

STATE OF NEVADA
COUNTY OF EUREKA

)
: ss.
)

ASSIGNMENT

KNOW ALL PERSONS 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, AMOCO PRODUCTION COMPANY, a Delaware corporation, Box 800, Denver, Colorado 80201, GETTY OIL COMPANY, Box 11148, Bakersfield, California 93388 and NORTH CENTRAL OIL CORPORATION, 6001 Savoy, Suite 600, Houston, Texas 77036, hereinafter referred to as "Assignor" hereby do bargain, sell, assign, transfer, and convey unto BOSWELL ENERGY CORPORATION, 6600 N. Harvey, Six Broadway Executive Park, Suite 100, Oklahoma City, Oklahoma 73116, its successors, and assigns, hereinafter referred to as "Assignee," seventy-five percent of their right, title and interest in and to the following referenced oil and gas leases, covering lands situated in Eureka County, State of Nevada to wit:

See Attached Exhibit "A"

insofar as said leases cover the following described land in said County and State, to wit:

See Attached Exhibit "A"

(said leases and land sometimes being referred to herein as "lease acreage,") subject to the following terms, covenants and conditions:

1. As to any wells drilled on said lease acreage by the Assignee after the delivery of this assignment, the Assignee shall give the Assignor notice prior to the actual commencement and access to said wells and the derrick floor at all reasonable times and, upon request of the

Assignor, shall furnish to the Assignor well samples of all cores and cuttings consecutively taken, unless the Assignor elects to take such samples; and, at the request of the Assignor, the Assignee shall furnish to the Assignor copies of any electrical well formation surveys made, if Assignor participates in the proposed operations.

2. In the event that the Assignee should elect to surrender, abandon or release all or any of its rights in said lease acreage, or any part thereof, the Assignee shall notify the Assignor not less than 30 days in advance of such surrender, abandonment or release and, if requested so to do by the Assignor, the Assignee immediately shall reassign such rights in said lease acreage, or such part thereof, to the Assignor.

3. This assignment is made subject to all the terms and the express and implied covenants and conditions of said leases, to the extent of the rights hereby assigned, which terms, covenants and conditions the Assignee hereby assumes and agrees to perform with respect to the lands covered hereby. Said terms, covenants and conditions, insofar as the said lease acreage is concerned, shall be binding on the Assignee, not only in favor of the lessors, but also in favor of the Assignor and its successors and assigns.

4. This assignment is made without warranty of any kind.

5. All notices, reports and other communications, required or permitted hereunder, or desired to be given with respect to the rights or interest herein assigned or reserved, shall be deemed to have been properly given or delivered when delivered personally or when sent by certified mail or telegraph, with all postage or charges fully prepaid, and addressed to the Assignor and Assignee, respectively, as follows:

Assignor:

Amoco Production Company
Box 800
Denver, Colorado 80201

Gatty Oil Company
Box 11148
Bakersfield, California 93388

North Central Oil
Corporation
6001 Savoy, Suite 600
Houston, Texas 77036

Assignee:

Boswell Energy Corporation
6600 N. Harvey
Six Broadway Executive Park,
Suite 100
Oklahoma City, Oklahoma 73116

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

7. Assignors reserve and except unto themselves, their successors and assigns, the option and the exclusive right at any time, at all times and from time to time, to purchase all oil, gas (including casinghead gas), and other hydrocarbons produced and saved from said lease acreage. Payment for any oil, distillate, condensate and other liquid hydrocarbons purchased hereunder shall be made at Assignor's prevailing price for production of similar kind and quality in the field where produced on date of delivery. Payment for gas (including casinghead gas) purchased hereunder shall be made at the wellhead price under contracts for the sale of production of similar kind and quality prevailing in the field at the time such option and right initially is exercised; provided that, if Assignors shall contract for the resale of such gas at the wellhead, such payment shall be based upon the net proceeds accruing to Assignors at the wellhead under such contract.

It is understood and agreed that the right to purchase hereby reserved and excepted may be assigned by Assignors at any time, at all times and from time to time without limitation.

