

130616

Form 100-5
(March 1960)UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENTASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASEFORM APPROVED
OMB NO. 42-10599Lease Serial No.
N 17245Lease effective date
January 1, 1979

FOR BLM OFFICE USE ONLY

New Serial No.
SAME

PART I

1. Assignee's Name

DEPCO, Inc. (27.52)	NICOR Exploration (27.52)
Address (include zip code)	
1000 Petroleum Building	P. O. Box 948
Denver, Colorado 80202	Naperville, Illinois 60540

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 (43 CFR 3101.2-3)

Eureka County, Nevada
Township 18 North, Range 50 East
Section 4: Lots 1 thru 4, S/2 N/2, S/2 (all);
Section 5: Lots 1 thru 4, S/2 N/2, S/2 (all);
Section 6: Lots 1 thru 7, S/2 NE/4, SE/4 NW/4, E/2 SW/4, SE/4 (all).

Containing 2059.05 acres

It is the intent of this Assignment to assign 27.5% interest to DEPCO, Inc. and 27.5% interest to NICOR Exploration.

3. Specify interest or percent of assignor's record title interest being conveyed to assignee	55.00
4. Specify interest or percent of record title interest being retained by assignor, if any	45.00
5. Specify overriding royalty being reserved by assignor	0
6. Specify overriding royalty previously reserved or conveyed, if any	5.00

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 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 the 15th day of October
BUTTES RESOURCES COMPANY

19 80

Don F. Tankersley
(Assignor's Signature)
Don F. Tankersley, President

12700 Wilcrest Road, Suite 240
(Assignor's Address)

Dallas, Texas 75230
(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

SEAL
Affixed
Assignment approved effective

FEB 01 1981

By *Lester A. Jamell*
(Authorized Officer)

8001737

Chief, Lands & Minerals Operations

JAN 27 1981

BOOK 205 PAGE 475 (Title)

(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 the provisions of 43 CFR 3106.

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority.
2. Assignee is a citizen of the United States.
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed C-0127473.
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☒ is ☐ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106).
6. A filing fee of \$25.00 is attached.

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 11th day of November, 1980.
DEPCO, Inc.

By:

K. C. Rarum
(Assignee's Signature)
K. C. Rarum, Vice President

1000 Petroleum Building

(Assignee's Address)

ATTEST:

Michael D. Shepard
Michael D. Shepard, Secretary

Denver, Colorado 80202

(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.
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 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. Assignee's qualifications must be in full compliance with the regulations (43 CFR 3102). If bond is necessary, it must be furnished prior to approval of the assignment.
4. Statement of Interest of Other Parties - If assignee is not the sole party in interest in the assignment, assignee must submit, at the time assignment is filed, a signed statement giving the names of any other parties who will have an interest in the lease. Within fifteen (15) days after the filing of the assignment, the assignee and all such other interested parties must submit, together with evidence of their qualifications to hold the lease interest, separate, signed statements giving the nature and extent of the interest of each, the nature of agreement between them, if oral, and a copy of the agreement, if written.
5. Effect of Assignment - Approval of assignment of a distinctly 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.
6. 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 assignor'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.

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BPO 007-000

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared DON F. TANKERSLEY, 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 BUTTES RESOURCES COMPANY, 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 15th day of October 1980.

My commission expires:

February 5, 1981

Jeannette Holtzen, Notary Public in

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over the age of majority
2. Assignee is a citizen of the United States
3. Assignee is ☐ Individual ☐ Municipality ☐ Association ☒ Corporation. If other than an individual, assignee's statement of its qualifications are attached. If previously furnished, identify the serial number of the record in which filed C-25140
4. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,000 chargeable acres in options and leases in the same State, or 300,000 chargeable acres in leases and options in each leasing District in Alaska.
5. Assignee ☒ is ☐ is not the sole party in interest in this assignment. Information as to interests of other parties in this assignment must be furnished as provided in the regulations (43 CFR 3106)
6. A filing fee of \$25.00 is attached.

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 28 day of November, 1980.

NICOR Exploration Company

By: *P. G. Seges*
(Assignee's Signature)
P. G. Seges, President

ATTEST: *Jeannette Holtzen*
Assistant Secretary

P. O. Box 948
(Assignee's Address)

Naperville, Illinois 60540
(City) (State) (Zip Code)

RECORDED AT THE REQUEST OF

BOOK 205 PAGE 475

DeKalb Energy
89 NOV -2 P4287

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
M.M. REBALLEAU, RECORDER
FILE NO. FILE 5704

130616

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