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 FEES \$ *5.10* *W. H. Summers* COUNTY CLERK  
 SUBLETTE COUNTY, PINEDALE, WYOMING

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, PAN AMERICAN PETROLEUM CORPORATION, a Delaware corporation with an office in Casper, Wyoming, hereinafter referred to as "Assignor", hereby does bargain, sell, assign, transfer and convey unto Green River Basin Corporation, a corporation, its successors, and assigns, hereinafter referred to as "Assignee", all of its right, title and interest in and to the oil and gas leases described in Exhibit "A", attached hereto and made a part hereof, insofar as said leases respectively cover the land described in said Exhibit "A" opposite the separate designations of said leases, said land being situated in Sublette County, State of Wyoming (said leases and land sometimes being referred to herein as the "lease acreage"), subject to the following terms, covenants and conditions:

1. 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 the assignee hereby assumes and agrees to pay, perform or carry, as the case may be, 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 herein assigned.

2. In addition to any and all other overriding royalties, production payments, and other encumbrances to which said lease acreage may be subject, the Assignor hereby excepts and reserves unto itself, its successors or assigns, the following overriding royalty:

(a) Five percent of eight-eighths (5% of 8/8) of all oil, distillate, condensate and other liquid hydrocarbons produced and saved from said lease acreage under said lease, or any