

**ASSIGNMENT
OF
OIL AND GAS LEASE**

KNOW ALL MEN BY THESE PRESENTS, That the undersigned Erik A. Johnson
whose address is 1940 Locust St., Denver, Colorado

, hereinafter for convenience designated "Assignor," whether one or more, for and in consideration of
the sum of Ten and no/100----- Dollars,
and other good and valuable considerations in hand paid by Belco Petroleum Corporation, 42 Broadway, N. Y. 4, N. Y.
hereinafter for convenience designated "Assignee," the receipt of which is hereby confessed and acknowledged, and the other agreements and promises herein-
transfer and set over and assign to said Assignee, the following described oil and gas lease, to-wit:

**Federal Lease Wyoming 06297, covering the following described land in Sublette County,
State of Wyoming: Township 32 North, Range 113 West, 6th. P. M., Wyoming**

Section 30: Lots 1, 2, 3, 4, E½ W½

31: Lots 1, 2, 3, 4, E½ W½

643.24 acres, more or less

TO HAVE AND TO HOLD the interest herein transferred and assigned unto Assignee, Assignee's heirs, executors, administrators, successors and assigns forever.

L. WARRANTIES Assignor represents and warrants to Assignee that, except as hereinbelow in this paragraph specifically set out, Assignor is the only party owning or claiming any interest in said above described lease and that Assignor has not heretofore sold, assigned, transferred, encumbered or conveyed said lease or any right, title or interest therein, and that Assignor has full power, right and authority to execute this assignment, and to convey said above described lease and that all of the obligations and duties imposed by the terms of said lease upon the lessees therein have been fully performed and complied with:

Two per cent (2%) overriding royalty heretofore reserved by Gordon Hurd.

11. **OVERRIDING ROYALTY** Subject to certain hereinafter set forth conditions, Assignor reserves and Assignee does hereby agree to pay to Assignor on or before the 20th day of each month a sum representing one (1) per cent. of the market value, as hereinafter determined, of all oil, gas and casinghead gas produced, saved and marketed from any of the above described lands by Assignee under said above

Said overriding royalty shall be computed and paid on the basis of the market price for oil, gas and casinghead gas prevailing in the field where produced for oil, gas and casinghead gas of like quality, provided that no overriding royalty shall be paid or shall accrue upon any oil, gas or casinghead gas used for operating, development or production purposes upon said above described lands or unavoidably lost, and no overriding royalty shall be payable upon gas and casinghead gas used for recycling or repressuring operations benefiting said above described lands.

Assignment of lease, however, as above provided. Assignee shall have the right to deduct from the value of the oil, gas, casing-

In computing the amounts to be paid Assignee hereunder as above provided, Assignee shall have the right to deduct from the value of the oil, gas, casing-head gas, or the proceeds thereof, upon which said overriding royalty is computed the full amount of any taxes required to be paid on such oil, gas and casing-head gas for or on account of the production or sale thereof, including the so-called gross production or severance taxes.

royalties accruing and payable hereunder. Assignee may withhold payment of such overriding royalty without interest until such dispute is settled.

which Bank, as such depository, is hereby named, designated and accepted by Assignor as its agent for the receipt of all such money. Said Bank shall remain as such agent notwithstanding any change in ownership of the interest of Assignor hereunder unless and until Assignor, its representatives and assigns, shall, by written notice to Assignee, name and designate some other depository bank to which such payments may be made. Any payments made by Assignee to any such other bank shall be deemed to be payment to Assignor, and no account or adjustment shall be made.

It is further agreed that if at any time there shall be more than six (6) parties entitled to receive payments to be made hereunder, then Assignee shall have the right to withhold all payments hereunder unless and until all such parties entitled to payment hereunder shall designate, in writing, in a recordable instrument to be delivered to Assignee, a trustee to receive all said overriding royalty payments, to execute division orders and to act in all matters involving

III. DEVELOPMENT It is expressly understood and agreed that notwithstanding the grant to Assignor of said above described overriding royalty, Assignee shall have, and Assignor hereby grants and conveys to Assignees, the exclusive right, as between the parties hereto, to develop and operate all of the above described lands and every part thereof to such extent and in such manner as Assignee shall determine to be proper without incurring any liability whatsoever to Assignor and nothing herein contained shall be deemed, as between the parties hereto, to obligate Assignee to drill for, produce or market oil from any of said above described lands to any greater extent than required by the terms and conditions of said above described lease.

IV. UNITIZATION It is understood and agreed that Assignee shall have the right, as to all or any part of the above described lands and as to any sand or horizon thereof, to enter into a cooperative or unit plan of development or operation, or other plan for the conservation of oil or gas in a single pool or area, or other agreements relating to the development of and production from said land in such manner and form as Assignee shall deem proper, and from time to time to modify, change or terminate any such plan or plans or agreements; and Assignor hereby expressly ratifies and approves all such plans and agreements which may be so entered into by Assignee. In the event that said above described lands, or any part thereof, or any sands or horizons 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 lands covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the overriding royalty payments to be made to Assignor under the provisions hereof, 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 overriding royalty payments to be made hereunder to Assignor shall be based upon the production only as so allocated.

S. SURRENDER ~~is specifically agreed that the Assignor shall have the right to~~

If assignee, its successors or assigns, shall at any time desire to release or surrender said lease in whole or in part, it shall give notice by registered mail to assignor of its intention, describing the interest to be released or surrendered, at least 60 days prior to the anniversary date of said lease. If assignor fails for a period of 15 days to notify assignee of his desire to take reassignment of the interest, then assignee may release and surrender to the United States the interest described. If assignor shall so notify of his desire to take re-assignment then assignee shall promptly make re-assignment of the interest.

VI. This agreement shall be binding upon and inure to the benefit of the heirs, representatives, administrators, executors, successors and assigns of the parties hereto.

EXECUTED this 27th. day of August

DEPARTMENT: ATTEST: Mr. Waller Ass't. Sec'y.

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Erik A. Johnson
Assignor
BELCO PETROLEUM CORPORATION
President