

ASSIGNOR: Raymond I. Smith
Post Office Box 637
Lusk, Wyoming

and

236 North Virginia Street
Reno, Nevada

ASSIGNEES: Robert E. Park
138 South Colorado Street
Casper, Wyoming

Lewis G. Coffey
3221 South Coffman Street
Casper, Wyoming

7. The terms, covenants and conditions hereof shall be binding upon, and shall inure to the benefit of, the Assignor and the Assignees and their respective heirs, successors and assigns; and such terms, covenants and conditions shall be covenants running with the lands herein described and the lease acreage herein assigned and with each transfer or assignment of said land or lease acreage.

8. In the event that Assignees receive and intend to accept a bona fide offer for the purchase of said lease acreage, or any part thereof or interest therein, from a person, firm or corporation ready, able and willing to purchase such lease acreage, part thereof or interest therein, Assignee shall observe the relevant provisions of the Mickelson Creek Unit Operating Agreement referable to giving notice of such bona fide offer and, thereafter, if required, shall assign such lease acreage, part thereof or interest therein to the party