

Form 3106-5  
(October 1952)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE  
TO OIL AND GAS LEASE

117494

-38-27-011-0017-00-N

FORM APPROVED  
ONIS NO. 1004-0034  
Expires: August 31, 1985

Lease Serial No.

N 43424

Lease effective date

7-1-86

FOR BLM OFFICE USE ONLY

New Serial No.

PART I

1. Assignor's Name Anadarko Petroleum Corporation

Address (include zip code) P.O. Box 1330  
Houston, Texas 77251-1330

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Assignment approved as to lands described below

Eureka County, Nevada  
Township 27 North, Range 51 East, MDM

SAME AS ITEM 2

Sec. 5: Lots 1,2,3,4, S $\frac{1}{2}$ N $\frac{1}{2}$ , S $\frac{1}{2}$  (All)  
Sec. 6: Lots 1 thru 7, S $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ ,  
E $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$  (All)  
Sec. 7: Lots 1,2,3,4, E $\frac{1}{2}$ W $\frac{1}{2}$ , E $\frac{1}{2}$  (All)  
Sec. 18: Lots 1,2,3,4, E $\frac{1}{2}$ W $\frac{1}{2}$ , E $\frac{1}{2}$  (All)  
Sec. 27: All  
Sec. 34: All

containing 3805.86 acres

Approval does not warrant that either  
party to this transfer holds legal  
or equitable title to this lease.

1. Specify interest or percent of assignor's record title interest being conveyed to assignee	100%
4. Specify interest or percent of record title interest being retained by assignor, if any	NONE
5. Specify overriding royalty being reserved by assignor	5% of 8/8ths
6. Specify overriding royalty previously reserved or conveyed, if any	NONE

7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43CFR 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 25th day of March, 19 87.

Box 206, Old Magnolia Rd.

(Assignor's Address)

Perkinston, Ms. 39573

(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.

THE UNITED STATES OF AMERICA

Assignment approved effective MAY 03 1987

By *Marcus A. Smith*  
(Authorized Officer)

Chief, Branch of Lands  
& Minerals Operations

MAR 17 1988

(Title)

(Date)

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This form may be reproduced provided that copies are exact and no changes are made to this official form in any way.

## PART II

## ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

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; associations 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 assignment 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 lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said 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 to assure compliance with the terms and conditions of the lease and the applicable regulations.

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 31 day of March, 19 87.

James D. Johnson  
(Assignee's Signature)

James D. Johnson, Agent & Attorney-In-Fact

P. O. Box 1330

(Assignee's Address)

Houston Texas 77251-1330  
(City) (State) (Zip Code)

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## INSTRUCTIONS

1. USE OF FORM - Use only for assignment of record title interest in oil and gas leases. If more than one assignment 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 mutually signed copies in the appropriate BLM office. A \$25.00 nonrefundable filing fee must accompany the assignment. File assignment within ninety (90) days after date of final execution.

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

4. EFFECT OF ASSIGNMENT - Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does not change the terms and conditions of the lease or the lease anniversary date for purposes of payment of annual rental.

5. A copy of the lease out of which this assignment is made should be obtained from the assignor.

## 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. 181 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:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106-3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

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STATE OF TEXAS  
COUNTY OF HARRIS

SS.

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that James D. Johnson, to me personally known, and known to me to be the same person who executed the foregoing instrument as Agent and Attorney-in-Fact of Anadarko Petroleum Corporation, a corporation, appeared before me this day in person and, being first duly sworn, acknowledged that he is the Agent and Attorney-in-Fact of said corporation, and that said instrument was signed and delivered in behalf of said corporation by authority of its Board of Directors, and further acknowledged said instrument and his execution thereof to be the free and voluntary act and deed of said corporation, and his own free and voluntary act and deed for the uses, purposes and considerations therein expressed.

Given under my hand and official seal this 31<sup>st</sup> day of March, A.D., 1987.

*Velma J. Birks*

Notary Public  
VELMA J. BIRKS

Notary Public in and for the State of Texas  
My Commission Expires January 21, 1990

SEAL  
Affixed

My Commission Expires: 1-21-90

STATE OF MISSISSIPPI )  
COUNTY OF STONE ) SS.

The foregoing instrument was acknowledged before me this 25th day of March, 1987 by Mary Nan Spear and Howell Spear, her husband

Witness my hand and official seal.

*Lora Johnson*

Lora Johnson  
Notary Public  
Perkinston, Ms.

My Commission expires: 10-21-90

SEAL  
Affixed

RECORDED AT THE REQUEST OF  
Anadarko Petroleum Corp.  
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88 MAR 28 P2 56

OFFICIAL RECORDS  
CLERK COUNTY OF NEVADA  
FILE NO. 117494  
FEE \$ 7.00

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