

THIS ASSIGNMENT AND AGREEMENT entered into this _____ day of _____, 19 56,
 between Gulf Oil Corporation, P. O. Box 661, Tulsa, Oklahoma _____
 and Belco Petroleum Corporation, Suite 1601-08 _____
42 Broadway, New York City, N. Y. _____

hereinafter called "Assignor" (whether one or more),
 hereinafter called "Assignee" (whether one or more),

DOES WITNESS THAT for and in consideration of the covenants and agreements herein contained on the part of Assignee to be paid, kept and performed, and of One Dollar (\$1.00) in hand paid by Assignee to Assignor, it is agreed by and between the parties as follows, to wit:

1. **Assignment of Lease.** Assignor does hereby assign, transfer and quitclaim to Assignee, without warranty, express or implied, All of Assignor's right, title and interest in and to each oil and gas lease listed in the Schedule of Leases Assigned on the reverse side hereof, insofar and only insofar as it covers the following described property, herein referred to as "Assigned Acreage", situate in Sublette County, State of Wyoming, to wit:

Township 29 North, Range 112 West 6th P. M.
Section 18: Lots 1 and 2, E/2 NW/4

Township 29 North, Range 113 West 6th P. M.

Section 11: E/2 SW/4, SE/4
Section 12: NW/4 SW/4, S/2 S/2
Section 13: N/2 N/2, SE/4 NE/4, SE/4, SE/4 SW/4
Section 14: N/2 NE/4
Section 24: N/2 NE/4

TO HAVE AND TO HOLD unto Assignee subject to the overriding royalty herein reserved and all of the covenants and conditions hereof.

2. **Reservation of Overriding Royalty by Assignor.** Assignor reserves and retains, and Assignee agrees to deliver and pay to Assignor, an overriding royalty of Seven (7%) percent of all oil, gas, casinghead gas, and other leased substances produced and saved from the Assigned Acreage. ~~During any month when the average production per well is _____ barrels of oil per day or less, such overriding royalty on oil only shall be reduced to _____ of the oil produced and saved during such month.~~

3. **Other Reservations by Assignor.** Assignor reserves and retains each oil and gas lease as to all lands covered thereby other than the Assigned Acreage and insofar as it covers the following additional property:

NE NW of Section 14-29N-1BW

together with the right to conduct upon, through and over the Assigned Acreage all operations for the development and operation of such reserved and retained lands and property which are authorized by the oil and gas lease and will not interfere with existing wells and facilities of Assignee.

4. **Royalties, Overriding Royalties, and Other Burdens Previously Reserved.** Assignee covenants and agrees to pay all royalties and previously reserved overriding royalties, production payments, and other interests or obligations, payable out of or measured by the leased substances hereby transferred to Assignee, in the proportion that the interest in the oil and gas lease hereby transferred to Assignee bears to the entire interest therein insofar as it covers the Assigned Acreage, except as follows: None

5. **Delay Rentals.** All delay rentals required to continue the lease in force as to the Assigned Acreage shall be paid by Assignee, ~~and the other party hereto shall reimburse it for~~ ~~of such payments.~~

6. **Other Applicable Instruments.** This agreement and assignment and the interest in the Assigned Acreage herein transferred to Assignee are subject to the terms and provisions of the following additional instruments:

Call on Crude Oil Agreement of even date between Assignor and Assignee and

Farmout Agreement of even date between Assignor and Assignee

7-11. **Additional Provision.** The provisions of paragraph 7 through 11, inclusive, of this assignment are set out on the back hereof under the heading "Additional Provisions of Limited Assignment." They constitute and are made a part hereof to the same extent and with like effect as though set out in full preceding the signatures of the parties.

EXECUTED the day and year first above written.

EXHIBIT NO. 1

By _____

Assignee

Assignor

ACKNOWLEDGMENT — CORPORATION

STATE OF _____

COUNTY OF _____

} SS.

Colorado, Idaho, Illinois, Kansas,
 Montana, Nebraska, North Dakota,
 Ohio, Oklahoma, South Dakota

On this _____ day of _____, 19 _____, before me, a Notary Public in and for said County and State, personally
 appeared _____, to me known to be the Attorney in Fact
 of _____, a corporation, and to be the identical person who subscribed the name of said corporation
 to the foregoing instrument as its Attorney in Fact and acknowledged to me that he executed the same as his free and voluntary act and deed and
 as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year above written.

Notary Public

My commission expires _____