

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, UNITED STATES SMELTING REFINING AND MINING COMPANY, a corporation of the State of Maine, for and in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and other valuable considerations, does hereby transfer, assign and deliver to BUFFALO PETROLEUM CORPORATION, 1500 First National Building, Tulsa 3, Oklahoma, all of its right, title and interest in and to a lease for oil and gas mining purposes covering land situate in SUBLETTE COUNTY, STATE OF WYOMING, and shown in the records in the office of the Register of Deeds in and for said County and State, to-wit:

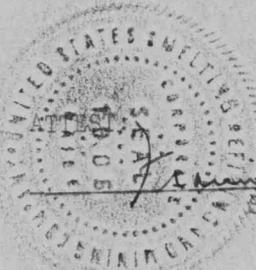
L-151936-1 Lease dated September 19, 1955, executed by Dean G. Jewett, et ux, and Frederick D. Guthrie, et ux, as lessors, recorded in Book 14, Page 195, insofar as it covers the SW $\frac{1}{4}$ NW $\frac{1}{4}$ and the E $\frac{1}{2}$ SE $\frac{1}{4}$ and the SW $\frac{1}{4}$ SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 1 and the N $\frac{1}{2}$ NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ NE $\frac{1}{4}$ and the S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 12, Township 33 North, Range 114 West, and the W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 26, Township 34 North, Range 114 West.

As an additional consideration for this Assignment, Assignor does hereby except and reserve unto itself, its successors and assigns an overriding royalty equal to three per cent (3%) of 8/8ths of all the oil, gas, and casinghead gas produced, saved, and marketed from the assigned premises under the terms of said lease, and any extensions and renewals thereof. Said overriding royalty shall be free and clear of all risk incident to and all expense of drilling, testing, developing, operating, and maintaining the assigned premises, and free and clear of all liens, transportation charges, storage charges and other charges and expenses, and free and clear of all taxes, except that said overriding royalty interest shall bear its proportionate part of any gross production, severance, and ad valorem taxes.

If the interest in the oil, gas and casinghead gas covered by the lease hereinabove assigned is less than the full interest therein, or if Assignor owns less than the full interest in said lease, then the overriding royalty hereinabove reserved to Assignor shall be reduced proportionately.

Notwithstanding any other provision herein apparently to the contrary, this assignment is without warranty of title, either express or implied.

WITNESS UNITED STATES SMELTING REFINING AND MINING COMPANY by the hand of its Administrative Vice President and the seal of said corporation duly attested by its Secretary, this 17th day of August, 1960.


Frederick D. Guthrie
Secretary

UNITED STATES SMELTING REFINING AND MINING COMPANY

By J. George Gange
J. George Gange, Administrative Vice President

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK) SS

On this 17th day of August, 1960, before me appeared J. George Gange, to me personally known, who, being by me duly sworn, did say that he is the Administrative Vice President of UNITED STATES SMELTING REFINING AND MINING COMPANY and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said J. George Gange acknowledged the execution of the said instrument as the free act and deed of said corporation.


My commission expires:
August 30, 1963

Lillian M. Young
Notary Public

71741
RECORDED October 12 1960 11:00 A.M.
IN BOOK 22 Oil & Gas PAGE 274
FEES \$ 1.00 COUNTY CLERK
SUBLETTE COUNTY, PINEDALE, WYOMING

W-1227