Notwithstanding the generality of the foregoing, if at any time while Assignors or their assignees are not exercising the right hereby reserved and excepted to purchase gas, Assignee receives a bona fide offer which it is willing to accept for the purchase of its interest in said gas from a prospective purchaser ready, able and willing to purchase Assignee's interest in such gas, Assignee shall immediately give written notice thereof to Assignors (by certified mail), including in said notice the name and address of such offeror, the price offered, and all other pertinent items and conditions of the offer. Assignors shall have a period of thirty (30) days after receipt of said notice within which to exercise their said right to purchase gas; provided, that if Assignors fail to exercise their right and option by mailing written notice of their acceptance within thirty (30) days after the receipt of the above mentioned notice, Assignee may accept said offer and complete said sale in accordance with said offer within forty-five (45) days; and provided further, that if Assignee fails to accept said offer or to complete said sale (at the price and under the terms and conditions specified in this offer) within said period of forty-five (45) days, the preferred right and option of Assignors under this Section shall be considered as revived, and Assignee shall not complete such sale to said prospective purchaser or to any other prospective purchaser unless or until said offer again has been presented to Assignors, as hereinabove provided, and Assignors have again failed to elect to purchase. In the event that Assignee completes any sale, the preferred right and option of Assignors

under this article shall also revive upon the termination of such contract to sale.

TO HAVE AND TO HOLD said lease acreage unto the Assignee, its successors and assigns, subject to the terms, covenants and conditions hereinabove set forth.

EXECUTED, this 5th day of March, 1985.

AMOCO PRODUCTION COMPANY

By *David M. Nulty*
Its Attorney-in-Fact



ATTEST:

GETTY OIL COMPANY

Secretary

ATTEST:

By *J. M. Zhe*
ITS ATTORNEY IN FACT

NORTH CENTRAL OIL CORPORATION

Charles R. Pirtle

Secretary
CHARLES R. PIRTLE
SECRETARY

PML:das
021585
CON704

SEAL
Affixed

By *A. Frank Klam*
President
A. FRANK KLAM
VICE PRESIDENT

STATE OF COLORADO)
CITY AND)
COUNTY OF DENVER)

ss.

On this 5th day of March, 1985, personally appeared before me, a Notary Public in and for Delaware County, A.B., known (or proved) 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.

SEAL
Affixed

Albert G. Flint
Notary Public

My Commission expires:

My Commission Expires June 15, 1986

TEXACO PRODUCING INC. (successor in interest to GETTY OIL COMPANY effective December 31, 1984) hereby joins in and ratifies this Assignment of Oil, Gas and Mineral Lease to the extent that it owns an interest in same.

TEXACO PRODUCING INC.

By J. W. Eke
Its Attorney in Fact

Attest Stephen M. May
Assistant Secretary

SEAL
Affixed

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 11th day of April, 19 85, before me, B. L. Sibert, a Notary Public in and for said State, personally appeared J. W. Eke, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument on behalf of GETTY OIL COMPANY, a wholly owned subsidiary of Texaco Inc., a Delaware corporation, the corporation therein named, and whose name is subscribed to the within instrument as the attorney-in-fact of said corporation, and acknowledged to me that he subscribed the name of said corporation thereto as principal, and his own name as attorney-in-fact, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.



B. L. Sibert
Notary Public in and for said State

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 11th day of April, 19 85, before me, B. L. Sibert, a Notary Public in and for said State, personally appeared J. W. Eke, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument on behalf of Texaco Producing Inc., a wholly owned subsidiary of Texaco Inc., a Delaware corporation, the corporation therein named, and whose name is subscribed to the within instrument as the attorney-in-fact of said corporation, and acknowledged to me that he subscribed the name of said corporation thereto as principal, and his own name as attorney-in-fact, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.



B. L. Sibert
Notary Public in and for said State

STATE OF)
COUNTY OF) SS.

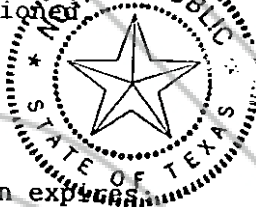
On this _____ day of _____, 1985, personally appeared before me, a Notary Public, _____, as _____ President of GETTY OIL COMPANY, and who acknowledged that he executed the above instrument freely and voluntarily and for the uses and purposes therein mentioned.

Notary Public

My Commission expires:

STATE OF *Texas*)
COUNTY OF *Harris*) SS.

On this *24th* day of *April*, 1985, personally appeared before me, a Notary Public, *A. Frank Klam*, as *Vice* President of NORTH CENTRAL OIL CORPORATION, and who acknowledged that he executed the above instrument freely and voluntarily and for the uses and purposes therein mentioned.



