part of any ad valorem taxes and production, severance or other excise taxes and the costs incurred by Lessee in delivering, treating or otherwise marketing such oil or other liquid hydrocarbons, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be one-eighth (1/8) of the market value of such gas or substances determined at the well, which value is less a proportionate part of any ad valorem taxes and production, severance, or other excise taxes and less a proportionate part of the costs incurred by Lessee in gathering, compressing, pressurizing, heater treating, dehydrating, separating, storing, or transporting gas into a market pipeline. Royalties may be paid based on an index price derived from inside FERC or other valid oil and gas industry publications, adjusted for transportation costs and related fees, and such index price shall constitute market value for the purposes of this clause. Lessee shall have the continuing right to sell such production to itself or an affiliate.)

If, at the end of the primary term or any time thereafter, one or more wells on the Leased Premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee (including a well completed for the production of coalbed methane gas during the times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring), such well or wells shall nevertheless be deemed to be producing in paying quantities and this Lease shall continue in force during all of the time while such well or wells are shut-in, whether before or after the expiration of the primary term. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such well, but shall be under no obligation to market the oil or gas under terms, conditions, or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not being sold by Lessee, then Lessee shall pay an aggregate shut-in royalty of one dollar per net mineral acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before 30 days following the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the Leased Premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. **Depository Agent.** All shut-in royalty payments under this lease shall be paid or tendered to Lessor at Address Above or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of the Leased Premises. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of Lessor and on Lessor's successors in interest or assigns.

5. **Operations.** If, at the end of the primary term of this Lease, there is no well located upon the Leased Premises or on lands pooled or unitized therewith capable of producing oil or gas or other substances covered by the Lease in paying quantities, and this Lease is not otherwise being maintained in force, but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this Lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is a well producing or capable of producing in paying quantities from the Leased Premises or lands pooled therewith.

If, after the expiration of the primary term of this Lease, all production (whether or not in paying quantities) permanently ceases from any cause and this lease is not otherwise being maintained in force, it shall nevertheless remain in force if Lessee commences operations for reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production in an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the Leased Premises or lands pooled therewith within 90 days after such cessation of all production and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is a well producing or capable of producing in paying quantities from the Leased Premises or lands pooled therewith.

For purposes of this Lease, drilling operations shall be deemed to be commenced for a new well at such time as the Lessee has begun the construction of the well site location or the road that provides access to the well site location, and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production at such time as lessee has the requisite equipment for such operations at the well site.

After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the Leased Premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the Leased Premises as to formations then capable of producing in paying quantities on the Leased Premises or lands pooled therewith, or (b) protect the Leased Premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. **Pooling.** Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the leased premises 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 similar authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil and gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation which declaration shall describe the unit. Any unit may include land upon which a well has heretofore been completed or upon which drilling operations have been commenced. Production, drilling or reworking operations or a well shut-in for any reason anywhere on a unit which includes all or a part of the Leased Premises shall be treated as if it were production, drilling or reworking operations or a well shut-in under this Lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this Lease: such allocation shall be that proportion of the unit production that the total number of surface acres covered by this Lease and included in the unit bears to the total number of surface acres in such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

In addition, Lessee shall have the right to unitize, pool, or combine all or any part of the Leased Premises as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this Lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this Lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this Lease shall not terminate or expire during the life of such plan or agreement. In the event, the Leased Premises, or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to

7. **Proportionate Reductions.** If Lessor owns less than the full mineral estate in all or any part of the Leased Premises, the royalties and shut-in royalties payable hereunder for any well on any part of the Leased Premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the Leased Premises bears to the full mineral estate in such part of the Leased Premises.

8. **Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this Lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this Lease then held by each.

9. **Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this Lease as to a full or undivided interest in all or any portion of the area covered by this Lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the Leased Premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the Leased Premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the Leased Premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the Leased Premises or lands pooled or unitized therewith, the ancillary rights granted herein shall apply (a) to the entire Leased Premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this Lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the Leased Premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the Leased Premises or other lands of Lessor used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the Leased Premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the Leased Premises or such other lands during the term of this Lease or within a reasonable time thereafter.

11. **Breach or Default.** No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this Lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. If this Lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

12. **Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the Leased Premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

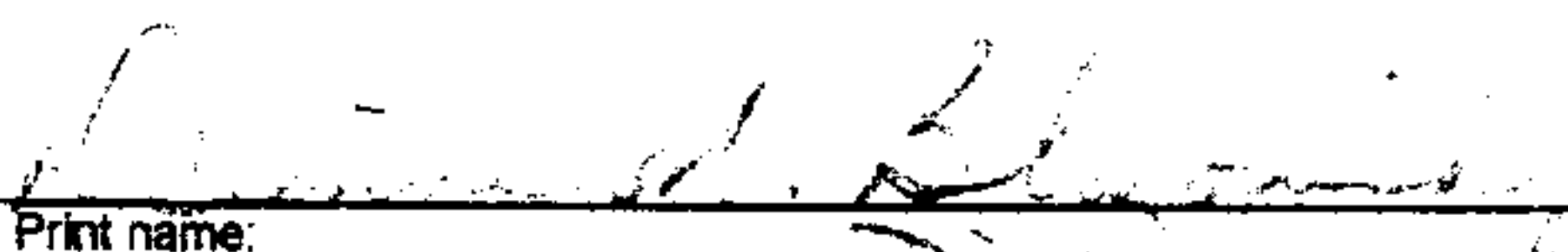
13. **Force Majeure.** Lessee's obligations under this Lease, whether express or implied shall be subject to all applicable federal, state, county or municipal laws, rules, regulations, permits and orders, including restrictions on drilling, operations and production, regulation of price or the transportation of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented, delayed, interrupted or suspended by or is in conflict with such federal, state, county or municipal laws, rules, regulations, permits, orders asserted as official by or under public authority claiming jurisdiction or by inability to obtain the necessary permits, equipment, services, material, water, electricity, fuel, access or easements, an act of God, fire, flood, adverse weather conditions, market conditions, war, strikes, labor conditions, lockouts, sabotage, rebellion, insurrection, riot, inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production or any other cause, circumstance or condition not reasonably within Lessee's control, this Lease shall not be terminated, in whole or in part, nor shall Lessee be held liable for damages or breach of any express or implied covenants of the Lease for failure to comply with any such obligations or covenants if compliance is prevented, delayed or hindered by or is in conflict with any such circumstances. At Lessee's option, the period of such prevention or delay during the primary term shall be added to the term hereof.

14. **Waiver of Homestead and Dower.** Lessor, and each of them if there be more than one, hereby release and waive all rights under and by virtue of the homestead laws of this state.

IN WITNESS WHEREOF, this Lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this Lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)


John B. Erramouspe

STATE OF <u>Wyoming</u>	ACKNOWLEDGEMENTS	DIANNE M. BLAZOVICH NOTARY PUBLIC
COUNTY OF <u>Sweetwater</u>	INDIVIDUAL	COUNTY OF <u>Sweetwater</u> STATE OF <u>WYOMING</u>
On this <u>14th</u> day of <u>August</u> , 20 <u>05</u> , before me, the undersigned Notary Public in and for said county and state, personally appeared John B. Erramouspe known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.		
My Commission Expires <u>2-25-2006</u>	 Print name: _____	Notary Public <u>Dianne M. Blazovich</u>

RECORDING INFORMATION

STATE OF Wyoming

COUNTY OF Sublette

This instrument was filed for record on the _____ day of _____, 20____, at _____ o'clock ____ M., and duly recorded in Book _____, Page _____, of the _____ records of this office.

By: _____ Clerk (or Deputy)

THIS LEASE AGREEMENT is made as of the 5th day of October, 2005 between G & E Livestock, Inc. by John B. Erramoupe, President whose address is 1319 Edgar Street, Rock Springs, WY 82901 as "Lessor" (whether one or more) and RedSky Land, LLC whose address is P.O. Box 5936, Edmond, OK 73083-5396 as "Lessee".

1. Description. Lessor in consideration of a cash bonus and other good and valuable consideration, in hand paid and the covenants herein contained, hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called "Leased Premises":

TOWNSHIP 29 NORTH, RANGE 106 WEST of the 6th P. M.

Section 26: SE/4 SE/4

Section 34: SE/4 SE/4

Section 35: N/2 NE/4; SW/4 NE/4; SE/4 NW/4; E/2 SW/4; SW/4 SW/4

in the County of Sublette, State of Wyoming, containing 360.00 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases (including specifically coalbed methane gas). In addition to the above-described land, this Lease and the term "Leased Premises" also covers lands that are owned or claimed by the Lessor by one of the following reasons: (1) all lands and rights acquired by Lessor by avulsion, accretion, reliction, or otherwise as a result of a change in the boundary or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to Lessor in any lake, stream, or river traversing or adjoining the lands described above by virtue of Lessor's ownership of the lands described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to Lessor by virtue of Lessor's ownership of the lands described above; (4) all strips of land adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the lands are located; and (5) all interests in the lands described above that Lessor may acquire hereafter by reversion or otherwise. In consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. Term of Lease. This Lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of Five (5) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are capable of being produced in paying quantities from the Leased Premises or from lands pooled or unitized therewith or this Lease is otherwise maintained in effect pursuant to the provisions hereof. For purposes of this Lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this Lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence and continue any operations during the primary term of this Lease.

3. Royalty Payment. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth (1/8) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, less a proportionate part of any ad valorem taxes and production, severance or other excise taxes and the costs incurred by Lessee in delivering, treating or otherwise marketing such oil or other liquid hydrocarbons, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be one-eighth (1/8) of the market value of such gas or substances determined at the well, which value is less a proportionate part of any ad valorem taxes and production, severance, or other excise taxes and less a proportionate part of the costs incurred by Lessee in gathering, compressing, pressurizing, heater treating, dehydrating, separating, storing, or transporting gas into a market pipeline. Royalties may be paid based on an index price derived from Inside FERC or other valid oil and gas industry publications, adjusted for transportation costs and related fees, and such index price shall constitute market value for the purposes of this clause. Lessee shall have the continuing right to sell such production to itself or an affiliate.)

If, at the end of the primary term or any time thereafter, one or more wells on the Leased Premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee (including a well completed for the production of coalbed methane gas during the times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring), such well or wells shall nevertheless be deemed to be producing in paying quantities and this Lease shall continue in force during all of the time while such well or wells are shut-in, whether before or after the expiration of the primary term. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such well, but shall be under no obligation to market the oil or gas under terms, conditions, or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not being sold by Lessee, then Lessee shall pay an aggregate shut-in royalty of one dollar per net mineral acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before 30 days following the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the Leased Premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. Depository Agent. All shut-in royalty payments under this lease shall be paid or tendered to Lessor at Address Above or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of the Leased Premises. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of Lessor and on Lessor's successors in interest or assigns.

5. Operations. If, at the end of the primary term of this Lease, there is no well located upon the Leased Premises or on lands pooled or unitized therewith capable of producing oil or gas or other substances covered by the Lease in paying quantities, and this Lease is not otherwise being maintained in force, but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this Lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is a well producing or capable of producing in paying quantities from the Leased Premises or lands pooled therewith.

If, after the expiration of the primary term of this Lease, all production (whether or not in paying quantities) permanently ceases from any cause and this lease is not otherwise being maintained in force, it shall nevertheless remain in force if Lessee commences operations for reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production in an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the Leased Premises or lands pooled therewith within 90 days after such cessation of all production and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is a well producing or capable of producing in paying quantities from the Leased Premises or lands pooled therewith.

For purposes of this Lease, drilling operations shall be deemed to be commenced for a new well at such time as the Lessee has begun the construction of the well site location or the road that provides access to the well site location, and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production at such time as Lessee has the requisite equipment for such operations at the well site.

After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the Leased Premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the Leased Premises as to formations then capable of producing in paying quantities on the Leased Premises or lands pooled therewith, or (b) protect the Leased Premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Pooling. Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the leased premises 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 similar authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil and gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation which declaration shall describe the unit. Any unit may include land upon which a well has heretofore been completed or upon which drilling operations have been commenced. Production, drilling or reworking operations or a well shut-in for any reason anywhere on a unit which includes all or a part of the Leased Premises shall be treated as if it were production, drilling or reworking operations or a well shut-in under this Lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this Lease: such allocation shall be that proportion of the unit production that the total number of surface acres covered by this Lease and included in the unit bears to the total number of surface acres in such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

In addition, Lessee shall have the right to unitize, pool, or combine all or any part of the Leased Premises as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this Lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this Lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this Lease shall not terminate or expire during the life of such plan or agreement. In the event, the Leased Premises, or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as

Lessor shall be based upon production only as so allocated.

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7. **Proportionate Reductions.** If Lessor owns less than the full mineral estate in all or any part of the Leased Premises, the royalties and shut-in royalties payable hereunder for any well on any part of the Leased Premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the Leased Premises bears to the full mineral estate in such part of the Leased Premises.

8. **Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this Lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this Lease then held by each.

9. **Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this Lease as to a full or undivided interest in all or any portion of the area covered by this Lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the Leased Premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the Leased Premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the Leased Premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the Leased Premises or lands pooled or unitized therewith, the ancillary rights granted herein shall apply (a) to the entire Leased Premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this Lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the Leased Premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the Leased Premises or other lands of Lessor used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the Leased Premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the Leased Premises or such other lands during the term of this Lease or within a reasonable time thereafter.

11. **Breach or Default.** No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this Lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. If this Lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

12. **Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the Leased Premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

13. **Force Majeure.** Lessee's obligations under this Lease, whether express or implied shall be subject to all applicable federal, state, county or municipal laws, rules, regulations, permits and orders, including restrictions on drilling, operations and production, regulation of price or the transportation of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented, delayed, interrupted or suspended by or is in conflict with such federal, state, county or municipal laws, rules, regulations, permits, orders asserted as official by or under public authority claiming jurisdiction or by inability to obtain the necessary permits, equipment, services, material, water, electricity, fuel, access or easements, an act of God, fire, flood, adverse weather conditions, market conditions, war, strikes, labor conditions, lockouts, sabotage, rebellion, insurrection, riot, inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production or any other cause, circumstance or condition not reasonably within Lessee's control, this Lease shall not be terminated, in whole or in part, nor shall Lessee be held liable for damages or breach of any express or implied covenants of the Lease for failure to comply with any such obligations or covenants if compliance is prevented, delayed or hindered by or is in conflict with any such circumstances. At Lessee's option, the period of such prevention or delay during the primary term shall be added to the term hereof.

14. **Waiver of Homestead and Dower.** Lessor, and each of them if there be more than one, hereby release and waive all rights under and by virtue of the homestead laws of this state.

IN WITNESS WHEREOF, this Lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this Lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)

G & E Livestock, Inc.

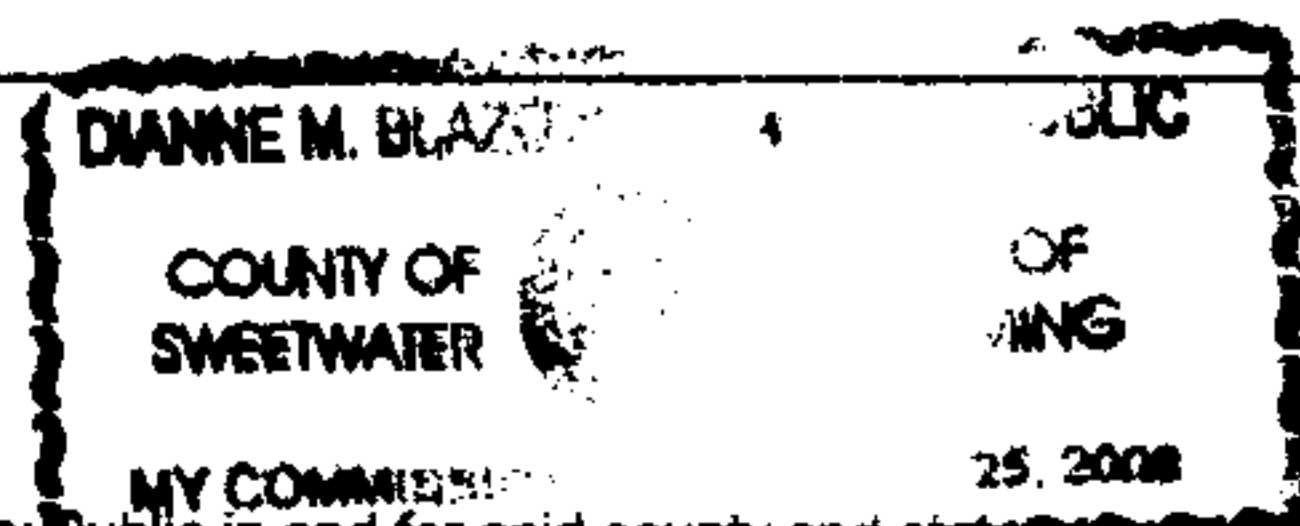
John B. Erramouspe, President
By: John B. Erramouspe, President

Attest: _____

ACKNOWLEDGEMENTS

STATE OF Wyoming
COUNTY OF Sweetwater

INDIVIDUAL



On this 22nd day of January, 2008, before me, the undersigned Notary Public in and for said county and state, John B. Erramouspe, President for G & E Livestock, Inc. known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

My Commission Expires 2-25-2008

Print name: _____

Notary Public Dianne M. Blazich

RECORDING INFORMATION

STATE OF Wyoming
COUNTY OF Sweetwater

This instrument was filed for record on the _____ day of _____, 20____, at _____ o'clock ____M., and duly recorded in Book _____, Page _____, of the _____ records of this office.

By: _____
Clerk (or Deputy)

PAID UP OIL AND GAS LEASE

THIS LEASE AGREEMENT is made as of the 5th day of October, 2005 between Anne Case whose address is 3564 Pasco de los Californianos, Oceanside, CA 92056 as "Lessor" (whether one or more) and RedSky Land, LLC whose address is P.O. Box 5936, Edmond, OK 73083-5396 as "Lessee".

1. **Description.** Lessor in consideration of a cash bonus and other good and valuable consideration, in hand paid and the covenants herein contained, hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called "Leased Premises":

TOWNSHIP 29 NORTH, RANGE 106 WEST of the 6th P. M.
Section 26: SE/4 SE/4
Section 34: SE/4 SE/4
Section 35: N/2 NE/4; SW/4 NE/4; SE/4 NW/4; E/2 SW/4; SW/4 SW/4

in the County of Sublette, State of Wyoming, containing 360.00 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases (including specifically coalbed methane gas). In addition to the above-described land, this Lease and the term "Leased Premises" also covers lands that are owned or claimed by the Lessor by one of the following reasons: (1) all lands and rights acquired by Lessor by avulsion, accretion, reliction, or otherwise as a result of a change in the boundary or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to Lessor in any lake, stream, or river traversing or adjoining the lands described above by virtue of Lessor's ownership of the lands described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to Lessor by virtue of Lessor's ownership of the lands described above; (4) all strips of land adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the lands are located; and (5) all interests in the lands described above that Lessor may acquire hereafter by reversion or otherwise. In consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This Lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of Five (5) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are capable of being produced in paying quantities from the Leased Premises or from lands pooled or unitized therewith or this Lease is otherwise maintained in effect pursuant to the provisions hereof. For purposes of this Lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this Lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence and continue any operations during the primary term of this Lease.

3. **Royalty Payment.** Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth (1/8) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, less a proportionate part of any ad valorem taxes and production, severance or other excise taxes and the costs incurred by Lessee in delivering, treating or otherwise marketing such oil or other liquid hydrocarbons, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be one-eighth (1/8) of the market value of such gas or substances determined at the well, which value is less a proportionate part of any ad valorem taxes and production, severance, or other excise taxes and less a proportionate part of the costs incurred by Lessee in gathering, compressing, pressurizing, heater treating, dehydrating, separating, storing, or transporting gas into a market pipeline. Royalties may be paid based on an index price derived from inside FERC or other valid oil and gas industry publications, adjusted for transportation costs and related fees, and such index price shall constitute market value for the purposes of this clause. Lessee shall have the continuing right to sell such production to itself or an affiliate.)

If, at the end of the primary term or any time thereafter, one or more wells on the Leased Premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee (including a well completed for the production of coalbed methane gas during the times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring), such well or wells shall nevertheless be deemed to be producing in paying quantities and this Lease shall continue in force during all of the time while such well or wells are shut-in, whether before or after the expiration of the primary term. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such well, but shall be under no obligation to market the oil or gas under terms, conditions, or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not being sold by Lessee, then Lessee shall pay an aggregate shut-in royalty of one dollar per net mineral acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before 30 days following the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the Leased Premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. **Depository Agent.** All shut-in royalty payments under this lease shall be paid or tendered to Lessor at Address Above or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of the Leased Premises. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of Lessor and on Lessor's successors in interest or assigns.

5. **Operations.** If, at the end of the primary term of this Lease, there is no well located upon the Leased Premises or on lands pooled or unitized therewith capable of producing oil or gas or other substances covered by the Lease in paying quantities, and this Lease is not otherwise being maintained in force, but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this Lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is a well producing or capable of producing in paying quantities from the Leased Premises or lands pooled therewith.

If, after the expiration of the primary term of this Lease, all production (whether or not in paying quantities) permanently ceases from any cause and this lease is not otherwise being maintained in force, it shall nevertheless remain in force if Lessee commences operations for reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production in an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the Leased Premises or lands pooled therewith within 90 days after such cessation of all production and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is a well producing or capable of producing in paying quantities from the Leased Premises or lands pooled therewith.

For purposes of this Lease, drilling operations shall be deemed to be commenced for a new well at such time as the Lessee has begun the construction of the well site location or the road that provides access to the well site location, and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production at such time as lessee has the requisite equipment for such operations at the well site.

After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the Leased Premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the Leased Premises as to formations then capable of producing in paying quantities on the Leased Premises or lands pooled therewith, or (b) protect the Leased Premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. **Pooling.** Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the leased premises 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 similar authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil and gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation which declaration shall describe the unit. Any unit may include land upon which a well has heretofore been completed or upon which drilling operations have been commenced. Production, drilling or reworking operations or a well shut-in for any reason anywhere on a unit which includes all or a part of the Leased Premises shall be treated as if it were production, drilling or reworking operations or a well shut-in under this Lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this Lease: such allocation shall be that proportion of the unit production that the total number of surface acres covered by this Lease and included in the unit bears to the total number of surface acres in such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

In addition, Lessee shall have the right to unitize, pool, or combine all or any part of the Leased Premises as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this Lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this Lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this Lease shall not terminate or expire during the life of such plan or agreement. In the event, the Leased Premises, or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and the royalty payments to be made hereunder to

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7. **Proportionate Reductions.** If Lessor owns less than the full mineral estate in all or any part of the Leased Premises, the royalties and shut-in royalties payable hereunder for any well on any part of the Leased Premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the Leased Premises bears to the full mineral estate in such part of the Leased Premises.

8. **Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this Lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this Lease then held by each.

9. **Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this Lease as to a full or undivided interest in all or any portion of the area covered by this Lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the Leased Premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the Leased Premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the Leased Premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the Leased Premises or lands pooled or unitized therewith, the ancillary rights granted herein shall apply (a) to the entire Leased Premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this Lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the Leased Premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the Leased Premises or other lands of Lessor used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the Leased Premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the Leased Premises or such other lands during the term of this Lease or within a reasonable time thereafter.

11. **Breach or Default.** No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this Lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. If this Lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

12. **Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the Leased Premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

13. **Force Majeure.** Lessee's obligations under this Lease, whether express or implied shall be subject to all applicable federal, state, county or municipal laws, rules, regulations, permits and orders, including restrictions on drilling, operations and production, regulation of price or the transportation of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented, delayed, interrupted or suspended by or is in conflict with such federal, state, county or municipal laws, rules, regulations, permits, orders asserted as official by or under public authority claiming jurisdiction or by inability to obtain the necessary permits, equipment, services, material, water, electricity, fuel, access or easements, an act of God, fire, flood, adverse weather conditions, market conditions, war, strikes, labor conditions, lockouts, sabotage, rebellion, insurrection, riot, inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production or any other cause, circumstance or condition not reasonably within Lessee's control, this Lease shall not be terminated, in whole or in part, nor shall Lessee be held liable for damages or breach of any express or implied covenants of the Lease for failure to comply with any such obligations or covenants if compliance is prevented, delayed or hindered by or is in conflict with any such circumstances. At Lessee's option, the period of such prevention or delay during the primary term shall be added to the term hereof.

14. **Waiver of Homestead and Dower.** Lessor, and each of them if there be more than one, hereby release and waive all rights under and by virtue of the homestead laws of this state.

IN WITNESS WHEREOF, this Lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this Lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)

X Anne Case

ACKNOWLEDGEMENTS

STATE OF California

INDIVIDUAL

COUNTY OF San Diego

On this 11th day of November, 2015, before me, the undersigned Notary Public in and for said county and state, personally appeared Anne Case known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

My Commission Expires 11-24-15

Milena C. Fisher
Print name:

Notary Public

RECORDING INFORMATION

STATE OF Wyoming

COUNTY OF Sublette

This instrument was filed for record on the _____ day of _____, 20____, at _____ o'clock ____ M., and duly recorded in Book _____, Page _____, of the _____ records of this office.

By: _____
Clerk (or Deputy)

THIS LEASE AGREEMENT is made as of the 6th day of October, 2005 between Sr. Mary Jean Erramouspe whose address is 3673 Rebecca Lane #C, Colorado Springs, CO 80917 as "Lessor" (whether one or more) and RedSky Land, LLC whose address is P.O. Box 5936, Edmond, OK 73083-5396 as "Lessee".

1. **Description.** Lessor in consideration of a cash bonus and other good and valuable consideration, in hand paid and the covenants herein contained, hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called "Leased Premises":

TOWNSHIP 26 NORTH, RANGE 106 WEST of the 6th P. M.

Section 26: SE/4 SE/4

Section 34: SE/4 SE/4

Section 35: N/2 NE/4; SW/4 NE/4; SE/4 NW/4; E/2 SW/4; SW/4 SW/4

in the County of Sublette, State of Wyoming, containing 360.00 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases (including specifically coalbed methane gas). In addition to the above-described land, this Lease and the term "Leased Premises" also covers lands that are owned or claimed by the Lessor by one of the following reasons: (1) all lands and rights acquired by Lessor by avulsion, accretion, reliction, or otherwise as a result of a change in the boundary or centerline of any river or stream traversing or adjoining the lands described above; (2) all riparian lands and rights which are or may be incident, appurtenant, related or attributed to Lessor in any lake, stream, or river traversing or adjoining the lands described above by virtue of Lessor's ownership of the lands described above; (3) all lands included in any road, easement or right-of-way traversing or adjoining the lands described above which are or may be incident, appurtenant, related or attributed to Lessor by virtue of Lessor's ownership of the lands described above; (4) all strips of land adjacent or contiguous to the lands described above owned or acquired by Lessor through adverse possession or other similar statutes of the state in which the lands are located; and (5) all interests in the lands described above that Lessor may acquire hereafter by reversion or otherwise. In consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. **Term of Lease.** This Lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of Five (5) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are capable of being produced in paying quantities from the Leased Premises or from lands pooled or unitized therewith or this Lease is otherwise maintained in effect pursuant to the provisions hereof. For purposes of this Lease, a well completed for the production of coalbed methane gas shall be deemed to be producing gas under this Lease at all times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring. Lessor agrees that Lessee shall not be obligated, except as otherwise provided herein, to commence and continue any operations during the primary term of this Lease.

3. **Royalty Payment.** Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth (1/8) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, less a proportionate part of any ad valorem taxes and production, severance or other excise taxes and the costs incurred by Lessee in delivering, treating or otherwise marketing such oil or other liquid hydrocarbons, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be one-eighth (1/8) of the market value of such gas or substances determined at the well, which value is less a proportionate part of any ad valorem taxes and production, severance, or other excise taxes and less a proportionate part of the costs incurred by Lessee in gathering, compressing, pressurizing, heater treating, dehydrating, separating, storing, or transporting gas into a market pipeline. Royalties may be paid based on an index price derived from inside FERC or other valid oil and gas industry publications, adjusted for transportation costs and related fees, and such index price shall constitute market value for the purposes of this clause. Lessee shall have the continuing right to sell such production to itself or an affiliate.)

If, at the end of the primary term or any time thereafter, one or more wells on the Leased Premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee (including a well completed for the production of coalbed methane gas during the times when dewatering of the coal seams from which the coalbed methane gas will be produced is occurring), such well or wells shall nevertheless be deemed to be producing in paying quantities and this Lease shall continue in force during all of the time while such well or wells are shut-in, whether before or after the expiration of the primary term. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such well, but shall be under no obligation to market the oil or gas under terms, conditions, or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not being sold by Lessee, then Lessee shall pay an aggregate shut-in royalty of one dollar per net mineral acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before 30 days following the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the Leased Premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. **Depository Agent.** All shut-in royalty payments under this lease shall be paid or tendered to Lessor at Address Above or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of the Leased Premises. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of Lessor and on Lessor's successors in interest or assigns.

5. **Operations.** If, at the end of the primary term of this Lease, there is no well located upon the Leased Premises or on lands pooled or unitized therewith capable of producing oil or gas or other substances covered by the Lease in paying quantities, and this Lease is not otherwise being maintained in force, but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this Lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is a well producing or capable of producing in paying quantities from the Leased Premises or lands pooled therewith.

If, after the expiration of the primary term of this Lease, all production (whether or not in paying quantities) permanently ceases from any cause and this lease is not otherwise being maintained in force, it shall nevertheless remain in force if Lessee commences operations for reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production in an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the Leased Premises or lands pooled therewith within 90 days after such cessation of all production and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is a well producing or capable of producing in paying quantities from the Leased Premises or lands pooled therewith.

For purposes of this Lease, drilling operations shall be deemed to be commenced for a new well at such time as the Lessee has begun the construction of the well site location or the road that provides access to the well site location, and drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in an effort to resume or re-establish production at such time as lessee has the requisite equipment for such operations at the well site.

After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the Leased Premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the Leased Premises as to formations then capable of producing in paying quantities on the Leased Premises or lands pooled therewith, or (b) protect the Leased Premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. **Pooling.** Lessee is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the leased premises 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 similar authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil and gas may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by lessee executing and filing of record a declaration of such unitization or reformation which declaration shall describe the unit. Any unit may include land upon which a well has heretofore been completed or upon which drilling operations have been commenced. Production, drilling or reworking operations on a well shut-in for any reason anywhere on a unit which includes all or a part of the Leased Premises shall be treated as if it were production, drilling or reworking operations or a well shut-in under this Lease. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this Lease: such allocation shall be that proportion of the unit production that the total number of surface acres covered by this Lease and included in the unit bears to the total number of surface acres in such unit. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

In addition, Lessee shall have the right to unitize, pool, or combine all or any part of the Leased Premises as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this Lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and particularly, all drilling and development requirements of this Lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this Lease shall not terminate or expire during the life of such plan or agreement. In the event, the Leased Premises, or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land, and the royalty payments to be made hereunder to

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7. **Proportionate Reductions.** If Lessor owns less than the full mineral estate in all or any part of the Leased Premises, the royalties and shut-in royalties payable hereunder for any well on any part of the Leased Premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the Leased Premises bears to the full mineral estate in such part of the Leased Premises.

8. **Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this Lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this Lease then held by each.

9. **Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this Lease as to a full or undivided interest in all or any portion of the area covered by this Lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the Leased Premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the Leased Premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the Leased Premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the Leased Premises or lands pooled or unitized therewith, the ancillary rights granted herein shall apply (a) to the entire Leased Premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this Lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the Leased Premises or lands pooled therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the Leased Premises or other lands of Lessor used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the Leased Premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the Leased Premises or such other lands during the term of this Lease or within a reasonable time thereafter.

11. **Breach or Default.** No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this Lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so. If this Lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

12. **Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the Leased Premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

13. **Force Majeure.** Lessee's obligations under this Lease, whether express or implied shall be subject to all applicable federal, state, county or municipal laws, rules, regulations, permits and orders, including restrictions on drilling, operations and production, regulation of price or the transportation of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented, delayed, interrupted or suspended by or is in conflict with such federal, state, county or municipal laws, rules, regulations, permits, orders asserted as official by or under public authority claiming jurisdiction or by inability to obtain the necessary permits, equipment, services, material, water, electricity, fuel, access or easements, an act of God, fire, flood, adverse weather conditions, market conditions, war, strikes, labor conditions, lockouts, sabotage, rebellion, insurrection, riot, inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production or any other cause, circumstance or condition not reasonably within Lessee's control, this Lease shall not be terminated, in whole or in part, nor shall Lessee be held liable for damages or breach of any express or implied covenants of the Lease for failure to comply with any such obligations or covenants if compliance is prevented, delayed or hindered by or is in conflict with any such circumstances. At Lessee's option, the period of such prevention or delay during the primary term shall be added to the term hereof.

14. **Waiver of Homestead and Dower.** Lessor, and each of them if there be more than one, hereby release and waive all rights under and by virtue of the homestead laws of this state.

IN WITNESS WHEREOF, this Lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this Lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)

X Sr. Mary Jean Erramouspe

Sr. Mary Jean Erramouspe

ACKNOWLEDGEMENTS

STATE OF Wyoming

INDIVIDUAL

COUNTY OF Suette

On this 1st day of February, 2007, before me, the undersigned Notary Public in and for said county and state, personally appeared Sr. Mary Jean Erramouspe known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

My Commission Expires February 2, 2008

Don Y. Carter
Print name:

Notary Public

RECORDING INFORMATION

STATE OF Wyoming

COUNTY OF Suette

This instrument was filed for record on the _____ day of _____, 20____, at _____ o'clock ____ M., and duly recorded in Book _____, Page _____, of the _____ records of this office.

By: _____
Clerk (or Deputy)

Form Approved by the Board

and Effective March 1, 1982

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:

Douglas C. McLeod

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:

640.00 All

Section 36, Twp. 31 N., Rg. 109 W., 6th P.M.

County: Sublette

Total Acres: 640.00

Advance Rental \$: 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 thereunder.

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.

IN WITNESS WHEREOF, this lease has been executed by LESSOR and LESSEE to become effective on the 2nd day of December, 1996 A.D.

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

By: Jan 27 Meyer
Director,
State Land and Farm Loan Office

LESSEE: Bryant Hamilton Attorney in Fact for
Douglas Cameron McLeod Douglas Cameron McLeod
Address: 518 17th Street, Suite 1455

City: Denver State: CO Zip: 80202

Telephone No. (303) 893-5400



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RECORDED Jan 17 06 10:30 AM
IN BOOK 1131 PAGE 629
FEES \$ 11.00 COUNTY SUBLETTE COUNTY WYOMING
by Cynthia J. Fried

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 State Land and Farm Loan Office, 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 damages 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 well, 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 States of America for its royalties from the same field.

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

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

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 same 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 State Land and Farm Loan Office, 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 adjoining 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 State Land and Farm Loan Office 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 adjoining 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, preventing, 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 and 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 time 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 reseedling 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 subject 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 State Land and Farm Loan Office 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) **DEVELOPMENT OF LEASE-PRODUCTION AGREEMENTS.** To deliver up the leased premises, with all permanent improvements thereon, in good order and condition in case of forfeiture of this lease, but this shall not be construed to prevent the removal, alteration or renewal of equipment and improvements in the ordinary course of operations.

Section 2. THE LESSOR EXPRESSLY RESERVES:

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

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

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

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

(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 Farm Loan 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 and Farm Loan 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 re-opened.

APR 14 1978
STATE LAND AND FARM LOAN OFFICE
CHEYENNE, WYOMING

Form Approved by the Board
and Effective March 1, 1982

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:

Douglas C. McLeod

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:

640.00 All

Section 36, Twp. 32 N., Rg. 109 W., 6th P.M.

County: Sublette

Total Acres: 640.00

Advance Rental \$: 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 thereunder.

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.

IN WITNESS WHEREOF, this lease has been executed by LESSOR and LESSEE to become effective on the 2nd day of December, 1996 A.D.

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

By: Jane F. Ferguson
Director,
State Land and Farm Loan Office

LESSEE Betty A. Pennington Attorney in fact for
→ Douglas Cameron McLeod

Address: 518 17th Street, Suite 1455

City: Denver State: CO Zip: 80202

Telephone No. (303) 893-5400



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Jun. 17 06:12:30A
BOOK 1310-4 PAGE 631
FEE \$ 11.00 COUNTY CLERK
SUBLETTER 11/15/96

by Cynthia J. Friel

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 State Land and Farm Loan Office, 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 the 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 States of America for its royalties from the same field.

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

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

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 same 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 State Land and Farm Loan Office, 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 lands 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.

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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 State Land and Farm Loan Office may waive such reports as conditions may warrant.

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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 and 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 time 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 reseedling 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 same applicable regulations prescribed to reimburse the owner of the surface, if other than the lessor, or owner 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 subject 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 State Land and Farm Loan Office when authority to do so has been delegated by the Board and will be recorded with the lease. The Board reserves the right of disapproval of such overriding royalties when in its opinion they become excessive and hence are detrimental to the proper development of the leased lands.

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

Section 2. THE LESSOR EXPRESSLY RESERVES:

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

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

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

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

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

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

Section 3. APPRAISAL OF IMPROVEMENTS. The lessee shall have the right subject to the provisions of Title 36, as to State and State School Lands, and Title 11, as to Farm Loan 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 and Farm Loan 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

SIGNED AND
INSTALLED
GUY SCOTT ELLIS

**ASSIGNMENT OF OIL
AND GAS LEASEHOLD INTEREST**

THIS ASSIGNMENT made this 5th day of January, 2006, by MARY HAY, whose address is 812 Bushnell Avenue, Rock Springs, Sweetwater County, Wyoming 82901, hereinafter called "Assignor";

W I T N E S S E T H:

WHEREAS, on July 1, 1974, an Oil, Gas and Mineral Lease was entered into by and among Brant M. Jensen and Josephine Jensen, husband and wife, and Leo J. Jensen and Eva Jensen, husband and wife, as Lessor, and Leonard Hay, as Lessee, which Oil, Gas and Mineral Lease was recorded February 20, 1980, in Book 58 O&G, Page 626, in the records of the Sublette County Clerk's Office; and

WHEREAS on October 28, 1996, LEONARD HAY, assigned to LEONARD HAY, Trustee, or his successor(s) in trust under the LEONARD HAY LIVING TRUST DATED SEPTEMBER 27, 1996, Assignee, all his interest in the Oil, Gas and Mineral Lease dated July 1, 1974, and

WHEREAS, on February 20, 1980, Brant M. Jensen and Joseph Jensen and Leo J. Jensen and Eva Jensen, and Leonard Hay entered into an Extension of Oil and Gas Lease, which Extension of Oil and Gas Lease was recorded on February 27, 1980, in Book 58 O&G, Page 634, in the records of the Sublette County Clerk's Office; and

WHEREAS, on October 6, 2003, Leonard Hay died, and Susan Hay Bell and Mary Hay succeeded to the trusteeship of Leonard Hay under the LEONARD HAY LIVING TRUST DATED SEPTEMBER 27, 1996, on December 8, 2003;

WHEREAS, ON May 17, 2004, Susan Hay Bell and Mary Hay, successor Trustees of the Leonard Hay Living Trust dated September 27, 1996, assigned all interest held by the Leonard Hay Living Trust dated September 27, 1996, as follows:

An undivided one-half interest to Susan Hay Bell, an individual, of 221 Blue Grouse Drive, Canon City, Colorado 81212, and

An undivided one-half interest to Mary Hay, an individual, of 812 Bushnell Avenue, Rock Springs, Wyoming 82901;

and

WHEREAS, in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration in hand paid by the Assignees to Assignor receipt whereof is hereby acknowledged, Assignor, does hereby transfer, assign and set over unto the following in the proportions indicated, all interest held by Assignor in and to a portion of that certain Oil, Gas and Mineral Lease dated July 1, 1974, and any and all extensions to said Oil, Gas and Mineral Lease dated July 1, 1974, to-wit:

J. Archie Chant – an undivided one-half interest
812 Bushnell
Rock Springs, WY 82901

316452

RECORDED	<u>Jan. 17</u>	20 <u>06</u>	<u>11:10AM</u>
IN BOOK	<u>1310 & M</u>	PAGE	<u>633</u>
FEES \$	<u>11.00</u>	COUNTY CLERK	
SUBLETTE COUNTY, PINEBLAKE, WYOMING			

by Cynthia J. Friel

Tom D. Chant – an undivided one-half interest
812 Bushnell
Rock Springs, WY 82901

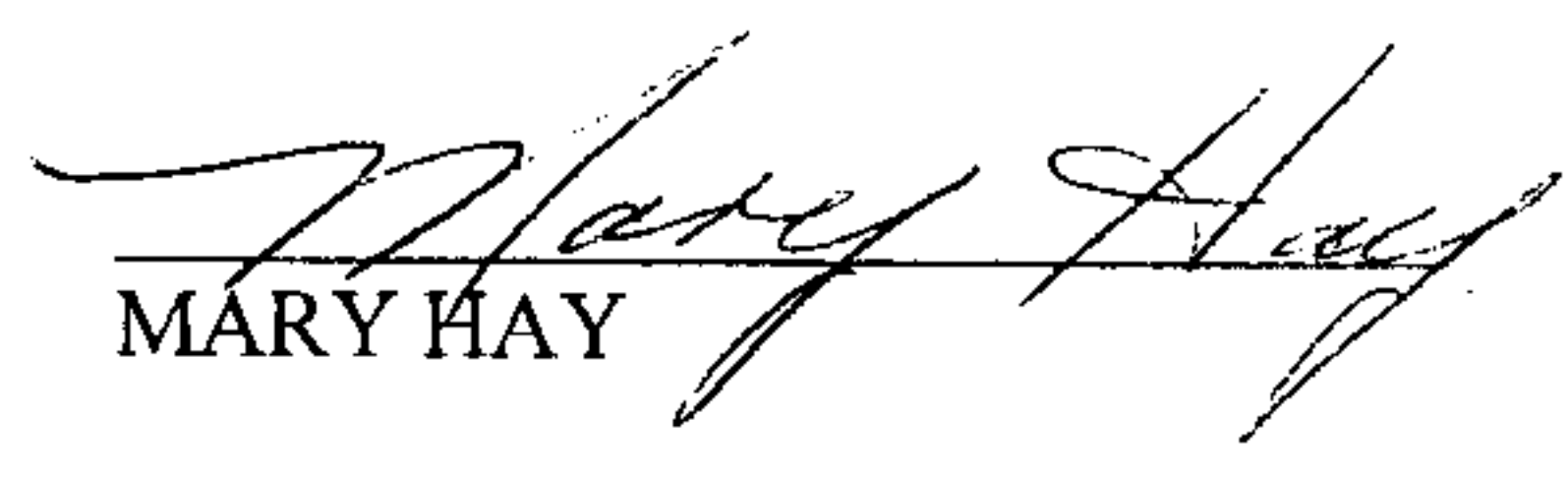
covering the following described real property:

Township 31 North, Range 109 West, 6th P.M., Sublette County, Wyoming

Section 14: Lots 1 and 2 (also known as NW/4NW/4 of Section 14)

**EXCEPTING AND EXCLUDING THE WELLBORE JENSEN 14-11D
API # 49-035-21902**

TO HAVE AND TO HOLD that portion hereinabove described of said interest in the Oil, Gas and Mineral Lease dated July 1, 1975, and any and all extensions thereto, hereby conveyed to Assignees, their heirs, representatives and assigns forever.

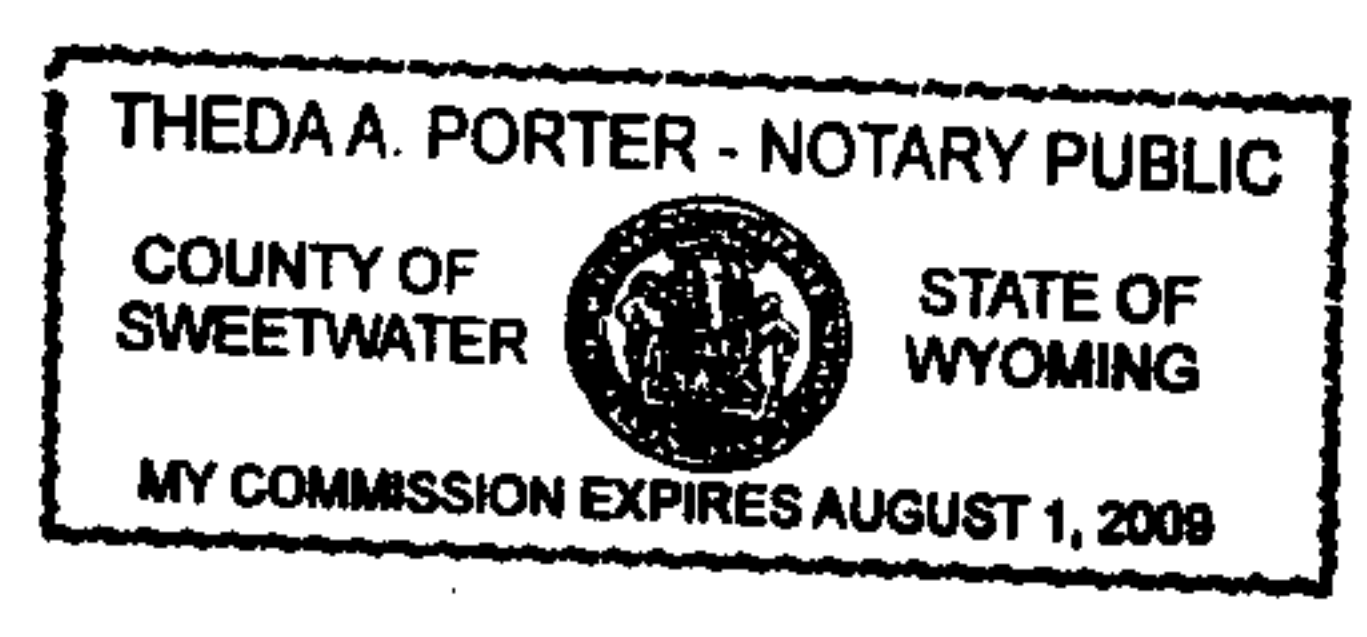

MARY HAY

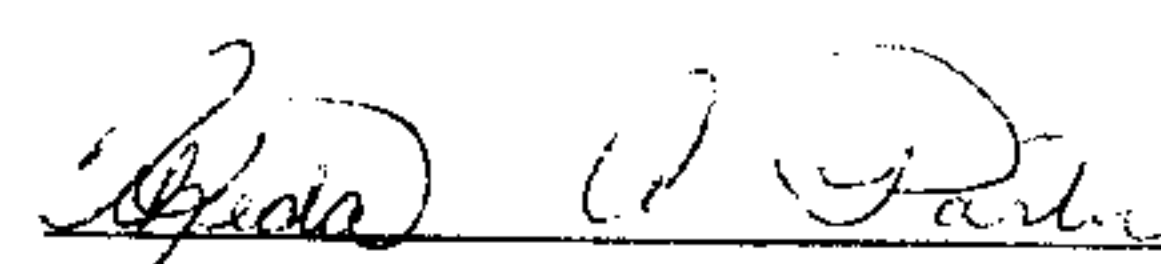
The State of Wyoming)
 : ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me this 5th day of January, 2006, by MARY HAY.

