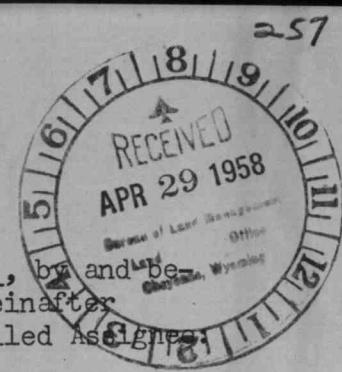
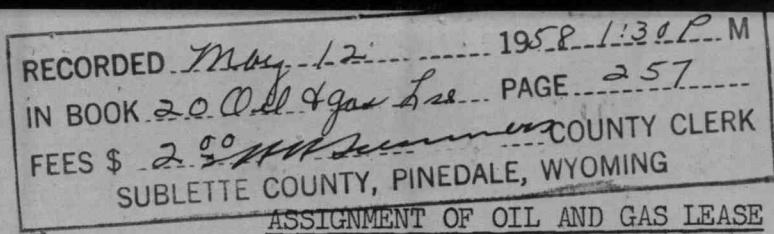


62164



THIS ASSIGNMENT, made this 29 day of March, 1958, by and be-  
 tween Carl V. Besore, hereinafter  
 called Assignor, and PAN AMERICAN PETROLEUM CORPORATION, hereinafter called Assignee;

WITNESSETH:

FOR and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations in hand paid by the Assignee to the Assignor, receipt thereof is hereby acknowledged, Assignor does hereby bargain, sell, convey, transfer, assign and set over unto Assignee, and its successors and assigns, all of the right, title and interest, claim and demand of Assignor in and to that certain Oil and Gas Lease issued by the United States of America to Carl V. Besore, which lease bears Serial No. W-033311, and is dated August 1, 1955, insofar as it covers the following described land in the County of Sublette, State of Wyoming, to wit:

Township 37 North, Range 113 West  
Section 16: S/2  
Containing 320.00 acres, more or less

THE Assignor hereby reserves out of this Assignment, a royalty at the value, at the field market price at the time of production of 2-1/2% of the oil and gas that may be produced, saved and sold from the above described lease, payment of the same to be made on the 20th day of each month for the oil and gas produced during the preceding calendar month. The overriding royalty retained and reserved by the Assignor shall bear its pro rata share of any production or severance tax or any other tax computed, measured, or based upon production of oil and/or gas which may be imposed by the Federal Government, the State of Wyoming, or any of its political subdivisions. Assignee is hereby authorized to, and at its option may, pay all taxes of Assignor and to deduct Assignor's share so paid from the amount of royalties which shall become due. In the event the Assignor's interest is less than the full and undivided ownership in said lease, the royalty to be paid him shall be that percentage of the above amount which his interest bears to the full leasehold estate.

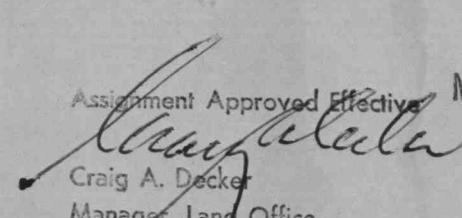
THE undersigned hereby agrees that no change in the ownership of the royalty hereby created or reserved shall be binding on the lessee or operator of this lease until after such lessee or operator, as the case may be, has been furnished with a written transfer or Assignment, or a true copy thereof. It is agreed by the Assignee by the acceptance hereof that the royalty hereby reserved shall attach to any extension or renewal of said lease or any preference right new lease obtained in exchange for the existing lease, which may be obtained by the Assignee, or its successor or assigns.

AND in consideration thereof, Assignor warrants that he is the sole owner of any rights which may accrue under said lease, and is the sole owner in law and equity of said lease through, by and under, and by virtue of certain recorded instruments, and that said rights are free and clear of any liens or encumbrances of any outstanding conveyances or interests of any nature whatsoever, and that he had full right and lawful authority to sell and assign the same in the manner hereinabove described.

THIS ASSIGNMENT is made subject to the provisions of Section 30 (a) of the Act of Congress approved February 25, 1920 (41 Stat. 437), as amended by the Act of August 1946, and shall take effect as of the first day of the lease month following the date of filing in the proper land office of three original executed counterparts hereof, together with any required bond and proof of the qualification under said Act of the Assignee to take and hold this lease.

IN WITNESS WHEREOF, Assignor has executed this instrument the day and year first above written.

Assignment Approved Effective

  
 Craig A. Decker

Manager, Land Office

Box 929, Cheyenne, Wyoming

169549

MAY 1 1958