

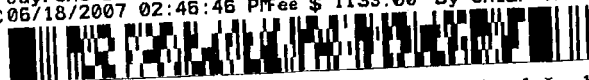
PARTIAL ASSIGNMENT OF OIL, GAS AND MINERAL LEASES

THE STATE OF UTAH
COUNTY OF SEVIER

DOC # 00347862

Assignment of Oil & Gas Lease B: 0573 P: 0474
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Pioneer Oil and Gas, whose address is 1206 W. South Jordan Parkway, Unit B, South Jordan, Utah 84095 and International Petroleum Limited Liability Company (aka International Petroleum LLC, International Petroleum, LLC and International Petroleum, L.L.C.), whose address is 4834 South Highland Drive, Creekside Place, Suite 200, Salt Lake City, Utah 84117 (hereinafter referred to collectively as "Assignors" and individually as "Assignor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, has BARGAINED, GRANTED, SOLD, TRANSFERRED, ASSIGNED and CONVEYED, and does by these presents BARGAIN, GRANT, SELL, TRANSFER, ASSIGN and CONVEY, subject to the reservations and other matters set forth below, unto Chief Exploration & Development LLC, whose address is 8111 Preston Road, Suite 600, Dallas, Texas 75225 (hereinafter referred to as "Assignee"), an undivided fifty percent (50%) Assignors' leasehold working interest in the Oil, Gas and/or Mineral Leases described in Exhibit "A" attached hereto and made a part hereof, as said Leases may have been amended, modified, extended and/or ratified (hereinafter, as amended, modified, extended and/or ratified, referred to as the "Leases").

TO HAVE AND TO HOLD the Leases in the undivided percentage set forth above unto Assignee, its respective successors and assigns, forever, subject to the following:

1. Subject to the terms and provisions of each of the Leases; and
2. Subject to the terms and obligations of that certain unrecorded Participation Agreement effective December 1, 2006, by and between Assignors and Assignee.

Assignors reserve unto themselves, their respective successors and assigns, in the proportions in which the Leases are owned by Assignors, a proportionately reduced overriding royalty interest in the Leases equal to the difference between the lessor's royalty and twenty-two and one-half percent (22.5%) of 8/8ths of the oil, gas and other hydrocarbons produced from the lands covered by the Leases. It is understood and agreed that any royalties or overriding royalty interests existing and of record as of the date of this Assignment in excess of the twenty-two and one-half percent (22.5%) shall be absorbed by the Assignors' reserved overriding royalty interest, it being the intent of Assignors and Assignee that Assignee receive a proportionately reduced seventy-seven and one-half percent (77.5%) net revenue interest in each of the Leases from Assignors.

This Assignment has been prepared in multiple counterparts, each of which constitutes an original document and all of which, when taken together, shall constitute a single instrument and shall have the same force and effect as if all parties had executed a single counterpart. The