Witness my hand and official seal.

My commission expires:




Notary Public

**ASSIGNMENT OF OIL
AND GAS LEASEHOLD INTEREST**

THIS ASSIGNMENT made this 11th day of January, 2006, by SUSAN HAY BELL, whose address is 221 Blue Grouse Drive, Canon City, Fremont County, Colorado 81212, hereinafter called "Assignor";

WITNESSETH:

WHEREAS, on July 1, 1974, an Oil, Gas and Mineral Lease was entered into by and among Brant M. Jensen and Josephine Jensen, husband and wife, and Leo J. Jensen and Eva Jensen, husband and wife, as Lessor, and Leonard Hay, as Lessee, which Oil, Gas and Mineral Lease was recorded February 20, 1980, in Book 58 O&G, Page 626, in the records of the Sublette County Clerk's Office; and

WHEREAS on October 28, 1996, LEONARD HAY, assigned to LEONARD HAY, Trustee, or his successor(s) in trust under the LEONARD HAY LIVING TRUST DATED SEPTEMBER 27, 1996, Assignee, all his interest in the Oil, Gas and Mineral Lease dated July 1, 1974, and

WHEREAS, on February 20, 1980, Brant M. Jensen and Joseph Jensen and Leo J. Jensen and Eva Jensen, and Leonard Hay entered into an Extension of Oil and Gas Lease, which Extension of Oil and Gas Lease was recorded on February 27, 1980, in Book 58 O&G, Page 634, in the records of the Sublette County Clerk's Office; and

WHEREAS, on October 6, 2003, Leonard Hay died, and Susan Hay Bell and Mary Hay succeeded to the trusteeship of Leonard Hay under the LEONARD HAY LIVING TRUST DATED SEPTEMBER 27, 1996, on December 8, 2003;

WHEREAS, ON May 17, 2004, Susan Hay Bell and Mary Hay, successor Trustees of the Leonard Hay Living Trust dated September 27, 1996, assigned all interest held by the Leonard Hay Living Trust dated September 27, 1996, as follows:

An undivided one-half interest to Susan Hay Bell, an individual, of 221 Blue Grouse Drive, Canon City, Colorado 81212, and

An undivided one-half interest to Mary Hay, an individual, of 812 Bushnell Avenue, Rock Springs, Wyoming 82901;

and

WHEREAS, in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration in hand paid by the Assignees to Assignor receipt whereof is hereby acknowledged, Assignor, does hereby transfer, assign and set over unto the following in the proportions indicated, all interest held by Assignor in and to a portion of that certain Oil, Gas and Mineral Lease dated July 1, 1974, and any and all extensions to said Oil, Gas and Mineral Lease dated July 1, 1974, to-wit:

Jason Charles Bell – an undivided one-half interest
383 Cottonwood Court, Unit A
P.O. Box 3332
Incline Village, NV 89450-3332

316453

RECORDED	<u>Jan. 17</u>	20 <u>06</u>	<u>11:10AM</u>
IN BOOK	<u>431 O&M</u>	PAGE	<u>635</u>
FEES \$	<u>11.00</u>	COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING			

- 1 -

635

by Cynthia J. Frick

Eban Ellery Bell – an undivided one-half interest
13904 Chicarita Creek Road
San Diego, CA 92128

covering the following described real property:

Township 31 North, Range 109 West, 6th P.M., Sublette County, Wyoming

Section 14: Lots 1 and 2 (also known as NW/4NW/4 of Section 14)

**EXCEPTING AND EXCLUDING THE WELLBORE JENSEN 14-11D
API # 49-035-21902**

TO HAVE AND TO HOLD that portion hereinabove described of said interest in the Oil, Gas and Mineral Lease dated July 1, 1975, and any and all extensions thereto, hereby conveyed to Assignees, their heirs, representatives and assigns forever.

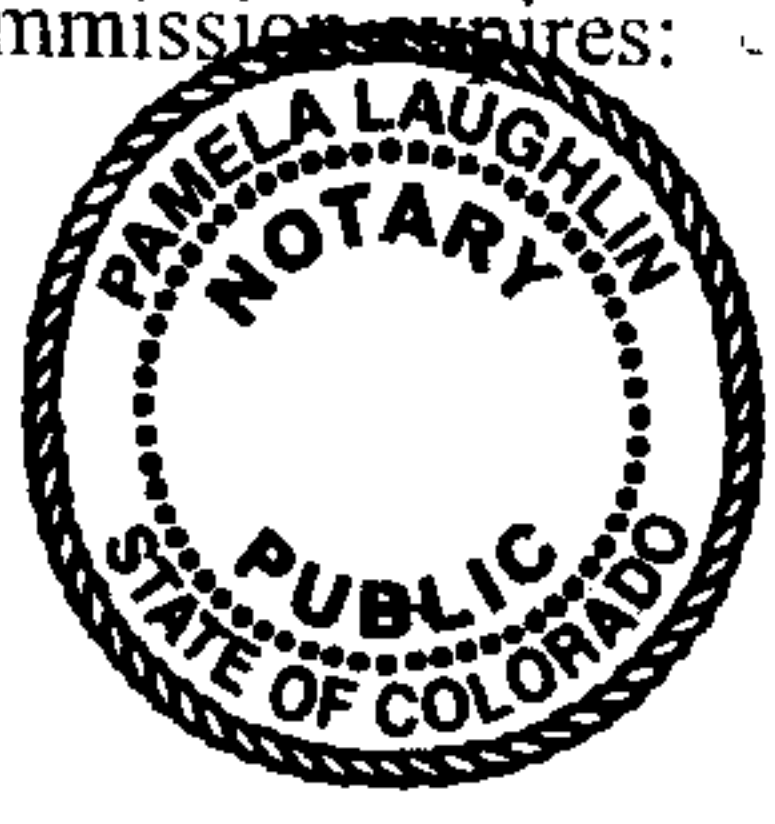
Susan Hay Bell
SUSAN HAY BELL

The State of Colorado)
 : ss.
County of Fremont)

The foregoing instrument was acknowledged before me this 10th day of February, 2006, by SUSAN HAY BELL.

Witness my hand and official seal.

My commission expires: 01/01/2007



Pamela Laughlin
Notary Public

**Pamela Laughlin, Notary Public
532 Main Street
Cañon City, CO 81212**

AFFIDAVIT OF PRODUCTION

316505

STATE OF WYOMING §
COUNTY OF SUBLETTE §

RECORDED	<u>Jan. 19</u>	20 <u>06</u>	<u>11:45AM</u>
IN BOOK	<u>1310+M</u>	PAGE	<u>637</u>
FEE \$	<u>11.00</u>	COUNTY CLERK	
SUBLETTE COUNTY, WYOMING			

J. B. NEESE, being first duly sworn, upon this oath deposes and says:

by Cynthia J. Friel

That he is the Executive Vice President of **QUESTAR EXPLORATION AND PRODUCTION COMPANY**, the owner and holder of an interest in the oil and gas leases ("leases") described on Exhibit "A" attached hereto.

Said leases are for a term stated on Exhibit "A" and as long thereafter as oil or gas is produced from said leased premises or on acreage pooled therewith.

That production of oil and gas was obtained from the following Well:

Well Name:	Sidewinder 3-15D
Well Location:	2,095' FNL, 2,391 FWL, SENW, Section 15, T31N R109W
	Sublette County, Wyoming
Spud Date:	September 2, 2005
Completion Date:	December 18, 2005

Affiant hereby states that said leases are extended by the production of oil and gas and recognizes the same as valid and existing leases pursuant to the terms of said leases.

IN WITNESS WHEREOF, the said J. B NEESE has set his hand the 5th day of January, 2006.

Further the affiant sayeth not.

QUESTAR EXPLORATION AND PRODUCTION COMPANY

[Signature]
J. B. Neese
Executive Vice President

STATE OF COLORADO §
COUNTY OF DENVER §

On the 5th day of January, 2006, 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 signed in behalf of said corporation by authority 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.

[Signature]
Notary Public

My Commission Expires:

7/7/07

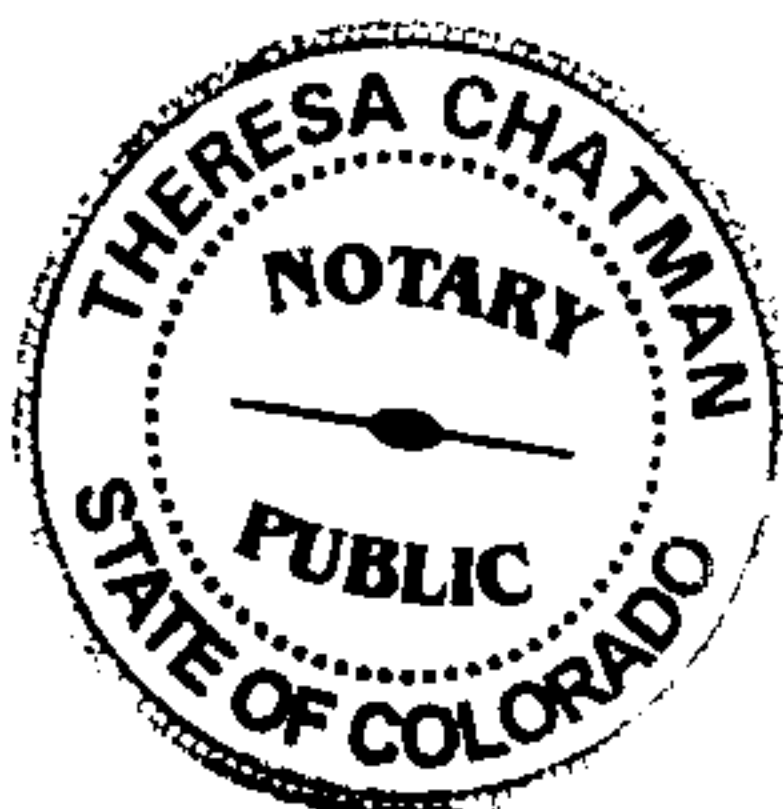


EXHIBIT "A"

Attached to and made a part of that certain Affidavit of Production for the Sidewinder 3-15D Well from
Questar Exploration and Production Company.

LEASE NUMBER: WY-2870
LESSOR: Winnie Bausch and Henry Bausch, wife and husband
LESSEE: Dolar Energy, L.L.C.
LEASE DATE: October 5, 2000
LEASE EXPIRATION DATE: October 5, 2005
BOOK: 116, PAGE: 396

LEASE NUMBER: WY-2870B
LESSOR: Ruth Clare Johnson, formerly known as Ruth Clare Yonkee
LESSEE: Dolar Energy, L.L.C.
LEASE DATE: November 3, 2000
LEASE EXPIRATION DATE: November 3, 2005
BOOK: 117, PAGE: 1

LEASE NUMBER: WY-2870C
LESSOR: David Koerwitz and Debbie Axtell, Trustees of the C.W. Axtell Trust
LESSEE: Dolar Energy, L.L.C.
LEASE DATE: October 15, 2000
LEASE EXPIRATION DATE: October 15, 2005
BOOK: 116, PAGE: 472

LEASE NUMBER: WY-2870D
LESSOR: Victor Mack and Josephine Mack, husband and wife
LESSEE: Dolar Energy, L.L.C.
LEASE DATE: October 5, 2000
LEASE EXPIRATION DATE: October 5, 2005
BOOK: 116, PAGE: 470

LEASE NUMBER: WY-2870E
LESSOR: Robert Murphy, a widower
LESSEE: Dolar Energy, L.L.C.
LEASE DATE: February 1, 2001
LEASE EXPIRATION DATE: February 1, 2006
BOOK: 117, PAGE: 271

LEASE NUMBER: WY-2870F
LESSOR: Theodore Murphy and M. Kathryn Murphy, husband and wife
LESSEE: Dolar Energy, L.L.C.
LEASE DATE: October 8, 2000
LEASE EXPIRATION DATE: October 8, 2005
BOOK: 116, PAGE: 499

LEASE NUMBER: WY-2870H
LESSOR: The Iliff School of Theology
LESSEE: Questar Exploration and Production Company
LEASE DATE: January 14, 2005
LEASE EXPIRATION DATE: January 14, 2008
BOOK: 129, PAGE: 438

LEASE NUMBER: WY-2870I
LESSOR: Purdue Alumni Association Inc., as Trustee
LESSEE: Dolar Energy, L.L.C.
LEASE DATE: October 26, 2004
LEASE EXPIRATION DATE: October 26, 2007
BOOK: 129, PAGE: 84

316541

RECORDED Jan. 20, 1954 2:30 PM
IN BOOK 131 PAGE 639
FEES \$ 8.00
SUBLETTE COUNTY, WYOMING
By Cynthia J. Friel

FIRST ORIGINAL

ASSIGNMENT OF OIL AND GAS ROYALTY

THIS AGREEMENT, made and entered into on the 2ND day of JULY, A.D., 1954 by and between
PAUL F. CATTERSON, A SINGLE MAN hereinafter called Assignor,
and J. E. MANNING of 622 PATTERSON BUILDING,
DENVER, COLORADO hereinafter called Assignee:

WITNESSETH:

That the undersigned Assignor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), and other good and valuable considerations, to him in hand paid by said Assignee, the receipt whereof is hereby confessed and acknowledged, does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto said Assignee, his heirs, personal representatives and assigns, an overriding royalty interest equal to ONE AND ONE-FOURTH percent (1 1/4 %) of all of the oil, gas, natural gasoline, and other products obtained from gas, produced and saved from the following described lands under that certain oil and gas lease made and entered into by and between the United States and R. A. TROMBLEY, as lessee, under date of JULY 1, 1951, bearing WYOMING Serial No. 06934 on the following described lands situated in SUBLETTE County, State of WYOMING, to-wit:

- T. 31 N., R. 108 W., 6TH P.M.,
SEC. 19: E 1/2;
SEC. 29: W 1/2;
SEC. 31: E 1/2;
T. 30 N., R. 108 W., 6TH P.M.,
SEC. 6: LOTS 1, 2, S 1/4 NE 1/4, SE 1/4;
SEC. 7: LOTS 3, 4, E 1/4 SW 1/4, SE 1/4;
T. 30 N., R. 109 W., 6TH P.M.,
SEC. 10: S 1/2;
SEC. 11: S 1/2;
SEC. 12: S 1/2.

2,525.94 ACRES

TO HAVE AND TO HOLD all and singular the said royalty unto said Assignee, his heirs, personal representatives and assigns, forever. The Assignor does hereby warrant and agree to defend the title thereto unto said Assignee, his heirs, personal representatives and assigns, against all persons whomsoever lawfully claiming or to claim any interest therein.

WITNESS MY hand and seal this 2ND day of JULY 1954

Paul F. Catterson

STATE OF UTAH)
COUNTY OF SALT LAKE) ss

On this 2ND day of JULY A. D., 1954, before me personally appeared
PAUL F. CATTERSON, A SINGLE MAN
to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires:
May 12, 1958

Mar. Dean Taylor
Notary Public

REQUEST FOR APPROVAL OF ASSIGNMENT

- The undersigned hereby requests approval of the above assignment and certifies as follows:
1. Assignee is a citizen of the United States: Native Born ☒ ; Naturalized ☐ Corporation or other legal entity (specify what kind)
 2. Assignee's other interests direct and indirect in oil and gas leases or offers therefor in the same State together with the acreage in this instrument do not exceed 15,360 chargeable acres.
 3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto.
 4. Amount remitted: Filing fee, \$10.00.

It is hereby certified that the statements made herein are true, complete and correct to the best of the undersigned's knowledge and belief, and are made in good faith.

Paid Filing fee, \$10.00 183190
Address: *J. E. Manning*
622 PATTERSON BUILDING
DENVER, COLORADO
639

CERTIFIED
to be a true and comparative copy
of the official records on file
JAN 18 2006
Mary Scheer
BUREAU OF LAND MANAGEMENT

CERTIFIED
to be a true and comparative copy
of the official records on file

JAN 18 2006

Mary Scheer
BUREAU OF LAND MANAGEMENT

ORIGINAL

ASSIGNMENT OF OIL AND GAS ROYALTY

THIS AGREEMENT, made and entered into on the 25 day of JUNE, A.D., 1954 by and between
R. A. TROMBLEY AND CLARISSA H. TROMBLEY, HIS WIFE hereinafter called Assignor,
and PAUL F. CATTERSON of 516 ATLAS BUILDING,
SALT LAKE CITY, UTAH hereinafter called Assignee:

WITNESSETH:

That the undersigned Assignor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), and other good and valuable considerations, to THEM in hand paid by said Assignee, the receipt whereof is hereby confessed and acknowledged, does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto said Assignee, HIS heirs, personal representatives and assigns, an overriding royalty interest equal to ONE & ONE-HALF percent (1 1/2 %) of all of the oil, gas, natural gasoline, and other products obtained from gas, produced and saved from the following described lands under that certain oil and gas lease made and entered into by and between the United States and R. A. TROMBLEY as lessee, under date of JULY 1, 1951, bearing WYOMING Serial No. 06934 on the following described lands situated in SUBLETTE County, State of WYOMING, to-wit:

- T. 31 N., R. 108 W., 6TH P.M.,
SEC. 19: E 1/2;
SEC. 29: W 1/2;
SEC. 31: E 1/2;
- T. 30 N., R. 108 W., 6TH P.M.,
SEC. 6: LOTS 1, 2, S 1/2 NE 1/4, SE 1/4;
SEC. 7: LOTS 3, 4, E 1/2 SW 1/4, SE 1/4;
- T. 30 N., R. 109 W., 6TH P.M.,
SEC. 10: S 1/2;
SEC. 11: S 1/2;
SEC. 12: S 1/2.

2,525.94 ACRES

TO HAVE AND TO HOLD all and singular the said royalty unto said Assignee, HIS heirs, personal representatives and assigns, forever. The Assignor does hereby warrant and agree to defend the title thereto unto said Assignee, HIS heirs, personal representatives and assigns, against all persons whomsoever lawfully claiming or to claim any interest therein.

WITNESS OUR hands and seals this 25 day of JUNE 19 54

R.A. Trombley
Clarissa H. Trombley

STATE OF NEW MEXICO }
COUNTY OF BERNALILLO } AS

On this 25 day of JUNE A. D., 1954, before me personally appeared
R. A. TROMBLEY AND CLARISSA H. TROMBLEY, HIS WIFE
to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that
They executed the same as THEIR free act and deed.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires:

6-22-56

Bernita Boyd
Notary Public

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born ☒ ; Naturalized ☐ Corporation or other legal entity (specify what kind)
2. Assignee's other interests direct and indirect in oil and gas leases or offers therefor in the same State together with the acreage in this instrument do not exceed 15,360 chargeable acres.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto.
4. Amount remitted: Filing fee, \$10.00.

It is hereby certified that the statements made herein are true, complete and correct to the best of the undersigned's knowledge and belief, and are made in good faith.

Paul F. Catterson

Paid \$10 assignment fee, Recd

Address: 516 ATLAS BUILDING
SALT LAKE CITY, UTAH

RECEIVED
JUL 12 1954
Land and Survey Office
Box 578 Cheyenne, WYO.

316542

RECORDED
IN BOOK 113 PAGE 640
FEE \$ 5.00
SUBLETTE CO. WYOMING
JAN 20 1956

First Original

ASSIGNMENT OF OIL AND GAS ROYALTY

THIS AGREEMENT, made and entered into on the 21st day of January, A.D. 19 54 by and between Paul F. Catterson, hereinafter called Assignor, and J. E. Manning, hereinafter called Assignee: of 622 Patterson Building, Denver, Colorado

WITNESSETH:

That the undersigned Assignor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), and other good and valuable considerations, to him in hand paid by said Assignee, the receipt whereof is hereby confessed and acknowledged, does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto said Assignee, his heirs, personal representatives and assigns, an overriding royalty interest equal to 1 % of all of the oil, gas, natural gasoline, and other products obtained from gas, produced and saved from the following described lands under that certain oil and gas lease made and entered into by and between the United States and R. A. Trombley, as lessee, under date of July 1, 1951, bearing Wyoming Serial No. 06934 on the following described lands situated in Sublette County, State of Wyoming, to-wit:

T. 31 N., R. 108 W., 6th P.M.

Sec. 19: E₂;

Sec. 29: W₂;

Sec. 31: E₂;

T. 30 N., R. 108 W., 6th P.M.

Sec. 6: Lots 1, 2, S₂NE₄, SE₄;

Sec. 7: Lots 3, 4, E₂SW₄, SE₄;

T. 30 N., R. 109 W., 6th P.M.

Sec. 10: S₂;

Sec. 11: S₂;

Sec. 12: S₂;

2,525.94 Acres

TO HAVE AND TO HOLD all and singular the said royalty unto said Assignee, his heirs, personal representatives and assigns, forever. The Assignor does hereby warrant and agree to defend the title thereto unto said Assignee, his heirs, personal representatives and assigns, against all persons whomsoever lawfully claiming or to claim any interest therein.

WITNESS my hand and seal this 21st day of January 1954

STATE OF COLORADO

COUNTY OF DENVER

On this 21st day of January, A. D. 1954, before me personally appeared Paul F. Catterson, A single man to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

My commission expires:

My Commission expires February 10, 1957

Notary Public

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born ☒ ; Naturalized ☐ Corporation or other legal entity (specify what kind)
2. Assignee's other interests direct and indirect in oil and gas leases or offers therefor in the same State together with the acreage in this instrument do not exceed 15,360 chargeable acres.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto.
4. Amount remitted: Filing fee, \$10.00.

It is hereby certified that the statements made herein are true, complete and correct to the best of the undersigned's knowledge and belief, and are made in good faith.

Paid \$10 assignment fee, Rec. # 155636. Address:

641

622 Patterson Bldg.
Denver Colorado

FEB 4

CERTIFIED

to be a true and comparative copy of the official records on file

JAN 18 2006

Mary Scher
BUREAU OF LAND MANAGEMENT

316543

Jan 20 06 2:29
IN BOOK 131 PAGE 641
FEES \$ 8.00
SUBLETTE COUNTY, WYOMING

642

CERTIFIED
to be a true and comparative copy
of the official records on file

JAN 18 2006

Mary Scheer
BUREAU OF LAND MANAGEMENT

First Original

ASSIGNMENT OF OIL AND GAS ROYALTY

THIS AGREEMENT, made and entered into on the 4th day of February, A.D., 1954 by and between Paul F. Catterson, a single man hereinafter called Assignor, and George D. Fehr, a single man of 502 Atlas Building, Salt Lake City, Utah, hereinafter called Assignee:

WITNESSETH:

That the undersigned Assignor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), and other good and valuable considerations, to him in hand paid by said Assignee, the receipt whereof is hereby confessed and acknowledged, does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto said Assignee, his heirs, personal representatives and assigns, an overriding royalty interest equal to One-fourth of One percent ($\frac{1}{4}$ of 1%) of all of the oil, gas, natural gasoline, and other products obtained from gas, produced and saved from the following described lands under that certain oil and gas lease made and entered into by and between the United States and R. A. Trombley, as lessee, under date of July 1, 1951, bearing Wyoming Serial No. 06934 on the following described lands situated in Sublette County, State of Wyoming, to-wit:

- T. 31 N., R. 108 W., 6th P.M.
Sec. 19: E $\frac{1}{2}$;
Sec. 29: W $\frac{1}{2}$;
Sec. 31: E $\frac{1}{2}$;
- T. 30 N., R. 108 W., 6th P.M.
Sec. 6: Lots 1, 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$;
Sec. 7: Lots 3, 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$;
- T. 30 N., R. 109 W., 6th P.M.
Sec. 10: S $\frac{1}{2}$;
Sec. 11: S $\frac{1}{2}$;
Sec. 12: S $\frac{1}{2}$.

2,525.94 Acres

TO HAVE AND TO HOLD all and singular the said royalty unto said Assignee, his heirs, personal representatives and assigns, forever. The Assignor does hereby warrant and agree to defend the title thereto unto said Assignee, his heirs, personal representatives and assigns, against all persons whomsoever lawfully claiming or to claim any interest therein.

WITNESS my hand and seal this 4th day of February 19 54.

Paul F. Catterson

STATE OF UTAH
COUNTY OF Salt Lake

On this 4th day of February A. D., 19 54, before me personally appeared Paul F. Catterson, a single man to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

My commission expires:

7-1-56

Notary Public
Residing in Salt Lake City, Utah

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the above assignment and certifies as follows:

- Assignee is a citizen of the United States: Native Born ; Naturalized Corporation or or other legal entity (specify what kind)
- Assignee's other interests direct and indirect in oil and gas leases or offers therefor in the same State together with the acreage in this instrument do not exceed 15,360 chargeable acres.
- Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto.
- Amount remitted: Filing fee, \$10.00.

It is hereby certified that the statements made herein are true, complete and correct to the best of the undersigned's knowledge and belief, and are made in good faith.

George D. Fehr

Address:

316544

RECEIVED
MAR 10 1954
BUREAU OF LAND MANAGEMENT
SALT LAKE CITY, UTAH

IN BOOK 431 PAGE 642
FEE \$ 8.00
SUBLETTE COUNTY, WYOMING

First Original

ASSIGNMENT OF OIL AND GAS ROYALTY

THIS AGREEMENT, made and entered into on the 13th day of January, A.D., 1954 by and between R. A. Trombley and Clarissa H. Trombley, his wife hereinafter called Assignor, and Paul F. Catterson of 516 Atlas Building, Salt Lake City, Utah, hereinafter called Assignee:

WITNESSETH:

That the undersigned Assignor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), and other good and valuable considerations, to them in hand paid by said Assignee, the receipt whereof is hereby confirmed and acknowledged, does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto said Assignee, his heirs, personal representatives and assigns, an overriding royalty interest equal to One & One-Half percent (1½ %) of all of the oil, gas, natural gasoline, and other products obtained from gas, produced and saved from the following described lands under that certain oil and gas lease made and entered into by and between the United States and R. A. Trombley as lessee, under date of July 1, 1951, bearing Wyoming Serial No. 06934 on the following described lands situated in Sublette County, State of Wyoming, to-wit:

T. 31 N., R. 108 W., 6th P.M.

Sec. 19: E½;

Sec. 29: W½;

Sec. 31: E½;

T. 30 N., R. 108 W., 6th P.M.

Sec. 6: Lots 1, 2, S½NE½, SE½;

Sec. 7: Lots 3, 4, E½SW½, SE½;

T. 30 N., R. 109 W., 6th P.M.

Sec. 10: S½;

Sec. 11: S½;

Sec. 12: S½.

2,525.94 Acres

TO HAVE AND TO HOLD all and singular the said royalty unto said Assignee, his heirs, personal representatives and assigns, forever. The Assignor does hereby warrant and agree to defend the title thereto unto said Assignee, his heirs, personal representatives and assigns, against all persons whomsoever lawfully claiming or to claim any interest therein.

WITNESS OUR hands and seals this 13th day of January

1954

STATE OF New Mexico }
COUNTY OF Bernaillo } ss

On this 13th day of January, A. D., 1954, before me personally appeared R. A. Trombley and Clarissa H. Trombley, his wife to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My commission expires:

Sept 30, 1956

Notary Public

2918 Central Ave. E.
Albuquerque, N. M.

REQUEST FOR APPROVAL OF ASSIGNMENT

The undersigned hereby requests approval of the above assignment and certifies as follows:

1. Assignee is a citizen of the United States: Native Born ☒ ; Naturalized ☐ Corporation or other legal entity (specify what kind)
2. Assignee's other interests direct and indirect in oil and gas leases or offers therefor in the same State together with the acreage in this instrument do not exceed 15,360 chargeable acres.
3. Assignee is 21 years of age or over, or if a corporation or other legal entity, is qualified as shown by statements attached hereto.
4. Amount remitted: Filing fee, \$10.00.

It is hereby certified that the statements made herein are true, complete and correct to the best of the undersigned's knowledge and belief, and are made in good faith.

paid \$10 assignment fee, Rec. # 155485*

Address:

516 atlas Bldg.
Salt Lake City, Utah.

643

Land and Survey
Box 578

316545

Jan 20 1954
IN BOOK 1131.043
FEE \$ 8.00
SUBLETTE COUNTY, WYOMING

CERTIFIED

to be a true and comparative copy
of the official records on file

JAN 18 2006

Mary Scheer
BUREAU OF LAND MANAGEMENT

AFTER RECORDING PLEASE RETURN TO:
HARRY B. DURHAM, III
OHIO OIL OFFICE BUILDING
159 NORTH WOLCOTT, SUITE 200
CASPER, WYOMING 82601

644
316558

RECORDED	Jan. 23 2006 9:20AM
IN BOOK	1310+15 PAGE 644
FEES \$	17.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING	

by Cynthia J. Friel

ASSIGNMENT AND CONVEYANCE

THIS ASSIGNMENT AND CONVEYANCE (the "Assignment"), dated effective November 15, 2005, at 7:01 a.m., Casper, Wyoming Time (the "Effective Time"), is from E. TAIT MELDRAM, also known as ELIZABETH E. SWITALSKI and ELIZABETH TAIT MELDRAM, ("Assignor") whose address is P.O. Box 628, Black Mountain, NC 28711-0628 to, E. TAIT MELDRAM, Trustee of the E. TAIT MELDRAM REVOCABLE TRUST, dated December 1, 2004, ("Assignee") whose address is P.O. Box 628, Black Mountain, NC 28711-0628.

I.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers, grants, bargains, sells, conveys and assigns to Assignee all of her 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 Assignor, 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 Assignor to convey to Assignee all of Assignor's interest in the Property whether or not correctly described in Exhibit "A";
- (b) All of Assignor's 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 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 Assignor's 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 or 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 Assignor's right, title and interest on all oil, gas and other minerals, wheresoever situated, presently owned by Assignor, or hereinafter acquired, but not described on Exhibit "A", it being Assignor's intent to convey all mineral interests owned by Assignor.

TO HAVE AND TO HOLD the Interests unto Assignee, her successors and assigns, forever.

II.

Assignor hereby warrants title to the Interests by, through and under her 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.

Assignor also hereby grants, assigns and transfers to Assignee, her 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 Assignor is entitled to enforce with respect to the Interests against Assignor's 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 states of Montana, New Mexico and 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, 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 to more fully and effectively grant, convey and assign to Assignee the Interests conveyed hereby or intended so to be.

V.

Assignor, or Assignor and Assignee, 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, States of Montana, New Mexico and 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 Assignor to Assignee; 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 Assignor 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, States of Montana, New Mexico and 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. Assignor may be the owner of, and intends to assign to Assignee, certain interests in oil, gas and mineral leases falling under the jurisdiction of the United States of America, States of Montana, New Mexico and 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 Assignor and Assignee and their respective successors and assigns.

EXECUTED this 15th day of November, 2005, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

E. Tait Meldram
E. TAIT MELDRAM

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA)
COUNTY OF Buncombe) SS.

The foregoing ASSIGNMENT AND CONVEYANCE was acknowledged before me by E. Tait Meldram on this 15 day of November, 2005.

Witness my hand and official seal.

R. Walton Davis III
Notary Public

My commission expires:

01-10-2010

R. WALTON DAVIS, III
NOTARY PUBLIC
BUNCOMBE CO., N.C.
My Commission Expires 1-10-2010

EXHIBIT "A"

1. Wyoming

A. Sublette County

1. USA Lease Serial No. W-08592

Township 33 North, Range 109 West, 6th P.M.

Section 21: S1/2S1/2

Section 28: All

Section 29: All

Section 32: E1/2

Section 33: All

Section 34: W1/2W1/2

2. USA Lease Serial No. W-08593

Township 33 North, Range 109 West

Section 17: S/2NE/4, W/2, SE/4

Section 18: Lots 1, 2, 3, 4, E/2W/2, E/2

Section 19: E/2

Section 20: All

Section 21: W/2NE/4, NW/4, N/2S/2

Wells: Stewart Point 3-28; Stewart Point 16-29; Stewart Point 9-33; Stewart 9-29D; Stewart Point 7-20; Pinedale 8; Stewart Point 11-21; Stewart Point 15-17; Stewart Point 14-20; Stewart Point 15-20; Stewart Point 4-33; Stewart Point 13-28D; Stewart Point 1-32; Stewart Point 3-33; Stewart Point 14-28; Stewart Point 2-20; Stewart Point 3-20; Stewart Point 1-20; Stewart Point 13-33; Stewart Point 15-33; Stewart Point 12-33; Stewart Point 18-32; Stewart Point 5-33; Stewart Point 8-32; Stewart Point 10-32D; Stewart Point 4-29; Stewart Point 15-32D; Pindale Unit 8 FT UN; Stewart Point 11-33; Stewart Point 5-20V; Stewart Point 16-18D; Stewart Point 16-32D

PAID UP OIL AND GAS LEASE

THIS AGREEMENT, made and entered into the 17 day of January, 2006 and effective March 12, 2006, by and between Rock Springs National Bank, as Successor Trustee of the Fear Family Trust, with an address of 333 Broadway, Rock Springs, Wyoming 82901, (hereinafter called LESSOR) and Berco Resources, LLC, a Delaware Limited Liability Company, with an address of: One Tabor Center, Suite 600, 1200 17th Street, Denver, Colorado 80202 (hereinafter called LESSEE and/or OPERATOR):

WITNESSETH:

1. That Lessor, for and in consideration of Ten and more dollars (\$10.00), in hand paid, receipt of which is hereby acknowledged, and of the agreements of Lessee hereinafter set forth, hereby grants, demises, leases and lets exclusively unto Lessee without warranty as to title the lands described below for the purpose of investigating, prospecting, exploring (by geophysical and other methods), drilling, mining, dewatering of coal seams, operating for and producing oil or gas, or both (as defined below) together with the right to construct and maintain pipelines, telephone and electric lines, tanks, ponds, roadways, and equipment thereon, to produce, save and take care of said oil and gas, and subject to the terms and conditions of all appropriate and necessary governmental permits and orders, 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 and incident to, or convenient for the economical operation of said land solely for the production, saving and taking care of oil and gas and the injection of air, gas, water, brine, and other fluids into the subsurface strata, said lands being situated in Sublette County, State of Wyoming, described as follows, to-wit:

Township 29 North, Range 112 West, 6th P.M.

Section 11: NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$

Section 12: NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$

Township 29 North, Range 111 West, 6th P.M.

Section 18: lots 1(39.68), 2(39.68), NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$

Township 29 North, Range 112 West, 6th P.M.

Section 13: E $\frac{1}{2}$ NE $\frac{1}{4}$

Township 29 North, Range 111 West, 6th P.M.

Section 6: Part of E $\frac{1}{2}$ SE $\frac{1}{4}$ lying east and north of HWY 189

Section 7: SE $\frac{1}{4}$

Section 8: S $\frac{1}{2}$, NW $\frac{1}{4}$

Township 29 North, Range 111 West, 6th P.M.

Section 16: W $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 17: N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$

316611

RECORDED	<u>Jan. 25</u>	20 <u>06</u>	2:30PM
IN BOOK	<u>131</u>	<u>025</u>	PAGE <u>648</u>
FEES \$	<u>29.00</u>	COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING			

by Cynthia J. [redacted]

Sublette County, Wyoming

consisting of 2,503.36 gross and net mineral acres, more or less (hereinafter "leased premises").

Unless revised by written agreement between Lessor and Lessee, the lands covered by this lease contain approximately 2,503.36 gross and net mineral acres, more or less.

The term **oil** as used in this lease shall be interpreted to include any liquid hydrocarbon substance which occurs naturally in the earth, including drip gasoline (distillate) or other natural condensate recovered from gas without resort to manufacturing process. The term **gas** as used in this lease shall be interpreted to include any natural gas substance, either combustible or noncombustible, which is produced in a natural gaseous state from the earth and which maintains a gaseous state at ordinary temperature and pressure conditions, including but not limited to helium, nitrogen, carbon dioxide, hydrogen sulfide, coal bed methane gas, casinghead gas and sulfur.

Subject to the other provisions herein contained, this lease shall remain in force for a term of FOUR (4) years from the effective date of this lease (herein called "Primary Term") and as long thereafter as oil and gas, or either of them, are produced from the leased premises or drilling operations are continuously pursued. For purposes of this lease, "drilling operations" shall include operations for the drilling of a new well and operations for the reworking, deepening or plugging back of a well or hole or other operations conducted in a good faith effort to establish, resume or re-establish production of oil and gas; drilling operations shall be considered to be "continuously pursued" if not more than one hundred twenty (120) days shall elapse between the completion and abandonment of one well or hole and the commencement of drilling operations on another well or hole; drilling operations shall be deemed to be commenced for a new well only at such time as the drilling rig is physically on the location and actual drilling operations have commenced and the setting of surface casing shall not constitute "actual drilling operations"; and, drilling operations shall be deemed to be commenced with respect to reworking, deepening, plugging back or other operations conducted in a good faith effort to resume or re-establish production of oil and gas at such time as Lessee has the requisite equipment for such operations at the wellsite and such operations have actually commenced. For purposes of this lease, if prior to the expiration of the Primary Term, Lessee has drilled a well on the leased premises and completed the same for the production of coalbed methane gas such well shall be deemed to be producing gas under this lease when dewatering of coal seams from which the coalbed methane gas will be produced is occurring for a maximum time limit of twelve (12) months from the date the Primary Term ends. In no event will dewatering operations constitute "producing gas" or "a producing well" or "drilling operations" after twelve (12) months from the date the Primary Term ends.

2. Lessee covenants, agrees and shall pay to Lessor as royalty, free of all costs (including but not limited to processing, transporting, marketing, overhead, and administrative costs), seventeen and one-quarter percent (17.25%) of the bona fide full fair market value, of the oil produced or sold from the lease premises and delivered in the pipeline or storage tanks to which Lessee may connect its wells, and to pay seventeen and

one-quarter percent (17.25%) of the bona fide full fair market value, at the point of the first bona fide arms-length sale, of the natural gas and related products (including, but not limited to, methane, coalbed gas, helium, nitrogen, carbon dioxide, hydrogen sulfide, sulfur, casinghead gas, and liquid hydrocarbons) produced or sold from the leased premises less lease use gas described hereinafter in Section 7. Said royalty on oil and/or gas shall also apply to any payments (however categorized) received for any oil and/or gas which is lost or not produced, but for which payment is made or received. Lessor's royalty shall bear its proportionate share of State of Wyoming severance, conservation and ad valorem taxes. Lessor, at Lessor's option, may elect to take all or any portion of lessor's royalty in-kind by delivering such written election to Lessee, such election shall be in force from the date of delivery until changed or revoked by Lessor.

3. If after the expiration of the Primary Term of this lease, production from the leased lands which are included within a participating area, production or spacing unit prescribed by law should cease, this lease shall not terminate if Lessee is then prosecuting drilling operations, or within one hundred-twenty (120) days after each such cessation of production commences drilling operations, and this lease shall remain in force so long as such operations are continuously pursued, and if production results therefrom, then as long thereafter as oil or gas is produced from the leased lands which are included within a production or spacing unit prescribed by the governmental agency or agencies with authority to regulate the production of oil and/or gas from the leased premises.

4. Except as otherwise provided for herein, this lease shall terminate at the end of the Primary Term, as to all of those leased lands not then included within a participating area, production or spacing unit prescribed by law or administrative authority on which is located a well producing or capable of producing oil and/or gas or on which Lessee is engaged in drilling or reworking operations, and shall terminate as to all depths below one hundred feet (100 ft.) from the bottom of the deepest producing reservoir of the then producing well (defined to be one hundred feet (100 ft.) below the stratigraphic equivalent of the deepest perforations in a well capable of producing oil and/or gas) located in the specific production or spacing unit which is to be held by production. This lease shall not terminate so long as drilling or reworking operations are being diligently pursued with not more than one hundred-twenty (120) days elapsing between completion or abandonment of one well and the beginning of operations for the drilling of another well. Further, Lessee agrees that upon the expiration of all or any part of this lease a release of those lands will be executed and recorded in the county records in a timely manner.

5. If at any time, either before or after the expiration of the Primary Term of this lease, there is a well capable of producing gas in paying quantities on lands covered by this lease, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by Lessee) and it shall nevertheless be considered that gas is being produced from lands covered by this lease during all times while the well is so shut-in, subject to the further requirements in this paragraph and any conflicting provision contained in this lease. After the expiration of the Primary Term and during all times any well is shut-in, Lessee, in addition to all other required payments, shall pay Lessor Five

Thousand (\$5000.00) per well, per year for the privilege of keeping any well shut-in. Said shut-in payment shall be made prior to the end of the Primary Term and prior to any subsequent anniversary date of the effective date of this lease. The failure to make any such payment results in the immediate termination of this lease. Lessee shall use good faith reasonable diligence to market the gas capable of being produced from such shut-in well, but shall be under no obligation to market the gas under terms, conditions or circumstances which, in Lessee's judgment, exercised in good faith, are unsatisfactory. After the expiration of the Primary Term of this lease, under no circumstances shall a shut-in well remain shut-in for a period of more than twenty-four (24) consecutive months or for more than forty-eight (48) cumulative months, and any shut-in well that remains shut-in for more than twenty-four (24) consecutive months or for more than forty-eight (48) cumulative months shall be deemed to be a non-producing well, or wells and this lease shall terminate as to such lands.

6. If Lessor owns a lesser interest in the above described land than the entire and undivided fee simple mineral estate therein, then the payments and royalties herein provided shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided mineral fee.

7. Lessee **shall not** have the right to use, free of cost, gas and oil produced on said land for its operation thereon, except Lessee shall have the right to use free of costs lease use gas produced from the leased premises necessary solely for the reasonable and prudent operation of equipment required to produce hydrocarbons from wells located on the leased premises, and all of said equipment shall be located at the well location from which the gas being used is produced. Notwithstanding the above limited use of gas for operation of certain equipment, Lessee shall not use gas produced from the leased premises free of costs for central compression facilities, gas treatment facilities, central dehydration facilities, gas processing facilities, and transportation.

8. Lessee shall pay the surface landowner for damages caused by its operations on said land. No well shall be drilled nearer than two hundred-fifty (250) feet to a house, water well, reservoir, stream (or other water source), spring, structure or barn now on said premises, without written consent of Lessor and the surface landowner. Upon termination of this lease by surrender, forfeiture, or otherwise, Lessee shall have the right at any time within a period of one year thereafter to remove from the leased premises all of its property of any kind whatsoever situated thereon, including, but not limited to, all machinery, equipment, tools, appliances, materials, and rights and other structures, and the right to draw and remove casing.

9. Lessee shall not assign, sublet or convey in any manner any portion of this lease without the prior written consent of Lessor, which written consent shall not unreasonably be withheld. If Lessor does not respond within ten (10) days of receiving written notice of a transfer of interest by Lessee, Lessor shall be deemed to have granted its consent. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed (except as restricted above), the express and implied covenants hereof shall extend to and bind all such sublessees,

successors and assigns of the parties; and in the event of a proper assignment or subletting by Lessee, Lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any obligation arising subsequent to the date of such assignment or subletting.

No change in ownership of the land, royalties or other payments, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee or require separate measuring or installation of separate tanks by Lessee. Notwithstanding any actual or constructive knowledge of or notice to Lessee, no change in ownership of said land or of the right to receive royalties, or other payments hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be effective against Lessee until thirty (30) days after receipt of written notice to Lessee by Lessor, or Lessor's agent, of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in Lessee's opinion to establish the ownership of the claiming party. If this lease is assigned or sublet insofar as it covers only a part of the acreage embraced in the leased premises, the shut-in well payments, and other non-royalty payments hereinabove provided for shall be apportioned to the separate parties, and failure of the leasehold owner or subleases of any separate part of the above described lands to make a payment with respect to such part shall in no event operate to terminate or affect this lease insofar as it covers any other part thereof.

10. In the event Lessor considers that Lessee has not complied with any of its obligations hereunder, either express or implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this lease. Lessee shall then have thirty (30) days after receipt of said notice within which to cure all of the breaches alleged by Lessor.

11. This lease shall not be terminated in whole or in part, nor Lessee held liable in damages for failure to comply with any such obligations or covenants if such failure is the result of the exercise of governmental authority, war, act of God, strike, fire, explosion, flood or any other cause reasonably beyond the control of Lessee.

12. Lessee covenants and agrees to indemnify, defend and hold harmless Lessors from and against all liability and from and against the payment of any and all damages, claims, costs and expenses, including but not limited to all attorneys' fees, costs and expenses, resulting from Lessee's failure to comply with state, local or federal regulations; and Lessee also covenants and agrees to indemnify, defend and hold harmless Lessors from and against all liability and from and against the payment of any and all damages, claims, costs and expenses including but not limited to all attorneys' fees, costs and expenses, arising out of damage to livestock and personal or real property or injury to or death of any employee(s) of Lessor or Lessee or any other person whomsoever (including Lessors), where such injury, death or damage occurs, in whole or in part, because of or in any manner arising out of or in connection with Lessee's operations on said leased premises.

