

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENTTRANSFER, ASSIGNMENT, OR SUBLEASE
OF OPERATING RIGHTS IN OIL AND GAS LEASEFORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1985Lease Serial No.
N-11343Lease effective date
MAY 1, 1975

PART I

1. Assignee's Name

BOSWELL ENERGY CORPORATION

Address (include zip code)

6600 N. Harvey, Six Broadway Executive Park, Suite #100
Oklahoma City, Oklahoma 73116

The undersigned, as owner of 100 percent of operating rights in the above-designated oil and gas lease, hereby transfers, assigns, and/or subleases to the assignee shown above, the operating rights in such lease as specified below.

2. Describe the lands affected by this transfer, assignment, and/or sublease (43 CFR 3101.2-3 or 3101.1-4)

conditions set forth
in Exhibit I attached
hereto.

Township 27 North, Range 51 East, M.D.M.

Section 11: NE/4

EUREKA COUNTY, NEVADA

Containing: 160.00 acres.

Unit Terms: Big Pine Creek
Subject: 14-08-800-1943
Unit Operator
Unit Operator.

UNIT AGREEMENT
(N-3518), approved
12/8/1982

APR 22 1985

3. Specify interest or percent of operating rights being conveyed to assignee	100%
4. Specify interest or percent of operating rights being retained by assignor	0%
5. Specify overriding royalty interest being reserved by assignor	3%
6. Specify overriding royalty previously reserved or conveyed, if any	4%

7. If any payments out of production have previously been created out of this interest, or if any such payments are being reserved under this transfer, assignment, or sublease, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106.

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 royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 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.

Executed this 5TH day of March, 19 85.
AMOCO PRODUCTION COMPANY

BY:

(Assignor's Signature)

ITS ATTORNEY-IN-FACT

P.O. BOX 800

(Assignor's Address)

DENVER, COLORADO 80201

(City)

(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, fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective JUN 01 1985

By: Mark S. Kohl
(Authorized Officer)

Chief, Branch of Lands
& Minerals Operations

(Title)

SEP 13 1985

(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with provisions of 43 CFR 3106.

631496

BOOK 145 PAGE 026

**ASSIGNEE'S APPLICATION FOR APPROVAL OF TRANSFER
OF OPERATING RIGHTS AND/OR OPERATING AGREEMENT (SUBLEASE)**

- A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0-5(b)) in this assignment are:
1. Citizens of the United States or qualified alien stockholders in a domestic corporation; association of the United States; or any State or Territory thereof; or municipalities.
 2. Of the age of majority in the State where the lands to be assigned are located.
 3. In compliance with the acreage limitation set forth in 43 CFR 3101.1-5 and 3101.2-4.
- B. ASSIGNEE AGREES That, upon approval of this transfer of operating rights and/or operating agreement (sublease) by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the interests covered by this assignment, including, but not limited to, the obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to the regulations (43 CFR 3104.2).
- C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 14th day of May, 1985
BOSWELL ENERGY CORPORATION

By: Jack C. Nelson
(Assignee's Signature)
Jack C. Nelson, Vice President

6600 N. Harvey, Suite 100

(Assignee's Address)

ATTEST:

Sherry L. Kirby
Secretary

**SEAL
Affixed**

Oklahoma City, OK 73116

(City)

(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.

INSTRUCTIONS

1. USE OF FORM - Use only for assignment of operating rights (including working interests) in oil and gas leases. If transfer of operating rights is accompanied by an operating agreement, a single copy of such agreement must be submitted with the assignment. If more than one transfer of operating rights is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.
2. FILING AND NUMBER OF COPIES - File three (3) completed

and manually signed copies in the appropriate BLM office. A \$25.00 nonrefundable filing fee must accompany this assignment. File assignment within ninety (90) days after date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT - The assignment, if approved, takes effect on the first day of the month following the date of filing of all required papers. If an operator's bond is required, it must be furnished prior to approval of the assignment.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval.

AUTHORITY: 30 U.S.C. et. seq.

PRINCIPAL PURPOSE - The information is to be used to process the assignment and request for approval.

ROUTINE USES:

- (1) The adjudication of the assignee's rights to the land or resources.
- (2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources.
- (3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
- (4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION - If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that: This information is being collected pursuant to the law (43 CFR 3106-3(c)). This information will be used to create a record of lease assignment. Response to this request is required to obtain a benefit.

NEVADA

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

On this 5TH day of March, A.D. 1985, personally appeared before me, a Notary Public in and for Denver County, CLAUD NEELY known (or proved) to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of AMOCO PRODUCTION COMPANY, and acknowledged to me that he subscribed the name of AMOCO PRODUCTION COMPANY thereto as principal, and his own name as Attorney-in-Fact, freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.



My commission expires:

My Commission Expires June 15, 1986

Albert G. F. Lind
Notary Public

Amoco Building
Denver, Colorado 80202

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared A. FRANK KLAM, Vice President, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said NORTH CENTRAL OIL CORPORATION, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29th day of April, 19 85



Rebecca L. Moncrief
REEBECA L. MONCRIEF

Notary Public in and for the State of Texas
My Commission Expires 1-26-89

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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. N. EL
Its Attorney in Fact

Attest Stephen M. Mungell
Assistant Secretary

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.

