Form 3106-5 (August 1977)

UNITED STATES
DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Serial No. N-20417 New Serial No.

L-21396

Pangaea Petroleum, Inc.

121396-a

1/3rd - DEPCO, Inc. 1000 Petroleum Building 110 Sixteenth Street Denver, Colorado 80202

1/15th --

percent of secord title of the above-designated oil and gas lease issued effec-

4/15ths -

92753

715 Republic Building 1612 Tremont Place Denver, Colorado 80202

General American Oil Company of Texas 1. 1/3rd -Suite 800, Anaconda Tower Building 555 17th Street

Denver, Colorado 80202

J. Ellerton Consultants, Inc. 7333 South Downing Circle East Littleton, Colorado 80122

7.00

The undersigned, as owner of

September 1, 1979 , hereby transfers and assigns to the assignee shown above, the record title tive (date) interest in and to such lease as specified below.

100%

AFTER RECORDING RETURN TO: PHILLIPS PETES/LEUM COMPANY 8055 E TUFTS AVE PARKWAY DENYER CO E0237

2... Describe the lands affected by this assignment (43 CFR 3101.2-3) Township 18 North, Range 48 East, MDM

5: Lots 1 thru 4, Style, NaSEA, SEASEA Section

Section 6: Lots 1 thru 6 7: Section

Lots 2 thru 4, SENNEY, EZSVY, EZSEY Section 18: Lots 1 thru 4, Fiet, SWANER, ENW, WESE,

Containing 1548.07 acres, more or less Eureka and Lander Counties, Nevada

SEE REASSIGNMENT RIDER ON BACK

3. What part of assignor(s) record title interest is being conveyed to assignee? (Give percentage or share)

4. What part of the record title interest is being retained by assignor(s)?

5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage.) Three percent of eight-eighths (3% of 8/8ths) tions; specify percentage.)

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage None

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding toyalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 171/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

7th day of Executed this

January

80 . 19

1776 Lincoln Street, Suite 818

(Assignor's Address)

Veal, her spouse

Denver, Colorado - (City)

80203 (State)

(Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

SAME AS ITEM 2

Assignment approved effective

M15 1

Request for Approval of Assignment Films

cities to the foods ...rils Operation FEB 26 1980

In Lead Case M-1758

(Title)

(Date)

NOTE: This fund may be reproduced provided that copies are exact reproduction William Englished Siles of this official form in accompance with the provisions of 43 CFR 3106

	PART II - ATTACHED TO N-20417
ASSIGNEE'S REQUES	T FOR APPROVAL OF ASSIGNMENT
4. Assignee is the sole party in interest in this assignment must be furnished as prescrit.  5. Filing fee of \$10 is attached (see Item 2 of 6. Assignee's interests, direct and indirect, chargeable acres in options and leases in each leasing district in Alaska.  7. Corporate qualifications for DEPC qualifications and power of attomations. Assignee Agrees to be bound by the terms a is approved by the Authorized Officer of the Bullion form as submitted in litra of official Form and contains.	do not exceed 200,000 acres in oil and gas options, or 246,080 in the same state, or 300,000 chargeable acres in leases and options CO, Inc. are in file C-0127473, and corporate rapy for NICOR Exploration Company in file C-25140 and provisions of the lease described here, provided the assignment areau of Land Management.  I still of the provisions thereof as of the date of filing of this assignment, its made herein are true, complete, and correct to the best of under-
Executed this 8th day of January	, 1980.
M. F. Yost, Assistant Secretary	By: Am Kempen
SEAL Affixed	(Assignee's Signéture) R. M. Kenyon, Vice President

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## REASSIGNMENT RIDER

Assignces accept this Assignment with the express understanding that its provisions will apply to any renewal, exchange, extension or alteration of the basic Lease, in whole r in part. If the Assignees, their successors or assigns, should at any time desire to lease, relinquish, surrender, or let expire said Oil and Gas Lease as to all or any tion of the above described lands, Assignees shall notify Assignor in writing at least ty-five (45) days in advance of the proposed release, relinquishment, surrender, or piration date. Assignor shall have the right within fifteen (15) days after receipt any such notice to elect to take reassignment of said Oil and Gas Lease, or any portion thereof. In the event Assignor so elects, he shall notify Assignees in writing within said fifteen (15) day period, and Assignees shall reassign to Assignor the interest which Assignees have elected to release, relinquish, surrender, or let expire. Any reassignment under the terms of this paragraph shall be free and clear of all burdens, encumbrances, or outstanding interests other than those existing on the day hereof.

STATE OF COLORADO) SS.

On this 7th day of January, 1980, before me, the undersigned Notary Public, personally appeared Harry K. Veal and Faye J. Veal, husband and wife, known to me to be the persons described in and who subscribed, signed and executed the within and foregoing instrument, and duly acknowledged to me that they executed said instrument as their own free and voluntaty act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.

My Commission Expires: December 7, 1984 Notary Public Signature
Magaret S. Feely

Notary's Name

Denver, Colorado Notary's Residence

## ATTACHED TO N-20417

STATE OF COLORADO	) SS.	CORPORATE ACKNOVLEDGEMEN
COUNTY OF DENVER	)	

On January 8, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared R. M. Kenyon known to me to be the Vice President, and M. F. Yost known to me to be the Corporate Assistant Secretary of DEPCO, Inc. the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same pursuant to its by-laws or a resolution of its board of directors

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said State the day and year in this certificate first

sion expires:

Notary Public Viola K. Gourdin in and

for said State

RECORDED AT REQUEST OF Phillips Petroleum Co. ECOK 121 14 193

84 FEB 10 All: 28

EUREKA CUCHI WIEWADA ILII. REDALEATI, RECORDER 12.753 7.00