13. Lessor makes no warranties or representations herein, either express or implied, concerning title to the premises or minerals leased; and hereby agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgage, 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.

14. Lessor reserves the right to mine, remove, and process all other minerals not covered by this oil and gas lease. It is understood that this Oil & Gas Lease or Memorandum thereof, once recorded, is dominate to all mineral leases not placed of record prior to the recording of this lease.

15. Lessee shall pay all state, county and local tax assessments upon any and all structures and other improvements, machinery, equipment, tools, supplies and personal property whatsoever placed upon the leased premises by Lessee.

16. Lessee agrees that upon the expiration or other termination of this lease, it will leave the leased premises in a condition which complies with all applicable laws and lawful governmental regulations and orders, and it will reseed and restore all areas disturbed by its operations.

17. The leased lands (described above) shall not be included in any federal or secondary recovery unit without the express written permission of Lessor. The leased lands shall not be pooled with any other lands without the express written permission of Lessor, except and unless said pooling is limited to lands located within a spacing unit prescribed by the Wyoming Oil and Gas Conservation Commission.

18. In the event of forfeiture, surrender or other termination of this lease, or any portion thereof, for any reason, Lessee shall promptly execute and deliver to Lessor a formal surrender, release and quit-claim on the part of the Lessee which has been forfeited, surrendered, or in any other manner terminated, which surrender, release and quit-claim shall be executed and acknowledged in a form entitling such instrument to be recorded.

19. Lessee shall be subject to and covenants and agrees to comply with all federal, state, and local laws, rules, and regulations applicable in any manner to its operations under this lease.

20. Lessee hereby agrees that all documents, records, production data, processing costs or data, well data, sale data, product valuation information and any other information relating in any manner to any oil and gas well located on the lands covered by this agreement or production from lands covered by this agreement shall, at the request of the Lessor, be made available for inspection and copying in Lessee's office by Lessor or his designated agent, but Lessee shall not be required to provide the information and data until at least three (3) months after completion of the specific well for which the information or documents pertains. Lessee's geological and geophysical interpretations of this data shall be specifically excluded from this provision. Lessor hereby agrees to keep such information confidential and not disclose such information to any person or entity

other that its officers, directors, partners, employees, attorneys, accountants, tax advisors, or financial advisors who have a bona fide need to have access to such information in order for Lessor to conduct its business and financial affairs, and such persons or entities shall be required to keep any such information confidential.

21. Lessee and Lessor agree that this Paid Up Oil and Gas Lease shall not be filed in the real property records of the county where the leased lands are located without the written consent of both parties, and that Lessee shall file of record a Memorandum of Paid Up Oil and Gas Lease in the real property records of the county where the leased lands are located.

22. Notwithstanding any provision in this agreement or any other document or agreement, to the extent that a conflict, dispute or inconsistency is created or exists between language contained in this lease and language in any other agreement, including but not limited to any unit agreement or unit operating agreement which pertains to lands covered by this lease, or this lease, the terms of this Paid Up Oil and Gas Lease shall govern for all purposes.

23. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors in interest, in whole or in part, of said Lessor or Lessee.

WHEREFORE this lease is executed this 12th day of January, 2006.
17 20

LESSOR: Rock Springs National Bank,
as Successor Trustee of the Fear Family Trust

LESSEE: Berco Resources, LLC

By: [Signature]
By: Ben Hansen
Its: Trust Officer

By: [Signature]
By: Timothy R. Morris
Its: Vice President - land

ACKNOWLEDGEMENT

STATE OF Wyoming
COUNTY OF Sweetwater ss.

The Paid Up Oil and Gas Lease was executed and acknowledged personally before me this 17 day of January, 2006 by Ben Hansen, on behalf of and for the benefit of as Rock Springs National Bank, Successor Trustee of the Fear Family Trust, Lessor.

WITNESS my hand and official seal.

Jamara A. Sporn
Notary Public

My Commission expires: 6-17-08

ACKNOWLEDGEMENT

STATE OF Colorado
COUNTY OF Denver ss.

The foregoing Paid Up Oil and Gas Lease was signed and acknowledged before me this 12th day of January, 2006 by Timothy R. Morris as Vice President and attorney-in-fact for Berco Resources, LLC and who acknowledged and represented he was signing this Agreement on behalf of and for the benefit of Berco Resources, LLC, Lessee.

WITNESS my hand and official seal.

Kelly D. Byrd
Notary Public

My commission expires: July 13, 2006



ASSIGNMENT OF OVERRIDING ROYALTY INTEREST
With Special Warranty of Title

KNOW ALL MEN BY THESE PRESENTS that Freeman Investments, of 3415 S. Clayton Blvd., Englewood, CO 80113-7611, 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 confessed and acknowledged, does hereby convey, transfer, assign, and set over unto the following parties, overriding royalty interests, in percentages described below, burdening all of the oil, gas and other hydrocarbon substances in place and which may be produced, saved and marketed from the below described federal leases and lands or lands pooled or unitized therewith:

R.K. O'Connell 2.5% of 8/8ths

P.O. Box 2003

Casper, Wyoming 82602

Each of the following five parties receiving 0.5% of 8/8ths and all having the same address of 3415 S. Clayton Blvd., Englewood, Colorado 80113-7611:

- 1) **Ann B. F. Flanigan**
- 2) **Laura S. Freeman**
- 3) **Ann B.F. Flanigan** as Custodian Under the Colorado Uniform Trust to Minors Act for the benefit of Ellen S. Freeman, a minor
- 4) **Ann B.F. Flanigan** as Custodian Under the Colorado Uniform Trust to Minors Act for the benefit of Betsy R. Freeman, a minor
- 5) **Ann B. F. Flanigan** as Custodian Under the Colorado Uniform Trust to Minors Act for the benefit of Peter C. Freeman, a minor

all of the above six parties hereinafter referred to as a group as Assignees.

The federal leases burdened by the overriding royalty interests assigned herein are located in ~~Sweetwater~~ Sublette County, Wyoming and described as follows:

W-155834

Township 30 North, Range 114 West

Section 7: Lots 1 and 2, E/2NW

Section 21: W/2NE, NW, SE

Containing 557.56 acres, more or less

Effective 10-1-05

W-164590

Township 30 North, Range 114 West

Section 20: S/2S/2

Section 21: SW

Section 30: Lots 1 and 2, E/2NW

Containing 480.01 acres, more or less

Effective 1-1-06

316630

RECORDED	<u>Jan. 26 2006 2:30PM</u>
IN BOOK	<u>1310+M</u> PAGE <u>656</u>
FEES \$	<u>115.00</u> COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING	

by Cynthia G. Friel

This assignment is made with warranty of title, by, through and under Assignor, but not otherwise and it is the intent of this assignment to transfer a total of 5% of 8/8ths overriding royalty interest.

To have and to hold unto said Assignees, their successors and assigns forever.

Executed this 3rd day of January, 2006.

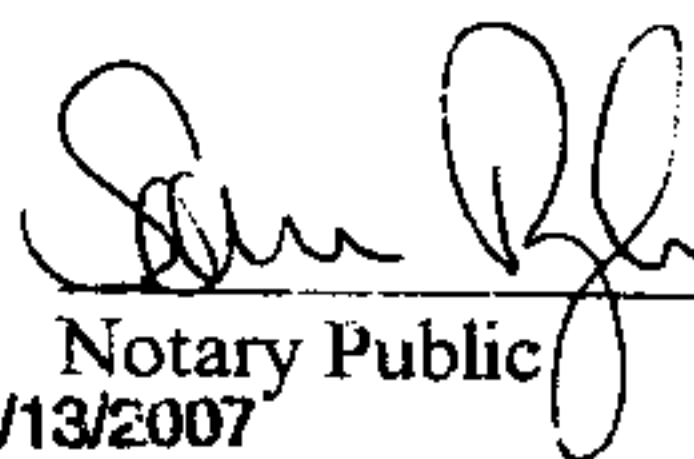
Freeman Investments

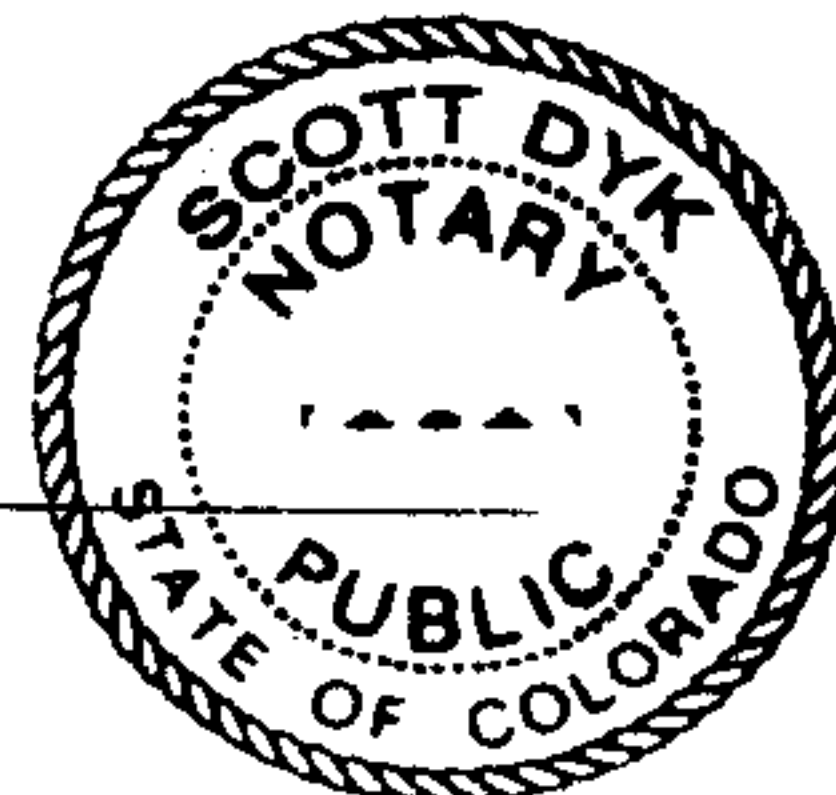
[Signature]
 Joe Freeman, Partner

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by Joe Freeman as Partner of Freeman Investments, this 3rd day of January, 2006.

WITNESS my hand and official seal.


Notary Public



My Commission Expires: My Commission Expires 04/13/2007

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.

WYW-36438

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* PRIZE ENERGY RESOURCES, L.P., a wholly owned subsidiary of Cimarex Energy Co.
Street 1700 Lincoln Street, Suite 1800
City, State, ZIP Code Denver, Colorado 80203

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

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

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

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

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	b	c	d	e	f
Township 30 North, Range 114 West, 6th P.M. Section 33: S/2SW/4, SE/4NW/4SW/4, S/2NE/4SW/4 containing 110.00 acre, more less Sublette County, Wyoming	29.349166%	4.305555%	25.043611%	None	Those of Record
Limited in depth from one hundred (100) feet below the base of the Baxter sand to one hundred (100) feet below the total depth 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-114W, Sublette County, WY.					
Subject to that certain Farmout Agreement dated December 10, 2001, between Prize Operating Company, sole general partner of Prize Energy Resources, L.P. and Williams Production RMT Company.					

316673

RECORDED Jan. 30 2006 2:40 P.M.
IN BOOK 131 0+1 PAGE 658
FEES \$ 114.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Cynthia J. Friel

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 _____

(Authorized Officer)

(Title)

(Date)

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 (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.
but effective as of January 1, 2005

Executed this 21st day of Dec, 2005
Name of Transferor WILLIAMS PRODUCTION RMT COMPANY
Please type or print

Executed this 28th day of December, 2005
PRIZE ENERGY RESOURCES, L.P.,
a wholly owned subsidiary of Cimarex Energy Co.

Transferor _____
(Signature)
Attorney-in-fact Joseph P. Barrett (Signature) JPB
1515 Arapahoe Street, Tower 3, Suite 1000
(Transferor's Address)
Denver, Colorado 80202
(City) (State) (Zip Code)

Transferee [Signature]
By: Stephen P. Bell, SR. VP (Signature)

BURDEN HOURS STATEMENT

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

Attached to and made a part of that certain Transfer of Operating Rights effective January 1, 2005, from Williams Production RMT Company, Transferor, to Prize Energy Resources, L.P., Transferee

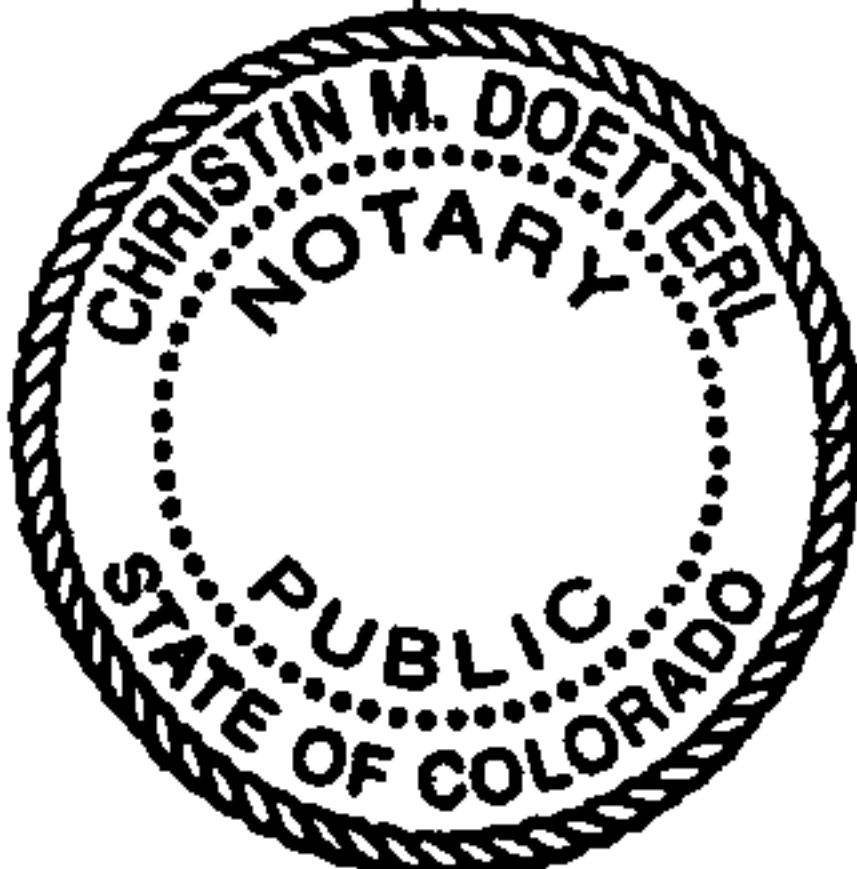
ACKNOWLEDGMENTS

STATE OF Colorado)
) ss
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 28th day of December, 2005, by Stephen P. Bell, SR. VP of Prize Energy Resources, L.P., a wholly owned subsidiary of Cimarex Energy Co., on behalf of said corporation.

Witness my hand and official seal.

My commission expires:
13 oct 2007



[Signature]

Notary Public

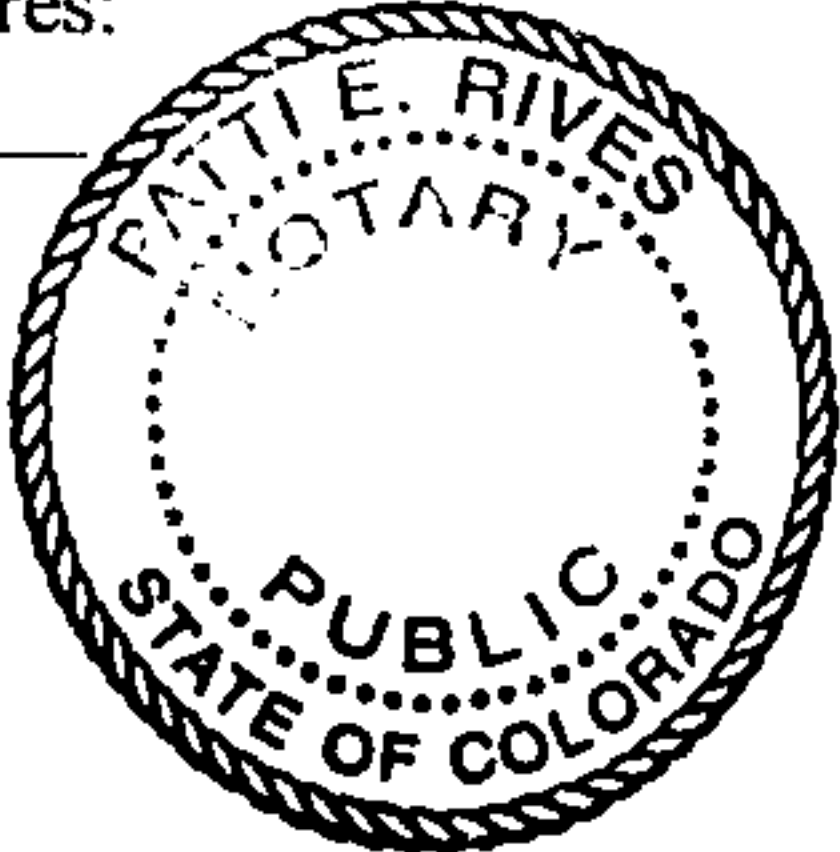
My Commission Expires 10/13/2009

STATE OF COLORADO)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this 21st day of December, 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



[Signature]

Notary Public

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.

WYW-38887

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* **PRIZE ENERGY RESOURCES, L.P., a wholly owned subsidiary of Cimarex Energy Co.**
Street **1700 Lincoln Street, Suite 1800**
City, State, ZIP Code **Denver, Colorado 80203**

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

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

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

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

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 114 West, 6th P.M. Section 4: Lot 4 (NW/4NW/4) containing 21.05 acre, more less Sublette County, Wyoming	61.484532%	2.500000%	58.984532%	None	Those of Record
<p style="text-align: center;">316674</p> <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: fit-content;"> <p>RECORDED <u>Jan. 30 2006 2:40 PM</u></p> <p>IN BOOK <u>931 O+M</u> PAGE <u>661</u></p> <p>FEES \$ <u>14.00</u> COUNTY CLERK</p> <p>SUBLETTE COUNTY, PINEDALE, WYOMING</p> <p>by <u>Cynthia J. Friel</u></p> </div>					
<p>Limited in depth from one hundred (100) feet below the base of the Baxter sand to one hundred (100) feet below the total depth 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-114W, Sublette County, WY.</p> <p>Subject to that certain Farmout Agreement dated December 10, 2001, between Prize Operating Company, sole general partner of Prize Energy Resources, L.P. and Williams Production RMT Company.</p>					

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 _____

(Authorized Officer)

(Title)

(Date)

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 (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith,
but effective as of January 1, 2005

Executed this _____ day of _____, 2005

Name of Transferor WILLIAMS PRODUCTION RMT COMPANY
Please type or print

Transferor _____
(Signature)

Attorney-in-fact _____
Joseph P. Barrett (Signature)

1515 Arapahoe Street, Tower 3, Suite 1000
(Transferor's Address)

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

Executed this 28TH day of December, 2005

PRIZE ENERGY RESOURCES, L.P.,
a wholly owned subsidiary of Cimarex Energy Co.

Transferee _____
(Signature)

By: Stephen P. Bell, Sr. VP (Signature)

BURDEN HOURS STATEMENT

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

Attached to and made a part of that certain Transfer of Operating Rights effective January 1, 2005, from Williams Production RMT Company, Transferor, to Prize Energy Resources, L.P., Transferee

ACKNOWLEDGMENTS

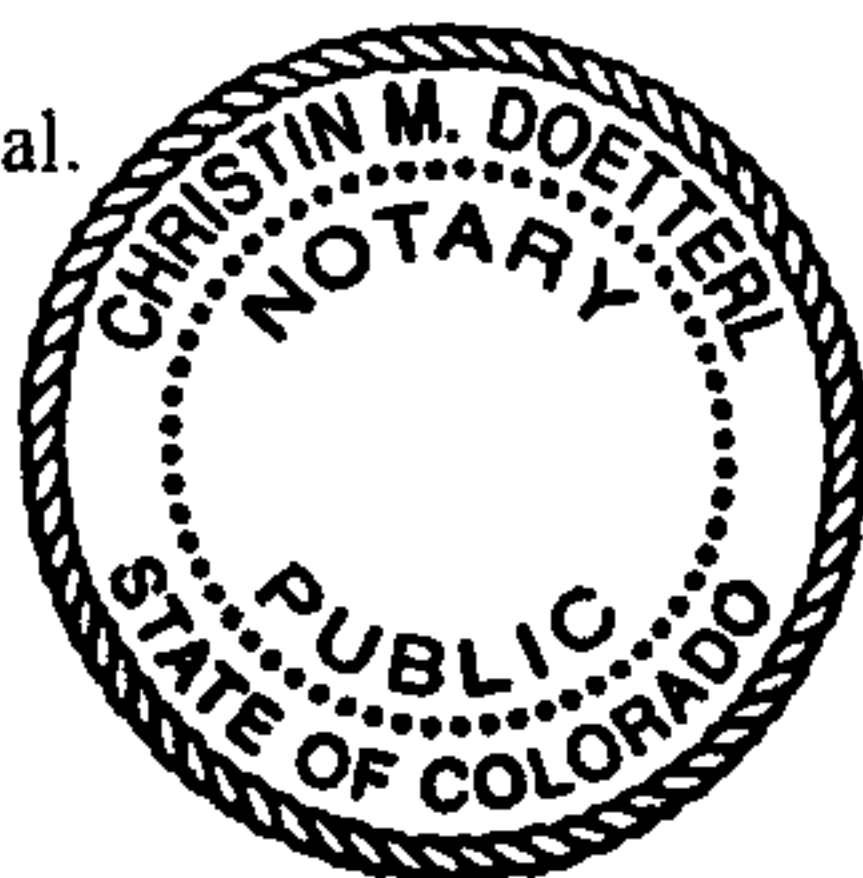
STATE OF Colorado)
) ss
COUNTY OF Denver)

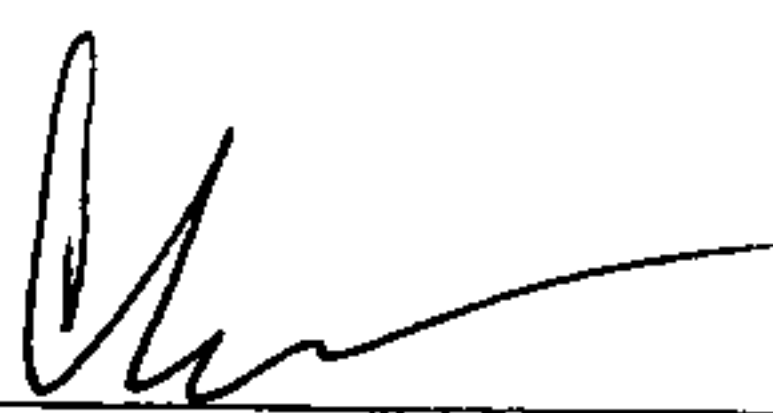
The foregoing instrument was acknowledged before me this 28th day of December, 2005, by Stephen P. Bell, Sr. VP of Prize Energy Resources, L.P., a wholly owned subsidiary of Cimarex Energy Co., on behalf of said corporation.

Witness my hand and official seal.

My commission expires:

13 Oct 2009




Notary Public

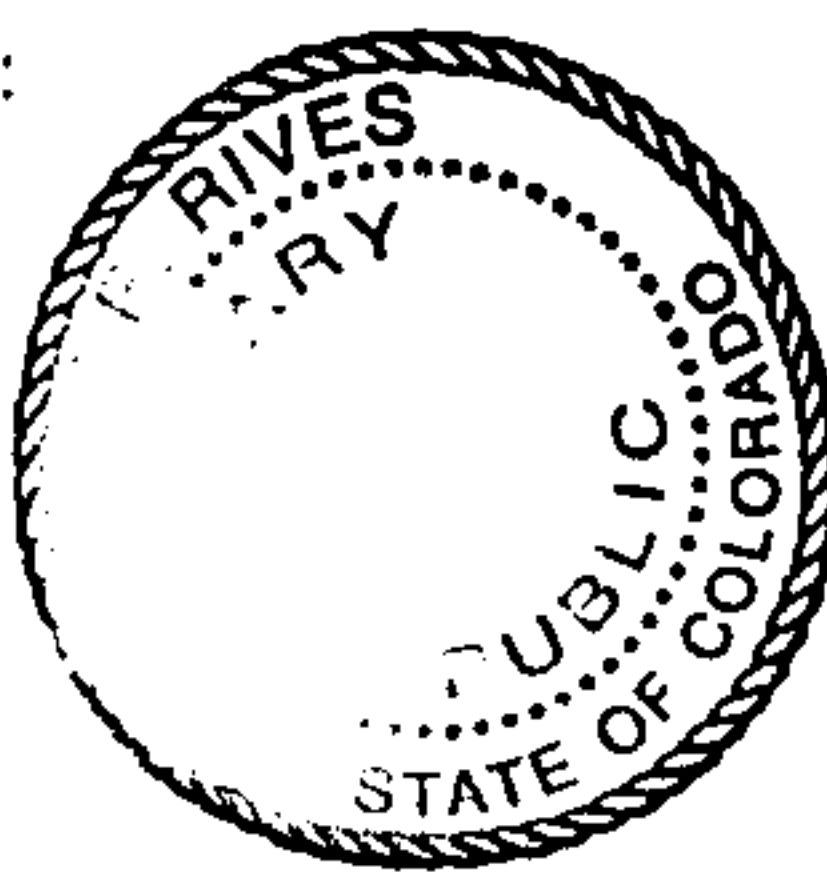
STATE OF COLORADO)
) ss
COUNTY OF DENVER)

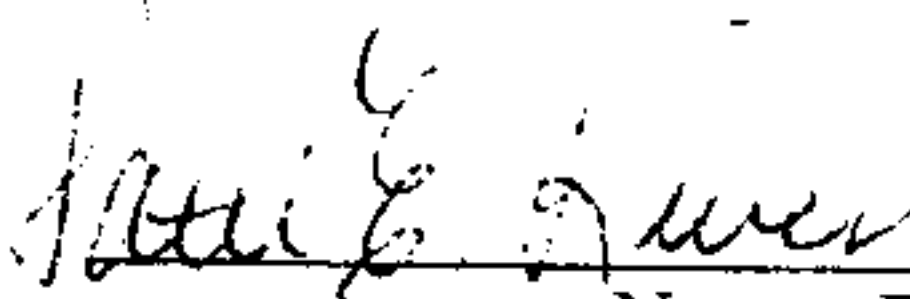
The foregoing instrument was acknowledged before me this 21st day of December, 2005, by Joseph P. Barrett, Attorney-in-Fact of Williams Production RMT Company, on behalf of said corporation.

Witness my hand and official seal.

My commission expires:

2/21/07




Notary Public

664

STIPULATION OF INTERESTS

(Portion of USA Oil and Gas Lease WYW-015316)

This instrument is made and entered into as of this 9th day of June, 2005 to be effective as of February 1, 2005 at 7:00 a.m. Mountain Standard Time, by and among the following Working Interest Owners of a portion of USA Oil and Gas Lease WYW-015316 insofar only as said lease covers those lands described on Exhibit "A" attached hereto (the "Working Interest Owners"):

Williams Production Rocky Mountain Company,
a Delaware Corporation
With an address of:
P.O. Box 3102
Tulsa, Oklahoma 74101 ("Williams"),

316679

Shell Rocky Mountain Production, LLC,
a Delaware Corporation
With an address of:
4582 S. Ulster Street Parkway, Suite 500
Denver, Colorado 80237 ("Shell"),

RECORDED	<u>Jan. 31</u>	20 <u>06</u>	<u>8:15A.M</u>
IN BOOK	<u>1310+M</u>	PAGE	<u>664</u>
FEES \$	<u>137.00</u>	COUNTY CLERK	
SUBLETTE COUNTY, PINEDALE, WYOMING			

by Cynthia J. Friel

SWEPI LP
a Delaware limited partnership
With an address of
P.O. Box 576
Houston, Texas 77001 ("SWEPI"),

and each of the overriding royalty interest owners shown on Exhibit "A" attached hereto, which Exhibit is hereby incorporated herein, said parties being hereinafter referred to as the "Overriding Royalty Interest Owners".

WHEREAS, the parties hereto desire to clarify their respective interests in those portions of the lands covered by USA Oil and Gas Lease WYW-015316, which are described on Exhibit "A" attached hereto, said lease being hereinafter referred to as the "Subject Lease", and said lands being hereinafter referred to as the "Subject Lands";

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually confessed and acknowledged, it is hereby stipulated and agreed as follows:

1. The interests of the Working Interest Owners in the Subject Lease and in the Subject Lands are as described on Exhibit "A", which Exhibit is hereby incorporated herein.
2. The interests of the Overriding Royalty Interest Owners are as set forth on Exhibit "A" and shall be borne out of the interests of the Working Interest Owners as shown on said Exhibit. The overriding royalty interests shown on Exhibit "A" represent the entire overriding royalty in the Subject Lease and Lands owned by each of the Overriding Royalty Interest Owners. Each overriding royalty shown on Exhibit "A" shall be borne by the working interest of each of the Working Interest Owners in the proportion that the working interest in the Subject Lease and Lands of such Working Interest Owner bears to the total of all working interests in the Subject Lease and Lands which are burdened by such overriding royalty interest, including, without limitation, the working interests of parties other than those Working Interest Owners who are parties to this instrument.
3. The interests of the Working Interest Owners in Tracts I and II described on Exhibit "A" are held subject to that certain Joint Operating Agreement (parts of Blocks A, B and all of Block E) dated October 25, 2001 originally between McMurtry Energy Company as "Operator" and Nerd Energy Inc., et. al. as "Non-Operators".

4. The interests of the Working Interest Owners in Tracts V and VI described on Exhibit "A" are held subject to that certain Joint Operating Agreement (Block D) dated October 25, 2001 originally between Ultra Resources, Inc. as "Operator" and McMurry Energy Company, et. al. as "Non-Operators".

5. The Working Interest Owners acknowledge that Shell is the current Operator under each of the aforementioned Operating Agreements.

6. In the event oil, gas, or other hydrocarbons are produced in the same wellbore from more than one horizon in and under the lands described on Exhibit "A" and if due to differences in the working interest ownership in such producing horizons it becomes necessary for the Working Interest Owners to allocate such production among the various producing formations, such allocation as may be agreed to by the Working Interest Owners shall be binding upon the Overriding Royalty Interest Owners so long as such allocation is made in good faith, is reasonable, and is binding on all Working Interest Owners.

7. The parties acknowledge that the New Fork Unit (now known as the New Fork Federal) No. 13-10 Well referred in that certain Transfer of Operating Rights recorded in Book 121 of Oil and Gas at Page 309 of the records of Sublette County, Wyoming is located in the SW/4SW/4 of Section 10, Township 30 North, Range 108 West, 6th P.M. and not in Township 31 North, Range 108 West, 6th P.M.

8. Except as specifically provided herein, the rights of the parties in the Subject Lease and Lands shall remain as they were in effect prior to the execution of this instrument.

9. Each of the parties hereby, without warranty of any kind, grants, assigns, and conveys to the other parties executing this instrument, or an identical counterpart hereof, such interests in the Subject Lease, insofar only as it covers the Subject Lands, as may be necessary to establish the ownership in said lease and lands in a manner consistent with the ownership set forth on Exhibit "A".

10. This instrument may be executed in multiple counterparts and shall be binding on those parties executing this instrument (or an identical counterpart hereof), even though not all of the owners shown on Exhibit "A" do so. Executed signature pages from identical counterparts may be attached to this instrument for recording purposes.

DONE to be effective as of the 1st day of February 2005 at 7:00 A.M., Mountain Standard Time.

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THIS SPACE INTENTIONALLY LEFT BLANK.

666

The following signature pages are attached to and made a part of
Stipulation of Interests covering a portion of USA Oil and Gas Lease WYW-015316.

WORKING INTEREST OWNERS

WILLIAMS PRODUCTION ROCKY MOUNTAIN COMPANY, a Delaware corporation

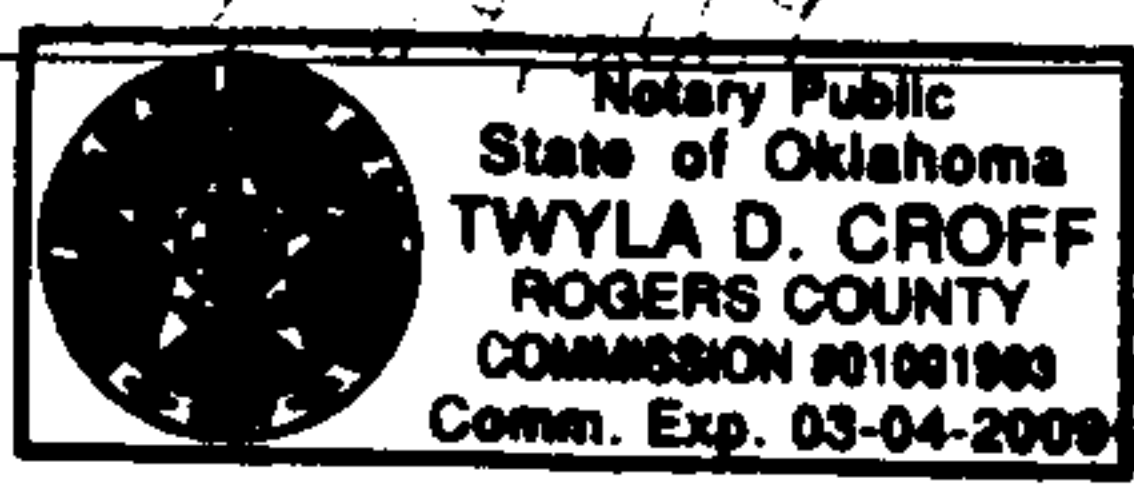
By: *Ken McQueen*
Name: Ken McQueen
Title: Mgr. Jt. Int. Opr.
Date: 11-21-2005

STATE OF Oklahoma)
) ss.
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me by Ken McQueen, as Manager, Joint Interest Op of Williams Production Rocky Mountain Company, a Delaware corporation, on behalf of the corporation, this 16th day of December, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:



Twyla D. Croff
Notary Public

SHELL ROCKY MOUNTAIN PRODUCTION LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ as _____ for Shell Rocky Mountain Production, LLC, a Delaware limited liability company, on behalf of the company this _____ day of _____, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

Notary Public

The following signature pages are attached to and made a part of
Stipulation of Interests covering a portion of USA Oil and Gas Lease WYW-015316.

WORKING INTEREST OWNERS

**WILLIAMS PRODUCTION ROCKY
MOUNTAIN COMPANY, a Delaware corporation**

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me by _____, as
_____ of Williams Production Rocky Mountain Company, a Delaware
corporation, on behalf of the corporation, this _____ day of _____, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

Notary Public

**SHELL ROCKY MOUNTAIN PRODUCTION
LLC, a Delaware limited liability company**

By: B. O. Eubanks
Name: B. O. Eubanks
Title: Attorney-in-Fact
Date: 1/11/06

STATE OF Texas)
COUNTY OF Harris) ss.

The foregoing instrument was acknowledged before me by B. O. Eubanks as
Attorney-in-Fact for Shell Rocky Mountain Production, LLC, a Delaware
limited liability company, on behalf of the company this 11th day of January,
2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

Gayle Kacal
Notary Public



The following signature pages are attached to and made a part of
Stipulation of Interests covering a portion of USA Oil and Gas Lease WYW-015316.

SWEPI LP, a Delaware limited partnership

By: B. O. Eubanks
Name: B. O. Eubanks
Title: Attorney-in-Fact
Date: 1/11/06

STATE OF Texas)
COUNTY OF CHANDLER) ss.

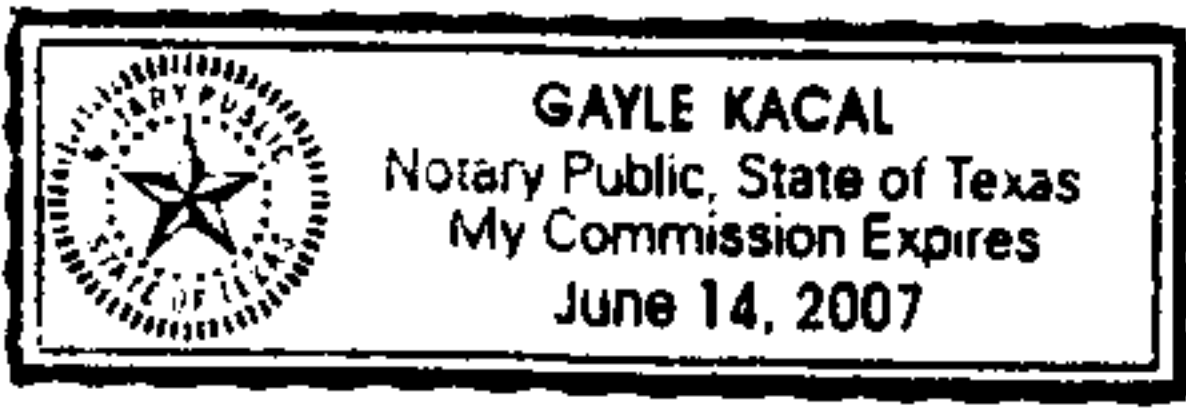
The foregoing instrument was acknowledged before me by B. O. Eubanks as Attorney-in-Fact, for SWEPI LP, a Delaware limited partnership, on behalf of the partnership, this 11th day of January, 2006.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

June 14, 2007

Gayle Kacal
Notary Public



The following signature pages are attached to and made a part of
Stipulation of Interests covering a portion of USA Oil and Gas Lease WYW-015316.

OVERRIDING ROYALTY INTEREST OWNERS

MAP 2001-NET, an Oklahoma General Partnership

By: Mineral Acquisition Partners, Inc.,
General Partner

By: Carolyn L. Frans

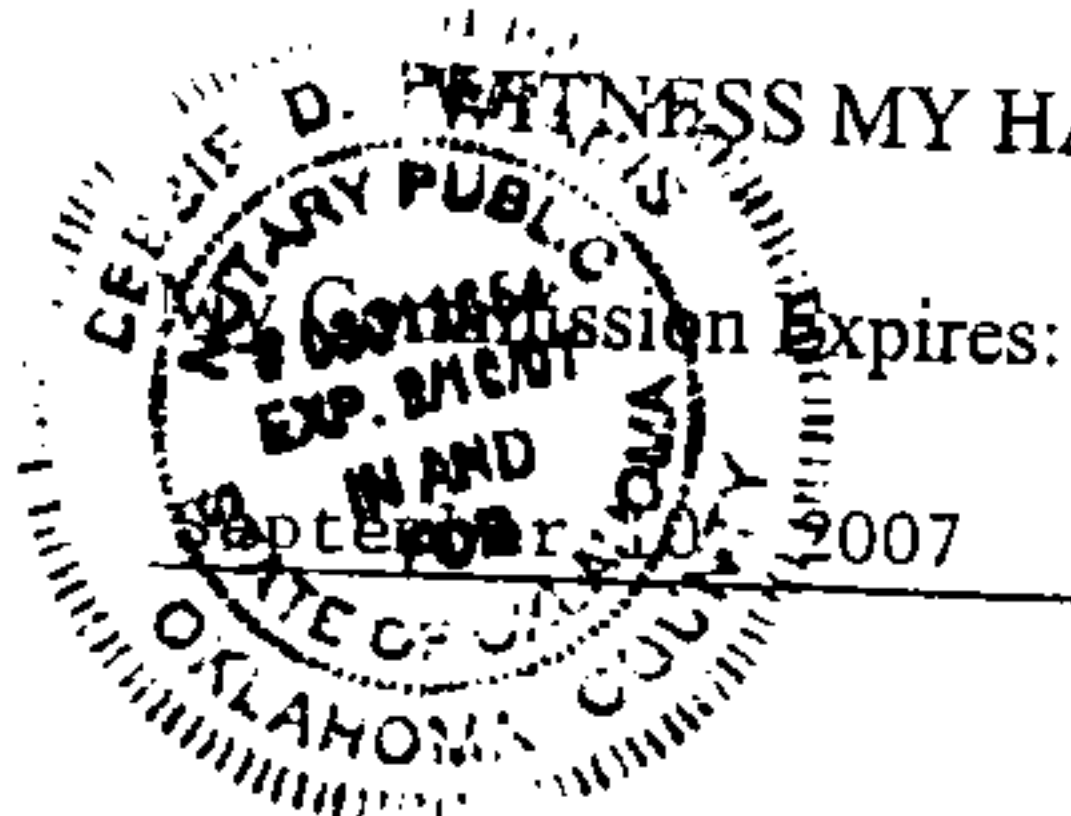
Name: Carolyn L. Frans,

Title: Vice President

Date: July 12, 2005

STATE OF Oklahoma)
) ss.
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me by Carolyn L. Frans as
Vice-President, of MAP 2001-NET, an Oklahoma General Partnership,
on behalf of the partnership, this 12th day of July, 2005.



Debbie D. Perkins
Notary Public Debbie D. Perkins
Commission # 03011654

OSMOND OIL & GAS LLC, a Colorado limited
liability company

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____, as _____ of Osmond Oil & Gas
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

The following signature pages are attached to and made a part of
Stipulation of Interests covering a portion of USA Oil and Gas Lease WYW-015316.

OVERRIDING ROYALTY INTEREST OWNERS

MAP 2001-NET, an Oklahoma General Partnership

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me by _____ as
_____, of MAP 2001-NET, an Oklahoma General Partnership,
on behalf of the partnership, this _____ day of _____, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

Notary Public

OSMOND OIL & GAS LLC, a Colorado limited liability company

By: John C. Osmond, Mgr.
Name: JOHN C. OSMOND, MGR.
Title: Manager
Date: 20 June 2005

STATE OF COLORADO)
COUNTY OF DENVER) ss.

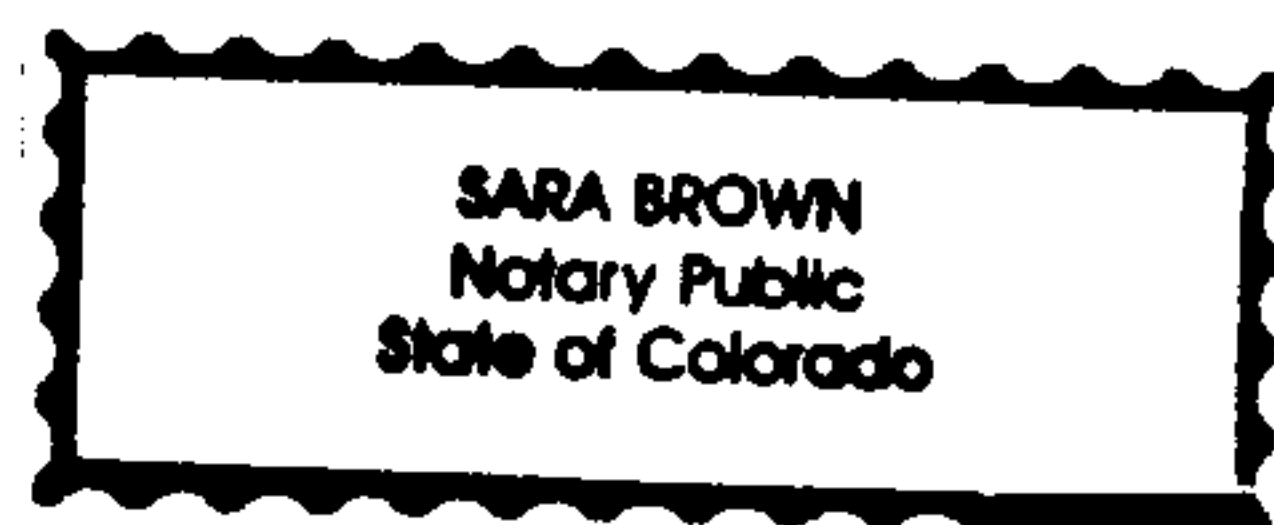
The foregoing instrument was acknowledged before me by JOHN C. OSMOND
_____, as MANAGER of Osmond Oil & Gas
LLC, a Colorado limited liability company, on behalf of the company, this 20 day of
June, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

2/4/2008

Notary Public Sara Brown



The following signature pages are attached to and made a part of
Stipulation of Interests covering a portion of USA Oil and Gas Lease WYW-015316.

MAP 2003-NET, an Oklahoma General Partnership

By: Mineral Acquisition Partners, Inc.
General Partner

By: Carolyn L. Frans 666

Name: Carolyn L. Frans

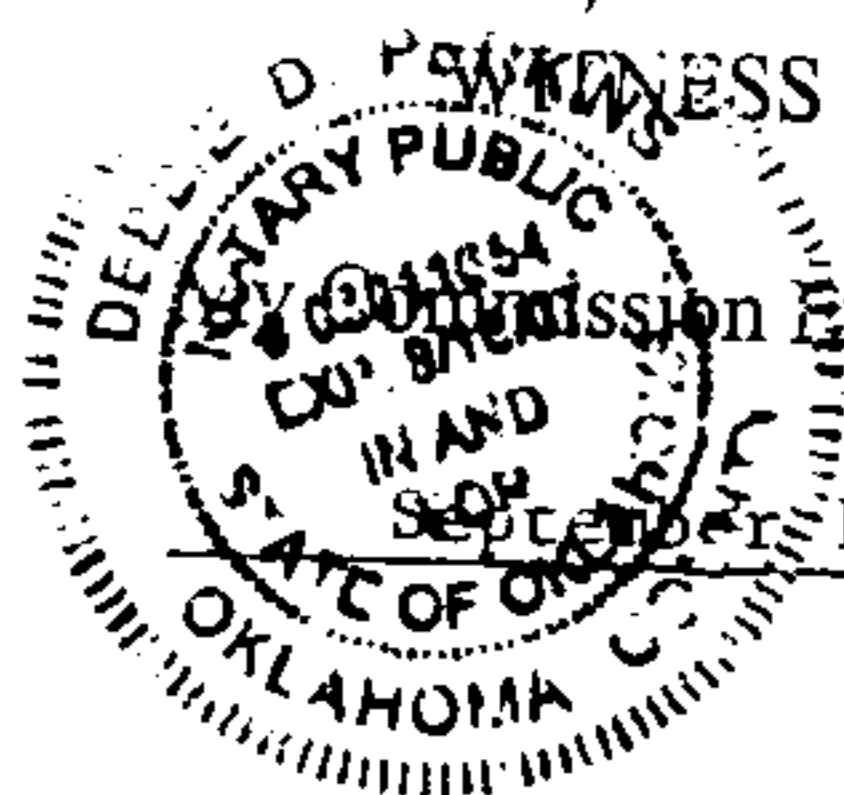
Title: Vice President

Date: July 12, 2005

STATE OF Oklahoma)
) ss.
COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me by Carolyn L. Frans as
Vice President for MAP-2003 NET, an Oklahoma General Partnership, on
behalf of the company this 12th day of July, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.



