

New Serial: W-04357(C)

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations in hand paid to Mary L. McAlpin - 1807 Tower Petroleum Bldg. of Dallas 1, Texas, hereinafter called "Assignor" (whether one or more) by PAN AMERICAN PETROLEUM CORPORATION, a Delaware corporation with an office in Casper, Wyoming, hereinafter called "Assignee", the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby bargain, sell, assign, transfer and convey unto Assignee, that certain Oil and Gas Lease issued by the United States of America to Kenneth Symes, which lease bears Serial No. Wyo-04357-A and is dated March 1, 1951, insofar as it covers the following described land in the County of Sublette, State of Wyoming, to wit:

Township 32 North, Range 114 West 6TH P.M., WYOMING
Section 22: SW/4, S/2 NW/4, NW/4 NW/4

Containing 280 acres, more or less

THE ASSIGNOR hereby excepts and reserves from this Assignment an overriding royalty of 3 1/2% including 2 1/2% previously reserved of the value, at the field market price at the time of production of the oil and gas that may be produced, saved and sold from the above described land by virtue of said 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 excepted 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 said State, or any of its political subdivisions. In the event the Assignor's interest is less than the full and undivided ownership in said lease, the overriding royalty to be paid Assignor shall be that percentage of the above amount which Assignor's interest bears to the full leasehold estate.

THE undersigned hereby agrees that no change in the ownership of said overriding royalty shall be binding on the owner or operator of this lease until such owner or operator, has been furnished with a written transfer or Assignment, or a true copy thereof. It is agreed by the Assignee that the said overriding royalty shall attach to any extension of said lease which may be obtained by the Assignee, or its successor or assigns.

AND in consideration thereof the Assignor covenants with the Assignee, its successors and assigns, that the Assignor is the sole owner of said lease and all rights thereunder insofar as it covers the land above described, that said lease is valid and subsisting, that it is free and clear of all liens and encumbrances, that Assignor has full right and lawful authority to sell and assign the same, and that Assignor will forever warrant and defend the title thereto against all lawful claims and demands whatsoever.

THIS ASSIGNMENT shall be binding upon the Assignor and Assignee and upon the heirs, successors and assigns of each of them.

EXECUTED this 23rd day of January, 19 64.

Mary L. McAlpin

(1)

Assignment Approved Effective FEB 1 1961

Lse No. 169760

Arvin H. Olsword
 ARVIN H. OLSWOLD, CHIEF
 MINERALS SECTION
 LAND OFFICE, CHEYENNE, WYOMING