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CHEVRON U.S.A. INC.

By Peggy S. DeBry

ASSIGNMENT OF OIL AND GAS LEASES

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THIS ASSIGNMENT, made and entered into as of the 7th day of March, 1986, by and between CHEVRON U.S.A. INC., a Pennsylvania corporation, as "Assignor," and MOBIL OIL CORPORATION, a New York corporation, as "Assignee;"

WITNESSETH:

THAT, WHEREAS, Gulf Oil Corporation, a Pennsylvania corporation, as Lessee, entered into those Oil and Gas Leases, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof; which lease and the lands therein described are hereinafter referred to as "said leases;" and

WHEREAS, Gulf Oil Corporation has changed its name to Chevron U.S.A. Inc., the Assignor hereunder; and

WHEREAS, Assignor desires to transfer, assign and convey unto Assignee, its successors and assigns, a portion of Assignor's right, title, and interest in said leases, in order to comply with the terms and conditions of that certain unrecorded agreement dated March 7, 1986 between the parties hereto.

NOW, THEREFORE, for a valuable consideration receipt of which hereto, as hereinafter provided:

1. Assignor hereby transfers, assigns and conveys unto Assignee an undivided fifty percent (50%) of Assignor's right, title, and interest in and to said leases and in the lands leased thereby, together with an undivided fifty percent (50%) of Assignor's interest in the leasehold estates created by said leases.
2. Assignee expressly agrees to assume fifty percent (50%) of all the rights, benefits and obligations of Lessee under said leases.
3. Assignee expressly agrees that this assignment is made subject to the terms and conditions of that certain Assignment of Overriding Royalty

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This document is recorded as an ACCOMMODATION ONLY and without liability for the consideration therefor, as to the validity or sufficiency of said instrument or for the effect of such recording on the title of the property involved.

Agreement between the parties hereto, as Assignor, and TerraScan Group, Inc., as Assignee, entered into on March 7, 1986 and which is set forth in Exhibit "E" to that certain Settlement Agreement of even date between the parties hereto and TerraScan Group, Inc., et al. and which is by reference incorporated herein and made a part hereof.

4. Assignor makes no warranty of title, express or implied, and warrants only that it has not assigned, transferred, conveyed, encumbered or otherwise hypothecated any interest in said leases except as otherwise stipulated in Paragraph 3. above.

5. This assignment is expressly made subject to that certain unrecorded Geological, Geochemical and Geophysical Study Agreement dated March 7, 1986 between the parties hereto.

6. The provisions of this assignment shall be binding upon and shall inure to the benefit of the heirs, devisees, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this assignment to be duly executed as of the day and year first written above.

CHEVRON U.S.A. INC.

By

H. P. Walker
Assistant Secretary

MOBIL OIL CORPORATION

By

C. E. Rogers
SPC
258
Attorney in Fact

State of Colorado, } ss.
COUNTY OF DENVER }

CO 8857 (10-72)

On June 12, 1986

before me, the undersigned, a Notary Public in and for said County and State, per-

sonally appeared C.E. Remy

SEAL
AFFIXED

known to me to be the person whose name is subscribed to the within instrument as
an attorney in fact of MOBIL OIL CORPORATION, and acknowledged to me that he
subscribed the name of MOBIL OIL CORPORATION, thereto as principal and his
own name as attorney in fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal
the day and year in this certificate first above written.

Claudia C. Soustek
Notary Public in and for said County and State

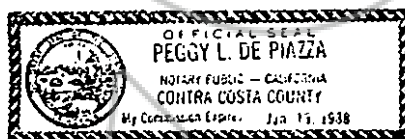
My Commission Expires 2-9-88

State of California) ss.
County of Contra Costa)

On May 23, 1986, before me, PEGGY L. DE PIAZZA

, a Notary Public
in and for said County and State, duly commissioned and sworn, personally appeared H.P. WALKER, personally known to
me ~~(or proved to me on the basis of satisfactory evidence)~~ to be Assistant Secretary of CHEVRON U.S.A. INC., the
Corporation described in and that executed the within instrument, and also known to me to be the person who executed it
on behalf of the said Corporation therein named, and acknowledge to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the County and State
aforesaid the day and year in this certificate above written.