My Commission Expires:

September 10, 2007

Debbie D. Perkins
Notary Public Debbie D. Perkins
Commission # 03011654

TOMCAT ROYALTY PARTNERSHIP, an
Oklahoma general partnership

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by _____ as
_____ for Tomcat Royalty Partnership, an Oklahoma general
partnership, on behalf of the partnership this _____ day of _____, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

Notary Public

The following signature pages are attached to and made a part of
Stipulation of Interests covering a portion of USA Oil and Gas Lease WYW-015316.

MAP 2003-NET, an Oklahoma General Partnership

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me by _____ as
_____ for MAP-2003 NET, an Oklahoma General Partnership, on
behalf of the company this _____ day of _____, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

Notary Public

TOMCAT ROYALTY PARTNERSHIP, an
Oklahoma general partnership

By: Charles W Brown
Name: Charles W. Brown
Title: Managing Partner
Date: 6-20-05

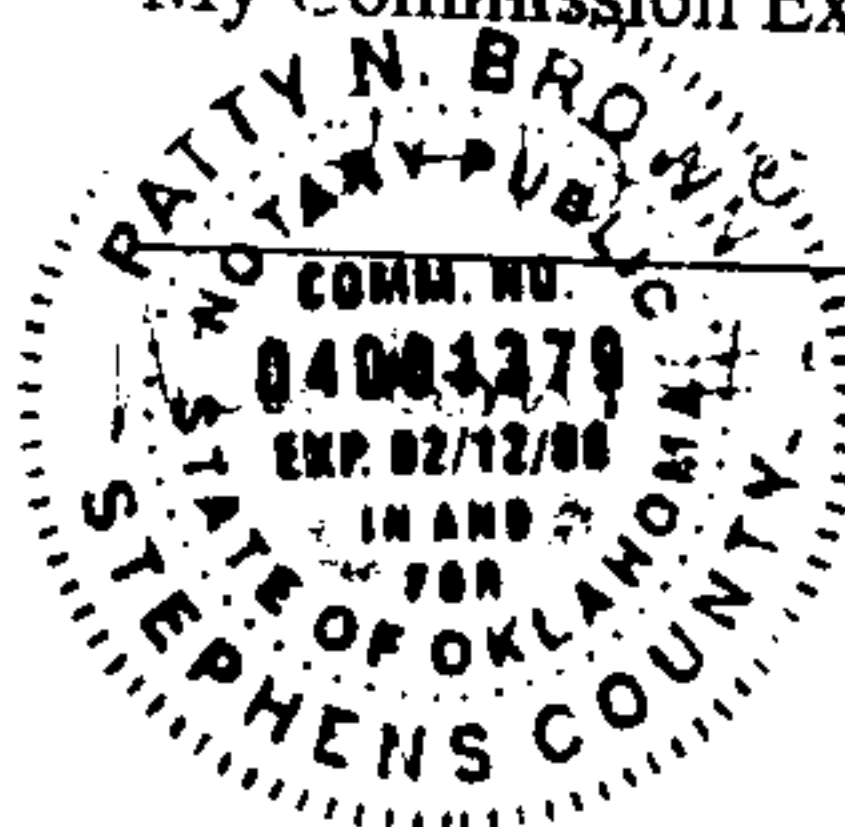
STATE OF Oklahoma)
COUNTY OF Stephens) ss.

The foregoing instrument was acknowledged before me by Charles W. Brown as
Managing Partner for Tomcat Royalty Partnership, an Oklahoma general
partnership, on behalf of the partnership this 20th day of June, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

Patty N Brown
Notary Public



The following signature pages are attached to and made a part of
Stipulation of Interests covering a portion of USA Oil and Gas Lease WYW-015316.

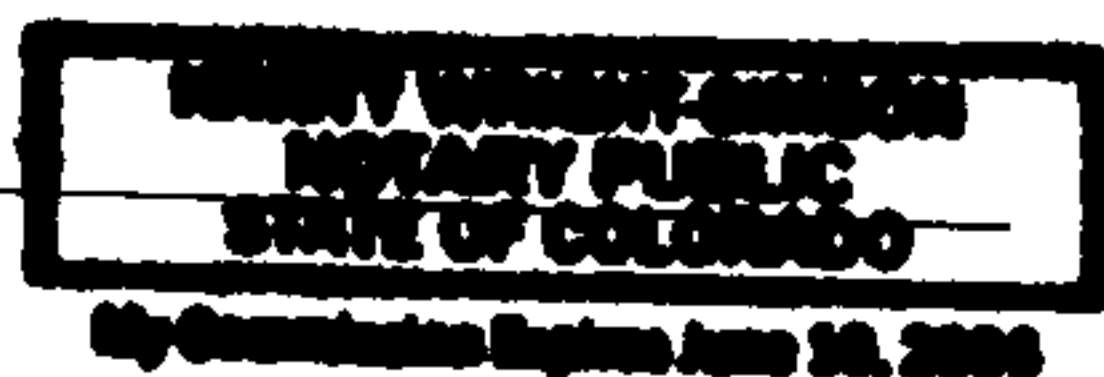
LOGAN MINERALS, LLC, a Colorado limited
liability company

By: Andrew M Logan
Name: Andrew M Logan
Title: Manager Logan Minerals LLC
Date: 6/24/05

STATE OF Colorado)
COUNTY OF Jefferson) ss.

The foregoing instrument was acknowledged before me by Andrew Logan as
for Logan Minerals LLC, a Colorado limited liability company,
on behalf of the company this 24 day of June, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.



[Signature]
Notary Public

YVONNEDA M. MARTIN, Trustee of the Vonnice
M. Martin Living Trust dated 12/22/2000
Date: _____

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me by Yvonneda M. Martin, Trustee of
the Vonnice M. Martin Living Trust dated 12/22/2000 this _____ day of _____,
2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

Notary Public

The following signature pages are attached to and made a part of
Stipulation of Interests covering a portion of USA Oil and Gas Lease WYW-015316.

LOGAN MINERALS, LLC, a Colorado limited liability company

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me by _____ as
_____ for Logan Minerals LLC, a Colorado limited liability company,
on behalf of the company this _____ day of _____, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public

Yvonneda M. Martin
YVONNEDA M. MARTIN, Trustee of the Vonnie
M. Martin Living Trust dated 12/22/2000
Date: 6/23/05

STATE OF Wyoming)
COUNTY OF Teton) ss.

The foregoing instrument was acknowledged before me by Yvonneda M. Martin, Trustee of
the Vonnie M. Martin Living Trust dated 12/22/2000 this 23rd day of June,
2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:
8/26/2006
Lauren Smithers
Notary Public



The following signature pages are attached to and made a part of
Stipulation of Interests covering a portion of USA Oil and Gas Lease WYW-015316.

JONAH LLC, a Wyoming limited liability company

By: [Signature]
John Martin, Manager
Date: 7/12/05

STATE OF Wyoming)
COUNTY OF Natrona) ss.

The foregoing instrument was acknowledged before me by John W. Martin as Manager for
Jonah LLC, a Wyoming limited liability company, on behalf of the company this 12th day of
July, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

6 April 2007



[Signature]
Notary Public

PINEDALE CREST ROYALTIES, a Trade Name
in the State of Wyoming only for Noble Royalties,
Inc.

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me by _____ as
_____ for Pinedale Crest Royalties, a Trade Name in the State of Wyoming only
for Noble Royalties, Inc., on behalf of the company this _____ day of _____,
2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

Notary Public

The following signature pages are attached to and made a part of
Stipulation of Interests covering a portion of USA Oil and Gas Lease WYW-015316.

JONAH LLC, a Wyoming limited liability company

By: _____
John Martin, Manager

Date: _____

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me by John W. Martin as Manager for
Jonah LLC, a Wyoming limited liability company, on behalf of the company this _____ day of
_____, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: _____

Notary Public

PINEDALE CREST ROYALTIES, a Trade Name
in the State of Wyoming only for Noble Royalties,
Inc.

By: _____

Name: A. Scott Noble

Title: President

Date: November 8, 2005

STATE OF TEXAS)
COUNTY OF DALLAS) ss.

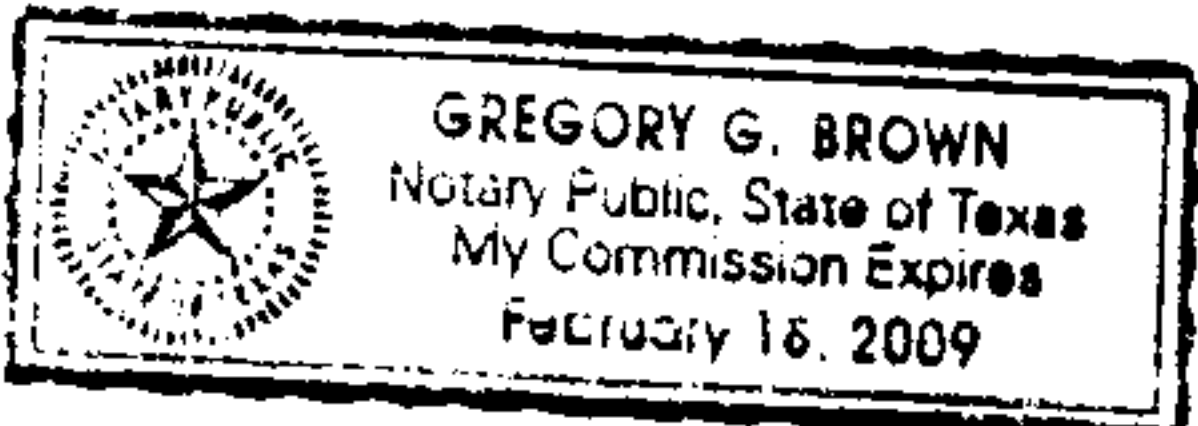
The foregoing instrument was acknowledged before me by A. Scott Noble as
President of Noble Royalties ^{on behalf of} Pinedale Crest Royalties, a Trade Name in the State of Wyoming only
for Noble Royalties, Inc., on behalf of the company this 8th day of November,
2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: _____

2-18-09

Notary Public



The following signature pages are attached to and made a part of
Stipulation of Interests covering a portion of USA Oil and Gas Lease WYW-015316.

Edward M. Warner

EDWARD M. WARNER

Date: 6/20/05

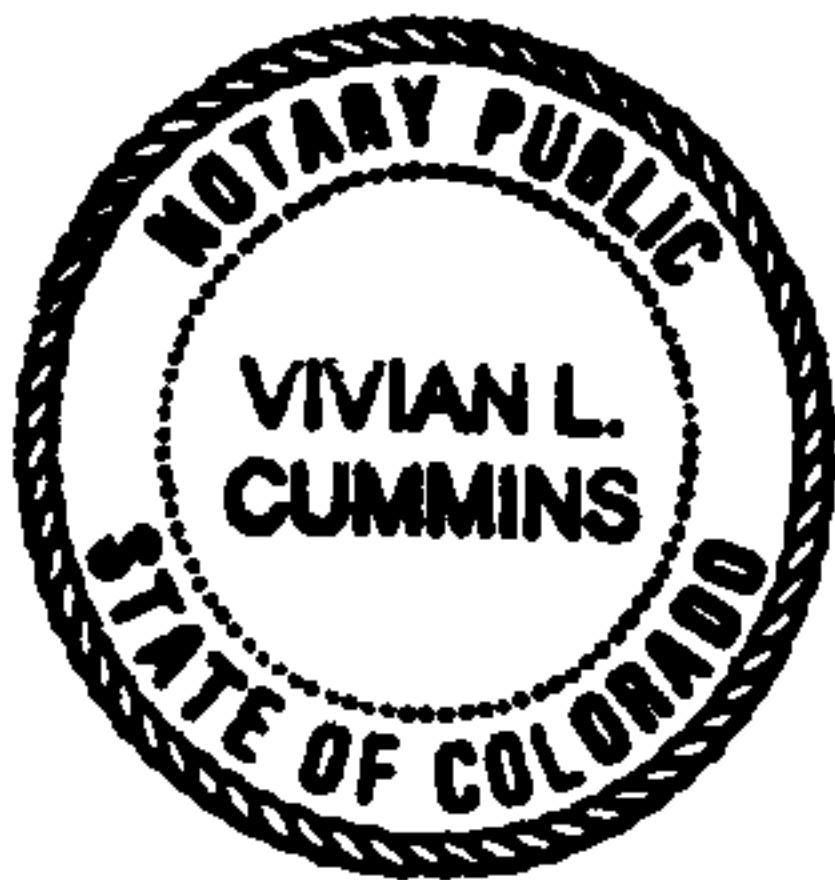
STATE OF Colorado)
COUNTY OF Denver) ss.

The foregoing instrument was acknowledged before me by Edward M. Warner this 20th
day of June, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

7-22-2006



My Commission Expires July 22, 2006

Vivian L. Cummins

Notary Public

WEEKS OIL PROPERTIES, LLC a Colorado
limited liability company

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me by _____ as _____
for 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

The following signature pages are attached to and made a part of
Stipulation of Interests covering a portion of USA Oil and Gas Lease WYW-015316.

EDWARD M. WARNER

Date: _____

STATE OF _____)
COUNTY OF _____) ss.

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

WEEKS OIL PROPERTIES, LLC a Colorado
limited liability company

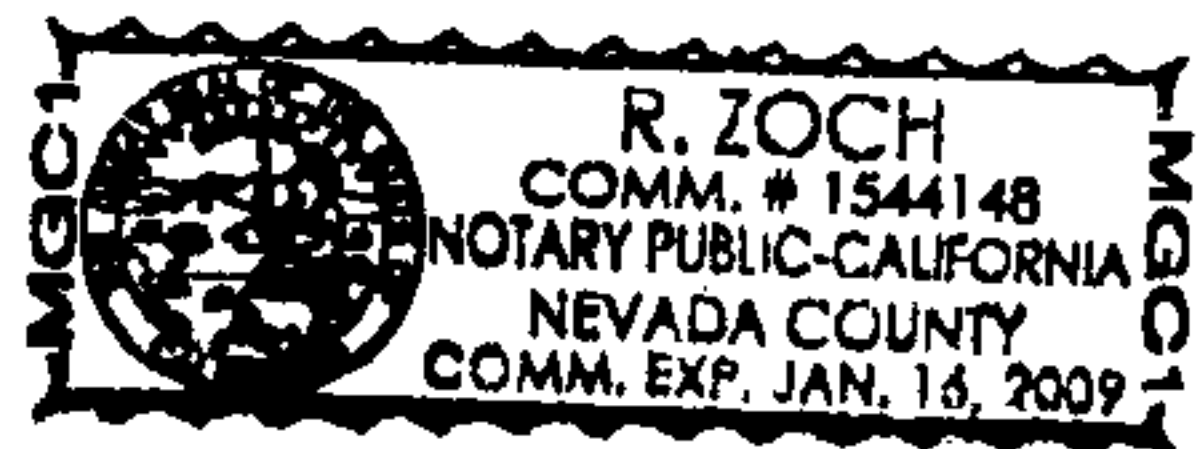
By: ^{Weeks} Tacy ^ Mann
Name: TACY WEEKS MANN
Title: Manager
Date: 7-7-05

STATE OF CALIFORNIA)
COUNTY OF NEVADA) ss.

The foregoing instrument was acknowledged before me by ^{HAND} TACY WEEKS as MANAGER
for Weeks Oil Properties, LLC, a Colorado limited liability company, on behalf of the company this
7TH day of JULY, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:



1-16-09

Notary Public

The following signature pages are attached to and made a part of
Stipulation of Interests covering a portion of USA Oil and Gas Lease WYW-015316.

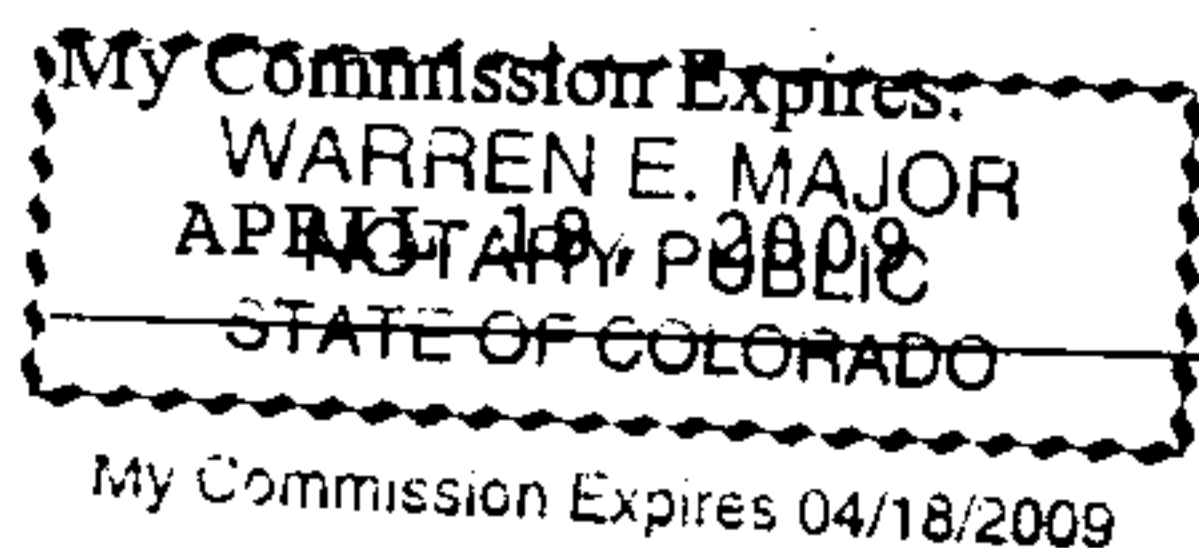
WRW ENERGY CO., a Colorado general
partnership

By: [Signature]
Name: William R. Weeks
Title: General Partner
Date: 6/30/05

STATE OF COLORADO)
COUNTY OF DENVER) ss.

The foregoing instrument was acknowledged before me by William R. Weeks as general
partner WRW Energy Co., a Colorado general partnership, on behalf of the partnership this 30TH
day of JUNE, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.



[Signature]
Notary Public

WEEKS RESOURCES LLC

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me by _____ as _____
for Weeks Resources 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

The following signature pages are attached to and made a part of
Stipulation of Interests covering a portion of USA Oil and Gas Lease WYW-015316.

WRW ENERGY CO., a Colorado general partnership

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me by William R. Weeks as general partner WRW Energy Co., a Colorado general partnership, on behalf of the partnership this _____ day of _____, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

Notary Public

WEEKS RESOURCES LLC

By: Tacy Weeks Hahn
Name: Tacy Weeks Hahn
Title: Manager
Date: 7-7-05

STATE OF CALIFORNIA)
COUNTY OF NEVADA) ss.

The foregoing instrument was acknowledged before me by Tacy Weeks ^{HAND} as MANAGER for Weeks Resources LLC, a Colorado limited liability company, on behalf of the company this 7th day of JULY, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

1-16-09

Notary Public



The following signature pages are attached to and made a part of
Stipulation of Interests covering a portion of USA Oil and Gas Lease WYW-015316.

**GREENE FAMILY OIL & GAS LIMITED
PARTNERSHIP**, a Wyoming limited partnership

By: [Signature]
Name: John D. Greene
Title: General Partner
Date: 6-24-05

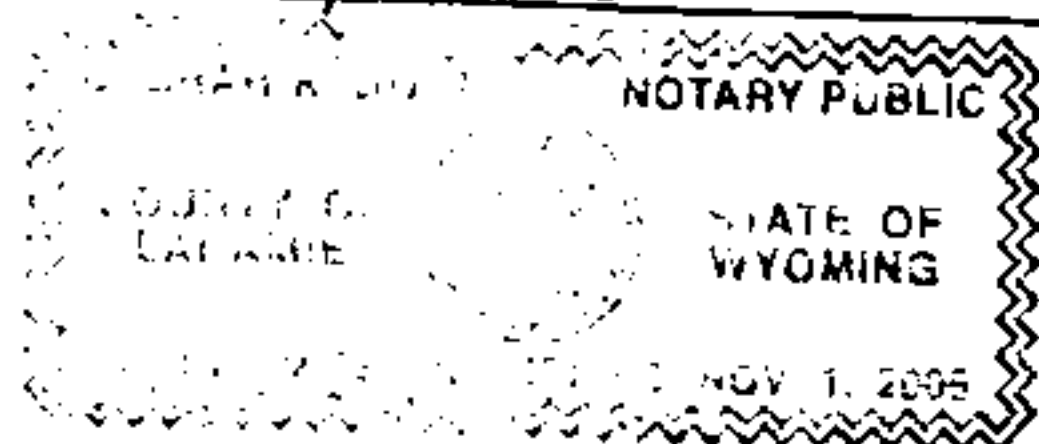
STATE OF Wyoming)
COUNTY OF Laramie) ss.

The foregoing instrument was acknowledged before me by John Greene as General Partner
for Greene Family Oil & Gas Limited Partnership, a Wyoming limited partnership, on behalf of the
Partnership this 24th day of June, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

NOV 1, 2005



[Signature: Deborah K. Bott]
Notary Public

DIANNE'S OIL & GAS LLC, a Wyoming flexible
limited liability company

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me by _____ as _____
for 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

The following signature pages are attached to and made a part of
Stipulation of Interests covering a portion of USA Oil and Gas Lease WYW-015316.

**GREENE FAMILY OIL & GAS LIMITED
PARTNERSHIP**, a Wyoming limited partnership

By: _____
Name: _____
Title: _____
Date: _____

STATE OF S.C.)
COUNTY OF Ber) ss.

The foregoing instrument was acknowledged before me by _____ as _____
for 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

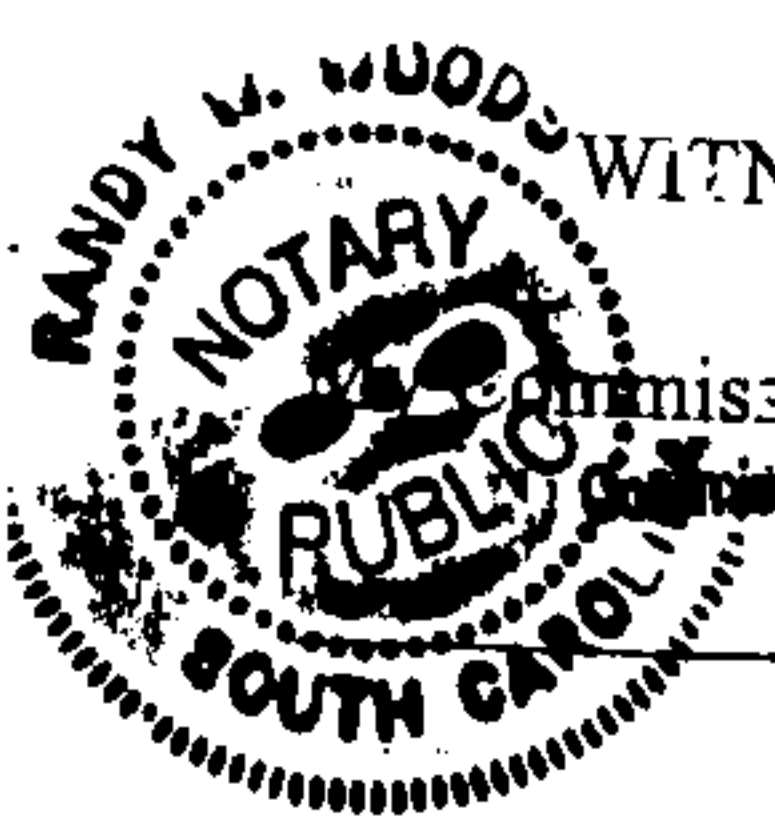
DIANNE'S OIL & GAS LLC, a Wyoming flexible
limited liability company

By: Dianne E. Greene
Name: Dianne E. Greene
Title: MANAGER
Date: 6/22/05

STATE OF S.C.)
COUNTY OF Berkeley) ss.

The foregoing instrument was acknowledged before me by DIANNE A. GREENE Manager
for Dianne's Oil & Gas LLC, a Wyoming flexible limited liability company, on behalf of the
company this 22 day of June, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.



Commission Expires:
November 20, 2007

[Signature]
Notary Public

The following signature pages are attached to and made a part of
Stipulation of Interests covering a portion of USA Oil and Gas Lease WYW-015316.

SAS ROYALTIES LLC, a Wyoming flexible
limited liability company

By: Susan Anne Samuelson for SAS Royalties LLC
Name: Susan Anne Samuelson
Title: President
Date: 6-22-05

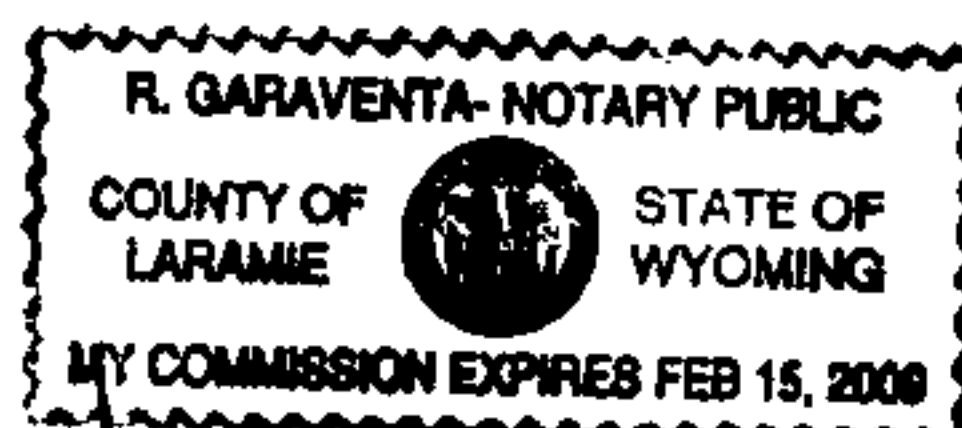
STATE OF Wyoming)
COUNTY OF Laramie) ss.

The foregoing instrument was acknowledged before me by Susan Samuelson President
for SAS Royalties LLC, a Wyoming flexible limited liability company, on behalf of the company
this 22 day of June, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

Feb. 15, 2009



R. Garaventa
Notary Public

CJM ROYALTIES LLC, a Wyoming flexible
limited liability company

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me by _____ as _____
for CJM 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

The following signature pages are attached to and made a part of
Stipulation of Interests covering a portion of USA Oil and Gas Lease WYW-015316.

SAS ROYALTIES LLC, a Wyoming flexible
limited liability company

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me by _____ as _____
for SAS 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

CJM ROYALTIES LLC, a Wyoming flexible
limited liability company

By: Carol J. McMurtry
Name: Carol J. McMurtry
Title: _____
Date: 06/28/2005

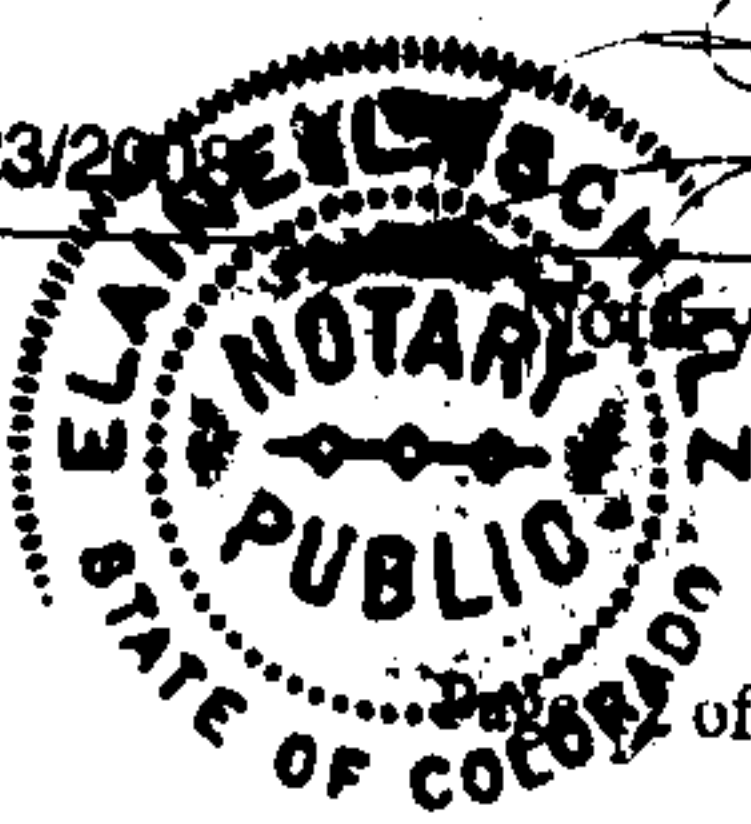
STATE OF Colorado)
COUNTY OF Summit) ss.

The foregoing instrument was acknowledged before me by Carol J. McMurtry OWNER
for CJM Royalties LLC, a Wyoming flexible limited liability company, on behalf of the company
this 28th day of June, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires:

My Commission Expires 03/23/2008

Notary Public
 of 13

The following signature pages are attached to and made a part of
Stipulation of Interests covering a portion of USA Oil and Gas Lease WYW-015316.

STOLI ROYALTIES LLC, a Wyoming flexible
limited liability company

By: Gayle L. Kinnison
Gayle L. Kinnison, Manager
Date: Aug 8, 2005

STATE OF Wyoming)
COUNTY OF Lincoln) ss.

The foregoing instrument was acknowledged before me by Gayle L. Kinnison, as Manager
for Stoli Royalties LLC, a Wyoming flexible limited liability company, on behalf of the company
this 1 day of August, 2005.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission Expires: _____ My Commission Expires March 2, 2006

Beth L. Cull
Notary Public

J:\Thompson\Shell\Stipulation of Interests\STIPULATION OF INTERESTS W-015316 5-23-05.wpd

EXHIBIT "A"
TO
STIPULATION OF INTERESTS CONCERNING A PORTION OF
USA OIL AND GAS LEASE WYW-015316

I. Ownership as to Tract I Shallow comprising the following land:

Township 30 North, Range 108 West, 6th P.M.
 Section 9: NE/4

as to depths from the surface to a depth of 200 feet below the stratigraphic equivalent to a depth of 11,460 feet as encountered in the New Fork Federal 13-10 Well located in the SW/4SW/4 of Section 10, Township 30 North, Range 108 West, 6th P.M.

OWNER	WORKING INTEREST (% OF 8/8THS)	NET REVENUE (% OF 8/8THS) ATTRIBUTABLE TO WORKING INTEREST	OVERRIDING ROYALTY INTEREST (% OF 8/8THS)
Shell Rocky Mountain Production, LLC 4582 S. Ulster Street Parkway, Suite 500 Denver, CO 80237	60.328125	47.463545	0.0
SWEPI LP P.O. Box 576 Houston, Texas 77001	19.296875	15.148047	0.0
Williams Production Rocky Mountain Company P.O. Box 3102 Tulsa, OK 74182	1.625000	1.300000	0.0
MAP 2001-NET, an Oklahoma General Partnership P.O. Box 268988 Oklahoma City, OK 73126 (87.5% of 1%)	0.0	0.0	0.875000 ¹
Osmond Oil & Gas LLC 400 S. Steele, Suite 55 Denver, CO 80209 [(12.5% of 1%) + (12.5% of 2%)]	0.0	0.0	0.375000 ¹
MAP 2003-NET, an Oklahoma General Partnership 100 Park Avenue, Suite 1008 Oklahoma City, OK 73102 87.5% x .8125 (87.5% of 2%)	0.0	0.0	1.750000 ¹
MAP 2003-NET, an Oklahoma General Partnership 100 Park Avenue, Suite 1008 Oklahoma City, OK 73102 (89.55% x .479531%) + (89.55% x .624024%)	0.0	0.0	0.988236 ²
Tomcat Royalty Partnership P.O. Box 587 Marlow, OK 73055 (10% x .479351%) + (10% x .624024%)	0.0	0.0	0.110355 ²

OWNER	WORKING INTEREST (% OF 8/8THS)	NET REVENUE (% OF 8/8THS) ATTRIBUTABLE TO WORKING INTEREST	OVERRIDING ROYALTY INTEREST (% OF 8/8THS)
Logan Minerals, LLC 324 Garden Street Golden, Colorado 80403 (0.45% x .479531%) + (0.45% x .624024%)	0.0	0.0	0.004965 ²
Yvonneda M. Martin, Trustee of the Vonnie M. Martin Living Trust dated 12/22/2000 1790 Diamond Hitch Jackson, Wyoming 83001 (.023667% + .053042%)	0.0	0.0	0.076709 ²
Jonah LLC Box 50190 Casper, WY 82605-0190 (.254771% + .570982%)	0.0	0.0	0.825752 ²
Pinedale Crest Royalties, a Trade Name in the State of Wyoming only For Noble Royalties, Inc. 13601 Preston Road, Suite 1008-D Dallas, Texas 75240 and its successors and assigns as their interests may appear in the records of Sublette County, Wyoming (.278438% + .625985%)	0.0	0.0	0.904423 ²
Edward M. Warner P.O. Box 480046 Denver, CO 80248-0046 (4.5% + 1.625%)	0.0	0.0	0.073125 ³
Weeks Oil Properties, LLC P.O. Box 2000 Nevada City, CA 95959	0.0	0.0	0.296875 ⁴
WRW Energy Co. 3070 E. 4 th Avenue Denver, CO 80206	0.0	0.0	0.567773 ⁴
Weeks Resources LLC P.O. Box 2000 Nevada City, CA 95959	0.0	0.0	0.100195 ⁴
Greene Family Oil & Gas Limited Partnership P.O. Box 5220 Cheyenne, Wyoming 82003-5220	0.0	0.0	0.098414 ⁴
Dianne's Oil & Gas LLC P.O. Box 69 Bonneau, SC 29431	0.0	0.0	0.094555 ⁴
SAS Royalties LLC 1960 US Hwy 85 Cheyenne, WY 82009	0.0	0.0	0.201094 ²
CJM Royalties LLC 1151 Eagle Drive, #463 Loveland, CO 80537-8020	0.0	0.0	0.201094 ²

OWNER	WORKING INTEREST (% OF 8/8THS)	NET REVENUE (% OF 8/8THS) ATTRIBUTABLE TO WORKING INTEREST	OVERRIDING ROYALTY INTEREST (% OF 8/8THS)
Stoli Royalties LLC P.O. Box 1433 Pinedale, WY 82941	0.0	0.0	0.201094 ²
TOTAL	81.25%	63.911592%	7.744659%

1. This interest burdens all working interests proportionately, including those working interests not shown on this Stipulation, and is subject to proportionate reduction to the extent that the parties hereto own less than one hundred percent of the working interest burdened by this interest
2. This interest burdens only the working interest of Shell Rocky Mountain Production, LLC.
3. This interest burdens only the working interest of Williams Production Rocky Mountain Company.
4. This interest burdens only the working interest of SWEPI LP.

II. Ownership as to Tract I Deep comprising the following land:

Township 30 North, Range 108 West, 6th P.M.
Section 9: NE/4

as to all depths below a depth of 200 feet below the stratigraphic equivalent to a depth of 11,460 feet as encountered in the New Fork Federal 13-10 Well located in the SW/4SW/4 of Section 10, Township 30 North, Range 108 West, 6th P.M.

OWNER	WORKING INTEREST (% OF 8/8THS)	NET REVENUE (% OF 8/8THS) ATTRIBUTABLE TO WORKING INTEREST	OVERRIDING ROYALTY INTEREST (% OF 8/8THS)
Shell Rocky Mountain Production, LLC 4582 S. Ulster Street Parkway, Suite 500 Denver, Colorado 80237	18.562500	14.602500	0.0
SWEPI LP P.O. Box 576 Houston, Texas 77001	5.937500	4.660937	0.0
Williams Production Rocky Mountain Company P.O. Box 3102 Tulsa, OK 74182	0.500000	0.400000	0.0
MAP 2001-NET, an Oklahoma General Partnership P.O. Box 268988 Oklahoma City, OK 73126 (87.5% of 1%)	0.0	0.0	0.875000 ¹
Osmond Oil & Gas LLC 400 So. Steele, Suite 55 Denver, CO 80209 [(12.5% of 1%) + (12.5% of 2%)]	0.0	0.0	0.375000 ¹
MAP 2003-NET, an Oklahoma General Partnership 100 Park Avenue, Suite 1008 Oklahoma City, OK 73102 (87.5% of 2%)	0.0	0.0	1.750000 ¹

OWNER	WORKING INTEREST (% OF 8/8THS)	NET REVENUE (% OF 8/8THS) ATTRIBUTABLE TO WORKING INTEREST	OVERRIDING ROYALTY INTEREST (% OF 8/8THS)
MAP 2003-NET, an Oklahoma General Partnership 100 Park Avenue, Suite 1008 Oklahoma City, OK 73102 (89.55% x .340313%)	0.0	0.0	0.304751 ²
Tomcat Royalty Partnership P.O. Box 587 Marlow, OK 73055 (10% x .340313%)	0.0	0.0	0.034031 ²
Logan Minerals, LLC 324 Garden Street Golden, Colorado 80403 (0.45% x .340313%)	0.0	0.0	0.001531 ²
Yvonneda M. Martin, Trustee of the Vonnie M. Martin Living Trust dated 12/22/2000 1790 Diamond Hitch Jackson, Wyoming 83001	0.0	0.0	0.023667 ²
Jonah LLC Box 50190 Casper, WY 82605-0190	0.0	0.0	0.254771 ²
Pinedale Crest Royalties, a Trade Name in the State of Wyoming only For Noble Royalties, Inc. 13601 Preston Road, Suite 1008-D Dallas, Texas 75240 and its successors and assigns as their interests may appear in the records of Sublette County, Wyoming	0.0	0.0	0.278437 ²
Edward M. Warner P.O. Box 480046 Denver, CO 80248-0046 (4.5% x 0.5%)	0.0	0.0	0.022500 ³
Weeks Oil Properties, LLC P.O. Box 2000 Nevada City, CA 95959	0.0	0.0	0.296875 ⁴
Greene Family Oil & Gas Limited Partnership P.O. Box 5220 Cheyenne, Wyoming 82003-5220	0.0	0.0	0.030281 ⁴
Dianne's Oil & Gas LLC P.O. Box 69 Bonneau, SC 29431	0.0	0.0	0.029094 ⁴
SAS Royalties LLC 1960 US Hwy 85 Cheyenne, WY 82009	0.0	0.0	0.061875 ²

OWNER	WORKING INTEREST (% OF 8/8THS)	NET REVENUE (% OF 8/8THS) ATTRIBUTABLE TO WORKING INTEREST	OVERRIDING ROYALTY INTEREST (% OF 8/8THS)
CJM Royalties LLC 1151 Eagle Drive, #463 Loveland, CO 80537-8020	0.0	0.0	0.061875 ²
Stoli Royalties LLC P.O. Box 1433 Pinedale, WY 82941	0.0	0.0	0.061875 ²
TOTAL	25.00%	19.663437%	4.461563%

1. This interest burdens all working interests proportionately, including those working interests not shown on this Stipulation, and is subject to proportionate reduction to the extent that the parties hereto own less than one hundred percent of the working interest burdened by this interest
2. This interest burdens only the working interest of Shell Rocky Mountain Production, LLC.
3. This interest burdens only the working interest of Williams Production Rocky Mountain Company.
4. This interest burdens only the working interest of SWEPI LP.

III. Ownership as to Tract II Shallow comprising the following land:

Township 30 North, Range 108 West, 6th P.M.
Section 4: SW/4

as to all depths from the surface to 200 feet below the stratigraphic equivalent to a depth of 11,460 feet as encountered in the New Fork Federal 13-10 Well located in the SW/4SW/4 of Section 10, Township 30 North, Range 108 West, 6th P.M.

OWNER	WORKING INTEREST (% OF 8/8THS)	NET REVENUE (% OF 8/8THS) ATTRIBUTABLE TO WORKING INTEREST	OVERRIDING ROYALTY INTEREST (% OF 8/8THS)
Shell Rocky Mountain Production, LLC 4582 S. Ulster Street Parkway, Suite 500 Denver, Colorado 80237	60.328125	47.463545	0.0
SWEPI LP P.O. Box 576 Houston, Texas 77001	19.296875	15.148048	0.0
Williams Production Rocky Mountain Company P.O. Box 3102 Tulsa, OK 74182	1.62500000	1.300000	0.0
MAP 2001-NET, an Oklahoma General Partnership P.O. Box 268988 Oklahoma City, OK 73126 (87.5% of 1%)	0.0	0.0	0.875000 ¹

OWNER	WORKING INTEREST (% OF 8/8THS)	NET REVENUE (% OF 8/8THS) ATTRIBUTABLE TO WORKING INTEREST	OVERRIDING ROYALTY INTEREST (% OF 8/8THS)
Osmond Oil & Gas LLC 400 S. Steele, Suite 55 Denver, CO 80209 (12.5% of x 1%) + (12.5% of x 2%)	0.0	0.0	0.375000 ¹
MAP 2003-NET, an Oklahoma General Partnership 100 Park Avenue, Suite 1008 Oklahoma City, OK 73102 (87.5% of 2%)	0.0	0.0	1.750000 ¹
MAP 2003-NET, an Oklahoma General Partnership 100 Park Avenue, Suite 1008 Oklahoma City, OK 73102 (89.55% x .479531%) + (89.55% x .624024%)	0.0	0.0	0.988237 ²
Tomcat Royalty Partnership P.O. Box 587 Marlow, OK 73055 (10% x .479531%) + (10% x .624024%)	0.0	0.0	0.110355 ²
Logan Minerals, LLC 324 Garden Street Golden, Colorado 80403 (0.45% x .479531%) + (0.45% x .624024%)	0.0	0.0	0.004964 ²
Yvonneda M. Martin, Trustee of the Vonnie M. Martin Living Trust dated 12/22/2000 1790 Diamond Hitch Jackson, Wyoming 83001 (.023667% + .053042%)	0.0	0.0	0.076709 ²
Jonah LLC Box 50190 Casper, WY 82605-0190 (.254771% + .570982%)	0.0	0.0	0.825753 ²
Pinedale Crest Royalties, a Trade Name in the State of Wyoming only For Noble Royalties, Inc. 13601 Preston Road, Suite 1008-D Dallas, Texas 75240 and its successors and assigns as their interests may appear in the records of Sublette County, Wyoming (.278437% + .625985%)	0.0	0.0	0.904422 ²
Edward M. Warner P.O. Box 480046 Denver, CO 80248-0046 (4.5% x 1.625%)	0.0	0.0	0.073125 ³
Weeks Oil Properties, LLC P.O. Box 2000 Nevada City, CA 95959	0.0	0.0	0.296875 ⁴

OWNER	WORKING INTEREST (% OF 8/8THS)	NET REVENUE (% OF 8/8THS) ATTRIBUTABLE TO WORKING INTEREST	OVERRIDING ROYALTY INTEREST (% OF 8/8THS)
WRW Energy Co. 3070 E. 4 th Avenue Denver, CO 80206	0.0	0.0	0.567773 ⁴
Weeks Resources LLC P.O. Box 2000 Nevada City, CA 95959	0.0	0.0	0.100195 ⁴
Greene Family Oil & Gas Limited Partnership P.O. Box 5220 Cheyenne, Wyoming 82003-5220	0.0	0.0	0.098414 ⁴
Dianne's Oil & Gas LLC P.O. Box 69 Bonneau, SC 29431	0.0	0.0	0.094555 ⁴
SAS Royalties LLC 1960 US Hwy 85 Cheyenne, WY 82009	0.0	0.0	0.201094 ²
CJM Royalties LLC 1151 Eagle Drive, #463 Loveland, CO 80537-8020	0.0	0.0	0.201094 ²
Stoli Royalties LLC P.O. Box 1433 Pinedale, WY 82941	0.0	0.0	0.201094 ²
TOTAL	81.25%	63.911593%	7.744659%

1. This interest burdens all working interests proportionately, including those working interests not shown on this Stipulation, and is subject to proportionate reduction to the extent that the parties hereto own less than one hundred percent of the working interest burdened by this interest
2. This interest burdens only the working interest of Shell Rocky Mountain Production, LLC.
3. This interest burdens only the working interest of Williams Production Rocky Mountain Company.
4. This interest burdens only the working interest of SWEPI LP.

IV. Ownership as to Tract II Deep comprising the following land:

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

Section 4: SW/4

as to all depths below 200 feet below the stratigraphic equivalent of a depth of 11,460 feet as encountered in the New Fork Federal 13-10 Well located in the SW/4SW/4 of Section 10, Township 30 North, Range 108 West, 6th P.M.

