

STATE OF NEVADA)
 COUNTY OF EUREKA)

: ss.

A S S I G N M E N T

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt and the sufficiency of which are hereby acknowledged, AMOCO PRODUCTION COMPANY, a Delaware corporation, whose mailing address is Box 800, Denver, Colorado 80201, hereinafter referred to as "Assignor," hereby does bargain, sell, assign, transfer and convey unto GETTY OIL COMPANY ("Getty") and NORTH CENTRAL OIL CORPORATION ("North Central") two-thirds (2/3) of its right, title, and interest in the oil and gas lease described on the attached Exhibit "A" insofar as it covers the land, lying in Eureka County, Nevada, also described on that Exhibit. That lease, insofar as covering that land, and that land, insofar as covered by that lease, will sometimes be referred to herein as the "lease acreage." The two-thirds interest assigned herein is to be taken in equal shares by each of Getty and North Central, to the end that the interest held in the lease acreage by Amoco immediately prior to this Assignment shall, immediately after this Assignment, be held in the following shares:

Amoco	1/3
Getty	1/3
North Central	1/3

Getty is a corporation with mailing address of P. O. Box 5237, Bakersfield, California 93308. North Central has a mailing address of P. O. Box 27491, 4545 Post Oak Place Drive, Suite 301, Houston, Texas 77027. Getty and North Central will be collectively referred to herein as "Assignees." This Assignment is made subject to the following terms, covenants, and conditions:

1. This Assignment is made subject to overriding royalties, production payments, net profits obligations, carried working interests, and other payments out of or with respect to production which are of record, to the extent that said royalties, payments, interests, or obligations burden production from the lease acreage; and each of the Assignees hereby assumes and agrees to pay, perform, or carry, as the case may be, a share of said royalties, payments, interests, or obligations proportionate to its share in the working interest in the lease acreage.

2. This Assignment is made subject to all the terms and express and implied covenants and conditions of the above described lease.

3. This Assignment is made without warranty of any kind.

4. The terms, covenants and conditions hereof shall be binding upon, and shall inure to the benefit of, Assignor and Assignees and their respective successors and assigns; and such terms, covenants and conditions shall be covenants running with the land above described, the lease acreage herein assigned and with each transfer or assignment of said land or lease acreage.

5. This Assignment is given in accord with and subject to the "Exploration Agreement and Operating Agreement" made between the parties hereto, dated to be effective September 1, 1978, and covering the Pine Valley Area in Eureka and Elko Counties, Nevada. The lease described in Exhibit "A" hereof, insofar as it comes to be owned jointly, through the force of this Assignment, by the parties hereto, shall be considered to be a lease committed to, and owned jointly under the terms of, that Agreement. It may be noted by way of illustration and not of limitation that the Agreement and its attachments

contain provisions governing payment of delay rentals on the lease acreage, and governing the joint exploration and development of that acreage.

TO HAVE AND TO HOLD the interest assigned in the opening paragraph hereof unto Assignees, their successors and assigns, subject to the terms, covenants and conditions hereinabove set forth.

EXECUTED this 26th day of November, 1984.

AMOCO PRODUCTION COMPANY

BY Claud Neely Dem
Its Attorney-in-Fact

APPROVED
JLB
ML
PL

DCM:das
110884
ASG945

STATE OF COLORADO)
CITY AND : ss.
COUNTY OF DENVER)

On this 26th day of November, 1984, personally appeared before me, a Notary Public in and for the City and County of Denver, CLAUD NEELY, known to me to be the person whose name is subscribed to the within instruments as the Attorney-in-Fact of AMOCO PRODUCTION COMPANY, a Delaware corporation, and acknowledged to me that he subscribed the name of said corporation thereto, as principal, and his own name as Attorney-in-Fact, freely and voluntarily and for the uses and purposes therein mentioned.

Albert J. Flint
Notary Public

My Commission expires:

My Commission Expires June 15, 1986



LEASE SCHEDULE

EXHIBIT "A" PAGE 1 of 1 STATE OF Nevada COUNTY OF Eureka

LEASE NO.	LESSOR	LESSEE	DATE	DESCRIPTION	RECORDED BOOK PAGE	Doc. No.	
647415	Dominek J. Pieretti, a married man dealing in his own separate property, and Tosca P. Sullivan and John J. Sullivan, wife and husband.	Cities Service Company	5-17-82	<p>Township 29 North, Range 52 East, M.D.M. As to rights down to and including, but not below, the stratigraphic equivalent of 9,000 feet. Section 4: Lot 3, SE/4NW/4, SW/4 Section 5: SE/4, SW/4NE/4 Section 8: E/2 Section 9: W/2 Section 16: NW/4, W/2SW/4 Section 17: NE/4 Section 21: NW/4</p>	104	215	85088

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RECORDED AT REQUEST OF
 Alaska Coastal Oil Corp.
 BOOK 134 PAGE 25

OFFICIAL RECORDS
 EUREKA COUNTY, NEVADA
 H.M. HEBALENTI, RECORDER
 FILE NO. 983723
 FEB 1 8 00

BOOK 134 PAGE 28