Rebecca L. Moncrief
Notary Public

My Commission expires _____

1-26-89

REBECCA L. MONCRIEF
Notary Public in and for the State of Texas
My Commission Expires _____

LEASE NO.	LESSOR	LESSEE	EXPIRATION DATE	DESCRIPTION	RECORDED BOOK	PAGE	DOC. NO.
645535---	Carol Crisp	Jerry Ryan	3-26-92	Township 27 North, Range 51 East, MDB&M Sec. 13: A parcel of land located in the NE 1/4 of the section more particularly described as follows: Commencing at the East 1/4 corner of said section 13 thence N 60° 01' W 2630.54 feet to corner #1, the point of beginning, thence N 1325.50 feet to corner #2, a point on the Section line between Sections 12 and 13, thence E 1939.23 feet to corner #3, a point on the northwesterly Right-of-way line of Nevada State Highway #20, thence S 34° 50' W along said Right-of-way line 1614.85 feet to corner #4, thence W 1016.84 feet to corner #1, the point of beginning, containing 44.9 acres, more or less. (TAX LOT 1)	102	248	84185
645536-A-	Francis J. Cocking, ETUX	Jerry Ryan	3-26-92	Township 27 North, Range 51 East, MDB&M Sec. 13: A parcel of land located in the NE 1/4, more particularly described as follows: Commencing at the East 1/4 corner of said Section 13 thence West a distance of 2158.95 feet along the 1/4 section line to a point on the NW'ly Right-of-way line of Nevada State Highway #20, thence N. 34° 50' E. along Right-of-way line 1179.30 feet to corner #1 the point of beginning, thence continuing N. 34° 50' E. 422.13 feet to corner #2, thence W 1378.34 feet to corner #3, a point on the North-South 1/4 section line of said Section 13, thence South along said 1/4 Section line 346.50 feet to corner #4, thence East 1137.23 feet to corner #1 the point of beginning, containing 10.0 acres, more or less. (TAX LOT 5)	102	246	84184

LEASE NO.	LESSOR	LESSEE	EXPIRATION DATE	DESCRIPTION	RECORDED BOOK PAGE		DOC. NO.
645336-B-	Ralph R. Cocking, ETUX	Jerry Ryan	3-26-92	Township 27 North, Range 51 East, MDB&M Sec. 13: A parcel of land located in the NE 1/4, more particularly described as follows: Commencing at the East 1/4 corner of said Section 13 thence West a distance of 2158.95 feet along the 1/4 Section line to a point on the Nw'ly Right-of- way line of Nevada State Highway #20, thence N. 34°50' E., along Right-of-way line 1179.30 feet to corner #1 the point of beginning, thence continuing N. 34°50' E. 422.13 feet to corner #2, thence W 1378.34 feet to corner #3, a point on the North-South 1/4 Section line of said Section 13, thence South along said 1/4 Section line 346.50 feet to corner #4, thence East 1137.23 feet to corner #1 the point of begin- ning, containing 10.0 acres, more or less. (TAX LOT 5)	102	244	84183
645845---	Pierre Estella	Jerry Ryan	4-30-92	Township 27 North, Range 51 East, MDB&M Sec. 13: A parcel of land in E1/2NE1/4 and SW1/4NE1/4 more particularly described as follows: Beginning at Corner #1, which is also the east 1/4 corner of Sec. 13; running thence W. 2028.62 feet to corner #2, a point in the SE'ly right-of-way line of State Highway #20; thence N. 34°50' E., 1922.74 feet along said right-of-way line to corner #3; thence S. 55°10' E., 628.20 feet to Corner #4; thence N. 34°50' E., 561.40 feet to corner #5; thence N. 1°13' W., 210.90 feet to corner #6; thence N. 55°10' W., 504.27 feet to corner #7; thence N. 34°50' E., 461.57 feet to corner #8; thence E. 191.53 feet to corner #9; thence S. 2640.00 feet to corner #1, the place of beginning, containing 55.52 acres, more or less.	102	455	84311

RECORDED AT REQUEST OF
Boswell Energy Corp.
BOOK 143 PAGE 558
86 APR 21 A 8:24
OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
MIN. REBALANCE RECORDER
FILE NO. 102482
FEE \$ 13.00