OWNER	WORKING INTEREST (% OF 8/8THS)	NET REVENUE (% OF 8/8THS) ATTRIBUTABLE TO WORKING INTEREST	OVERRIDING ROYALTY INTEREST (% OF 8/8THS)
Shell Rocky Mountain Production, LLC 4582 S. Ulster Street Parkway, Suite 500 Denver, Colorado 80237	18.562500	14.602500	0.0

OWNER	WORKING INTEREST (% OF 8/8THS)	NET REVENUE (% OF 8/8THS) ATTRIBUTABLE TO WORKING INTEREST	OVERRIDING ROYALTY INTEREST (% OF 8/8THS)
SWEPI LP P.O. Box 576 Houston, Texas 77001	5.937500	4.660937	0.0
Williams Production Rocky Mountain Company P.O. Box 3102 Tulsa, OK 74182	0.500000	0.400000	0.0
MAP 2001-NET, an Oklahoma General Partnership P.O. Box 268988 Oklahoma City, OK 73126 (87.5% of 1%)	0.0	0.0	0.875000 ¹
Osmond Oil & Gas LLC 400 So. Steele, Suite 55 Denver, CO 80209 [(12.5% of 1%) + (12.5% of 2%)]	0.0	0.0	0.375000 ¹
MAP 2003-NET, an Oklahoma General Partnership 100 Park Avenue, Suite 1008 Oklahoma City, OK 73102 (87.5% of 2%)	0.0	0.0	1.750000 ¹
MAP 2003-NET, an Oklahoma General Partnership 100 Park Avenue, Suite 1008 Oklahoma City, OK 73102 (89.55% x .340313%)	0.0	0.0	0.304751 ²
Tomcat Royalty Partnership P.O. Box 587 Marlow, OK 73055 (10% x .340313%)	0.0	0.0	0.034031 ²
Logan Minerals, LLC 324 Garden Street Golden, Colorado 80403 (0.45% x .340313%)	0.0	0.0	0.001531 ²
Yvonneda M. Martin, Trustee of the Vonnie M. Martin Living Trust dated 12/22/2000 1790 Diamond Hitch Jackson, Wyoming 83001	0.0	0.0	0.023667 ²
Jonah LLC Box 50190 Casper, WY 82605-0190	0.0	0.0	0.254771 ²
Pinedale Crest Royalties, a Trade Name in the State of Wyoming only For Noble Royalties, Inc. 13601 Preston Road, Suite 1008-D Dallas, Texas 75240 and its successors and assigns as their interests may appear in the records of Sublette County, Wyoming	0.0	0.0	0.278437 ²

OWNER	WORKING INTEREST (% OF 8/8THS)	NET REVENUE (% OF 8/8THS) ATTRIBUTABLE TO WORKING INTEREST	OVERRIDING ROYALTY INTEREST (% OF 8/8THS)
Edward M. Warner P.O. Box 480046 Denver, CO 80248-0046	0.0	0.0	0.022500 ³
Weeks Oil Properties, LLC P.O. Box 2000 Nevada City, CA 95959	0.0	0.0	0.296875 ⁴
Greene Family Oil & Gas Limited Partnership P.O. Box 5220 Cheyenne, Wyoming 82003-5220	0.0	0.0	0.030281 ⁴
Dianne's Oil & Gas LLC P.O. Box 69 Bonneau, SC 29431	0.0	0.0	0.029094 ⁴
SAS Royalties LLC 1960 US Hwy 85 Cheyenne, WY 82009	0.0	0.0	0.061875 ²
CJM Royalties LLC 1151 Eagle Drive, #463 Loveland, CO 80537-8020	0.0	0.0	0.061875 ²
Stoli Royalties LLC P.O. Box 1433 Pinedale, WY 82941	0.0	0.0	0.061875 ²
TOTAL	25.00%	19.663437%	4.461563%

1. This interest burdens all working interests proportionately, including those working interests not shown on this Stipulation, and is subject to proportionate reduction to the extent that the parties hereto own less than one hundred percent of the working interest burdened by this interest
2. This interest burdens only the working interest of Shell Rocky Mountain Production, LLC.
3. This interest burdens only the working interest of Williams Production Rocky Mountain Company.
4. This interest burdens only the working interest of SWEPI LP.

V. Ownership as to Tracts III and IV all depths comprising the following land:

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

Section 4: Lots 3, 4, S/2NW/4, SE/4

Section 9: NW/4

Section 10: NW/4

as to all depths

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

Section 29: SE/4

Section 32: E/2SE/4

Section 33: SW/4

as to all depths

OWNER	WORKING INTEREST (% OF 8/8THS)	NET REVENUE (% OF 8/8THS) ATTRIBUTABLE TO WORKING INTEREST	OVERRIDING ROYALTY INTEREST (% OF 8/8THS)
Shell Rocky Mountain Production, LLC 4582 S. Ulster Street Parkway, Suite 500 Denver, Colorado 80237	18.562500	14.726250	0.0
SWEPI LP P.O. Box 576 Houston, Texas 77001	5.937500	4.660937	0.0
Williams Production Rocky Mountain Company P.O. Box 3102 Tulsa, OK 74182	0.500000	0.400000	0.0
MAP 2001-NET, an Oklahoma General Partnership P.O. Box 268988 Oklahoma City, OK 73126 (87.5% of 1%)	0.0	0.0	0.875000 ¹
Osmond Oil & Gas LLC 400 S. Steele, Suite 55 Denver, CO 80209 [(12.5% of 1%) + (12.5% of 2%)]	0.0	0.0	0.375000 ¹
MAP 2003-NET, an Oklahoma General Partnership 100 Park Avenue, Suite 1008 Oklahoma City, OK 73102 (87.5% of 2%)	0.0	0.0	1.750000 ¹
MAP 2003-NET, an Oklahoma General Partnership 100 Park Avenue, Suite 1008 Oklahoma City, OK 73102 (89.55% x .309375%)	0.0	0.0	0.277046 ²
Tomcat Royalty Partnership P.O. Box 587 Marlow, OK 73055 (10% x .309375%)	0.0	0.0	0.030937 ²
Logan Minerals, LLC 324 Garden Street Golden, Colorado 80403 (0.45% x .309375%)	0.0	0.0	0.001392 ²
Yvonneda M. Martin, Trustee of the Vonnie M. Martin Living Trust dated 12/22/2000 1790 Diamond Hitch Jackson, Wyoming 83001	0.0	0.0	0.023667 ²

OWNER	WORKING INTEREST (% OF 8/8THS)	NET REVENUE (% OF 8/8THS) ATTRIBUTABLE TO WORKING INTEREST	OVERRIDING ROYALTY INTEREST (% OF 8/8THS)
Jonah LLC Box 50190 Casper, WY 82605-0190	0.0	0.0	0.254771 ²
Pinedale Crest Royalties, a Trade Name in the State of Wyoming only For Noble Royalties, Inc. 13601 Preston Road, Suite 1008-D Dallas, Texas 75240 and its successors and assigns as their interests may appear in the records of Sublette County, Wyoming	0.0	0.0	0.278437 ²
Edward M. Warner P.O. Box 480046 Denver, CO 80248-0046 (4.5% x 0.5%)	0.0	0.0	0.022500 ³
Weeks Oil Properties, LLC P.O. Box 2000 Nevada City, CA 95959	0.0	0.0	0.296875 ⁴
Greene Family Oil & Gas Limited Partnership P.O. Box 5220 Cheyenne, Wyoming 82003-5220	0.0	0.0	0.030281 ⁴
Dianne's Oil & Gas LLC P.O. Box 69 Bonneau, SC 29431	0.0	0.0	0.029094 ⁴
SAS Royalties LLC 1960 US Hwy 85 Cheyenne, WY 82009	0.0	0.0	0.030938 ²
CJM Royalties LLC 1151 Eagle Drive, #463 Loveland, CO 80537-8020	0.0	0.0	0.030938 ²
Stoli Royalties LLC P.O. Box 1433 Pinedale, WY 82941	0.0	0.0	0.030937 ²
TOTAL	25.00%	19.787187%	4.337813%

1. This interest burdens all working interests proportionately, including those working interests not shown on this Stipulation, and is subject to proportionate reduction to the extent that the parties hereto own less than one hundred percent of the working interest burdened by this interest
2. This interest burdens only the working interest of Shell Rocky Mountain Production, LLC.
3. This interest burdens only the working interest of Williams Production Rocky Mountain Company.
4. This interest burdens only the working interest of SWEPI LP.

VI. Ownership as to Tract V Shallow comprising the following land:

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

Section 32: E/2NE/4

as to all depths from the surface to the stratigraphic equivalent to 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, Township 31 North, Range 108 West, 6th P.M.

OWNER	WORKING INTEREST (% OF 8/8THS)	NET REVENUE (% OF 8/8THS) ATTRIBUTABLE TO WORKING INTEREST	OVERRIDING ROYALTY INTEREST (% OF 8/8THS)
Shell Rocky Mountain Production, LLC 4582 S. Ulster Street Parkway, Suite 500 Denver, Colorado 80237	60.328125	48.015501	0.0
SWEPI LP P.O. Box 576 Houston, Texas 77001	19.296875	15.949609	0.0
Williams Production Rocky Mountain Company P.O. Box 3102 Tulsa, OK 74182	1.625000	1.300000	0.0
MAP 2001-NET, an Oklahoma General Partnership P.O. Box 268988 Oklahoma City, OK 73126 (87.5% of 1%)	0.0	0.0	0.875000 ¹
Osmond Oil & Gas LLC 400 So. Steele, Suite 55 Denver, CO 80209 [(12.5% of 1%) + (12.5% of 2%)]	0.0	0.0	0.375000 ¹
MAP 2003-NET, an Oklahoma General Partnership 100 Park Avenue, Suite 1008 Oklahoma City, OK 73102 (87.5% of 2%)	0.0	0.0	1.750000 ¹
MAP 2003-NET, an Oklahoma General Partnership 100 Park Avenue, Suite 1008 Oklahoma City, OK 73102 (89.55% x .3403125%) + (89.55% x .626424%)	0.0	0.0	0.865766 ²
Tomcat Royalty Partnership P.O. Box 587 Marlow, OK 73055 (10% x .3403125%) + (10% x .626484%)	0.0	0.0	0.096680 ²
Logan Minerals, LLC 324 Garden Street Golden, Colorado 80403 (0.45% x .3403125%) + (0.45% x .626484%)	0.0	0.0	0.004351 ²
Yvonneda M. Martin, Trustee of the Vonnice M. Martin Living Trust dated 12/22/2000 1790 Diamond Hitch Jackson, Wyoming 83001 (.023667% + .053251%)	0.0	0.0	0.076918 ²
Jonah LLC Box 50190 Casper, WY 82605-0190 (.254771% + .573234%)	0.0	0.0	0.828005 ²

OWNER	WORKING INTEREST (% OF 8/8THS)	NET REVENUE (% OF 8/8THS) ATTRIBUTABLE TO WORKING INTEREST	OVERRIDING ROYALTY INTEREST (% OF 8/8THS)
Pinedale Crest Royalties, a Trade Name in the State of Wyoming only For Noble Royalties, Inc. 13601 Preston Road, Suite 1008-D Dallas, Texas 75240 and its successors and assigns as their interests may appear in the records of Sublette County, Wyoming (.278438% + .625984%)	0.0	0.0	0.904422 ²
Edward M. Warner P.O. Box 480046 Denver, CO 80248-0046 (4.5% x 1.625%)	0.0	0.0	0.073125 ³
Weeks Oil Properties, LLC P.O. Box 2000 Nevada City, CA 95959	0.0	0.0	0.296875 ⁴
Greene Family Oil & Gas Limited Partnership P.O. Box 5220 Cheyenne, Wyoming 82003-5220	0.0	0.0	0.030281 ⁴
Dianne's Oil & Gas LLC P.O. Box 69 Bonneau, SC 29431	0.0	0.0	0.029094 ⁴
SAS Royalties LLC 1960 US Hwy 85 Cheyenne, WY 82009	0.0	0.0	0.061875 ²
CJM Royalties LLC 1151 Eagle Drive, #463 Loveland, CO 80537-8020	0.0	0.0	0.061875 ²
Stoli Royalties LLC P.O. Box 1433 Pinedale, WY 82941	0.0	0.0	0.061875 ²
TOTAL	81.25%	65.265110%	6.391142%

1. This interest burdens all working interests proportionately, including those working interests not shown on this Stipulation, and is subject to proportionate reduction to the extent that the parties hereto own less than one hundred percent of the working interest burdened by this interest
2. This interest burdens only the working interest of Shell Rocky Mountain Production, LLC.
3. This interest burdens only the working interest of Williams Production Rocky Mountain Company.
4. This interest burdens only the working interest of SWEPI LP.

VII. Ownership as to Tract V Deep comprising the following land:

Township 31 North, Range 108 West, 6th P.M.
Section 32: E/2NE/4

as to all depths below the stratigraphic equivalent to a depth of 10,000 feet as encountered in the New Fork Federal 13-32 Well located in the SW/4SW/4 of Section 13, Township 31 North, Range 108 West, 6th P.M.

OWNER	WORKING INTEREST (% OF 8/8THS)	NET REVENUE (% OF 8/8THS) ATTRIBUTABLE TO WORKING INTEREST	OVERRIDING ROYALTY INTEREST (% OF 8/8THS)
Shell Rocky Mountain Production, LLC 4582 S. Ulster Street Parkway, Suite 500 Denver, Colorado 80237	18.562500	14.602500	0.0
SWEPI LP P.O. Box 576 Houston, Texas 77001	5.937500	4.660937	0.0
Williams Production Rocky Mountain Company P.O. Box 3102 Tulsa, OK 74182	0.500000	0.400000	0.0
MAP 2001-NET, an Oklahoma General Partnership P.O. Box 268988 Oklahoma City, OK 73126 (87.5% of 1%)	0.0	0.0	0.875000 ¹
Osmond Oil & Gas LLC 400 So. Steele, Suite 55 Denver, CO 80209 [(12.5% of 1%) + (12.5% of 2%)]	0.0	0.0	0.375000 ¹
MAP 2003-NET, an Oklahoma General Partnership 100 Park Avenue, Suite 1008 Oklahoma City, OK 73102 (87.5% of 2%)	0.0	0.0	1.750000 ¹
MAP 2003-NET, an Oklahoma General Partnership 100 Park Avenue, Suite 1008 Oklahoma City, OK 73102 (89.55% x .340313%)	0.0	0.0	0.304750 ²
Tomcat Royalty Partnership P.O. Box 587 Marlow, OK 73055 (10% x .340313%)	0.0	0.0	0.034031 ²
Logan Minerals, LLC 324 Garden Street Golden, Colorado 80403 (0.45% x .340313%)	0.0	0.0	0.001531 ²
Yvonneda M. Martin, Trustee of the Vonnice M. Martin Living Trust dated 12/22/2000 1790 Diamond Hitch Jackson, Wyoming 83001	0.0	0.0	0.023667 ²
Jonah LLC Box 50190 Casper, WY 82605-0190	0.0	0.0	0.254771 ²

OWNER	WORKING INTEREST (% OF 8/8THS)	NET REVENUE (% OF 8/8THS) ATTRIBUTABLE TO WORKING INTEREST	OVERRIDING ROYALTY INTEREST (% OF 8/8THS)
Pinedale Crest Royalties, a Trade Name in the State of Wyoming only For Noble Royalties, Inc. 13601 Preston Road, Suite 1008-D Dallas, Texas 75240 and its successors and assigns as their interests may appear in the records of Sublette County, Wyoming	0.0	0.0	0.278438 ²
Edward M. Warner P.O. Box 480046 Denver, CO 80248-0046 (4.5% x .5%)	0.0	0.0	0.022500 ³
Weeks Oil Properties, LLC P.O. Box 2000 Nevada City, CA 95959	0.0	0.0	0.296875 ⁴
Greene Family Oil & Gas Limited Partnership P.O. Box 5220 Cheyenne, Wyoming 82003-5220	0.0	0.0	0.030281 ⁴
Dianne's Oil & Gas LLC P.O. Box 69 Bonneau, SC 29431	0.0	0.0	0.029094 ⁴
SAS Royalties LLC 1960 US Hwy 85 Cheyenne, WY 82009	0.0	0.0	0.061875 ²
CJM Royalties LLC 1151 Eagle Drive, #463 Loveland, CO 80537-8020	0.0	0.0	0.061875 ²
Stoli Royalties LLC P.O. Box 1433 Pinedale, WY 82941	0.0	0.0	0.061875 ²
TOTAL	25.00%	19.663437	4.461563%

1. This interest burdens all working interests proportionately, including those working interests not shown on this Stipulation, and is subject to proportionate reduction to the extent that the parties hereto own less than one hundred percent of the working interest burdened by this interest
2. This interest burdens only the working interest of Shell Rocky Mountain Production, LLC.
3. This interest burdens only the working interest of Williams Production Rocky Mountain Company.
4. This interest burdens only the working interest of SWEPI LP.

VIII. Ownership as to Tract VI Shallow comprising the following land:

Township 31 North, Range 108 West, 6th P.M.
Section 32: W/2NE/4

as to all depths from the surface to the stratigraphic equivalent to 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, Township 31 North, Range 108 West, 6th P.M.

OWNER	WORKING INTEREST (% OF 8/8THS)	NET REVENUE (% OF 8/8THS) ATTRIBUTABLE TO WORKING INTEREST	OVERRIDING ROYALTY INTEREST (% OF 8/8THS)
Shell Rocky Mountain Production, LLC 4582 S. Ulster Street Parkway, Suite 500 Denver, Colorado 80237	60.328125	48.263000	0.0
SWEPI LP P.O. Box 576 Houston, Texas 77001	19.296875	15.949609	0.0
Williams Production Rocky Mountain Company P.O. Box 3102 Tulsa, OK 74182	1.625000	1.300000	0.0
MAP 2001-NET, an Oklahoma General Partnership P.O. Box 268988 Oklahoma City, OK 73126 (87.5% of 1%)	0.0	0.0	0.875000 ¹
Osmond Oil & Gas LLC 400 So. Steele, Suite 55 Denver, CO 80209 [(12.5% of 1%) + (12.5% of 2%)]	0.0	0.0	0.375000 ¹
MAP 2003-NET, an Oklahoma General Partnership 100 Park Avenue, Suite 1008 Oklahoma City, OK 73102 (87.5% of 2%)	0.0	0.0	1.750000 ¹
MAP 2003-NET, an Oklahoma General Partnership 100 Park Avenue, Suite 1008 Oklahoma City, OK 73102 (89.55% x .2784375%) + (89.55% x .626484%)	0.0	0.0	0.810357 ²
Tomcat Royalty Partnership P.O. Box 587 Marlow, OK 73055 (10% x .2784375%) + (10% x .626484%)	0.0	0.0	0.090492 ²
Logan Minerals, LLC 324 Garden Street Golden, Colorado 80403 (0.45% x .2784375%) + (0.45% x .626484%)	0.0	0.0	0.004072 ²
Yvonneda M. Martin, Trustee of the Vonnice M. Martin Living Trust dated 12/22/2000 1790 Diamond Hitch Jackson, Wyoming 83001 (.023667% + .053251%)	0.0	0.0	0.076918 ²
Jonah LLC Box 50190 Casper, WY 82605-0190 (.254771% + 0.573234%)	0.0	0.0	0.828005 ²

OWNER	WORKING INTEREST (% OF 8/8THS)	NET REVENUE (% OF 8/8THS) ATTRIBUTABLE TO WORKING INTEREST	OVERRIDING ROYALTY INTEREST (% OF 8/8THS)
Pinedale Crest Royalties, a Trade Name in the State of Wyoming only For Noble Royalties, Inc. 13601 Preston Road, Suite 1008-D Dallas, Texas 75240 and its successors and assigns as their interests may appear in the records of Sublette County, Wyoming (.278438% + .625984%)	0.0	0.0	0.904422 ²
Edward M. Warner P.O. Box 480046 Denver, CO 80248-0046 (4.5% x 1.625%)	0.0	0.0	0.073125 ³
Weeks Oil Properties, LLC P.O. Box 2000 Nevada City, CA 95959	0.0	0.0	0.296875 ⁴
Greene Family Oil & Gas Limited Partnership P.O. Box 5220 Cheyenne, Wyoming 82003-5220	0.0	0.0	0.030281 ⁴
Dianne's Oil & Gas LLC P.O. Box 69 Bonneau, SC 29431	0.0	0.0	0.029094 ⁴
TOTAL	81.25%	65.512609%	6.143641%

1. This interest burdens all working interests proportionately, including those working interests not shown on this Stipulation, and is subject to proportionate reduction to the extent that the parties hereto own less than one hundred percent of the working interest burdened by this interest
2. This interest burdens only the working interest of Shell Rocky Mountain Production, LLC.
3. This interest burdens only the working interest of Williams Production Rocky Mountain Company.
4. This interest burdens only the working interest of SWEPI LP.

IX. Ownership as to Tract VI Deep comprising the following land:

Township 31 North, Range 108 West, 6th P.M.
Section 32: W/2NE/4

as to all depths below the stratigraphic equivalent to 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, Township 31 North, Range 108 West, 6th P.M.

OWNER	WORKING INTEREST (% OF 8/8THS)	NET REVENUE (% OF 8/8THS) ATTRIBUTABLE TO WORKING INTEREST	OVERRIDING ROYALTY INTEREST (% OF 8/8THS)
Shell Rocky Mountain Production, LLC 4582 S. Ulster Street Parkway, Suite 500 Denver, Colorado 80237	18.562500	14.850000	0.0
SWEPI LP P.O. Box 576 Houston, Texas 77001	5.937500	4.660937	0.0

OWNER	WORKING INTEREST (% OF 8/8THS)	NET REVENUE (% OF 8/8THS) ATTRIBUTABLE TO WORKING INTEREST	OVERRIDING ROYALTY INTEREST (% OF 8/8THS)
Williams Production Rocky Mountain Company P.O. Box 3102 Tulsa, OK 74182	0.500000	0.400000	0.0
MAP 2001-NET, an Oklahoma General Partnership P.O. Box 268988 Oklahoma City, OK 73126 (87.5% of 1%)	0.0	0.0	0.875000 ¹
Osmond Oil & Gas LLC 400 So. Steele, Suite 55 Denver, CO 80209 [(12.5% of 1%) + (12.5% of 2%)]	0.0	0.0	0.375000 ¹
MAP 2003-NET, an Oklahoma General Partnership 100 Park Avenue, Suite 1008 Oklahoma City, OK 73102 (87.5% of 2%)	0.0	0.0	1.750000 ¹
MAP 2003-NET, an Oklahoma General Partnership 100 Park Avenue, Suite 1008 Oklahoma City, OK 73102 (89.55% x .2784375%)	0.0	0.0	0.249340 ²
Tomcat Royalty Partnership P.O. Box 587 Marlow, OK 73055 (10% x .2784375%)	0.0	0.0	0.027844 ²
Logan Minerals, LLC 324 Garden Street Golden, Colorado 80403 (0.45% x .2784375%)	0.0	0.0	0.001253 ²
Yvonneda M. Martin, Trustee of the Vonnice M. Martin Living Trust dated 12/22/2000 1790 Diamond Hitch Jackson, Wyoming 83001	0.0	0.0	0.023667 ²
Jonah LLC Box 50190 Casper, WY 82605-0190	0.0	0.0	0.254771 ²
Pinedale Crest Royalties, a Trade Name in the State of Wyoming only For Noble Royalties, Inc. 13601 Preston Road, Suite 1008-D Dallas, Texas 75240 and its successors and assigns as their interests may appear in the records of Sublette County, Wyoming	0.0	0.0	0.278438 ²
Edward M. Warner P.O. Box 480046 Denver, CO 80248-0046 (4.5% x 0.5%)	0.0	0.0	0.022500 ³

OWNER	WORKING INTEREST (% OF 8/8THS)	NET REVENUE (% OF 8/8THS) ATTRIBUTABLE TO WORKING INTEREST	OVERRIDING ROYALTY INTEREST (% OF 8/8THS)
Weeks Oil Properties, LLC P.O. Box 2000 Nevada City, CA 95959	0.0	0.0	0.296875 ⁴
Greene Family Oil & Gas Limited Partnership P.O. Box 5220 Cheyenne, Wyoming 82003-5220	0.0	0.0	0.030281 ⁴
Dianne's Oil & Gas LLC P.O. Box 69 Bonneau, SC 29431	0.0	0.0	0.029094 ⁴
TOTAL	25.00%	19.910937%	4.214063%

1. This interest burdens all working interests proportionately, including those working interests not shown on this Stipulation, and is subject to proportionate reduction to the extent that the parties hereto own less than one hundred percent of the working interest burdened by this interest
2. This interest burdens only the working interest of Shell Rocky Mountain Production, LLC.
3. This interest burdens only the working interest of Williams Production Rocky Mountain Company.
4. This interest burdens only the working interest of SWEPI LP.

X. Ownership as to Tract VIA all depths comprising the following land:

Township 31 North, Range 108 West, 6th P.M.
Section 32: W/2SE/4
as to all depths

OWNER	WORKING INTEREST (% OF 8/8THS)	NET REVENUE (% OF 8/8THS) ATTRIBUTABLE TO WORKING INTEREST	OVERRIDING ROYALTY INTEREST (% OF 8/8THS)
Shell Rocky Mountain Production, LLC 4582 S. Ulster Street Parkway Suite 500 Denver, Colorado 80237	18.562500	14.850000	0.0
SWEPI LP P.O. Box 576 Houston, Texas 77001	5.937500	4.660937	0.0
Williams Production Rocky Mountain Company P.O. Box 3102 Tulsa, OK 74182	0.500000	0.400000	0.0
MAP 2001-NET, an Oklahoma General Partnership P.O. Box 268988 Oklahoma City, OK 73126 (87.5% of 1%)	0.0	0.0	0.875000 ¹
Osmond Oil & Gas LLC 400 So. Steele, Suite 55 Denver, CO 80209 [(12.5% of 1%) + (12.5% of 2%)]	0.0	0.0	0.375000 ¹

OWNER	WORKING INTEREST (% OF 8/8THS)	NET REVENUE (% OF 8/8THS) ATTRIBUTABLE TO WORKING INTEREST	OVERRIDING ROYALTY INTEREST (% OF 8/8THS)
MAP 2003-NET, an Oklahoma General Partnership 100 Park Avenue, Suite 1008 Oklahoma City, OK 73102 (87.5% of 2%)	0.0	0.0	1.750000 ¹
MAP 2003-NET, an Oklahoma General Partnership 100 Park Avenue, Suite 1008 Oklahoma City, OK 73102 (89.55% x .2784375%)	0.0	0.0	0.249340 ²
Tomcat Royalty Partnership P.O. Box 587 Marlow, OK 73055 (10% x .2784375%)	0.0	0.0	0.027844 ²
Logan Minerals LLC 324 Garden Street Golden, Colorado 80403 (0.45% x .2784375%)	0.0	0.0	0.001253 ²
Yvonneda M. Martin, Trustee of the Vonnice M. Martin Living Trust dated 12/22/2000 1790 Diamond Hitch Jackson, Wyoming 83001 (.023667%)	0.0	0.0	0.023667 ²
Jonah LLC Box 50190 Casper, WY 82605-0190	0.0	0.0	0.254771 ²
Pinedale Crest Royalties, a Trade Name in the State of Wyoming only For Noble Royalties, Inc. 13601 Preston Road, Suite 1008-D Dallas, Texas 75240 and its successors and assigns as their interests may appear in the records of Sublette County, Wyoming	0.0	0.0	0.278438 ²
Edward M. Warner P.O. Box 480046 Denver, CO 80248-0046 (4.5% x 0.5%)	0.0	0.0	0.022500 ³
Weeks Oil Properties, LLC P.O. Box 2000 Nevada City, CA 95959	0.0	0.0	0.296875 ⁴
Greene Family Oil & Gas Limited Partnership P.O. Box 5220 Cheyenne, Wyoming 82003-5220	0.0	0.0	0.030281 ⁴

OWNER	WORKING INTEREST (% OF 8/8THS)	NET REVENUE (% OF 8/8THS) ATTRIBUTABLE TO WORKING INTEREST	OVERRIDING ROYALTY INTEREST (% OF 8/8THS)
Dianne's Oil & Gas LLC P.O. Box 69 Bonneau, SC 29431	0.0	0.0	0.029094 ⁴
TOTAL	25.00%	19.910937%	4.214063%

1. This interest burdens all working interests proportionately, including those working interests not shown on this Stipulation, and is subject to proportionate reduction to the extent that the parties hereto own less than one hundred percent of the working interest burdened by this interest
2. This interest burdens only the working interest of Shell Rocky Mountain Production, LLC.
3. This interest burdens only the working interest of Williams Production Rocky Mountain Company.
4. This interest burdens only the working interest of SWEPI LP.

J:\Thompson\Shell\Stipulation of Interests\EXHIBIT A TO Stip W-015316 5-23-05.wpd

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.

WYW-126786

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee) EnCana Oil & Gas (USA) Inc.
Street 370 17th Street, Suite 1700
City, State, ZIP Code Denver, CO 80202

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

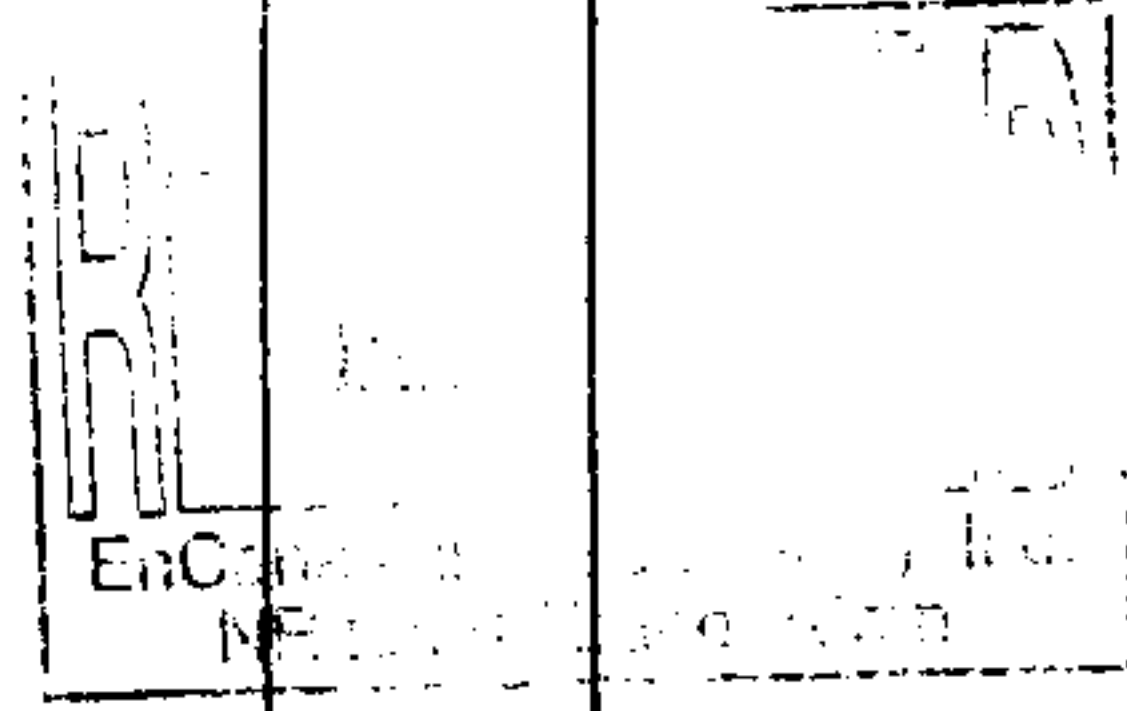
This transfer is for (Check one) ☒ Oil and Gas Lease, or ☐ Geothermal Lease

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

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

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein a	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned b	Conveyed c	Retained d	Reserved e	Previously reserved or conveyed f
Township 27 North, Range 108 West 6th PM WY Section 7: Lots 1,2,3,4, E/2, E/2W/2 Section 17: N/2 Section 18: E/2 Containing 1268.16 acres mol Sublette County, Wyoming 316733	100.00%	80.00%	20.00%	6.25% proportionately reduced (5% of 8/8ths net)	NONE

RECORDED Feb. 2 20 06 8:15A.M
IN BOOK 1310+5 PAGE 708
FEES \$ 11.99 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING



by Cynthia J. Friel 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 land.

☒ Transfer approved effective JAN 01 2006

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

LAND LAW EXAMINER JAN 04 2006
(Title) (Date)

FOR ASSIGNEE

28784.000

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

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 14th day of September, 20 05

Name of Transferor Javelina Partners

Please type or print

Transferor E. Randall Hudson III, Managing Partner

or [Signature] (Signature)

Attorney-in-fact [Signature] (Signature)

616 Texas Street

(Transferor's Address)

Fort Worth, TX 76102

(City)

(state)

(Zip Code)

Executed this 30th day of September, 20 05

EnCana Oil & Gas (USA) Inc.

Transferee [Signature] (Signature)

or [Signature] (Signature)

Attorney-in-fact [Signature] (Signature)

Michael R. Kennedy

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U S Department of the Interior, Bureau of Land Management, Bureau Clearance Officer (DW-110), Denver Federal Center, Building 40, P.O. Box 25047, Denver, CO 80225-0047 and the Office of Management and Information Systems, Paperwork Reduction Project (1001-0034), 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.

710
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: October 31, 200

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

WYW 151324

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)

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

Assignee* EnCana Oil & Gas (USA) Inc.
Street 370 - 17th Street, Suite 1700
City, State, ZIP Code Denver, Colorado 80202

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

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

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

2. This assignment conveys the following interest:

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. a	Percent of Interest			Percent of Overriding Royalty Similar Interests	
	Owned b	Conveyed c	Retained d	Reserved e	Previously reserved or conveyed f
Township 27 North, Range 109 West, 6th P.M. Section 5: S 2 NE 4, SW 4 NW 4, SW 4 SW 4, S 2 SE 4 Section 6: S 2 NE 4, NE 4 SW 4, S 2 SE 4 containing 440.0 acres, more or less, in Sublette County, Wyoming	100%	100%	-0-	5.0%	-0-
316742					
RECORDED Feb. 2 20 06 9:30AM IN BOOK 131 042 PAGE 710 FEES \$ 11.00 COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING by Cynthia J. Friel					

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 equitable title to this lease.

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective SEP 01 2005

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

By K/C WICKI E. LOUGH
(Authorized Officer)

LAND LAW EXAMINER OCT 1 2005
(Title) (Date)

(Continued on page 2)

PART B - CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner if an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens, a municipality, or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease describe 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 24th day of June 20 05

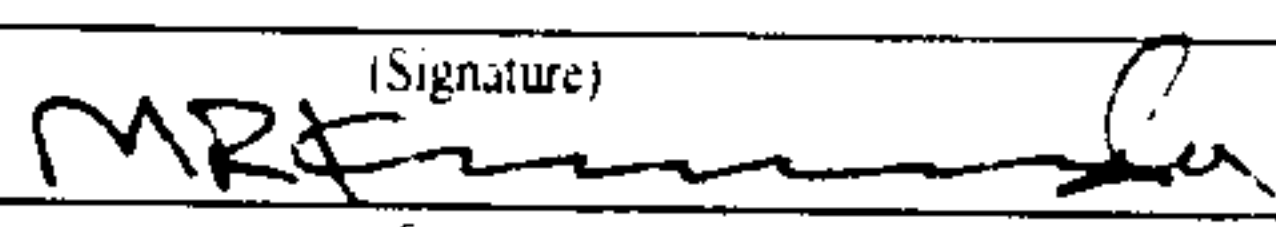
Executed this 24th day of June 20 05

Name of Assignor as shown on current lease Marshall & Winston, Inc.

Assignor  (Please type or print)
(Signature)
or
Attorney-in-fact By: Clarence R. Chandler, President
(Signature)

P. O. Box 50880
(Assignor's Address)

Midland TX 79710-0880
(City) (State) (Zip Code)

Assignee _____
(Signature)
or
Attorney-in-fact 
(Signature)
Michael R. Kennedy

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

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

712
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

#201-134

**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.
WYW160456
Lease Effective Date
(Anniversary Date)
September 1, 2004
New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* EnCana Oil & Gas (USA) Inc.
Street 370 17th Street, Suite 1700
City, State, ZIP Code Denver, CO 80202

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

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

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

2. This assignment conveys the following interest:

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. a	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned b	Conveyed c	Retained d	Reserved e	Previously reserved or conveyed f
Township 27 North, Range 110 West, 6th P.M. Section 28: E/2 containing 320.00 acres, more or less Sublette County, Wyoming	100%	100%	-0-	None	None
316743					
RECORDED Feb. 2 2006 9:30AM IN BOOK 131 O+M PAGE 712 FEES 11.00 COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING by Cynthia J. Friel					

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

By _____
(Authorized Officer)

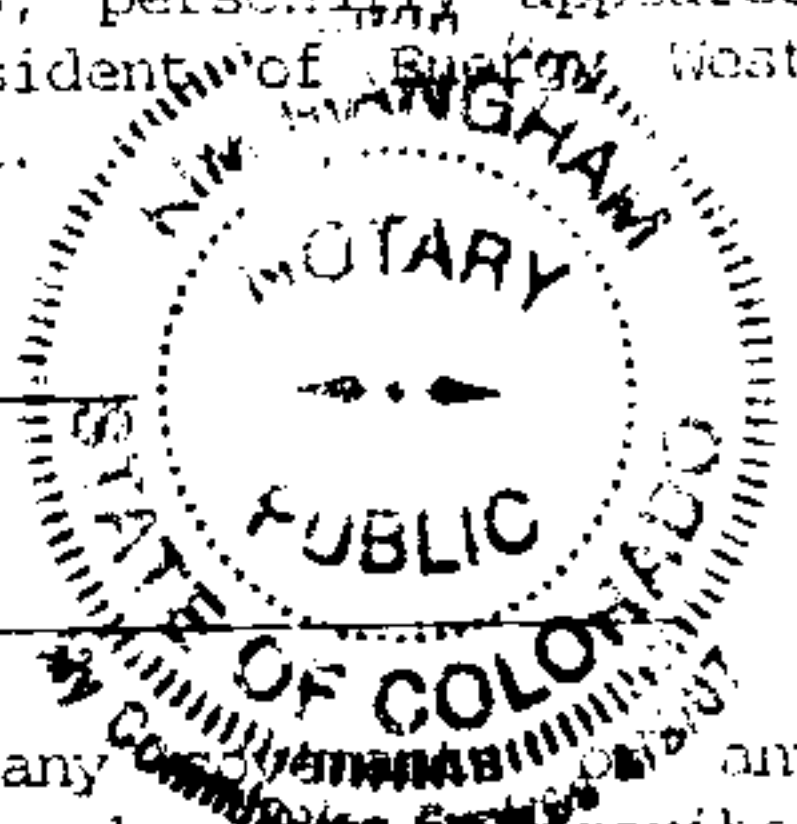
(Title) _____ (Date) _____

FOR ASSIGNEE

STATE OF COLORADO)
)SS.
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, on this 18th day of January, 2005, personally appeared James E. Sullivan, to me known, and being duly sworn, did say that he is the President of Energy West Corporation and acknowledged said instrument to be a free act and deed of said Corporation.
IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires _____
Notary Public
Address: _____



ASSIGNEE'S ACCEPTANCE
It is agreed between Assignor and Assignee that this Assignment is made without any warranties, either expressed or implied. By acceptance of this assignment and payment for the Leases described herein Assignees agree to assume any and all liabilities and responsibilities contained in said Leases or created by the existence of said Leases, and further, Assignee shall assume all risk, liability, and obligations in connection with or related to ownership and operation of the Leases and the lands covered thereby, and shall indemnify and hold harmless Assignor, its officers, directors, employees and agents, from and against all losses, liabilities, damages, demands, suits, claims, and causes of action arising out of or related to the ownership and operation of the Leases and the lands covered thereby. Additionally, Assignee, by acceptance of this Assignment, hereby assumes and agree to pay, perform or carry, as the case may be, all existing royalties, overriding royalties, including, but not limited to, the overriding royalty reserved herein, if any, rentals, production payments, other payments out of or with respect to production and all other lease burdens to the extent of its interest in said Leases.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 18th day of January, 2005
Name of Assignor Energy West Corporation
Please type or print
Assignor [Signature]
(Signature)
or James E. Sullivan, President
Attorney-in-fact _____
(Signature)
P.O. Box 1441
(Assignor's Address)
Denver Colorado 80201
(City) (State) (Zip Code)

Executed this 20 day of August, 2005
EnCana Oil & Gas (USA) Inc.
Assignee _____
(Signature)
or by: _____
Title: _____
Attorney-in-fact [Signature]

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

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

714
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: October 31, 2004

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

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

Lease Serial No

WYW-163334

Lease Effective Date
(Anniversary Date)

9-01-05

New Serial No

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* EnCana Oil & Gas (USA) Inc.
Street Republic Plaza
City, State, ZIP Code 370 17th Street, Suite 1700
Denver, CO 80202

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

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

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

2. This assignment conveys the following interest: All of Grantor's Record Title Interest

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 28 North, Range 110 West, 6 th P.M. Section 17: S2 Section 18: Lots 1-4, E2, E2W2 Section 19: Lots 1, 2, NE, E2NW Section 20: N2 Section 21: N2 Section 22: NWNE, S2NE, NW Containing 2164.88 acres m/l Sublette County, Wyoming	100.0%	100.0%	0.0%	0.0%	none
316744					
RECORDED Feb. 2 2006 9:30AM IN BOOK 1310+2 PAGE 714 FEES \$ 11.00 COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING by Cynthia J. Friel					

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

FOR SIGNATURE

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective DEC 12, 2005

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

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

LAND LAW EXAMINER (Title)

NOV 28 2005 (Date)

(Continued on page 2)

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality, or a corporation organized under the laws of the United States or any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which 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 27 day of October, 2005
Name of Assignor as shown on current lease Bright Star Energy Services, Inc.
Assignor (Signature)
or Steven W. Curtis, President
Attorney-in-fact (Signature)
1580 Lincoln Street, Suite 635
(Assignor's Address)
Denver, CO 80203
(City) (State) (Zip Code)

Executed this 27 day of October, 2005
EnCana Oil & Gas (USA) Inc.
Assignee (Signature)
or Attorney-in-fact (Signature)
Michael R. Kennedy

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

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

716
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: October 31, 2004

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

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

Lease Serial No.

WYW-163332

Lease Effective Date
(Anniversary Date)

9-01-05

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* EnCana Oil & Gas (USA) Inc.
Street Republic Plaza
City, State, ZIP Code 370 17th Street, Suite 1700
Denver, CO 80202

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

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

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

2. This assignment conveys the following interest: All of Grantor's Record Title Interest

Land Description <small>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.</small>	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	b	c	d	e	f
Township 28 North, Range 110 West, 6 th P.M. Section 09: ALL Section 22: NENE Section 23: N2, N2SE, SESE Section 26: SENW Containing 1160.00 acres m/l Sublette County, Wyoming	100.0%	100.0%	0.0%	0.0%	none
316745					
RECORDED Feb. 2 2006 9:30AM IN BOOK 1310+1 PAGE 716 FEES \$ 11.00 COUNTY CLERK SUBLETTE COUNTY, WYOMING by Cynthia J. Friel					

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 DEC 1 2005

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

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

LAND LAW EXAMINER

NOV 26 2005

(Continued on page 2)

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States, an association of such citizens, a municipality, or a corporation organized under the laws of the United States or any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which 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 27 day of October, 2005
Name of Assignor as shown on current lease Bright Star Energy Services, Inc.
(Please type or print)
Assignor [Signature]
(Signature)
or Steven W. Curtis, President
Attorney-in-fact (Signature)
1580 Lincoln Street, Suite 635
(Assignor's Address)
Denver, CO 80203
(City) (State) (Zip Code)

Executed this 27 day of October, 2005
Assignee [Signature]
(Signature)
or [Signature]
Attorney-in-fact (Signature)
Michael R. Kennedy

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

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718
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: October 31, 2004

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

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

Lease Serial No.

WYW-163330

Lease Effective Date
(Anniversary Date)

9-01-05

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* EnCana Oil & Gas (USA) Inc.
Street Republic Plaza
City, State, ZIP Code 370 17th Street, Suite 1700
Denver, CO 80202

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

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

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

2. This assignment conveys the following interest: All of Grantor's Record Title Interest

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	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	b	c	d	e	f
Township 27 North, Range 110 West, 6 th P.M. Section 08: ALL Containing 640.00 acres m/l Sublette County, Wyoming	100.0%	100.0%	0.0%	0.0%	none
316746					
RECORDED Feb. 2 2006 4:30 P.M. IN BOOK 131 0+2 PAGE 718 FEES \$ 11.00 COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING by Cynthia J. Friel					

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective DEC 1 2005

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

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

LAND LAW EXAMINER
(Title)

NOV 7 2005
(Date)

(Continued on page 2)

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

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

Executed this 21 day of October, 2005

Name of Assignor as shown on current lease Bright Star Energy Services, Inc.
(Please type or print)

Assignor 
(Signature)

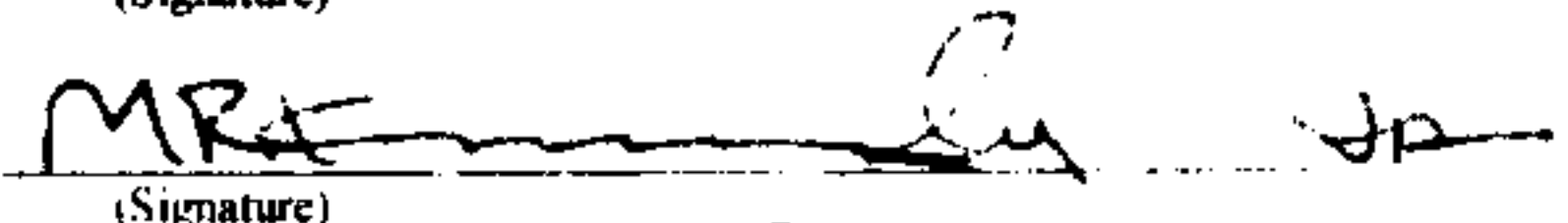
or Attorney-in-fact Steven W. Curtis, President
(Signature)

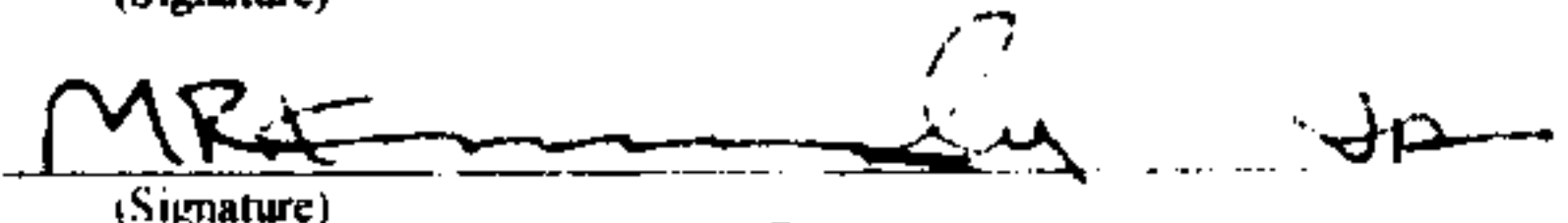
1580 Lincoln Street, Suite 635
(Assignor's Address)

Denver, CO 80203
(City) (State) (Zip Code)

Executed this 21 day of October, 2005

EnCana Oil & Gas (USA) Inc.

