

137131

# PARTIAL ASSIGNMENT OF OIL AND GAS LEASE

STATE OF NEVADA

COUNTY OF EUREKA

{ KNOW ALL MEN BY THESE PRESENTS:  
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THAT EP OPERATING COMPANY, a Texas limited partnership, whose mailing address is Post Office Box 2649, Dallas, Texas 75221-2649 ("ASSIGNOR"), for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has transferred and assigned and by these presents does hereby transfer and assign unto BERRY PETROLEUM COMPANY, whose mailing address is Post Office Bin X, Taft, California 93268, its successors and assigns ("ASSIGNEE"), without warranty of title, express or implied, an undivided thirty-three and one-third percent (33.333%) of ASSIGNOR'S right, title, and interest in and to that certain Oil and Gas Lease, dated May 6, 1988, between Daniel H. Russell and Roberta A. Russell, as Lessors, and Gary-Williams Oil Producer, Inc., as Lessee, recorded in Book 178, page 66 of the records of Eureka County, Nevada, covering the following described lands:

## Township 18 North, Range 50 East,

Section 28: SW/4NE/4, NW/4SE/4,

Section 30: NW/4NE/4, NE/4NW/4,

## Township 18 North, Range 51 East,

Section 18: Lots 3 and 4, E/2W/2, W/2E/2,

Section 19: Lots 1, 2, 3, and 4, E/2W/2, NW/4NE/4, W/2SE/4,

Section 30: Lots 1, 2, and 3, E/2NW/4, NE/4, N/2SE/4, NE/4SW/4,

containing 1,499.53 acres, more or less, all located in Eureka County, Nevada.

The Oil and Gas Lease described hereinabove shall hereinafter sometimes be referred to as the "Subject Lease," and the lands described hereinabove shall hereinafter sometimes be referred to as the "Subject Lands."

This assignment is expressly made subject, however, to the following reservations, terms, covenants, and conditions:

1. LEASEHOLD BURDENS: The interest hereby assigned in the Subject Lease shall bear its proportionate part of all royalties, overriding royalties, production payments, and other burdens upon production to which such Subject Lease was subject on the effective date hereof.

2. LEASEHOLD OBLIGATIONS: ASSIGNOR shall pay all rentals, shut-in royalties, or other charges necessary to be paid in order to maintain the Subject Lease herein assigned in full force and effect. ASSIGNEE shall reimburse ASSIGNOR upon submission of billing therefor for ASSIGNEE'S proportionate share of all charges applicable to the Subject Lands and Subject Lease accruing after the effective date of this Assignment and paid by ASSIGNOR. ASSIGNOR shall exercise reasonable diligence in the payment of such rentals, shut-in royalties, or other charges, but ASSIGNOR shall not be liable to ASSIGNEE for failure to pay any rental, shut-in royalty, or other charge unless such failure shall be willful.

3. RIGHT TO POOL SUBJECT LANDS: ASSIGNOR grants ASSIGNEE, insofar as ASSIGNOR has the right to do so and subject to the terms of the Subject Lease, the right to pool and combine the Subject Lands, or any portion thereof, with other leases or lands for the production of oil and/or gas.

4. LIENS: ASSIGNOR and ASSIGNEE agree that each party will keep its interest in the Subject Lease free and clear of all liens that might attach to the interest of the other party, whether by operation of law or otherwise.

5. EXISTING AGREEMENT: This Assignment is expressly made in conformance with and subject to the terms, covenants, and conditions of that certain Agreement, dated September 21, 1990, between ASSIGNOR and ASSIGNEE herein.

6. HEADINGS FOR CONVENIENCE: The paragraph headings used in this Assignment are inserted for convenience only and shall not be regarded in construing this Assignment.

TO HAVE AND TO HOLD the same unto the ASSIGNEE, its successors and assigns, according to the terms, covenants, and conditions of the Subject Lease, the ASSIGNEE to perform all such terms, covenants, and conditions thereof as to the Subject Lands, as well as all of the terms, covenants, and conditions hereof.

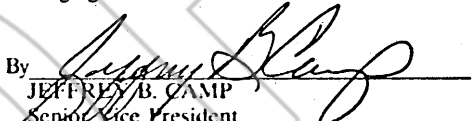
The reservations, terms, covenants, and conditions hereof shall be binding upon and shall inure to the benefit of ASSIGNOR and ASSIGNEE, their respective successors and assigns, and shall attach to and run with the Subject Lease and the Subject Lands and with each transfer or assignment thereof.

WITNESS THE EXECUTION HEREOF on this the 23<sup>rd</sup> day of March, 1991, but effective as of January 2, 1991.

ATTEST:

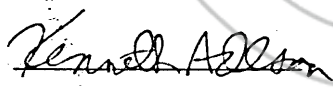
EP OPERATING COMPANY, a Texas limited partnership, By Enserch Exploration, Inc., Managing General Partner

  
CORPORATE SECRETARY

By   
JEFFREY B. CAMP  
Senior Vice President

"ASSIGNOR"

BERRY PETROLEUM COMPANY

  
Kenneth A. Olson  
Corporate Secretary/  
Treasurer

By   
RAYMOND L. HATCH  
Vice President  
Corporate Development  
Title: \_\_\_\_\_

"ASSIGNEE"

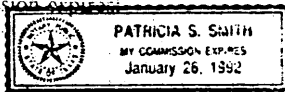
STATE OF TEXAS

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COUNTY OF DALLAS

On this 28<sup>th</sup> day of March, 1991, personally appeared before me, a notary public in and for Dallas County, Texas, JEFFREY B. CAMP, known to me to be the person whose name is subscribed to the within instrument as the Senior Vice President of ENSERCH EXPLORATION, INC., a Delaware corporation, as Managing General Partner of EP OPERATING COMPANY, a Texas limited partnership, and acknowledged to me that he executed the above instrument on behalf of ENSERCH EXPLORATION, INC., a Delaware corporation, as Managing General Partner of EP OPERATING COMPANY, a Texas limited partnership, freely and voluntarily and for the uses and purposes therein mentioned.

My commission expires:



Patricia S. Smith  
Notary Public

STATE OF California

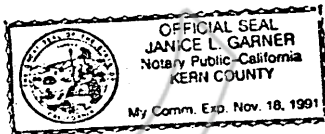
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COUNTY OF Kern

On this 22<sup>nd</sup> day of May, 1991, personally appeared before me, a notary public in and for Kern County, Raymond L. Water, known to me to be the person whose name is subscribed to the within instrument as the VP Corporate Development of BERRY PETROLEUM COMPANY, a Delaware corporation, and acknowledged to me that he executed the above instrument on behalf of the corporation freely and voluntarily and for the uses and purposes therein mentioned.

My commission expires:

Nov. 18, 1991



Janice L. Garner  
Notary Public

BOOK 223 PAGE 527  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
Ensearch Exploration  
91 JUN 24 P2:33

NV1.PA/DB023

EUREKA COUNTY, NEVADA  
M.N. RESALE/ATI. RECORDER  
FILE NO. FEES 7.00

137191