Peggy L. DePiazza
Notary Public in and for the County of
Contra Costa, State of California

LD 192 KD 6 859
Printed in U.S.A.

EXHIBIT "A"

Attached and made a part of that certain Assignment of Oil and Gas Leases made and entered into as of the 7th day of March, 1986, by and between
Chevron U.S.A. Inc., Assignor, and Mobil Oil Corporation, Assignee.

	<u>Lease No.</u>	<u>Lessor</u>	<u>Lease Date</u>	<u>Document No.</u>	<u>Book/ Page</u>	<u>Recording Date</u>	<u>County</u>
1.	A810980	Robert W. Spielman, et ux.	9-13-77	64266	62/114	11-23-77	Eureka
2.	A810970	Loudy Ranch, a Partnership	9-16-77	65447	64/323	6-26-78	Eureka
3.	A810960	George L. Parman, et ux.	9-26-77	65448	64/325	6-26-78	Eureka
4.	A810990	Grace Mae Stiller	9-13-77	65446	64/321	6-26-78	Eureka
5.	A811700	Leo J. Puccinelli, et al.	6-14-82	86084	107/347	1-14-83	Eureka
				172802	414/144	1-25-83	Elko
6.	A811720	William S. McKinley, et al.	7-13-82	86081	107/335	1-14-83	Eureka
				172799	414/131	1-25-83	Elko
7.	A811730	John M. McKinley	6-13-82	86082	107/340	1-14-83	Eureka
				172800	414/136	1-25-83	Elko
8.	A815220	Maggie Creek Ranch, Inc.	6- 1-82	90013	116/180	11- 1-83	Eureka
				183694	440/54	10-19-83	Elko
9.	A811010	Palisade Ranch, Inc.	7-17-82	87493	110/376	4-26-83	Eureka
10.	A811280	D. C. Layton Ranches	7- 2-82	174356	418/460	4- 8-83	Elko
11.	A811290	John C. Carpenter, et ux.	7-16-82	172786	414/100	1-24-83	Elko
12.	A811310	Andrew J. Magnuson	7-16-82	169633	407/411	11- 3-82	Elko
13.	A811520	Dorothy E. Griffin	7-14-82	172720	413/657	1-20-83	Elko
14.	A811300	Betty R. Bear	7-21-82	174357	418/462	4- 8-83	Elko
15.	A811410	Dorothy Griffin	6-30-82	174537	419/163	4-12-83	Elko
16.	A811000	Charles L. Bispo, et ux.	9- 3-82	86083	107/345	1-14-83	Eureka
				172801	414/141	1-25-83	Elko
17.	A811420	Lido A. Puccinelli	9- 9-82	173683	416/419	3- 2-83	Elko
18.	A811430	Leo J. Puccinelli, et ux.	9- 9-82	174536	419/158	4-12-83	Elko
19.	A811440	Melvin R. Jones, et ux.	9- 6-82	87492	110/370	4-26-83	Eureka
				174361	418/475	4- 8-83	Elko
20.	A811530	Lynda M. Frounfelker	9-16-82	172773	414/49	1-24-83	Elko
21.	A811450	Ryon R. Puett	9-21-82	174358	418/464	4- 8-83	Elko
22.	A811550	Rowenna Walker	9-23-82	183693	440/51	10-19-83	Elko
23.	A811560	Marguerite McBride	9-20-82	183690	440/41	10-19-83	Elko
24.	A811540	Ruth Tomera	11-18-82	183691	440/44	10-19-83	Elko

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JERRY L. REYNOLDS
ELKO CO. RECORDER

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