Assignee 
(Signature)

or Attorney-in-fact 
(Signature)

Michael R. Kennedy

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720

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: October 31, 2004

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

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

Lease Serial No.
WYW-163329
Lease Effective Date (Anniversary Date)
9-01-05
New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* EnCana Oil & Gas (USA) Inc.
Street Republic Plaza
City, State, ZIP Code 370 17th Street, Suite 1700
Denver, CO 80202

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

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

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

2. This assignment conveys the following interest: All of Grantor's Record Title Interest

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form. Such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	b	c	d	e	f
Township 27 North, Range 110 West, 6 th P.M. Section 05: Lots 1-4, S2N2, S2 Section 10: S2 Section 20: ALL Section 21: E2 Containing 1917.24 acres m/l Sublette County, Wyoming	100.0%	100.0%	0.0%	0.0%	none

316747

RECORDED Feb 2 2006 9:30 AM
IN BOOK 1310 + 15 PAGE 720
FEES \$ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINE JAIL, WYOMING
by Cynthia J. Friel

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 DEC 1 2005

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

By /s/ Cannon E. Lovett
(Authorized Officer)

LAND LAW ENFORCEMENT (Title)

NOV 28 2005 (Date)

(Continued on page 2)

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

- 1 The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above
- 2 Assignee certifies as follows: (a) Assignee is a citizen of the United States, an association of such citizens, a municipality, or a corporation organized under the laws of the United States or any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations, (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which 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.

I executed this 27 day of October, 2005
Name of Assignor as shown on current lease Bright Star Energy Services, Inc.
(Please type or print)
Assignor [Signature]
(Signature)
or Steven W. Curtis, President
Attorney-in-fact [Signature]
(Signature)
1580 Lincoln Street, Suite 635
(Assignor's Address)
Denver, CO 80203
(City) (State) (Zip Code)

Executed this 27 day of October, 2005
EnCana Oil & Gas (USA) Inc.
Assignee [Signature]
(Signature)
or [Signature]
Attorney-in-fact [Signature]
(Signature)
Michael R. Kennedy

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

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

722
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

#201-133

**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.

WYU160455

Lease Effective Date
(Anniversary Date)

September 1, 2004

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* EnCana Oil & Gas (USA) Inc.
Street 370 17th Street, Suite 1700
City, State, ZIP Code Denver, CO 80202

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

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

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

2. This assignment conveys the following interest:

Land Description

Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.

Percent of Interest

Owned

Conveyed

Retained

Percent of
Overriding Royalty
or Similar Interests

Reserved

Previously
reserved
or conveyed

a

b

c

d

e

f

Township 27 North, Range 110 West, 6th P.M.
Section 6: Lots 1(39.06), 2(39.34), 3(39.61), 4(34.70),
5(34.83), 6(34.87), 7(34.90), S/2NE/4, SE/4NW/4, E/2SW/4,
SE/4
Section 7: Lots 1(34.95), 2(35.01), 3(35.07), 4(35.13),
E/2, E/2SW/2
Section 18: Lots 1(35.17), 2(35.20), 3(35.22), 4(35.25),
E/2, E/2SW/2
containing 1,858.31 acres, more or less
Sublette County, Wyoming

316748

RECORDED	Feb. 2	2004 4:30 P.M.
IN BOOK	131 0 + 4	PAGE 722
FEES \$	11.00	COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING		

by Cynthia J. Fried

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

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

By _____
(Authorized Officer)

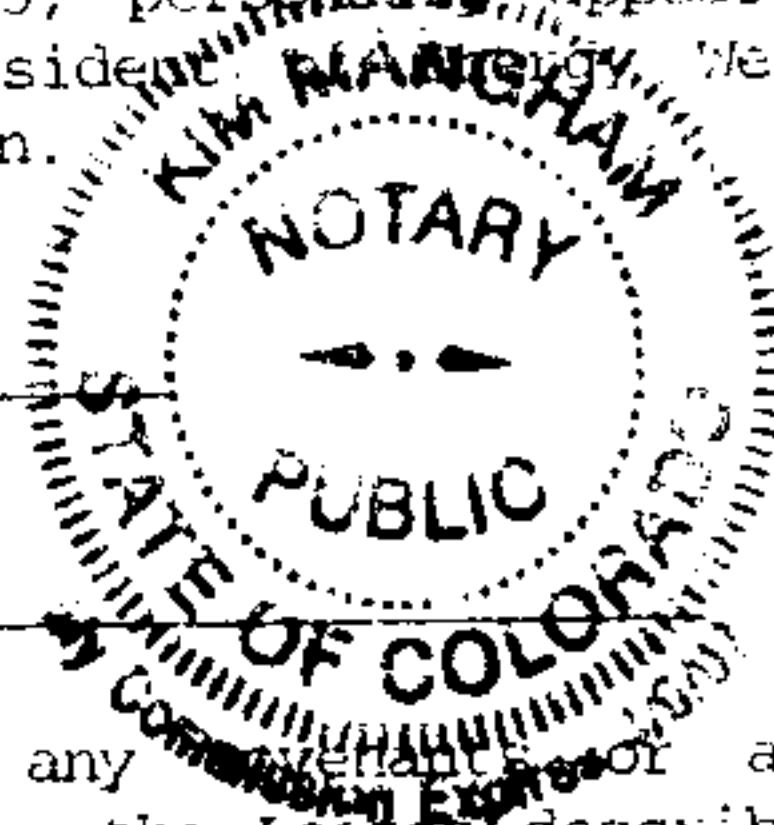
(Title) _____ (Date) _____

Part A (Continued) [redacted] AL SPACE for Names and addresses of addit[redacted] in Item No. 1, if needed, or for Land Descript[redacted] No. 2 if needed.
STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

BEFORE ME, the undersigned, a Notary Public, on this 18th day of January, 2005, personally appeared James E. Sullivan, to me known, and being duly sworn, did say that he is the President of Energy West Corporation and acknowledged said instrument to be a free act and deed of said Corporation.
IN WITNESS WHEREOF, I have set my hand and affixed my seal the date above written.

My commission expires _____

Notary Public
Address: _____



ASSIGNEE'S ACCEPTANCE

It is agreed between Assignor and Assignee that this Assignment is made without any warranty of any warranties, either expressed or implied. By acceptance of this assignment and payment for the Leases described herein Assignees agree to assume any and all liabilities and responsibilities contained in said Leases or created by the existence of said Leases, and further, Assignee shall assume all risk, liability, and obligations in connection with or related to ownership and operation of the Leases and the lands covered thereby, and shall indemnify and hold harmless Assignor, its officers, directors, employees and agents, from and against all losses, liabilities, damages, demands, suits, claims, and causes of action arising out of or related to the ownership and operation of the Leases and the lands covered thereby. Additionally, Assignees, by acceptance of this Assignment, hereby assumes and agree to pay, perform or carry, as the case may be, all existing royalties, overriding royalties, including, but not limited to, the overriding royalty reserved herein, if any, rentals, production payments, other payments out of or with respect to production and all other lease burdens to the extent of its interest in said Leases.

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 18th day of January 2005

Executed this 18th day of January 2005

Name of Assignor Energy West Corporation
Please type or print

EnCana Oil & Gas (USA) Inc.

Assignor [Signature]
(Signature)

Assignee _____
(Signature)

or James E. Sullivan, President

or by: _____

Attorney-in-fact _____
(Signature)

Title: _____

Attorney-in-fact [Signature]

P.O. Box 1441
(Assignor's Address)

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

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

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

724
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: October 31, 2004

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

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

Lease Serial No.

WYW-163324

Lease Effective Date
(Anniversary Date)

9-01-05

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* EnCana Oil & Gas (USA) Inc.
Street Republic Plaza
City, State, ZIP Code 370 17th Street, Suite 1700
Denver, CO 80202

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

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

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

2. This assignment conveys the following interest: All of Grantor's Record Title Interest

Land Description Additional space on reverse if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. a	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	b	c	d	e	f
Township 27 North, Range 108 West, 6 th P.M. Section 33: E2 Containing 320.00 acres m/ Sublette County, Wyoming	100.0%	100.0%	0.0%	0.0%	none
316749					
RECORDED Feb. 2 2006 9:30 A.M. IN BOOK 131 P. 14 PAGE 724 FEES \$ 11.00 COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING by Cynthia J. Frick					

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective NOV 6 2004

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

By [Signature]
(Authorized Officer)

LAND MANAGER
(Title)

DEC 1 2004
(Date)

(Continued on page 2)

FOR BLM USE ONLY

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States, an association of such citizens, a municipality, or a corporation organized under the laws of the United States or any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which 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 _____ day of _____, 20 05
Name of Assignor as shown on current lease Bright Star Energy Services, Inc.
(lease type or print)
Assignor [Signature]
(Signature)
or
Attorney-in-fact Steven W. Curtis, President
(Signature)
1580 Lincoln Street, Suite 635
(Assignor's Address)
Denver, CO 80203
(City) (State) (Zip Code)

Executed this 27 day of October, 20 05
Assignee _____
(Signature)
or
Attorney-in-fact [Signature]
(Signature)
Michael R. Kennedy
+2

Public reporting burden for this form is estimated to average 30 minutes per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0034), Bureau Information Collection Clearance Officer (WO-030), 1849 C Street, N.W., Mail Stop 401 L.S. Washington, D.C. 20240

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

726
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: October 31, 2004

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

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

Lease Serial No

WYW-163323

Lease Effective Date
(Anniversary Date)

9-01-05

New Serial No

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* EnCana Oil & Gas (USA) Inc.
Street Republic Plaza
City, State, ZIP Code 370 17th Street, Suite 1700
Denver, CO 80202

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

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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: All of Grantor's Record Title Interest

Land Description <small>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.</small>	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	b	c	d	e	f
Township 27 North, Range 108 West, 6 th P.M. Section 27: ALL Section 28: N2 Section 34: N2 Containing 1280.00 acres m/l Sublette County, Wyoming	100.0%	100.0%	0.0%	0.0%	none
316750					
RECORDED Feb. 2 2006 9:30 A.M. IN BOOK 131 0+11 PAGE 726 FEES \$ 11.00 COUNTY CLERK SUBLETTE COUNTY, PINEDALE, WYOMING by Cynthia J. Friel					

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective 2-2-06

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

By [Signature]
(Authorized Officer)

LAND LAW EXAMINER DEU 1 & 2
(Title) (Date)

(Continued on page 2)

FOR RECORD

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

Executed this 27 day of October, 2005
Name of Assignor as shown on current lease Bright Star Energy Services, Inc.
(Please type or print)
Assignor [Signature]
(Signature)
or Steven W. Curtis, President
Attorney-in-fact [Signature]
(Signature)
1580 Lincoln Street, Suite 635
(Assignor's Address)
Denver, CO 80203
(City) (State) (Zip Code)

Executed this 27 day of October, 2005
Assignee [Signature]
(Signature)
or [Signature]
Attorney-in-fact [Signature]
(Signature)
Michael R. Kennedy

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

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

AFFIDAVIT

316776

Elliott A. Riggs of lawful age, being first duly sworn, deposes and says that he is well acquainted with:

and Riggs Oil & Gas Corporation
and Riggs Oil and Gas Company
Riggs Oil & Gas Company

as mentioned in the chain of title to the following described land

Township 30 North, Range 108 West
Section 25: All
Section 26: All
Section 34: NE/4, N/2NW/4, N/2SE/4
Section 35: N/2, N/2S/2, S/2SE/4

(covering United States Oil and Gas Lease Serial No. WYW-016158)

and affiant positively knows that said

and Riggs Oil & Gas Corporation
and Riggs Oil and Gas Company
and Riggs Oil & Gas Company

are one and the same entity, notwithstanding the discrepancy in the names.

Further affiant saith not.


Elliott A. Riggs- President

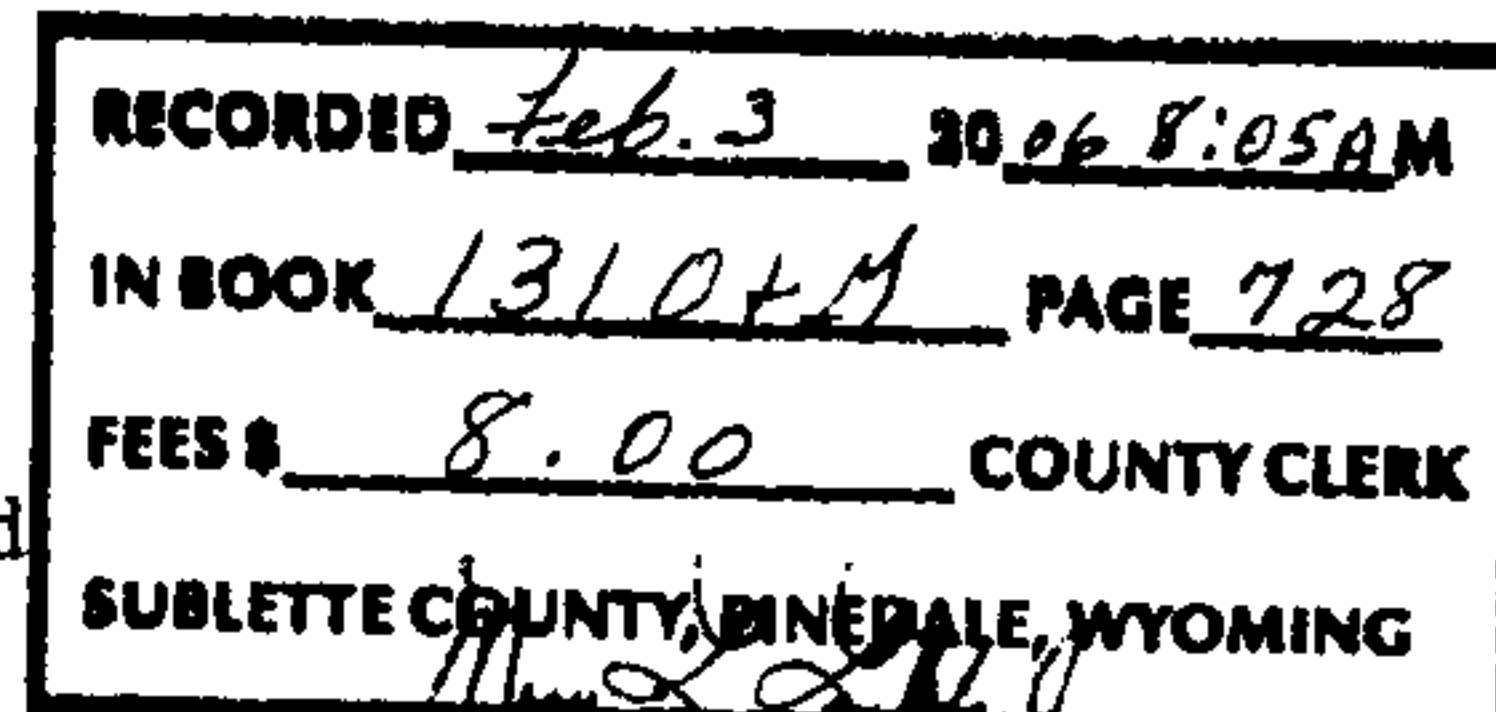
STATE OF New Mexico)
) ss.
COUNTY OF San Juan)

The foregoing instrument was acknowledged before me this eleventh day
of January, ~~2005~~ by Elliott A. Riggs
2006

My Commission expires:

March 11, 2007


Notary Public



**RATIFICATION OF ASSIGNMENT
OF OVERRIDING ROYALTY INTEREST**

STATE OF WYOMING)
) SS
COUNTY OF SUBLETTE)

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:

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

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

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 28th day of February, 2005.

316777.

RECORDED	<u>Feb. 3</u>	<u>2006 8:15 AM</u>
IN BOOK	<u>131 O + M</u>	PAGE <u>729</u>
FEES \$	<u>106.00</u>	COUNTY CLERK
SUBLETTE COUNTY, WYOMING		

by Cynthia J. Friel

ULTRA RESOURCES, INC.

By: *[Signature]*
Tab McGinley
Attorney-in-fact

LANCE OIL & GAS COMPANY, *FNC*

By: *[Signature]*
Name: Mark R. Petry, Attorney-In-Fact

Title: _____

ACKNOWLEDGMENTS

STATE OF COLORADO)
) SS
COUNTY OF DOUGLAS)

On this 20th day of November, 2005, before me personally appeared Tab McGinley, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-fact for Ultra Resources, Inc., and that this instrument was signed in behalf of said corporation by the authority of its Board of Directors and said Tab McGinley acknowledged said instrument to be the free act and deed of said corporation.

NO WITNESS my hand and seal this 28th day of November 2005.

My Commission Expires: _____

Rosalind Meyer
Notary Public

NOTARY PUBLIC
STATE OF COLORADO
09

STATE OF COLORADO)
COUNTY OF DENVER) SS

On this 20th day of January, 2008, before me personally appeared Mark R. Petry, to me personally known, who, being by me duly sworn, did say that he is the Attorney-In-Fact of Lance Oil & Gas Company, Inc., and that this instrument was signed in behalf of said corporation by the authority of its Board of Directors and said Mark R. Petry acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 20th day of January 2008.⁶

My Commission Expires:

9-11-2007

Notary Public

GRETCHEN M DARNAY
Notary Public
State of Colorado

Exhibit "A"

Attached to and made a part of that certain Ratification of Assignment of Overriding Royalty Interest by and between Ultra Resources, Inc. and Lance Oil and Gas Company

Ultra Lease No.	Lessor Name	Lessee Name	Lease Date	Legal Description:
WY-1123	USA WYVW-015314	Edwin L. Guenzel	6/1/52	<u>Township 30 North, Range 108 West, 6th PM</u> Section 8: S/2 Section 9: S/2 Section 10: NE/4, S/2 Section 14: SW/4 Section 15: All Section 17: N/2 Section 22: NE/4 Section 23: NW/4
WY-1124	USA WYVW-06269	Donald B. Anderson	6/1/52	<u>Township 31 North, Range 109 West, 6th PM</u> Section 13: All Section 14: E/2 Section 24: E/2SW/4, N/2, SE/4 Section 25: All Section 35: W/2, S/2NE/4
WY-1125	USA WYVW-06270	Donald B. Anderson	6/1/51	<u>Township 31 North, Range 109 West, 6th PM</u> Section 1: Lots 1-4, S/2NW/4, NW/4SW/4 Section 2: All Section 3: All Section 9: S/2SE/4 Section 10: NE/4, NW/4SE/4, W/2 Section 11: N/2NW/4 Section 12: Lots 6, 7, 8, 10, S/2SE/4, NE/4SE/4, SE/4SW/4
WY-1126	USA WYVW-06283	Floyd H. Schroeder	6/1/51	<u>Township 30 North, Range 108 West, 6th PM</u> Section 6: Lots 3, 4, 5, 6, 7, E/2SW/4, SE/4NW/4 Section 7: Lots 1, 2, E/2NW/4
WY-1127	USA WYVW-06286	Donald B. Anderson	6/1/51	<u>Township 32 North, Range 109 West, 6th PM</u> Section 27: S/2, NW/4 Section 28: SE/4, NE/4 Section 33: E/2 Section 34: All Section 35: All

Ultra Lease No.	Lessor Name	Lessee Name	Lease Date	Legal Description:
WY-1146	USA WYVW-06934	R. A. Trombley	7/1/51	<u>Township 30 North, Range 108 West, 6th PM</u> Section 6: Lots 1,2 S/2NE/4, SE/4 Section 7: Lots 3-4, E/2SW/4, SE/4 <u>Township 31 North, Range 108 West, 6th PM</u> Section 19: E/2 Section 29: W/2 Section 31: E/2 <u>Township 30 North, Range 109 West, 6th PM</u> Section 11: SE/4 Section 12: S/2
WY-1129	USA WYVW-015315	Mary A. Guenzel	6/1/52	<u>Township 32 North, Range 109 West, 6th PM</u> Section 7: Lots 1,2,5,6,7,8,11,12 Section 18: E/2 Section 19: E/2 Section 20: All Section 21: W/2 <u>Township 33 North, Range 109 West, 6th PM</u> Section 32: SW/4, S/2NW/4, NE/4NW/4
WY-1130	USA WYVW-015316	Fred M. Manning Jr.	6/1/52	<u>Township 30 North, Range 108 West, 6th PM</u> Section 3: SW/4 Section 4: All Section 9: N/2 Section 10: NW/4 <u>Township 31 North, Range 108 West, 6th PM</u> Section 29: E/2 Section 32: E/2 Section 33: W/2
WY-1131	USA WYVW-015317	R. L. Manning	6/1/52	<u>Township 32 North, Range 109 West, 6th PM</u> Section 4: Lots 8,9,10,15,16 Section 9: All Section 15: W/2 Section 21: NE/4 Section 22: N/2 <u>Township 33 North, Range 109 West, 6th PM</u> Section 34: W/2E/2, E/2W/2
WY-1147	USA WYVW-016155	Robert O. Anderson	7/1/52	<u>Township 30 North, Range 107 West, 6th PM</u> Section 7: W/2SE/4 Section 18: All Section 19: All Section 20: E/2SE/4 W/2, W/2 Section 30: Lots 14,15,16,17,18,19,20,21,22,23,24

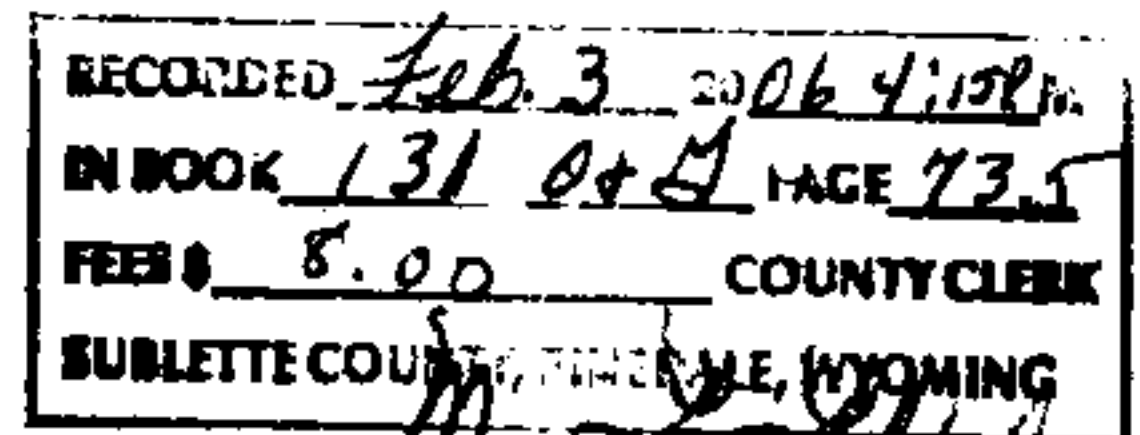
Ultra Lease No.	Lessor Name	Lessee Name	Lease Date	Legal Description:
WY-1132	USA WYVW-016158	Phil D. Helmig	7/1/52	<u>Township 30 North, Range 107 West, 6th PM</u> Section 7: Lots 1-4, E/2W/2 <u>Township 30 North, Range 108 West, 6th PM</u> Section 25: All Section 26: All Section 34: NE/4, N/2SE/4, N/2NW/4 Section 35: N/2S/2, N/2, S/2SE/4
WY-1133	USA WYVW-016161	Phil D. Helmig	7/1/52	<u>Township 30 North, Range 108 West, 6th PM</u> Section 11: E/2E/2 Section 12: All Section 13: All Section 14: NE/4, N/2SE/4, SE/4SE/4, NE/4NW/4, S/2NW/4 Section 24: All
WY-1134	USA WYVW-016162	Phil D. Helmig	7/1/52	<u>Township 30 North, Range 108 West, 6th PM</u> Section 1: Lots 2-4, SW/4NE/4, S/2, S/2NW/4 Section 2: All Section 3: Lots 1-4, S/2N/2, N/2SE/4, SE/4SE/4 Section 11: NW/4, W/2E/2 Section 27: E/2, E/2W/2
WY-1148	USA WYVW-016167	H E. Harrington	7/1/52	<u>Township 32 North, Range 109 West, 6th PM</u> Section 3: Lot 4, SW/4NW/4, W/2SW/4, SE/4SW/4 <u>Township 33 North, Range 109 West, 6th PM</u> Section 19: Lots 1-4, E/2W/2 Section 27: SW/4, SW/4NW/4, SW/4SE/4 Section 30: All Section 31: All Section 34: E/2E/2 Section 35: SW/4, SW/4NW/4
WY-1135	USA WYVW-018039	Morris Kline	10/1/52	<u>Township 30 North, Range 108 West, 6th PM</u> Section 3: SW/4SE/4 Section 14: SW/4SE/4, NW/4NW/4 Section 17: SE/4SE/4 Section 18: NE/4NE/4 Section 22: NE/4SW/4 Section 23: SW/4NE/4 <u>Township 31 North, Range 108 West, 6th PM</u> Section 33: NW/4NE/4, SW/4SE/4

734

Ultra Lease No.	Lessor Name	Lessee Name	Lease Date	Legal Description:
WV-1136	USA WYVW-026025	Griselda M. Bennett	4/1/50	<u>Township 31 North, Range 109 West, 6th PM</u> Section 14: S/2NW/4, SW/4 Section 15: Lots 7, 8, E/2SW/4, SE/4 Section 22: E/2, NW/4 Section 23: All Section 24: W/2SW/4 Section 26: All Section 27: E/2NE/4 Section 35: N/2NE/4
WV-1137	USA WYVW-026026	Elizabeth Rawson	4/1/50	<u>Township 31 North, Range 109 West, 6th PM</u> Section 11: Lot 1 Section 12: Lots 5 & 9 (More fully described in lease) Section 15: Lots 7 & 8 in River Bed
WV-1138	USA WYVW-08589	Jean Harmon	10/1/51	<u>Township 32 North, Range 109 West, 6th PM</u> Section 5: Lots 2-4, S/2 Section 6: Lots 1-10, SE/4 Section 7: E/2 Section 8: All Section 17: All
WV-1139	USA WYVW-08592	Gwen Keif	11/1/51	<u>Township 33 North, Range 109 West, 6th PM</u> Section 21: S/2S/2 Section 28: All Section 29: All Section 32: E/2 Section 33: All Section 34: W/2W/2
WV-1140	USA WYVW-08593	Gwen Keif	10/1/51	<u>Township 33 North, Range 109 West, 6th PM</u> Section 17: S/2NE/4, W/2, SE/4 Section 18: Lots 1-4, E/2W/2, E/2 Section 19: E/2 Section 20: All Section 21: W/2NE/4, NW/4, N/2S/2
WV-1145	USA WYVW-135124	Mendian Ott	2/1/95	<u>Township 32 North, Range 109 West, 6th PM</u> Section 21: SE/4 Section 22: S/2 Section 23: All Section 24: W/2NW/4, SE/4NW/4, S/2

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST 316805

STATE OF WYOMING)
COUNTY OF SUBLETTE)



KNOW ALL MEN BY THESE PRESENTS:

THAT **DOUGLAS CAMERON MCLEOD**, 518 17th Street, Suite 1455, Denver, CO 80202, hereinafter called "Assignor", for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, does hereby grant, bargain, sell, transfer, assign and convey unto **PETROGULF CORPORATION**, 518 17th Street, Suite 1455, Denver, Colorado 80202, hereinafter called "Assignee", an undivided One-Half of One Percent (0.50%) overriding royalty interest in and to the oil and/or gas produced, saved and sold from the land covered by the Oil and Gas Leases (the "Leases") situated in Sublette County, Wyoming and more particularly described as follows:

LESSOR: State of Wyoming Lease No. 96-00497
LESSEE: Douglas Cameron McLeod
LEASE DATE: December 2, 1996
RECORDED: Book 131 O&G, Page 629
LEGAL DESCRIPTION: Township 31 North, Range 109 West, 6th P.M.
Section 36: All
containing 640 acres, more or less


LESSOR: State of Wyoming Lease No. 96-00498
LESSEE: Douglas Cameron McLeod
LEASE DATE: December 2, 1996
RECORDED: Book 131 O&G, Page 631
LEGAL DESCRIPTION: Township 32 North, Range 109 West, 6th P.M.
Section 36: All
containing 640 acres, more or less

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, subject to the terms, provisions and conditions reflected hereinabove. The terms of this Assignment of Overriding Royalty Interest shall inure to the benefit of and be binding upon Assignor and Assignee, their heirs, successors and assigns. This Assignment of Overriding Royalty Interest is made without warranty of title, either express or implied.

There is hereby excepted from this Assignment of Overriding Royalty Interest, the wellbores and production therefrom of the following wells situated on the above described Leases:

Well Name	Location
Petrogulf State #1 Well	SW/4NE/4 Section 36-T31N-R109W
Paradise Ditch #1 Well	SW/4SW/4 Section 36-T32N-R109W
Lovatt Draw State #36-12-32-109	NW/4SW/4 Section 36-T32N-R109W
Lovatt Draw State #36-05-32-109	SW/4NW/4 Section 36-T32N-R109W
Lovatt Draw State #36-04	NW/4NW/4 Section 36-T32N-R109W
Lovatt Draw State #36-14-32-109	SE/4SW/4 Section 36-T32N-R109W

IN WITNESS WHEREOF the undersigned has caused this Instrument to be executed this 30th day of January, 2006, but to be effective as of April 1, 2004.


Douglas Cameron McLeod


STATE OF COLORADO)
COUNTY OF DENVER) ss.

The foregoing instrument was acknowledged before me this 30th day of January, 2006 by Douglas Cameron McLeod.

WITNESS my hand and official seal.

My Commission Expires May 6, 2007




Notary Public

My Commission Expires 5/6/2007

316813

736

RECORDED Feb. 4 2006 9:15 A.M.IN BOOK 131 0 + M PAGE 736FEES \$ 20.00 COUNTY CLERK

SUBLETTE COUNTY, PINEDALE, WYOMING

ASSIGNMENT OF OVERRIDING ROYALTY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Jane Ann Dubitzky520 South 5th AvenueBozeman, Montana, 59715hereinafter 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: The Jane Ann Dubitzky RevocableTrust, Dated December 17, 2004, Jane Ann Dubitzky, Trustee, 520 South
5th Avenue, Bozeman, Montana, 59715hereinafter collectively called ASSIGNEE, his/its heirs and assigns, all 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 " A ", attached to and made a part hereof.

A. The overriding royalty interest herein transferred is payable out of and only out of the oil and gas produced, saved and marketed, pursuant to the terms and provisions of the above described oil and gas lease(s).

B. This assignment of overriding royalty is made without warranty of title, either express or implied.

C. The overriding royalty interest herein transferred is proportionately reduced to the record title interest owned by ASSIGNOR.

IN WITNESS WHEREOF, Assignor has executed and delivered this assignment of overriding royalty interest as of this 23rd day of January, 2006.Jane Ann Dubitzky
Jane Ann DubitzkySTATE OF Montana ss
COUNTY OF FlatheadThe foregoing instrument was acknowledged before me this 23 day of January, 2006, by Jane Ann Dubitzky.

Witness my hand and notarial seal.

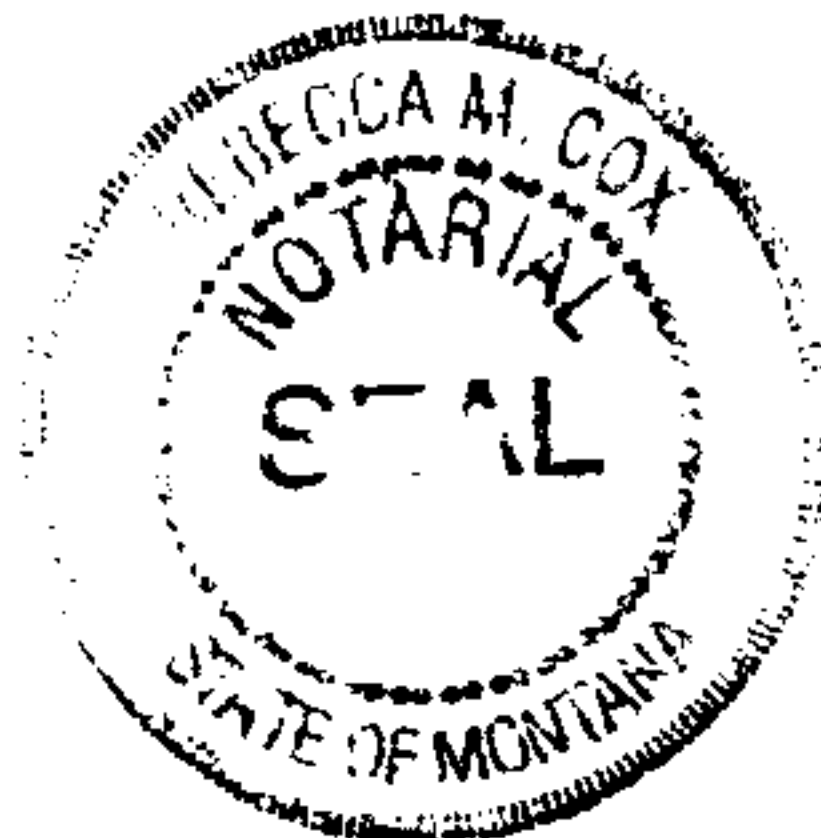
Rebecca M. Cox - Rebecca M Cox
Notary PublicMy Commission Expires: May 26, 2006

EXHIBIT "A"

ASSIGNMENT OF OVERRIDING ROYALTY

SUBLETTE COUNTY, WYOMING

T 30N, R108W

1. Lessor: USA WYW-06933
SECTION 5: All
SECTION 7: NE
2. Lessor: USA WYW-015314
SECTION 8: S/2
SECTION 9: S/2
SECTION 17: N/2
3. Lessor: USA WYW-016161
SECTION 12: ALL
SECTION 13: ALL
SECTION 14: NE/4, N/2SE, SESE, NENW, S/2NW
4. Lessor: USA WYW-143655
SECTION 1: Lot 1, SENE
5. Lessor: USA WYW-018039
SECTION 3: SWSE
SECTION 17: SESE
SECTION 18: NENE
6. Lessor: USA WYW-015316
SECTION 3: SW
SECTION 4: ALL
7. Lessor: USA WYW-016162
SECTION 1: Lots 2-4, SWNE, S/2, S/2NW
SECTION 2: ALL
SECTION 3: Lots 1-4, S/2N/2, N/2SE, SESE
8. Lessor: USA WYW-06283
SECTION 7: Lots 1,2, E/2NW
9. Lessor: USA WYW-144994
SECTION 8: N/2
10. Lessor: USA WYW-06934
SECTION 7: LOTS 3,4, E/2SW, SE
11. Lessor: USA WYW-118156
SECTION 17: SW, N/2SE, SWSE
SECTION 18: Lots 1-4, W/2NE, SENE, E/2W/2, SE
12. Lessor: USA WYW-015314
SECTION 14: SW/4
SECTION 15: ALL

738

Form 3000-3a
January 1996

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

05 DEC -1 11 8 00

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

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

Lease Serial No.

WYW-126786

Type or print plainly in ink and sign in ink.

PART A: TRANSFER
1. Transferee (Sublessee) EnCana Oil & Gas (USA) Inc.
Street 370 17th Street, Suite 1700
City, State, ZIP Code Denver, CO 80202

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

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

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

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

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form, such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 27 North, Range 108 West 6th PM WY Section 7: Lots 1,2,3,4, E/2, E/2W/2 Section 17: N/2 Section 18: E/2 Containing 1268.16 acres mol Sublette County, Wyoming	100.00%	80.00%	20.00%	6.25% proportionately reduced (5% of 8/8ths net)	NONE

316826

RECORDED Feb. 6 2006 1:30 PM
IN BOOK 1310+M PAGE 738
FEES \$ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING
by Cynthia J. Friel

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 land.

Transfer approved effective JAN 01 2005

/S/ Carmen E. Lovett

LAND LAW EXAMINER
(Title)

JAN 04 2006
(Date)

FOR ASSIGNOR

28784 000

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

STATE OF TEXAS §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me on this the 14th day of September, 2005, by E. RANDALL HUDSON III as MANAGING PARTNER of JAVELINA PARTNERS, a Texas PARTNERSHIP on behalf of said PARTNERSHIP.



Suzanne E. Box
Suzanne E. Box, Notary Public

My Commission Expires: May 20, 2006

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 14th day of September, 2005
Name of Transferor Javelina Partners
Please type or print
Transferor E. Randall Hudson III, Managing Partner
or [Signature]
Attorney-in-fact [Signature]
616 Texas Street
(Transferor's Address)
Fort Worth, TX 76102
(City) (state) (Zip Code)

Executed this 20th day of September, 2005
EnCana Oil & Gas (USA) Inc.
Transferee
or [Signature]
Attorney-in-fact [Signature]
Michael R Kennedy

BURDEN HOURS STATEMENT

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

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

BLM Form 1004-0034
(February 2002)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: October 31, 2004

RECORDED
JAN 19 2006
11:09:00

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

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

Lease Serial No.
WYW-163991
Lease Effective Date (Anniversary Date)
11-01-05
New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* EnCana Oil & Gas (USA) Inc.
Street Republic Plaza
City, State, ZIP Code 370 17th Street, Suite 1700
Denver, CO 80202

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

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

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

2. This assignment conveys the following interest: All of Grantor's Record Title Interest

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form. Such documents or agreements shall only be referenced herein. a	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	b	c	d	e	f
Township 27 North, Range 109 West, 6 th P.M. Section 8: NWNE, NWNW, SENW, NWSW, SESW, NWSE Containing 240.00 acres m/l Sublette County, Wyoming	100.0%	100.0%	0.0%	0.0%	none

316827

RECORDED Feb 6 2006 1:30 PM
IN BOOK 1310+1 PAGE 740
FEES \$ 11.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

by Cynthia J. Friel

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 JAN 01 2006

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

By JS/ Julie L. Weaver
(Authorized Officer)

LAND LAW EXAMINER
(Title)

JAN 19 2006

(Continued on page 2)

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

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

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

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

Executed this 12th day of December, 20 05
Name of Assignor as shown on current lease Bright Star Energy Services, Inc.
(Please type or print)
Assignor [Signature]
(Signature)
Steven W. Curtis, President
or Attorney-in-fact [Signature]
1580 Lincoln Street, Suite 635
(Assignor's Address)
Denver, CO 80203
(City) (State) (Zip Code)

Executed this 12th day of December, 20 05
Assignee Encana Oil & Gas (USA) Inc.
(Signature)
or Attorney-in-fact [Signature]
(Signature)
Michael R. Kennedy

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

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.

WYW-36438

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* THE RUSSELL PAUL ROSE GENERATION SKIPPING TRUST U/W/O JOHNNIE PAUL ROSE
Street 2122 Rice Avenue
City, State, ZIP Code Levelland, TX 79336

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

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

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

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

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 30 North, Range 114 West, 6th P.M. Section 33: S/2SW/4, SE/4NW/4SW/4, S/2NE/4SW/4 containing 110.00 acres, more or less Sublette County, Wyoming					
TRUE OIL, LLC (Transferor)	7.451281%	0.001427%	7.449854%	None	Those of Record
WILLIAMS PRODUCTION RMT COMPANY (Transferor)	29.353812%	0.002323%	29.351489%	None	Those of Record
Total Interest Conveyed 0.003750%					
Limited in depth from one hundred (100) feet below the base of the Baxter sand to one hundred (100) 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-114W, Sublette County, WY					
Subject to that certain Farmout Agreement dated December 12, 2001, by and between Wold Oil Properties, Inc. and True Oil Company (as amended to include Williams Production RMT Company, as Farmee and Operator).					

316829

RECORDED	Feb. 6	062:15P
IN BOOK	13104	PAGE 738
FEES	17.00	COUNTY CLERK
SUBLETTE COUNTY, WYOMING		

by Cyn Shia J. Friel

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

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

By _____
(Authorized Officer)

(Title)

(Date)

PART 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 (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.
but effective as of January 1, 2005

Executed this 28th day of Nov, 2005

Name of Transferor TRUE OIL, LLC
Please type or print

Transferor _____

Attorney-in-fact C. F. Pickard (Signature)

895 West River Cross Road
(Transferor's Address)

Casper, Wyoming 82601
(City) (State) (Zip Code)

Executed this 21st day of December, 2005

THE RUSSELL PAUL ROSE GENERATION
SKIPPING TRUST U/W/O JOHNNIE PAUL ROSE

Transferer David W. Ridley (Signature)

Transferer Karen R. Durrett (Signature)

Transferer Rusty P. Rose (Signature)

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.
but effective as of January 1, 2005

Executed this 2nd day of Nov, 2005

Name of Transferor WILLIAMS PRODUCTION RMT COMPANY
Please type or print

Transferor _____

Attorney-in-fact Joseph P. Barrett (Signature)

1500 Arapahoe Street, Tower 3, Suite 1000
(Transferor's Address)

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

Executed this 21st day of December, 2005

THE RUSSELL PAUL ROSE GENERATION
SKIPPING TRUST U/W/O JOHNNIE PAUL ROSE

Transferer David W. Ridley (Signature)

Transferer Karen R. Durrett (Signature)

Transferer Rusty P. Rose (Signature)

BURDEN HOURS STATEMENT

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

Attached to and made a part of that certain Transfer of Operating Rights effective January 1, 2005, from True Oil LLC and Williams Production RMT Company, Transferors, to The Karen Rose Durrett Generation Skipping Trust U/W/O Judith Lynn Rose, Transferee.

ACKNOWLEDGMENTS

STATE OF TEXAS)
COUNTY OF Lubbock)SS

On this 21st day of December 2005, before me personally appeared David W. Ridley, as Trustee, known to me and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires:
5-12-2006

Sandra S. King
Notary Public



Sandra S. King
NOTARY PUBLIC
State of Texas
Comm. Exp 05-12

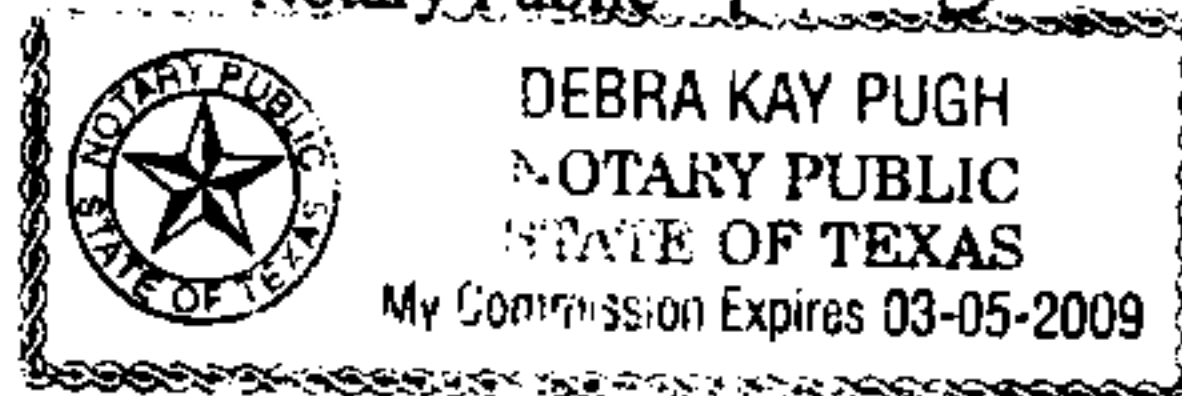
STATE OF TEXAS)
COUNTY OF)SS

On this 13th day of January 2006, before me personally appeared Karen R Durrett, as Trustee, known to me and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires:
3-5-09

Debra Kay Pugh
Notary Public



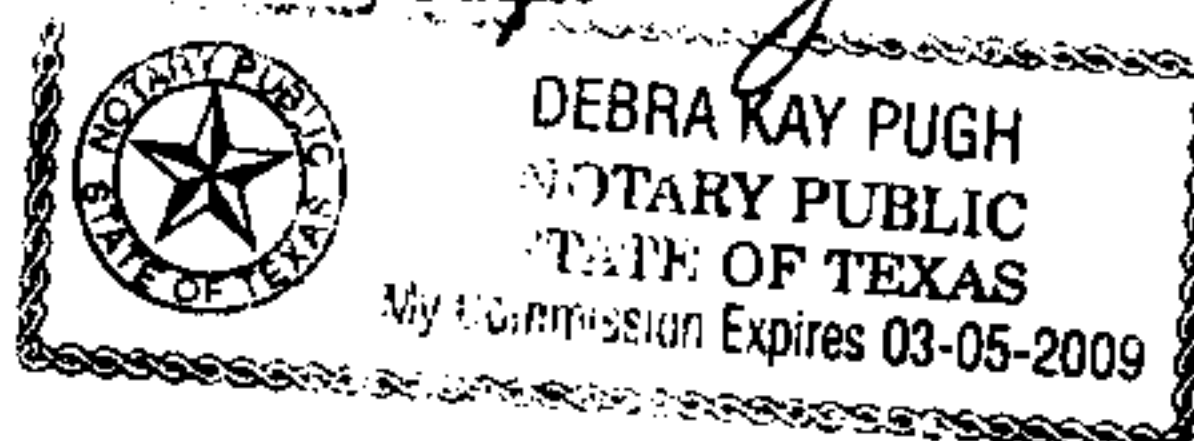
STATE OF TEXAS)
COUNTY OF)SS

On this 13th day of January 2006, before me personally appeared Rusty P. Rose, as Trustee, known to me and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires:
3-5-09

Debra Kay Pugh
Notary Public



Attached to and made a part of that certain Transfer of Operating Rights effective January 1, 2005, from True Oil LLC and Williams Production RMT Company, Transferors, to The Russell Paul Rose Generation Skipping Trust U/W/O Johnie Paul Rose, Transferee.

