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"EXHIBIT B"

STATE OF WYOMING)
) ss
COUNTY OF SUBLETTE)

A S S I G N M E N T

KNOW ALL MEN BY THESE PRESENTS:

That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SINCLAIR OIL & GAS COMPANY, a Maine Corporation with an office at P. O. Box 521, Tulsa 2, Oklahoma, hereinafter referred to as "Assignor", hereby does bargain, sell, assign, transfer and convey unto RAYMOND I. SMITH, his heirs and assigns, hereinafter sometimes referred to as "Assignee", an undivided one-half (1/2) of all its right, title, and interest in and to the following referenced oil and gas lease, covering lands situated in Sublette County, State of Wyoming, to-wit:

Federal Oil and Gas Lease
Wyoming 06008

inssofar as said lease covers the following described land in said County and State, to-wit:

TOWNSHIP 32 NORTH, RANGE 114 WEST
Section 20: S $\frac{1}{2}$ S $\frac{1}{2}$
Section 29: All
Section 32: N $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$

Containing 1,360.00 acres, more or less

(said lease and land hereinabove last referred to sometimes being referred to herein as "lease acreage"), subject to the following terms, covenants and conditions:

1. The interest in the lease acreage covered hereby is assigned by the Assignor and accepted by the Assignee subject to the overriding royalties, production payments, net profits obligations, carried working interests and other payments out of or with respect to production which are of record and with which said lease acreage is encumbered; and Assignee hereby assumes and agrees to pay, perform or carry, as the case maybe, one-half (1/2) of each of said overriding royalties, production payments, net profits obligations, carried working interests and other payments out of or with respect to production, to the extent that it is or remains a burden on the lease acreage.

2. This assignment is expressly subject to the terms and provisions of the Mickelson Creek Unit Agreement and the Mickelson Creek Unit Operating Agreement, both of such instruments being dated February 21, 1958. This assignment