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 IN BOOK 28 PAGE 614
 FEES \$ 2.00 COUNTY CLERK
 SUBLLETTE COUNTY, PINEDALE, WYOMING

ASSIGNMENT OF OIL AND GAS LEASE

THIS ASSIGNMENT, made this 16th day of May, 19 60, by and
 between WILLIAM C. McDUFFIE, 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 LuElla Johnson, which lease bears
 Serial No. Wyo-05910, and is dated June 1, 1951,
 insofar as it covers the following described land in the County of Sublette,
 State of Wyoming, to wit:

Township 31 North, Range 114 West
Section 31: E/2 SE/4
Section 32: SW/4

Containing 240.00 acres, more or less.

THE Assignor hereby reserved out of this Assignment, a royalty at the value, at
 the field market price at the time of production of 2 1/2 including 1/8 of 1% previously reserved
 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 trans-
 fer 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 8,
 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, to-
 gether 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 AUG 1 1960
Cecil L. Hase
Cecil L. Hase
 Manager

William C. McDuffie
 William C. McDuffie
 Box 2011
 Casper, Wyoming

LS. No. 169474