ACKNOWLEDGMENTS

STATE OF COLORADO)
) SS
COUNTY OF)

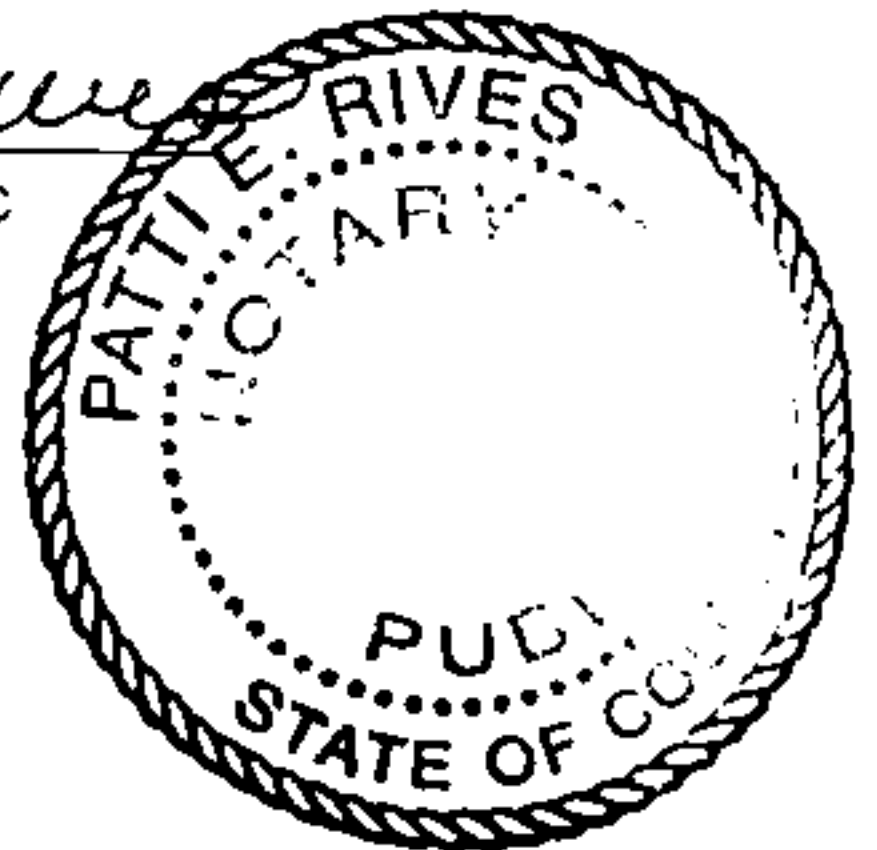
The foregoing instrument was acknowledged before me this 2nd day of Nov, 2005, by Joseph P. Barrett, Attorney-in-Fact of Williams Production RMT Company, on behalf of said corporation.

Witness my hand and official seal.

My commission expires:

5/21/07

Patricia E. Rives
Notary Public

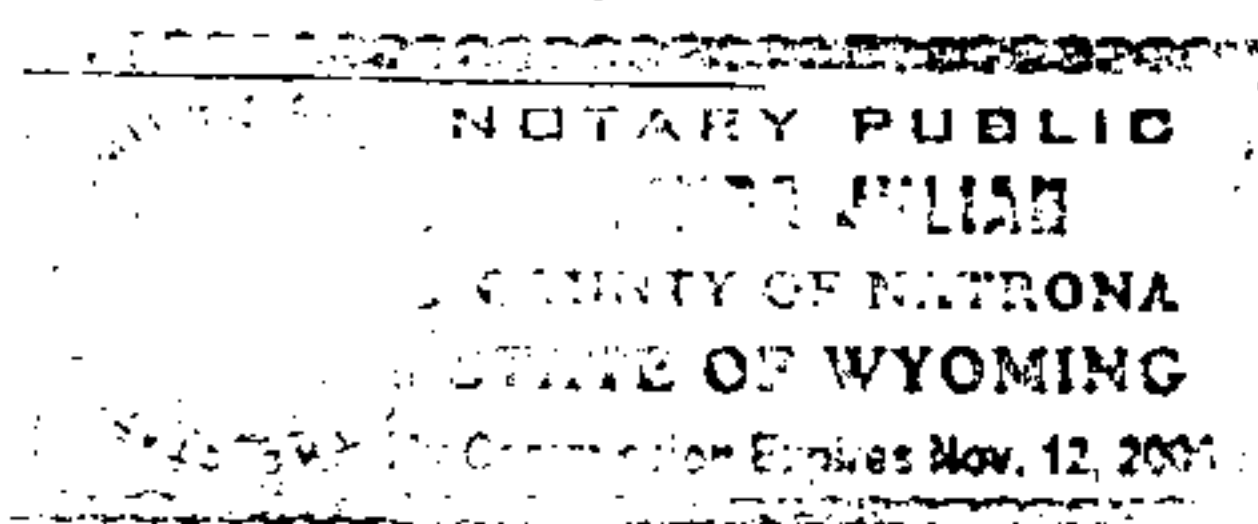


STATE OF WYOMING)
) SS
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 28th day of Nov, 2005, by C. T. 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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.

WYW-38887

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* *THE KAREN ROSE DURRETT GENERATION SKIPPING TRUST U/W/O JOHNIE PAUL ROSE*
Street *2122 Rice Avenue*
City, State, ZIP Code *Levelland, TX 79336*

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

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

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

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

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
Township 29 North, Range 114 West, 6th P.M. Section 4: Lot 4 (NW/4NW/4) containing 21.05 acres, more or less Sublette County, Wyoming					
TRUE OIL, LLC (Transferor)	15.809133%	0.000713%	15.808420%	None	Those of Record
WILLIAMS PRODUCTION RMT COMPANY (Transferor)	61.489180%	0.001162%	61.488018%	None	Those of Record
	Total Interest Conveyed 0.001875%				
Limited in depth from one hundred (100) feet below the base of the Baxter sand to one hundred (100) 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-114W, Sublette County, WY					
Subject to that certain Farmout Agreement dated December 12, 2001, by and between Wold Oil Properties, Inc. and True Oil Company (as amended to include Williams Production RMT Company, as Farmee and Operator).					

316830

RECORDED	Feb. 6 2006 2:15P
IN BOOK	131 0+1 PAGE 742
FEES \$	17.00
SUBLETTE COUNTY	SUBLETTE, WYOMING

by *Cynthia J. Finel*

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

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

By _____
(Authorized Officer)

(Title)

(Date)

PART 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 (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.
but effective as of January 1, 2005

Executed this 28th day of Nov, 2005

Name of Transferor TRUE OIL, LLC
Please type or print

Transferor _____

Attorney-in-fact C. F. Pickard (Signature)
895 West River Cross Road
(Transferor's Address)

Casper, Wyoming 82601
(City) (State) (Zip Code)

Executed this 21st day of December, 2005

THE KAREN ROSE DURRETT GENERATION
SKIPPING TRUST U/W/O JOHNNIE PAUL ROSE

Transferer David W. Ridley
David W. Ridley (Signature)

Transferer Karen R. Durrett
Karen R. Durrett, Trustee (Signature)

Transferer Rusty P. Rose
Rusty P. Rose, Trustee (Signature)

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.
but effective as of January 1, 2005

Executed this 2nd day of Nov, 2005

Name of Transferor WILLIAMS PRODUCTION RMT COMPANY
Please type or print

Transferor _____

Attorney-in-fact Joseph P. Barrett (Signature)
1500 Arapahoe Street, Tower 3, Suite 1000
(Transferor's Address)

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

Executed this 21st day of December, 2005

THE KAREN ROSE DURRETT GENERATION
SKIPPING TRUST U/W/O JOHNNIE PAUL ROSE

Transferer David W. Ridley
David W. Ridley (Signature)

Transferer Karen R. Durrett
Karen R. Durrett, Trustee (Signature)

Transferer Rusty P. Rose
Rusty P. Rose, Trustee (Signature)

BURDEN HOURS STATEMENT

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

Attached to and made a part of that certain Transfer of Operating Rights effective January 1, 2005, from True Oil LLC and Williams Production RMT Company, Transferors, to The Karen Rose Durrett Generation Skipping Trust U/W/O Judith Lynn Rose, Transferee.

ACKNOWLEDGMENTS

STATE OF TEXAS)
COUNTY OF Lubbock)SS

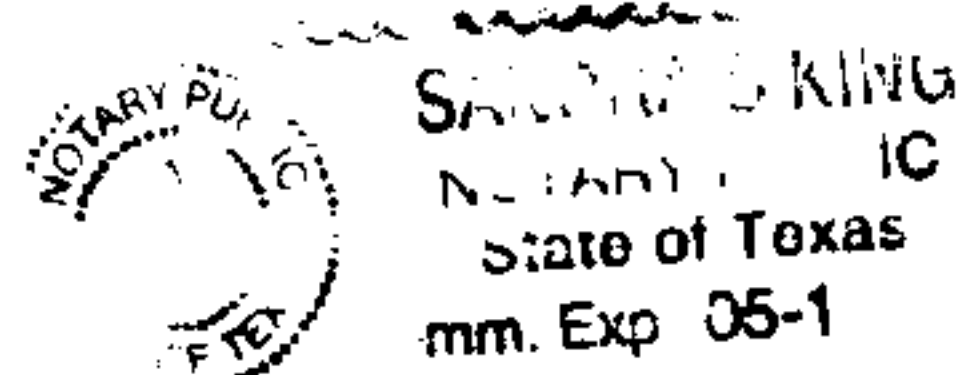
On this 21st day of December 2005, before me personally appeared David W. Ridley, as Trustee, known to me and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires:
5-12-2006

Sandra S. King
Notary Public

STATE OF TEXAS)
COUNTY OF Hockley)SS



On this 13th day of January 2006, before me personally appeared Karen R Durrett, as Trustee, known to me and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires:
3-5-09

Sandra S. King
Notary Public

STATE OF TEXAS)
COUNTY OF Hockley)SS

On this 13th day of January 2006, before me personally appeared Rusty P. Rose, as Trustee, known to me and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires:
3-5-09

Sandra S. King
Notary Public

Attached to and made a part of that certain Transfer of Operating Rights effective January 1, 2005, from True Oil LLC and Williams Production RMT Company, Transferors, to The Karen Rose Durrett Generation Skipping Trust U/W/O Johnie Paul Rose, Transferee.

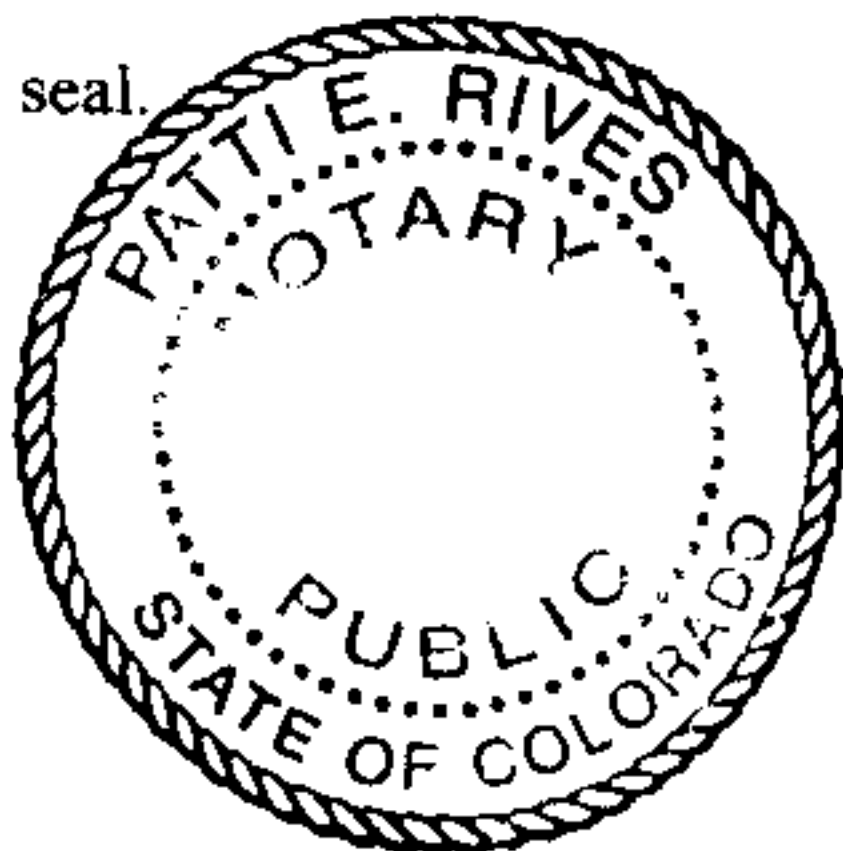
ACKNOWLEDGMENTS

STATE OF COLORADO)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 2nd day of Nov., 2005, by Joseph P. Barrett, Attorney-in-Fact of Williams Production RMT Company, on behalf of said corporation.

Witness my hand and official seal.

My commission expires:
5/21/07



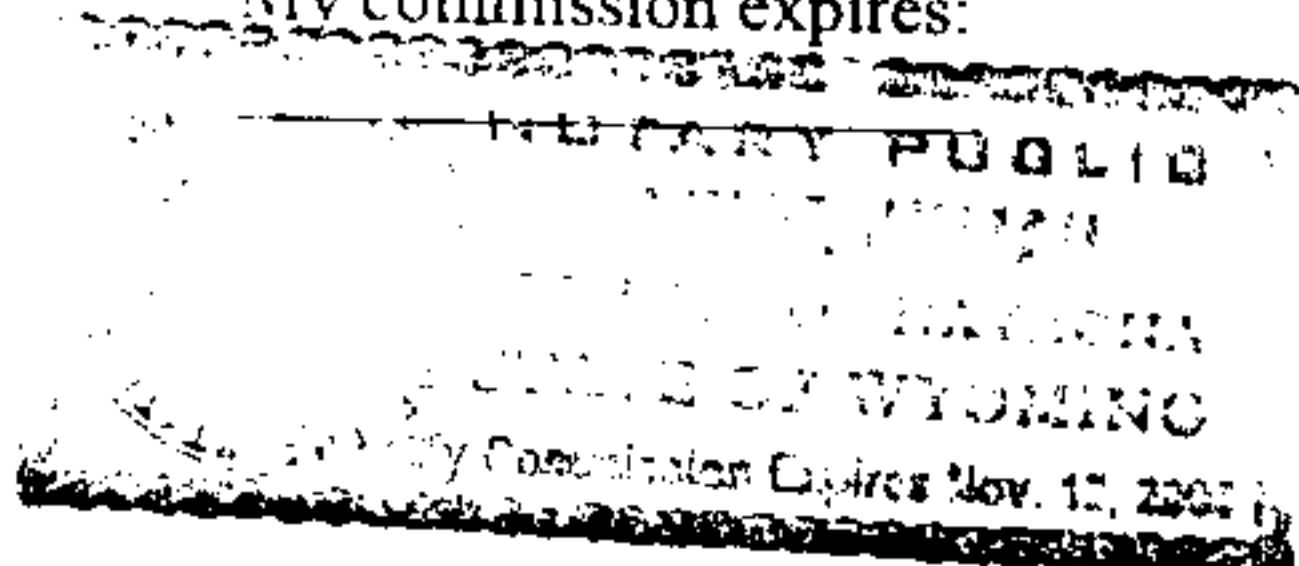
Patti E. Rives
Notary Public

STATE OF WYOMING)
) SS
COUNTY OF Natrona

The foregoing instrument was acknowledged before me this 28th day of Nov, 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 J. Pickard
Notary Public

746
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.

WYW-36438

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* *THE RUSSELL PAUL ROSE GENERATION SKIPPING TRUST U/W/O JUDITH LYNN ROSE*
Street *2122 Rice Avenue*
City, State, ZIP Code *Levelland, TX 79336*

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

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

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

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

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	a	b	c	d	e
<u>Township 30 North, Range 114 West, 6th P.M.</u> Section 33: S/2SW/4, SE/4NW/4SW/4, S/2NE/4SW/4 containing 110.00 acres, more or less Sublette County, Wyoming					
TRUE OIL, LLC (Transferor)	7.449854%	0.001427%	7.448429%	None	Those of Record
WILLIAMS PRODUCTION RMT COMPANY (Transferor)	29.351489%	0.002323%	29.349166%	None	Those of Record
	Total Interest Conveyed 0.003750%				
Limited in depth from one hundred (100) feet below the base of the Baxter sand to one hundred (100) 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-114W, Sublette County, WY					
Subject to that certain Farmout Agreement dated December 12, 2001, by and between Wold Oil Properties, Inc. and True Oil Company (as amended to include Williams Production RMT Company, as Farnsee and Operator).					

316831

RECORDED

IN BOOK

FEES \$

SUBLETTE COUNTY

Feb. 16

131045

17.00

COUNTY CLERK

PAGE 746

FILE, WYOMING

by Cynthia J. Frie

316831

RECORDED	Feb. 16	06:21:58
IN BOOK	131045	PAGE 746
FEES	17.00	COUNTY CLERK
SUBLETTE COUNTY	WYOMING	

by Cynthia J. Friel

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

by _____
(Authorized Officer)

(Title)

(Date)

PART 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(c) of the Mineral Leasing Act; and (f) transferee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

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

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.
but effective as of January 1, 2005

Executed this 28th day of Nov, 2005

Name of Transferor TRUE OIL, LLC
Please type or print

Transferor _____

Attorney-in-fact C. F. Pickard (Signature)

895 West River Cross Road
(Transferor's Address)

Casper, Wyoming 82601
(City) (State) (Zip Code)

Executed this 21st day of December, 2005

THE RUSSELL PAUL ROSE GENERATION
SKIPPING TRUST U/W/O JUDITH LYNN ROSE

Transferer David W. Ridley (Signature)

Transferer Karen R. Durrett (Signature)

Transferer Rusty P. Rose (Signature)

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.
but effective as of January 1, 2005

Executed this 2nd day of Nov, 2005

Name of Transferor WILLIAMS PRODUCTION RMT COMPANY
Please type or print

Transferor _____

Attorney-in-fact Joseph P. Barrett (Signature)

1500 Arapahoe Street, Tower 3, Suite 1000
(Transferor's Address)

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

Executed this 21st day of December, 2005

THE RUSSELL PAUL ROSE GENERATION
SKIPPING TRUST U/W/O JUDITH LYNN ROSE

Transferer David W. Ridley (Signature)

Transferer Karen R. Durrett (Signature)

Transferer Rusty P. Rose (Signature)

BURDEN HOURS STATEMENT

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

Attached to and made a part of that certain Transfer of Operating Rights effective January 1, 2005, from True Oil LLC and Williams Production RMT Company, Transferors, to The Karen Rose Durrett Generation Skipping Trust U/W/O Judith Lynn Rose, Transferee.

ACKNOWLEDGMENTS

STATE OF TEXAS)
COUNTY OF Lubbock)SS

On this 21st day of December 2005, before me personally appeared David W. Ridley, as Trustee, known to me and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires:
5-12-2006

Sandra S. King
Notary Public



SANDRA S. KING
NOTARY PUBLIC
State of Texas
mm. Exp 05-1

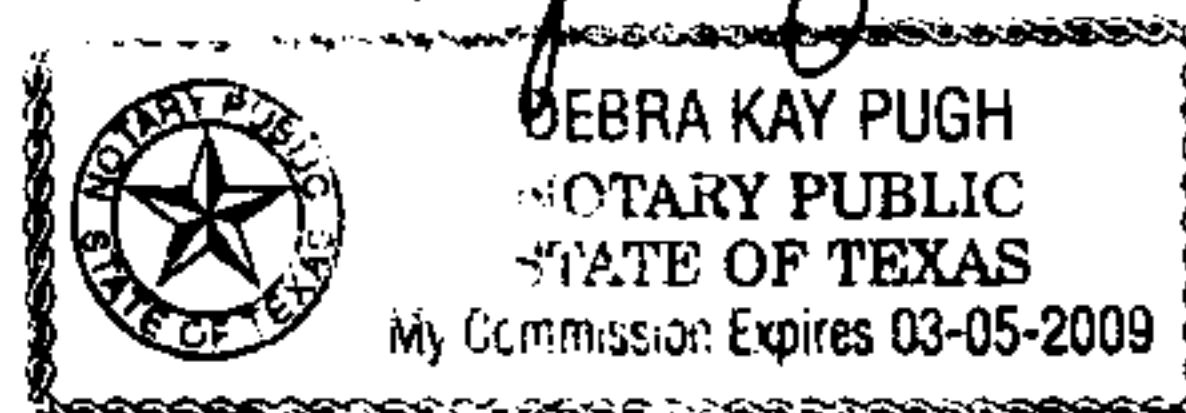
STATE OF TEXAS)
COUNTY OF Hockley)SS

On this 13th day of January 2006, before me personally appeared Karen R Durrett, as Trustee, known to me and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires:
3-5-09

Debra Kay Pugh
Notary Public



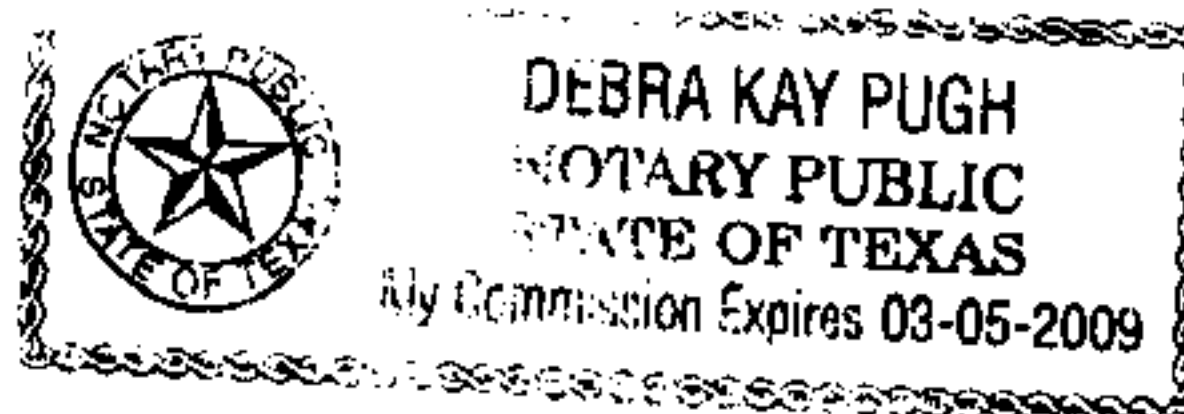
STATE OF TEXAS)
COUNTY OF Hockley)SS

On this 13th day of January 2006, before me personally appeared Rusty P. Rose, as Trustee, known to me and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires:
3-5-09

Debra Kay Pugh
Notary Public



Attached to and made a part of that certain Transfer of Operating Rights effective January 1, 2005, from True Oil LLC and Williams Production RMT Company, Transferors, to The Russell Paul Rose Generation Skipping Trust U/W/O Judith Lynn Rose, Transferee.

ACKNOWLEDGMENTS

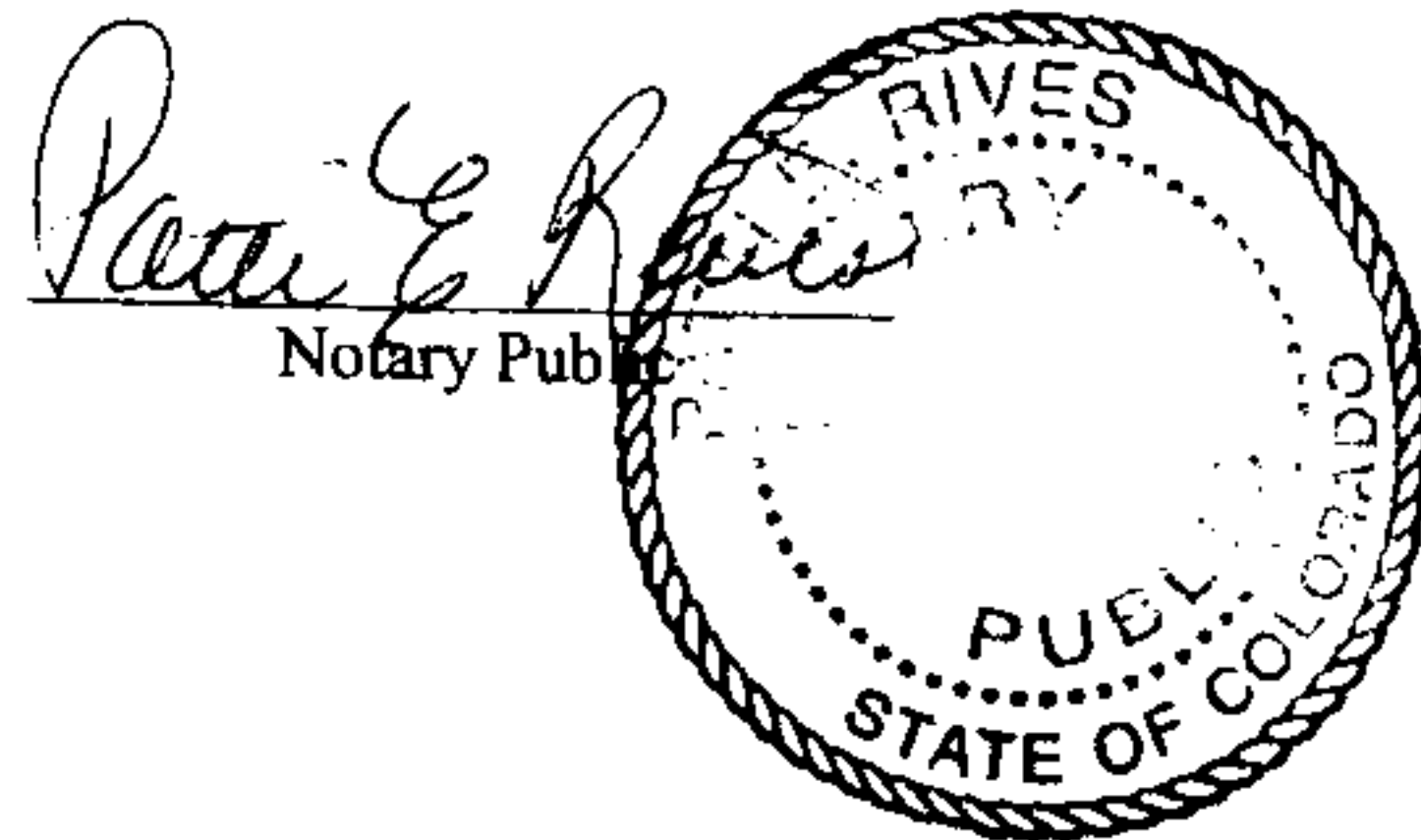
STATE OF COLORADO)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 2nd day of Nov., 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

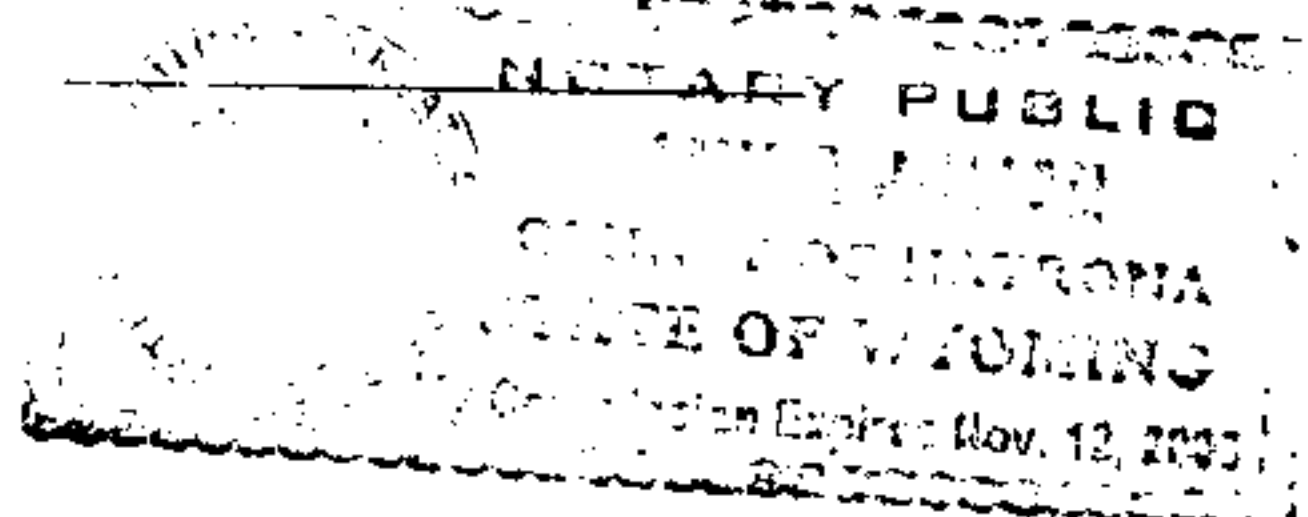


STATE OF WYOMING)
) SS
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 28th day of Nov, 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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.

WYW-38887

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* THE RUSSELL PAUL ROSE GENERATION SKIPPING TRUST U/W/O JUDITH LYNN ROSE
Street 2122 Rice Avenue
City, State, ZIP Code Levelland, TX 79336

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

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

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

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

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. a	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned b	Conveyed c	Retained d	Reserved e	Previously reserved or conveyed f
Township 29 North, Range 114 West, 6th P.M. Section 4: Lot 4 (NW/4NW/4) containing 21.05 acres, more or less Sublette County, Wyoming					
TRUE OIL, LLC (Transferor)	15.806994%	0.000713%	15.806281%	None	Those of Record
WILLIAMS PRODUCTION RMT COMPANY (Transferor)	61.485694%	0.001162%	61.484532%	None	Those of Record
	Total Interest Conveyed 0.001875%				
Limited in depth from one hundred (100) feet below the base of the Baxter sand to one hundred (100) 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-114W, Sublette County, WY					
Subject to that certain Farmout Agreement dated December 12, 2001, by and between Wold Oil Properties, Inc. and True Oil Company (as amended to include Williams Production RMT Company, as Farmee and Operator).					

316832

FILED Feb. 6 06 2:15P.
IN BOOK 1310-15 PAGE 750
FEES \$ 17.00 COUNTY CLERK
SUBLETTE COUNTY WYOMING

by Cynthia J. Friel

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

By _____
(Authorized Officer)

(Title)

(Date)

PART 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 (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.
but effective as of January 1, 2005

Executed this 29th day of Nov, 2005

Name of Transferor TRUE OIL, LLC
Please type or print

Transferor

Attorney-in-fact [Signature] C. F. Pickard (Signature)

895 West River Cross Road
(Transferor's Address)

Casper, Wyoming 82601
(City) (State) (Zip Code)

Executed this 21st day of December, 2015

THE RUSSELL PAUL ROSE GENERATION
SKIPPING TRUST U/W/O JUDITH LYNN ROSE

Transferer [Signature] David W. Ridley (Signature)

Transferer [Signature] Karen R. Durrett, Trustee (Signature)

Transferer [Signature] Rusty P. Rose, Trustee (Signature)

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.
but effective as of January 1, 2005

Executed this 2nd day of Nov, 2005

Name of Transferor WILLIAMS PRODUCTION RMT COMPANY
Please type or print

Transferor

Attorney-in-fact [Signature] Joseph P. Barrett (Signature)

1500 Arapahoe Street, Tower 3, Suite 1000
(Transferor's Address)

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

Executed this 21st day of December, 2015

THE RUSSELL PAUL ROSE GENERATION
SKIPPING TRUST U/W/O JUDITH LYNN ROSE

Transferer [Signature] David W. Ridley (Signature)

Transferer [Signature] Karen R. Durrett, Trustee (Signature)

Transferer [Signature] Rusty P. Rose, Trustee (Signature)

BURDEN HOURS STATEMENT

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Attached to and made a part of that certain Transfer of Operating Rights effective January 1, 2005, from True Oil LLC and Williams Production RMT Company, Transferors, to The Karen Rose Durrett Generation Skipping Trust U/W/O Judith Lynn Rose, Transferee.

ACKNOWLEDGMENTS

STATE OF TEXAS)
COUNTY OF Subbock)SS

On this 21st day of December 2005, before me personally appeared David W. Ridley, as Trustee, known to me and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires:

5-12-2006

Sandra S. King
Notary Public



SANDRA S KING
NOTARY PUBLIC
State of Texas
Comm. Exp 05-12

STATE OF TEXAS)
COUNTY OF Hockley)SS

On this 13th day of January 2006 before me personally appeared Karen R Durrett, as Trustee, known to me and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires:

3-5-09

Debra Kay Pugh
Notary Public



DEBRA KAY PUGH
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 03-05-2009

STATE OF TEXAS)
COUNTY OF Hockley)SS

On this 13th day of January 2006 before me personally appeared Rusty P. Rose, as Trustee, known to me and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires:

3-5-09

Debra Kay Pugh
Notary Public



DEBRA KAY PUGH
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 03-05-2009

Attached to and made a part of that certain Transfer of Operating Rights effective January 1, 2005, from True Oil LLC and Williams Production RMT Company, Transferors, to The Russell Paul Rose Generation Skipping Trust U/W/O Judith Lynn Rose, Transferee.

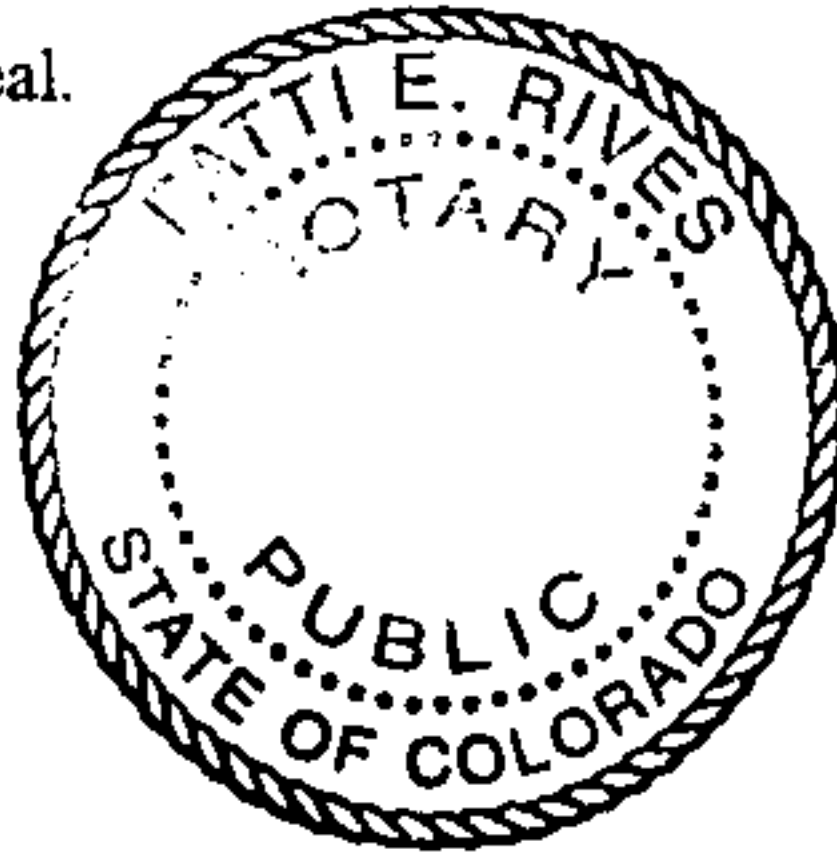
ACKNOWLEDGMENTS

STATE OF COLORADO)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 2nd day of Nov., 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



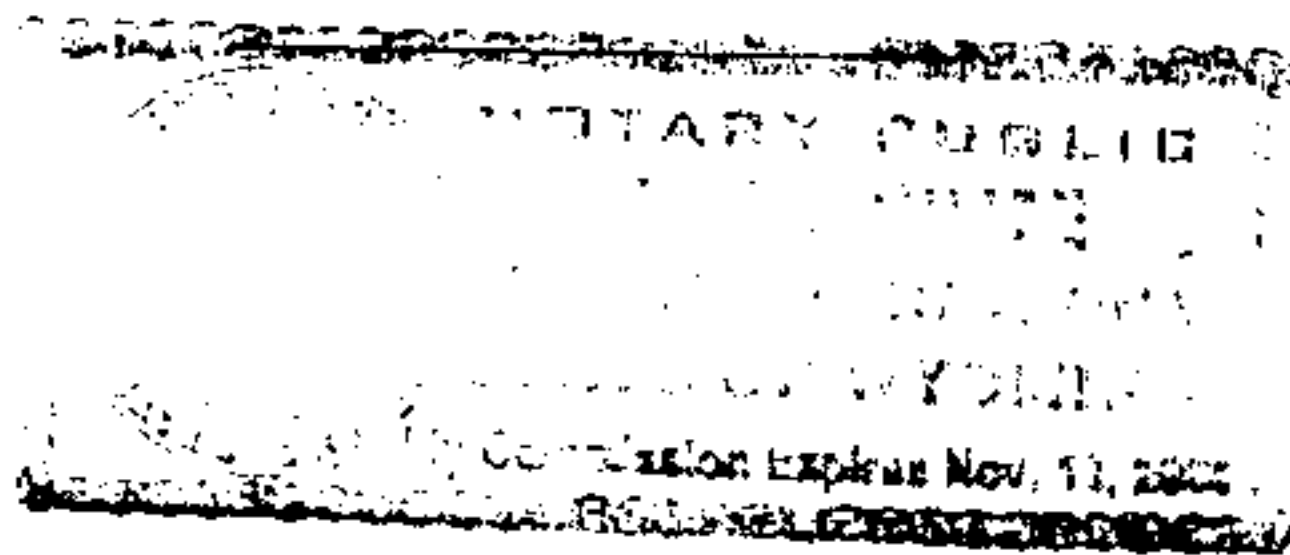
Katie E. Rives
Notary Public

STATE OF WYOMING)
) SS
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 28th day of Nov, 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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.

WYW-38887

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* THE KAREN ROSE DURRETT GENERATION SKIPPING TRUST U/W/O JUDITH LYNN ROSE
Street 2122 Rice Avenue
City, State, ZIP Code Levelland, TX 79336

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

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

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

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

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	a	b	c	d	e
<u>Township 29 North, Range 114 West, 6th P.M.</u> Section 4: Lot 4 (NW/4NW/4) containing 21.05 acres, more or less Sublette County, Wyoming					
TRUE OIL, LLC (Transferor)	15.808420%	0.000713%	15.807707%	None	Those of Record
WILLIAMS PRODUCTION RMT COMPANY (Transferor)	61.488018%	0.001162%	61.486856%	None	Those of Record
	Total Interest Conveyed 0.001875%				
Limited in depth from one hundred (100) feet below the base of the Baxter sand to one hundred (100) 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-114W, Sublette County, WY					
Subject to that certain Farmout Agreement dated December 12, 2001, by and between Wold Oil Properties, Inc. and True Oil Company (as amended to include Williams Production RMT Company, as Farmee and Operator).					

316833

RECORDED Feb. 6, 2006 2:52 PM
IN BOOK 131 0-4 PAGE 754
FEES \$ 17.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING

by Cynthia J. Frie

316833

RECORDED Feb. 6, 2002
IN BOOK 131 PAGE 754
FEES \$ 17.00 COUNTY CLERK
SUBLETTE COUNTY WYOMING

by Cynthia J. Friel

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

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

by _____
(Authorized Officer)

(Title)

(Date)

PART 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 (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.
but effective as of January 1, 2005

Executed this 28th day of Nov, 2005

Name of Transferor TRUE OIL, LLC
Please type or print

Transferor _____

Attorney-in-fact [Signature]
C. F. Pickard (Signature)

895 West River Cross Road
(Transferor's Address)

Casper, Wyoming 82601
(City) (State) (Zip Code)

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.
but effective as of January 1, 2005

Executed this 2nd day of Nov, 2005

Name of Transferor WILLIAMS PRODUCTION RMT COMPANY
Please type or print

Transferor _____

Attorney-in-fact [Signature]
Joseph P. Barrett (Signature)

1500 Arapahoe Street, Tower 3, Suite 1000
(Transferor's Address)

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

Executed this 21st day of December, 2005

THE KAREN ROSE DURRETT GENERATION
SKIPPING TRUST U/W/O JUDITH LYNN ROSE

Transferer [Signature]
David W. Ridley (Signature)

Transferer [Signature]
Karen R. Durrett, Trustee (Signature)

Transferer [Signature]
Rusty P. Rose, Trustee (Signature)

Executed this 21st day of December, 2005

THE KAREN ROSE DURRETT GENERATION
SKIPPING TRUST U/W/O JUDITH LYNN ROSE

Transferer [Signature]
David W. Ridley (Signature)

Transferer [Signature]
Karen R. Durrett, Trustee (Signature)

Transferer [Signature]
Rusty P. Rose, Trustee (Signature)

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ACKNOWLEDGMENTS

STATE OF TEXAS)
COUNTY OF Lubbock)SS

On this 21st day of December 2005, before me personally appeared David W. Ridley, as Trustee, known to me and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires:
5-12-2006

Sandra S. King
Notary Public



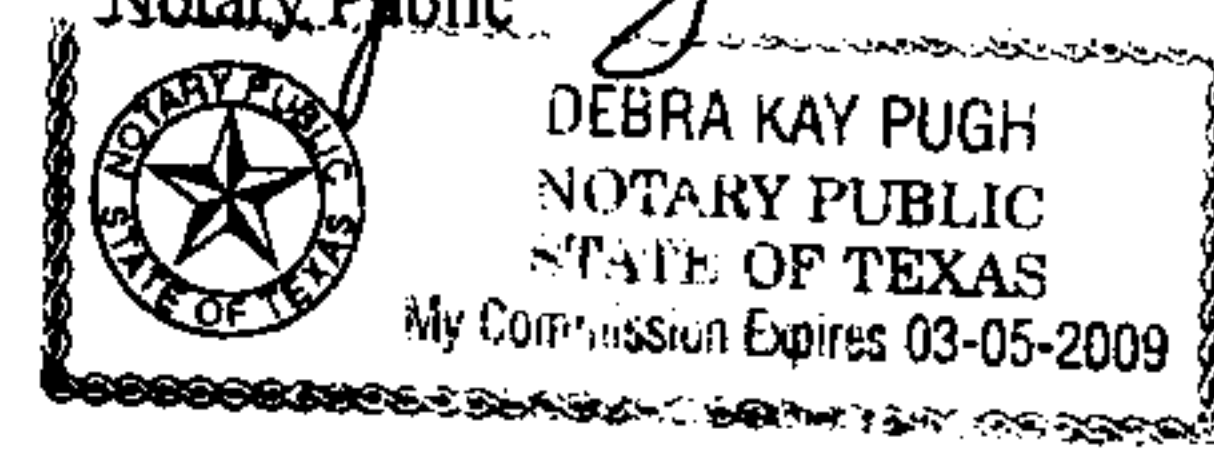
STATE OF TEXAS)
COUNTY OF Hockley)SS

On this 13th day of January 2006, before me personally appeared Karen R Durrett, as Trustee, known to me and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires:
3-5-09

Debra Kay Pugh
Notary Public



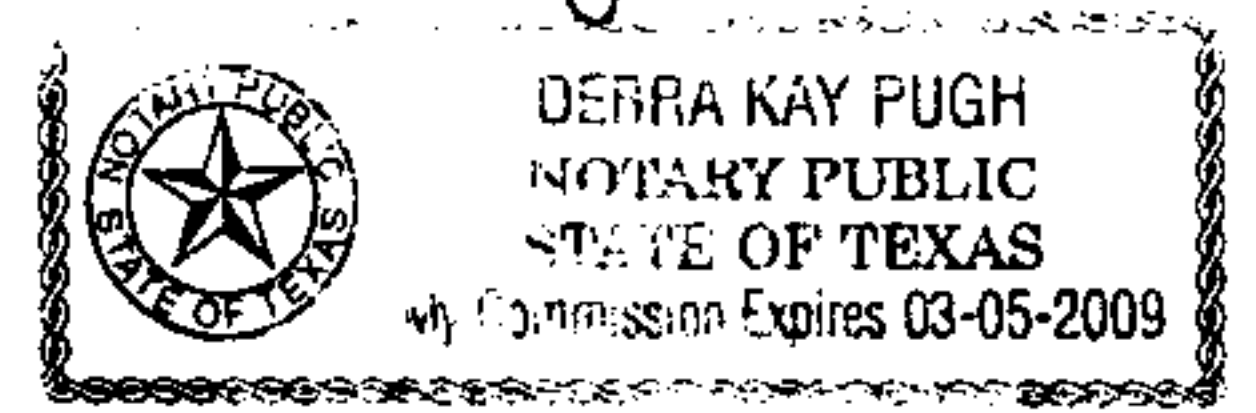
STATE OF TEXAS)
COUNTY OF Hockley)SS

On this 13th day of January 2006, before me personally appeared Rusty P. Rose, as Trustee, known to me and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires:
3-5-09

Debra Kay Pugh
Notary Public



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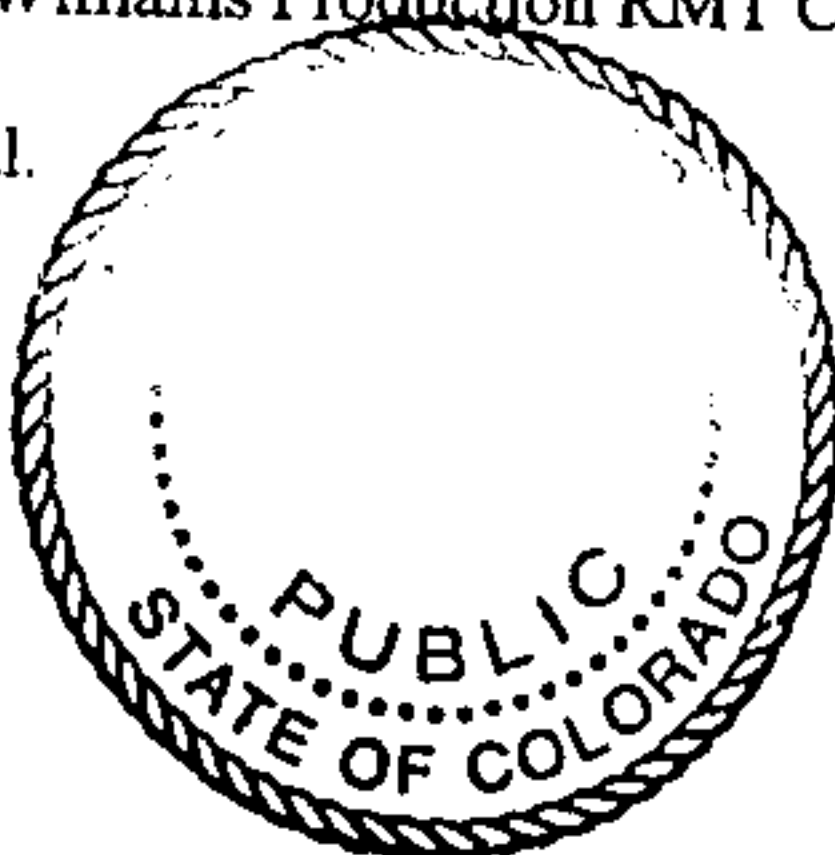
ACKNOWLEDGMENTS

STATE OF COLORADO)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 2nd day of Nov., 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



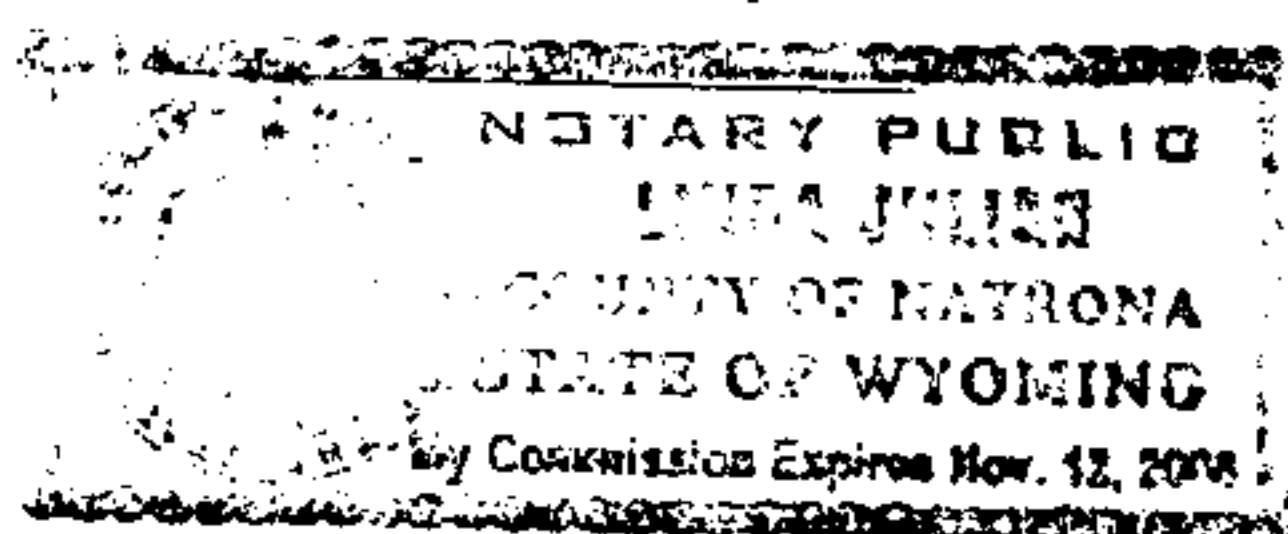
Patti E. Rues
Notary Public

STATE OF WYOMING)
) SS
COUNTY OF Natrona

The foregoing instrument was acknowledged before me this 28th day of Nov, 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

758
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.