Executed this 21st day of March, 19 85.

Getty Oil Company

By:

J. N. EL
(Assignor's Signature)
ITS ATTORNEY IN FACT

Box 11148

(Assignor's Address)

Bakersfield, CA 93388

(City)

(State)

(Zip Code)

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.

Executed this 29th day of April, 19 85.

North Central Oil Corporation

By:

A. Frank Klam
(Assignor's Signature)
~~President~~ A. FRANK KLAM
VICE PRESIDENT

6001 Savoy, Suite 600

(Assignor's Address)

Houston, Texas 77036

(City)

(State)

(Zip Code)

STATE OF OKLAHOMA)

COUNTY OF OKLAHOMA)

Before me the undersigned, a Notary Public, in and for the County and State aforesaid on this 16th day of May, 1985, personally appeared Jack C. Nelson to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My Commission Expires

April 29, 1989

SEAL
Affixed

Susan L. Henry
Notary Public

EXHIBIT "I"

1. The lease acreage covered hereby is assigned by Assignor and accepted by Assignee subject to the overriding royalties, production payments, net profits obligations, carried working interests and other payments out of or with respect to production which are of record on October 15, 1984, and with which said lease acreage is encumbered; and Assignee hereby assumes and agrees to pay, perform or carry, as the case may be, each of said overriding royalties, production payments, net profits obligations, carried working interests and other payments out of or with respect to production to the extent that the same are or remain a burden on the lease acreage herein assigned.

2. In addition to any and all other overriding royalties, production payments and other encumbrances to which said lease acreage may be subject, Assignor hereby excepts and reserves unto itself, its successors or assigns, the percentage of overriding royalty described in the assignment to which this exhibit is attached. The respective overriding royalties reserved herein shall cover:

a. all oil, distillate, condensate and other liquid hydrocarbons produced and saved from the lease acreage, which shall be delivered free of all cost and expense, except taxes on production, at the well or wells on the land above described or, at Assignor's option, to the credit of Assignor into the pipeline to which said well or wells may be connected;

b. The proceeds of the sale or if no sale of the market value, to be determined by comparable sales in the area, at the well, of all gas and casing-head gas produced and saved from the lease acreage, which shall be paid to Assignor free of all cost and expense, except taxes on production; and,

provided that, at his election, Assignee shall be, and is hereby authorized to pool and combine the lease acreage, or any portion thereof, with other leases and lands, or interests therein, so as to form a consolidated unit, but,

in the event said lease acreage, or any portion thereof, shall be pooled and unitized by Assignee with other leases and lands, or interests therein, whether voluntarily or by appropriate order of governmental authority, so as to form a consolidated unit, a proportionate part of all production from said consolidated unit, without regard to the location of the well or wells within said consolidated unit from which produced, equal to that proportionate part thereof which the aggregate number of surface acres in said lease acreage included in said consolidated unit bears to the aggregate number of surface acres in all of said consolidated unit, shall be treated as though produced in its entirety from said lease acreage, or portion thereof, included in said consolidated unit; and the overriding royalty hereinabove excepted and reserved by Assignor shall be applicable to, and shall constitute a burden against, such proportionate part of said production from said consolidated unit.

3. With respect to the overriding royalty herein excepted and reserved by Assignor, Assignor and Assignee agree, as follows:

(a) That said overriding royalty shall extend to any extensions or renewals of the leases within 6 months of the expiration of the leases.

(b) That oil and gas used in drilling and operations of said lease acreage and in the handling of production therefrom shall be deducted before said overriding royalty is computed.

(c) That Assignee shall furnish to Assignor authentic itemized monthly reports of all production from said lease acreage, such reports to be mailed not later than the date similar information is required to be furnished under State laws, rules and regulations to the regulatory body having jurisdiction.

(d) That in the event the lease or the interest herein conveyed covers less than all the oil and gas mineral rights lying in and under that land described from the surface thereof down to the above specified subsurface depth, said overriding royalty, insofar as it pertains to oil, distillate, condensate, other liquid hydrocarbons, gas and casinghead gas produced

and saved from said lease acreage shall be proportionately reduced.

4. As to any wells which Assignee proposes to drill on said lease acreage after delivery of this transfer of operating rights, Assignee shall give Assignor notice thereof prior to commencing the actual drilling of any such well, shall permit Assignor to have access to said wells and the derrick floors thereof at all reasonable times and, upon request of Assignor, shall furnish to Assignor well samples of all cores and cuttings consecutively taken, unless Assignor elects to take such samples itself; and at the request of Assignor, Assignee shall furnish to Assignor copies of any electrical well formation surveys made.

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

6. The terms, covenants and conditions hereof shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective heirs, successors and assigns; and such terms, covenants and conditions shall be covenants running with that land described in the lease acreage hereby 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.

RECORDED AT REQUEST OF
Boswell Energy Corp.
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86 JUN 5 AM 10:38

OFFICIAL RECORDS
CLERK COUNTY, NEVADA
JULIA BAILEY, RECORDER
FILE NO. 102930
FEE \$ 13.00