

Sublette County, Wyoming

ASSIGNMENT

THIS ASSIGNMENT, dated May 1, 1967, made by AMAX PETROLEUM CORPORATION, a Delaware corporation, hereinafter called "Assignor", to CRA, INC., a Kansas corporation (doing business in the State of Colorado as CRACOLO, INC.), hereinafter called "Assignee",

WITNESSETH:

Assignor, for a valuable consideration to it in hand paid by Assignee, the receipt and sufficiency of which are hereby acknowledged, by these presents does GRANT, BARGAIN, SELL, ASSIGN, CONVEY, TRANSFER, SET OVER and DELIVER unto Assignee, its successors and assigns, all rights, titles and interests of Assignor in, to or under the oil and gas leases, oil, gas and mineral leases and the leasehold estates, working interests and other interests evidenced and created thereby that are described in Schedule H attached hereto and made a part hereof, except, however, any royalties, overriding royalties, production payments and net profits interests (other than the production payments, overriding royalties and net profits interests, if any, that were reserved by or on behalf of Assignor in assignments or farmouts made subsequent to June 1, 1966 at 7:00 a.m. local time) affecting any of the lands described or referred to in such Schedule which are on the date hereof owned by Assignor.

This Assignment is made without warranty of title, express or implied, and is made with full substitution and subrogation of Assignee in and to all covenants and warranties by others heretofore given or made in respect of the rights, titles and interests assigned hereby. Assignor, for itself, its successors and assigns, represents that the net acres attributable to the interest of Assignor in each lease described in the attached Schedule are not less than the net acres shown in such Schedule as being attributable to such interest of Assignor.

In conducting operations on any oil and gas lease or leases from the United States of America which, or interests in which, are included in the rights, titles and interests conveyed and assigned hereby, Assignee agrees to comply with all provisions of Section 202(1) to (7), inclusive, of Executive Order 11246 (30 F.R. 12319), which provisions are incorporated in and made a part of this Assignment.

This Assignment has been duly executed by Assignor in several counterparts (one of which, with all property descriptions included in the attached Schedule, is on file at the office of Assignee located at 3315 North Oak Trafficway, Kansas City, Missouri), each of which is an original and all of which are identical, except that to facilitate filing and recordation there are omitted from certain counterparts those property descriptions in the attached Schedule which contain specific descriptions of properties located in jurisdictions other than the filing or recording jurisdiction in which the particular counterpart is to be filed or recorded. Each of such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, Assignor, through its officers thereunto duly authorized, has caused this Assignment to be duly executed and delivered as of the day, month and year first above written.

AMAX PETROLEUM CORPORATION

By *[Signature]* *[Signature]* Vice President

Attest:

W.L. Halligan
Assistant Secretary

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RECORDED	May 15	1967	9:00 A.M.
IN BOOK	41	Oil & Gas	PAGE 291
FEES \$	4.00	<i>AMAX</i>	COUNTY CLERK
SUBLETTE COUNTY, MINEOLA, WYOMING			