WYW-36438

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* THE KAREN ROSE DURRETT GENERATION SKIPPING TRUST U/W/O JUDITH LYNN ROSE
Street 2122 Rice Avenue
City, State, ZIP Code Levelland, TX 79336

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

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	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	b	c	d	e	f
Township 30 North, Range 114 West, 6th P.M. Section 33: S/2SW/4, SE/4NW/4SW/4, S/2NE/4SW/4 containing 110.00 acres, more or less Sublette County, Wyoming					
TRUE OIL, LLC (Transferor)	7.452710%	0.001427%	7.451281%	None	Those of Record
WILLIAMS PRODUCTION RMT COMPANY (Transferor)	29.356135%	0.002323%	29.353812%	None	Those of Record
	Total Interest Conveyed 0.003750%				
Limited in depth from one hundred (100) feet below the base of the Baxter sand to one hundred (100) 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-114W, Sublette County, WY					
Subject to that certain Farmout Agreement dated December 12, 2001, by and between Wold Oil Properties, Inc. and True Oil Company (as amended to include Williams Production RMT Company, as Farnsee and Operator).					

316834

Feb. 6, 2002
IN BOOK 1310 + PAGE 758
FEES \$ 17.00 COUNTY CLERK
SUBLETTE COUNTY WYOMING
by Cyn Thia J. Friel

FOR BLM USE ONLY – DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

By _____
(Authorized Officer)

(Title)

(Date)

PART 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 (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.
but effective as of January 1, 2005

Executed this 28th day of Nov, 2005

Name of Transferor TRUE OIL, LLC
Please type or print

Transferor _____

Attorney-in-fact C. F. Pickard (Signature)

895 West River Cross Road
(Transferor's Address)

Casper, Wyoming 82601
(City) (State) (Zip Code)

Executed this 21st day of December, 2005

THE KAREN ROSE DURRETT GENERATION
SKIPPING TRUST U/W/O JUDITH LYNN ROSE

Transferer David W. Ridley
David W. Ridley (Signature)

Transferer Karen R. Durrett
Karen R. Durrett, Trustee (Signature)

Transferer Rusty P. Rose
Rusty P. Rose, Trustee (Signature)

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.
but effective as of January 1, 2005

Executed this 2nd day of Nov, 2005

Name of Transferor WILLIAMS PRODUCTION RMT COMPANY
Please type or print

Transferor _____

Attorney-in-fact Joseph P. Barrett (Signature)

1500 Arapahoe Street, Tower 3, Suite 1000
(Transferor's Address)

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

Executed this 21st day of December, 2005

THE KAREN ROSE DURRETT GENERATION
SKIPPING TRUST U/W/O JUDITH LYNN ROSE

Transferer David W. Ridley
David W. Ridley (Signature)

Transferer Karen R. Durrett
Karen R. Durrett, Trustee (Signature)

Transferer Rusty P. Rose
Rusty P. Rose, Trustee (Signature)

BURDEN HOURS STATEMENT

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

Attached to and made a part of that certain Transfer of Operating Rights effective January 1, 2005, from True Oil LLC and Williams Production RMT Company, Transferors, to The Karen Rose Durrett Generation Skipping Trust U/W/O Judith Lynn Rose, Transferee.

ACKNOWLEDGMENTS

STATE OF TEXAS)
COUNTY OF Subbock)SS

On this 21st day of December 2005, before me personally appeared David W. Ridley, as Trustee, known to me and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires:
5-12-2006

Sandra S. King
Notary Public

STATE OF TEXAS)
COUNTY OF Hockley)SS



SANDRA S KING
NOTARY PUBLIC
State of Texas
Comm. Exp 05-12-2006

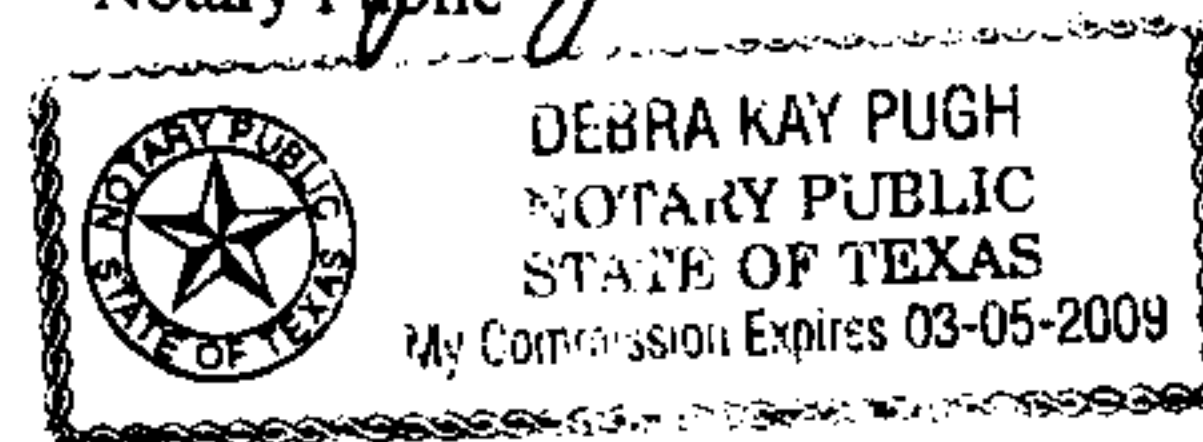
On this 13th day of January 2006, before me personally appeared Karen R Durrett, as Trustee, known to me and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires:
3-5-09

Debra Kay Pugh
Notary Public

STATE OF TEXAS)
COUNTY OF Hockley)SS



On this 13th day of January 2006, before me personally appeared Rusty P. Rose, as Trustee, known to me and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires:
3-5-09

Debra Kay Pugh
Notary Public



Attached to and made a part of that certain Transfer of Operating Rights effective January 1, 2005, from True Oil LLC and Williams Production RMT Company, Transferors, to The Karen Rose Durrett Generation Skipping Trust U/W/O Judith Lynn Rose, Transferee.

ACKNOWLEDGMENTS

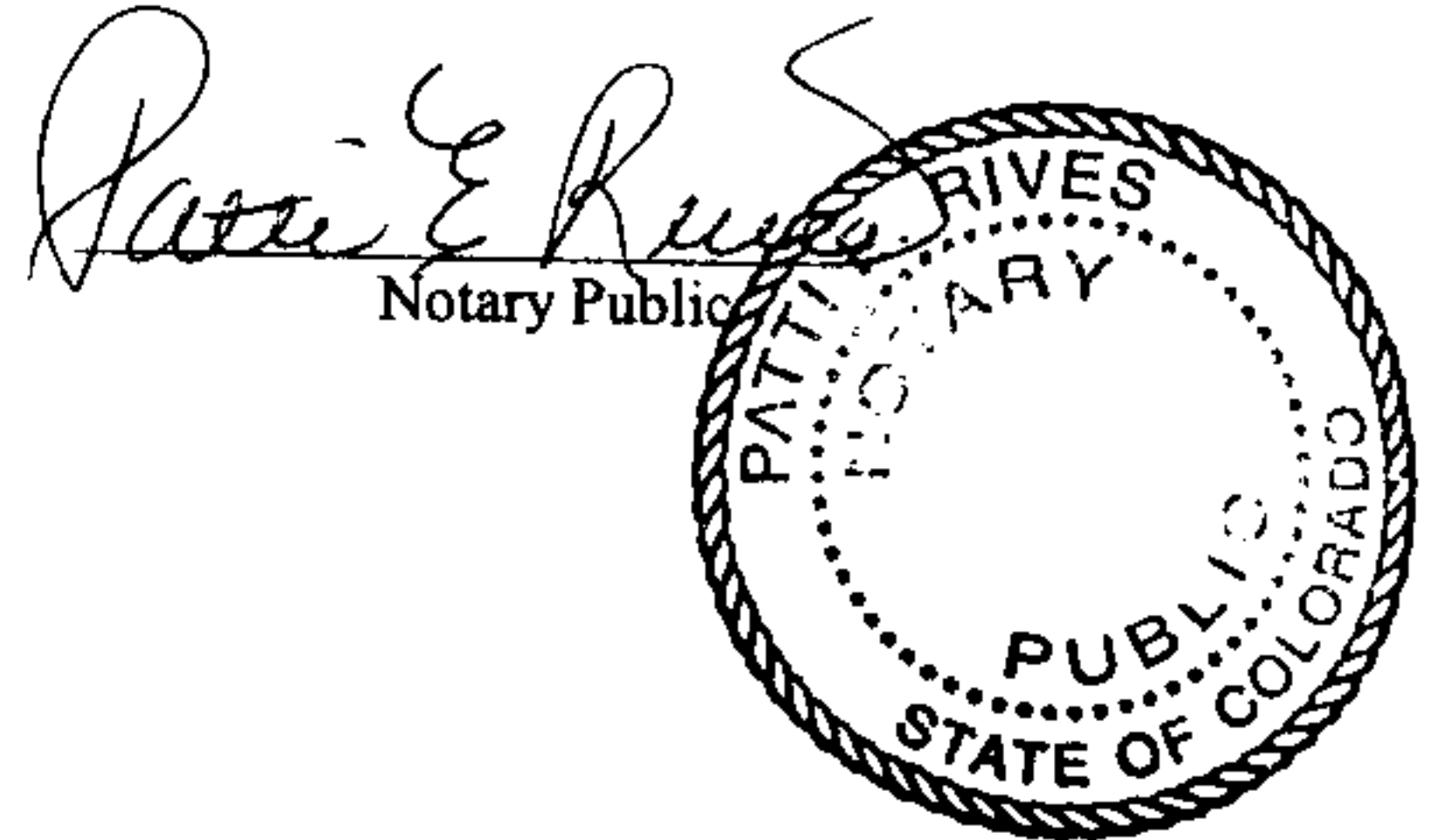
STATE OF COLORADO)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 2nd day of Nov., 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

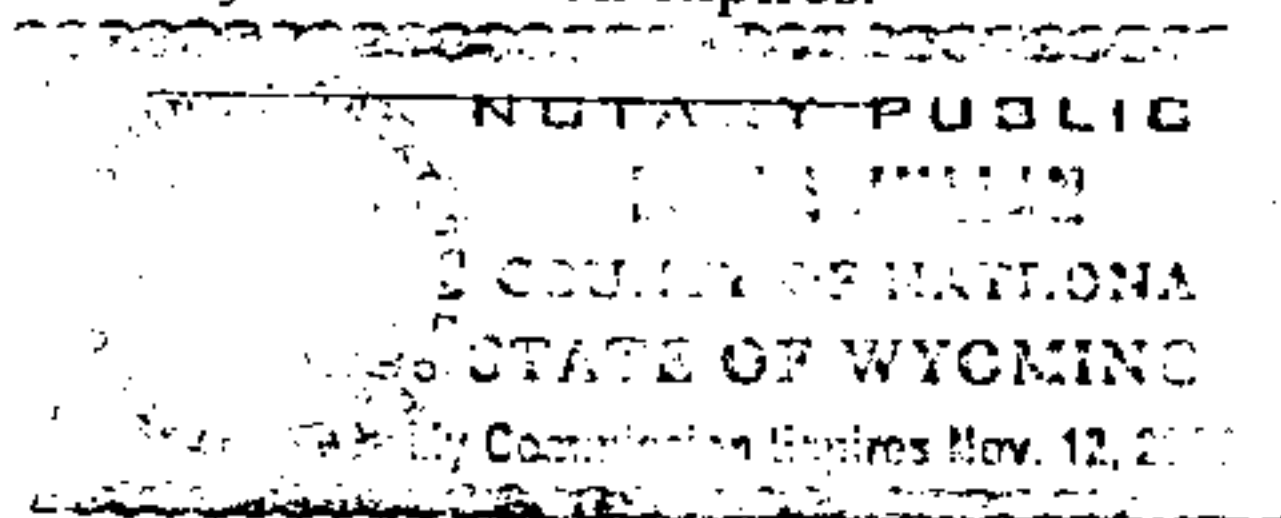


STATE OF WYOMING)
) SS
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 28th day of Nov, 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

762
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.

WYW-36438

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* THE KAREN ROSE DURRETT GENERATION SKIPPING TRUST U/W/O JOHNIE PAUL ROSE
Street 2122 Rice Avenue
City, State, ZIP Code Levelland, TX 79336

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

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

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

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

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
				e	f
a	b	c	d		
Township 30 North, Range 114 West, 6th P.M. Section 33: S/2SW/4, SE/4NW/4SW/4, S/2NE/4SW/4 containing 110.00 acres, more or less Sublette County, Wyoming					
TRUE OIL, LLC (Transferor)	7.454137%	0.001427%	7.451271%	None	Those of Record
WILLIAMS PRODUCTION RMT COMPANY (Transferor)	29.358458%	0.002323%	29.356135%	None	Those of Record
	Total Interest Conveyed 0.003750%				
Limited in depth from one hundred (100) feet below the base of the Baxter sand to one hundred (100) 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-114W, Sublette County, WY					
Subject to that certain Farmout Agreement dated December 12, 2001, by and between Wold Oil Properties, Inc. and True Oil Company (as amended to include Williams Production RMT Company, as Farmee and Operator).					

316835

Feb 6 10:21:59
IN BOOK 31041 PAGE 762
FEES \$ 17.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING
by Cynthia J. Fri

316835

Feb 6 06:21SP
IN BOOK 131 D+1 PAGE 762
FEES \$ 17.00 COUNTY CLERK
SUBLETTE COUNTY, WYOMING

by Cyn Friel J. Friel

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

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

By _____
(Authorized Officer)

(Title)

(Date)

PART 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 (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.
but effective as of January 1, 2005

Executed this 28th day of Nov, 2005

Name of Transferor TRUE OIL, LLC
Please type or print

Transferor _____

Attorney-in-fact C. F. Pickard (Signature)
895 West River Cross Road
(Transferor's Address)

Casper, Wyoming 82601
(City) (State) (Zip Code)

Executed this 21st day of December, 2005

THE KAREN ROSE DURRETT GENERATION
SKIPPING TRUST U/W/O JOHNNIE PAUL ROSE

Transferer David W. Ridley
David W. Ridley (Signature)

Transferer Karen R. Durrett
Karen R. Durrett, Trustee (Signature)

Transferer Rusty P. Rose
Rusty P. Rose, Trustee (Signature)

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.
but effective as of January 1, 2005

Executed this 2nd day of Nov, 2005

Name of Transferor WILLIAMS PRODUCTION RMT COMPANY
Please type or print

Transferor _____

Attorney-in-fact Joseph P. Barrett (Signature)
1500 Arapahoe Street, Tower 3, Suite 1000
(Transferor's Address)

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

Executed this 21st day of December, 2005

THE KAREN ROSE DURRETT GENERATION
SKIPPING TRUST U/W/O JOHNNIE PAUL ROSE

Transferer David W. Ridley
David W. Ridley (Signature)

Transferer Karen R. Durrett
Karen R. Durrett, Trustee (Signature)

Transferer Rusty P. Rose
Rusty P. Rose, Trustee (Signature)

BURDEN HOURS STATEMENT

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

Attached to and made a part of that certain Transfer of Operating Rights effective January 1, 2005, from True Oil LLC and Williams Production RMT Company, Transferors, to The Karen Rose Durrett Generation Skipping Trust U/W/O Judith Lynn Rose, Transferee.

ACKNOWLEDGMENTS

STATE OF TEXAS)
COUNTY OF Lubbock)SS

On this 21st day of December 2005, before me personally appeared David W. Ridley, as Trustee, known to me and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires:
5-12-2006

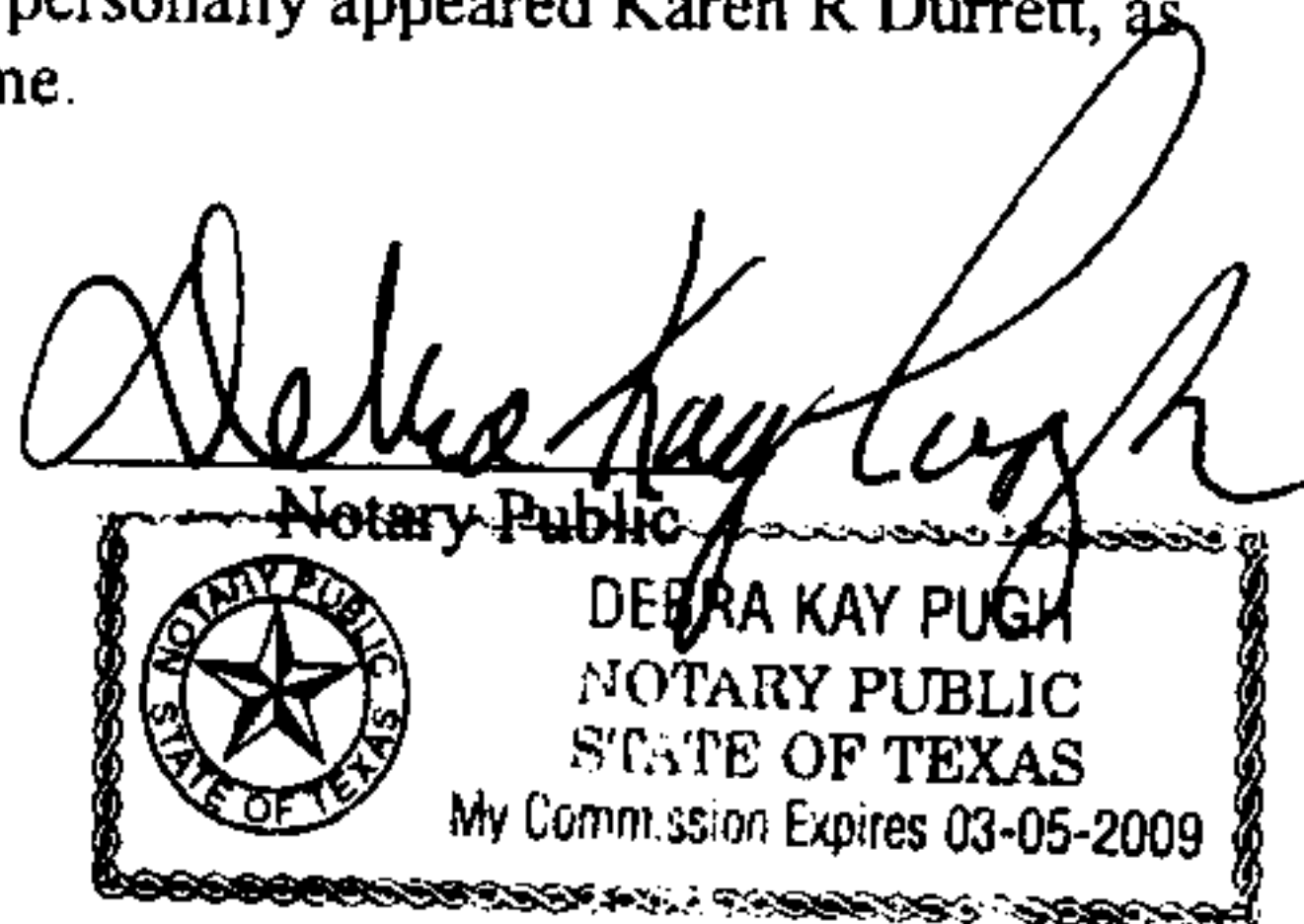
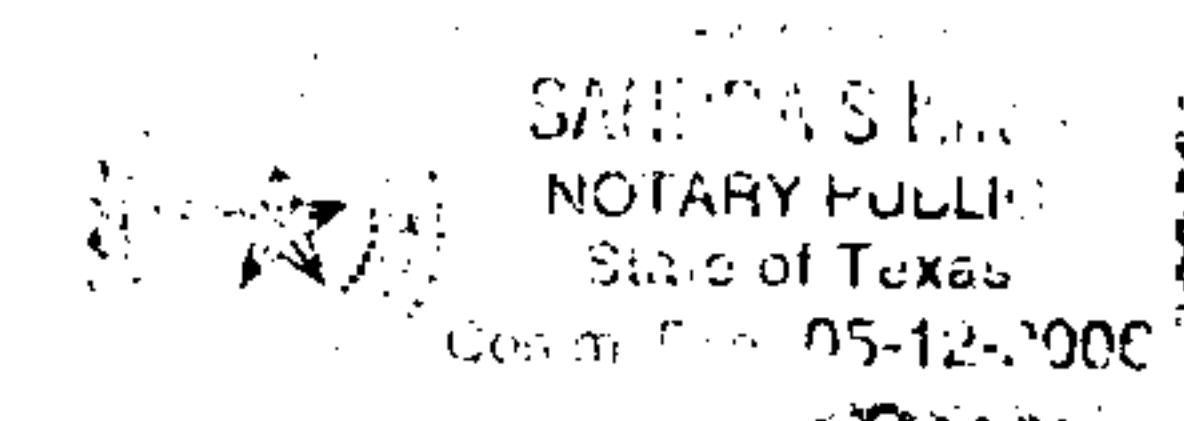
Sandra S. King
Notary Public

STATE OF TEXAS)
COUNTY OF Hockley)SS

On this 13th day of January 2006, before me personally appeared Karen R Durrett, as Trustee, known to me and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires:
3-5-09



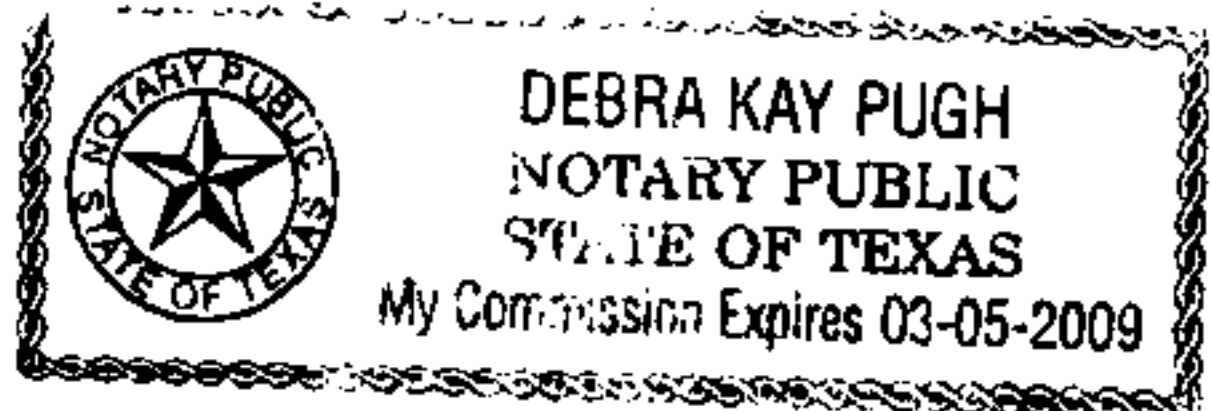
STATE OF TEXAS)
COUNTY OF Hockley)SS

On this 13th day of January 2006, before me personally appeared Rusty P. Rose, as Trustee, known to me and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires:
3-5-09

Debra Kay Pugh
Notary Public



Attached to and made a part of that certain Transfer of Operating Rights effective January 1, 2005, from True Oil LLC and Williams Production RMT Company, Transferors, to The Karen Rose Durrett Generation Skipping Trust U/W/O Johnie Paul Rose, Transferee.

ACKNOWLEDGMENTS

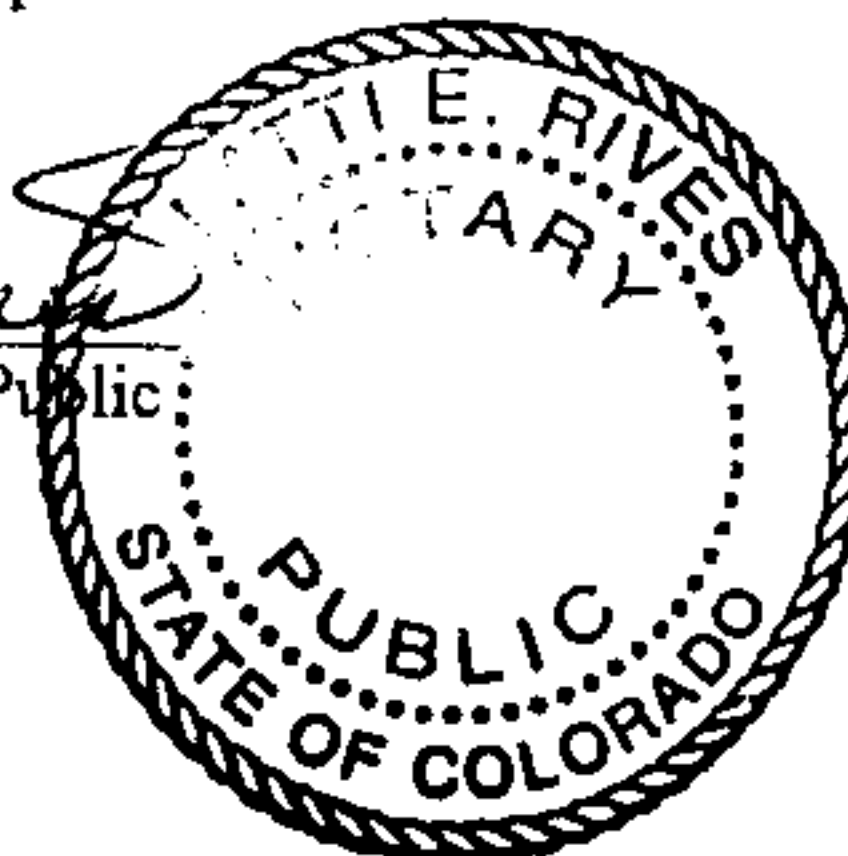
STATE OF COLORADO)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 2nd day of Nov., 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

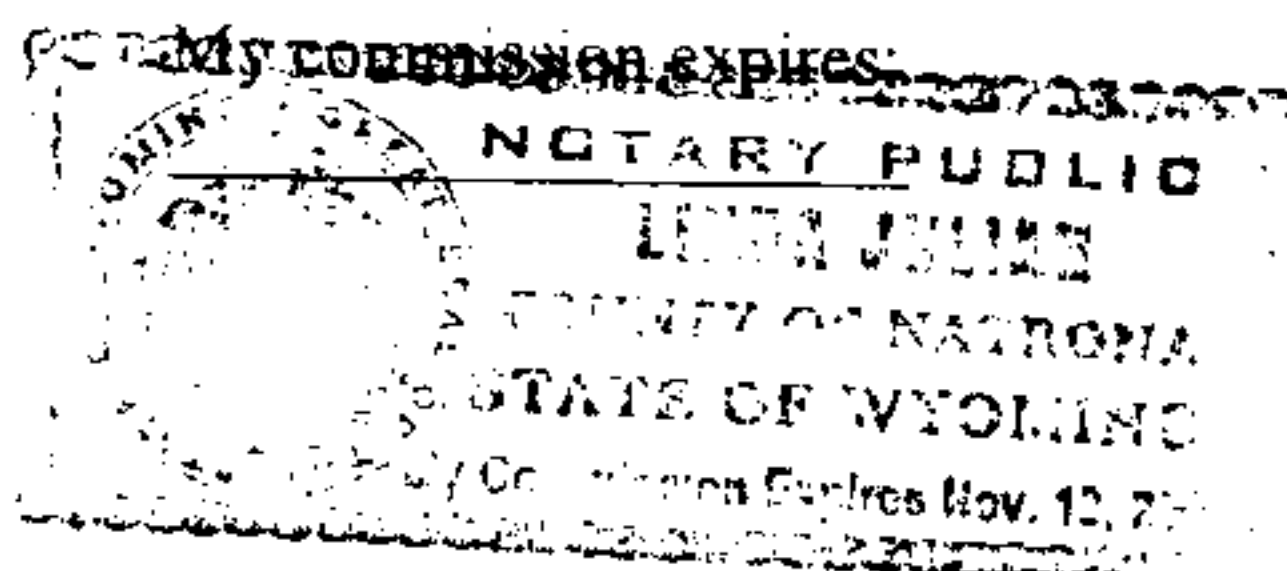
Pattie E. Rives
Notary Public



STATE OF WYOMING)
) SS
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 28th day of Nov, 2005, by C. F. Pickard, Attorney-in-Fact of True Oil LLC, on behalf of said corporation.

Witness my hand and official seal.



Linda Julian
Notary Public

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

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

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

Lease Serial No.

WYW-38887

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* THE RUSSELL PAUL ROSE GENERATION SKIPPING TRUST U/W/O JOHNNIE PAUL ROSE
Street 2122 Rice Avenue
City, State, ZIP Code Levelland, TX 79336

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

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

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

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

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein. a	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned b	Conveyed c	Retained d	Reserved e	Previously reserved or conveyed f
Township 29 North, Range 114 West, 6th P.M. Section 4: Lot 4 (NW/4NW/4) containing 21.05 acres, more or less Sublette County, Wyoming					
TRUE OIL, LLC (Transferor)	15.807707%	0.000713%	15.806994%	None	Those of Record
WILLIAMS PRODUCTION RMT COMPANY (Transferor)	61.486856%	0.001162%	61.485694%	None	Those of Record
	Total Interest Conveyed 0.001875%				
Limited in depth from one hundred (100) feet below the base of the Baxter sand to one hundred (100) 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-114W, Sublette County, WY					
Subject to that certain Farmout Agreement dated December 12, 2001, by and between Wold Oil Properties, Inc. and True Oil Company (as amended to include Williams Production RMT Company, as Farmee and Operator).					

316836

IN BOOK	1310	DATE	Feb. 6, 2002
FEES	17.00	COUNTY CLERK	by Cynthia J. Friel
SUBLETTE COUNTY		STATE OF WYOMING	

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

THE UNITED STATES OF AMERICA

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

☐ Transfer approved effective _____

by _____
(Authorized Officer)

(Title)

(Date)

PART 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 (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.
but effective as of January 1, 2005

Executed this 28th day of Nov, 2005

Name of Transferor TRUE OIL, LLC
Please type or print

Transferor _____

Attorney-in-fact C. F. Pickard (Signature)

895 West River Cross Road
(Transferor's Address)

Casper, Wyoming 82601
(City) (State) (Zip Code)

Executed this 21 day of December, 2005

THE RUSSELL PAUL ROSE GENERATION
SKIPPING TRUST U/W/O JOHNNIE PAUL ROSE

Transferer David W. Ridley (Signature)

Transferer Karen R. Durrett (Signature)

Transferer Rusty P. Rose (Signature)

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.
but effective as of January 1, 2005

Executed this 2nd day of Nov, 2005

Name of Transferor WILLIAMS PRODUCTION RMT COMPANY
Please type or print

Transferor _____

Attorney-in-fact Joseph P. Barrett (Signature)

1500 Arapahoe Street, Tower 3, Suite 1000
(Transferor's Address)

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

Executed this 21 day of December, 2005

THE RUSSELL PAUL ROSE GENERATION
SKIPPING TRUST U/W/O JOHNNIE PAUL ROSE

Transferer David W. Ridley (Signature)

Transferer Karen R. Durrett (Signature)

Transferer Rusty P. Rose (Signature)

BURDEN HOURS STATEMENT

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

Attached to and made a part of that certain Transfer of Operating Rights effective January 1, 2005, from True Oil LLC and Williams Production RMT Company, Transferors, to The Karen Rose Durrett Generation Skipping Trust U/W/O Judith Lynn Rose, Transferee.

ACKNOWLEDGMENTS

STATE OF TEXAS)
COUNTY OF Lubbock)SS

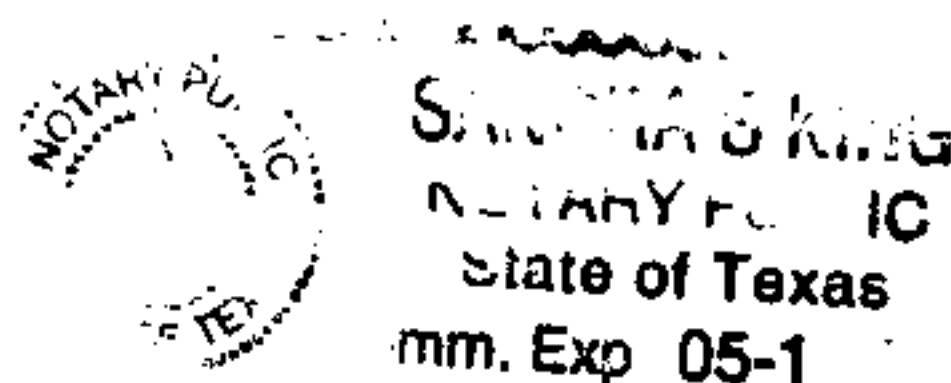
On this 21st day of December 2005, before me personally appeared David W. Ridley, as Trustee, known to me and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires:
5-12-2006

Dandra S King
Notary Public

STATE OF TEXAS)
COUNTY OF)SS



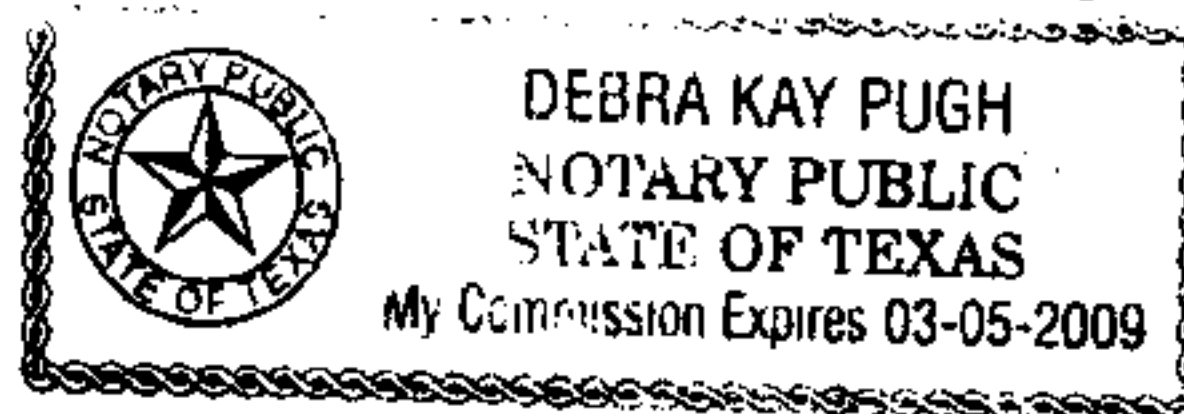
On this 13th day of January 2006, before me personally appeared Karen R Durrett, as Trustee, known to me and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires:
3-5-09

Debra Kay Pugh
Notary Public

STATE OF TEXAS)
COUNTY OF Hockley)SS

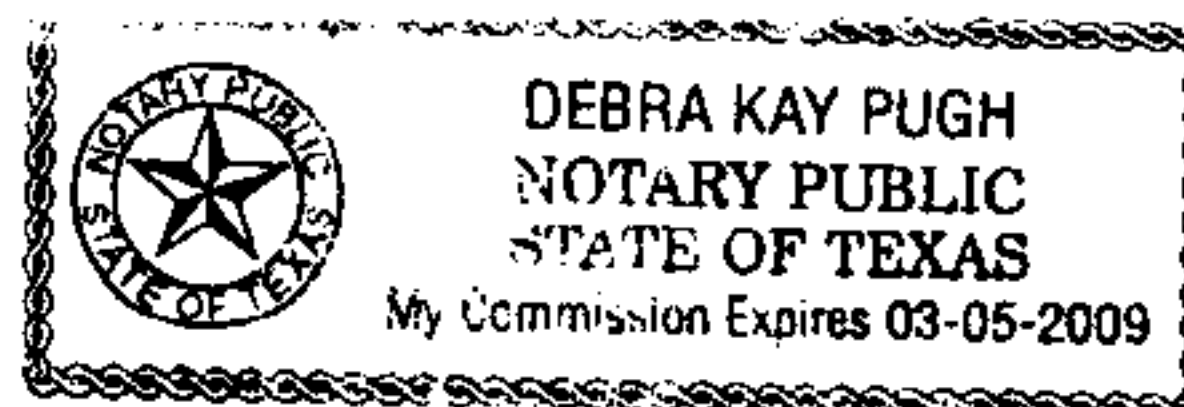


On this 13th day of January 2006, before me personally appeared Rusty P. Rose, as Trustee, known to me and acknowledged to me that he executed the same.

Witness my hand and official seal.

My commission expires:
3-5-09

Debra Kay Pugh
Notary Public



Attached to and made a part of that certain Transfer of Operating Rights effective January 1, 2005, from True Oil LLC and Williams Production RMT Company, Transferors, to The Russell Paul Rose Generation Skipping Trust U/W/O Johnie Paul Rose, Transferee.

ACKNOWLEDGMENTS

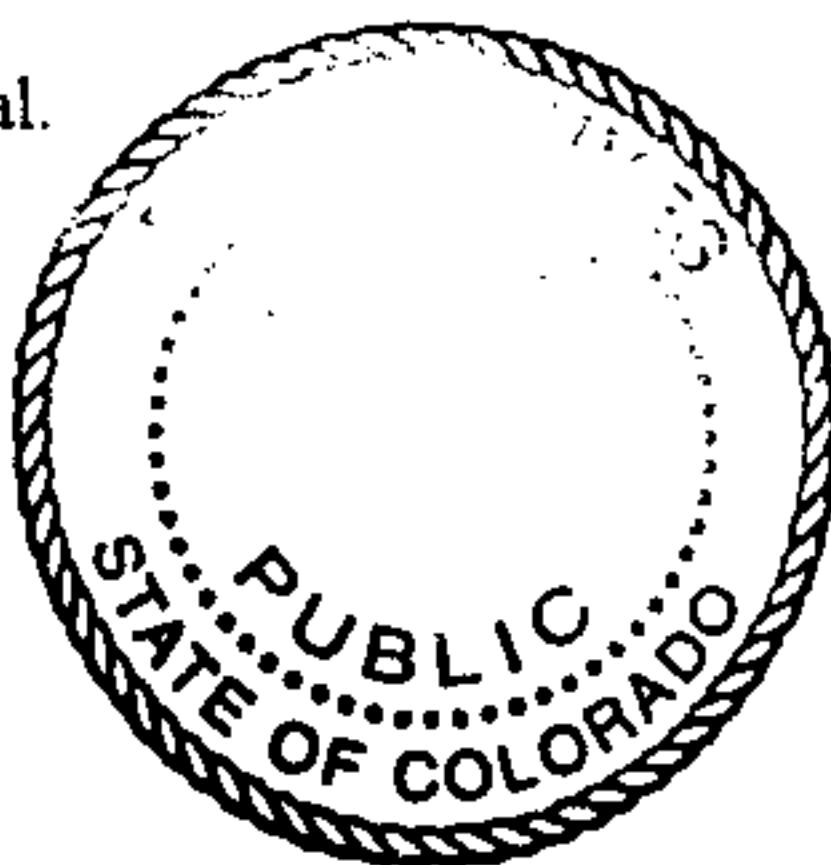
STATE OF COLORADO)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 2nd day of Nov., 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



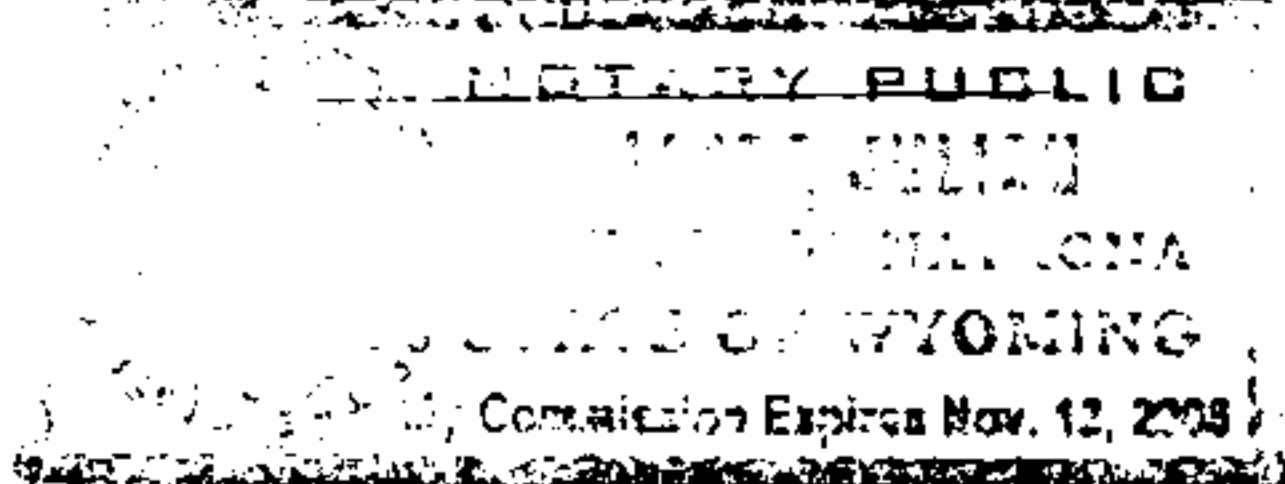
Patricia E. Rues
Notary Public

STATE OF WYOMING)
) SS
COUNTY OF Natrona)

The foregoing instrument was acknowledged before me this 28th day of Nov, 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 Jackson
Notary Public