

## ASSIGNMENT OF OIL AND GAS LEASE

## KNOWN ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of Ten and 00/100ths Dollars (\$10.00), cash in hand paid, the receipt of which is hereby acknowledged, M. Peyton Bucy and Suzanne D. Bucy, do hereby grant, bargain, convey and assign unto

GENERAL CRUDE OIL COMPANY P. O. Box 2252 Houston, Texas 77001	an undivided 1/3
GETTY OIL COMPANY P. O. Box 66729 Houston, Texas 77006	an undivided 1/3
AGM CORPORATION P. O. Box 631 Amarillo, Texas 79173	an undivided 1/3

of all their right, title and interest, subject to the overriding royalty reservation hereinafter set out, in and to that certain Oil and Gas Lease dated July 15, 1975 from SOUTHERN PACIFIC LAND COMPANY, a California corporation, lessor, to M. Peyton Bucy, lessee, recorded in Book 54, Page 334, covering lands located in Eureka County, State of Nevada, and containing 23,695.62 acres more or less, as more particularly described in Exhibit "A".

The Assignor herein hereby expressly excepts, reserves and retains title to an undivided one percent (1%) of all oil, gas and casinghead gas produced, saved and marketed from the lands described in Exhibit "A" under the provisions of the aforesaid lease, or any extension or renewal thereof, as an overriding royalty, free and clear of any cost and expense of the development and operation thereof, excepting taxes applicable to said interest and the production therefrom. In the event any lands included in said Oil and Gas Lease cover less than the entire and undivided fee simple estate in and to the oil, gas and other minerals, the overriding royalty herein reserved shall be reduced proportionately.

In the event that Assignee desires to relinquish the herein described lease as to all or any part of the acreage covered thereby, Assignee shall notify Assignor FORTY-FIVE (45) days prior to the next accruing rental date under said oil and gas lease of Assignee's desire to relinquish said oil and gas lease. Assignor shall then have the right for a period of Fifteen (15) days after the receipt of such notification in which to request to Assignee that said oil and gas lease be reassigned to Assignor and Assignee shall then execute an assignment of said oil and gas lease to Assignor. Assignee's liability for failure to comply with the provisions of this paragraph, shall not exceed the cash consideration paid for this assignment.

This assignment is made without warranty, express or implied except as to all acts by through or under assignor, but with full subrogation and substitution in and to all rights and actions of warranty.

IN WITNESS WHEREOF, this instrument is executed this 20th day of January, 1976.

M. Peyton Bucy  
M. Peyton Bucy

Suzanne D. Bucy  
Suzanne D. Bucy

STATE OF COLORADO )  
                          )SS.  
COUNTY OF DENVER )

Before me, the undersigned a Notary Public, in and for said County and State, on this 20th day of January, 1976, personally appeared M. Peyton Bucy and Suzanne D. Bucy, his wife, to me known to be the identical persons, described herein and who executed the foregoing instrument and acknowledged to me that they duly executed same as their free and voluntary act and deed for the uses and purposes therein set forth. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires: August 11, 1979

[Signature]  
Notary Public

105725-000  
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EXHIBIT "A"

Attached to and made a part of assignment of Oil & Gas Lease dated January 20, 1976 from M. Peyton Bucy and Suzanne D. Bucy to General Crude Oil Co., Getty Oil Co., and AGM Corporation.

<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTION</u>	<u>ACRES</u>
28 North	51 East	1	573.33
"	"	3	601.20
"	"	9	640.00
"	"	11	640.00
"	"	13	640.00
"	"	15	309.97
"	"		640.00
29 North	51 East	1	617.40
"	"	11	640.00
"	"	13	640.00
"	"	23	640.00
"	"	25	640.00
"	"	27	640.00
"	"	33	640.00
"	"	35	640.00
30 North	51 East	1	217.06
"	"	13	640.00
"	"	25	640.00
28 North	52 East	3	640.58
"	"	5	640.00
"	"	7	626.18
"	"	9	320.00
"	"	11	321.04
29 North	52 East	5	359.40
"	"	7	621.18
"	"	9	320.00
"	"	17	480.00
"	"	19	622.98
"	"	21	480.00
"	"	29	640.00
"	"	31	624.66
"	"	33	640.00



<u>TOWNSHIP</u>	<u>RANGE</u>	<u>SECTION</u>	<u>ACRES</u>
30 North	52 East	3	643.20
"	"	5	481.18
"	"	7	617.46
"	"	9	640.00
"	"	15	640.00
"	"	19	618.78
"	"	21	400.00
"	"	27	640.00
"	"	29	480.00
"	"	31	<u>620.02</u>
TOTAL:			23,695.62

CONSENT TO ASSIGNMENT

The undersigned, SOUTHERN PACIFIC LAND COMPANY, a California corporation, Lessor under that certain Oil and Gas Lease made and executed on the fifteenth day of July, 1975, with M. PEYTON BUCY as Lessee, does hereby consent to the foregoing Assignment of undivided 1/3rd interests in said Oil and Gas Lease by M. PEYTON BUCY to GETTY OIL COMPANY, GENERAL CRUDE OIL CORPORATION, and AGM CORPORATION.

This consent does not waive right to require Lessor's consent to further assignment.

DATED: DECEMBER 22, 1975.

SOUTHERN PACIFIC LAND COMPANY, a  
California corporation

By: *W. H. H. H. H.*

General Manager, Natural Resources

Attest: *J. F. O'Connell*

Assistant Secretary

RECORDED AT THE REQUEST OF Getty Oil Company  
on May 17, 19 76 at 05 mins. past 8 A. M. In  
Book 54 of OFFICIAL RECORDS, page 576-579, RECORDS OF  
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder  
File No. 61341 Fee \$ 6.00

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