

ORIGINAL, PLEASE RETURN TO FILING OFFICE

RECORDER NO: 67446H RECORDED: DEC 4 1978
 FEE \$12.50 TIME 12:30 PM BOOK 313 PAGE 285
 Margaret R. Evans, Box Elder Co. Recorder *Margaret R. Evans*

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FILON EXPLORATION CORPORATION of 1700 Broadway, Suite 2216, Denver, Colorado 80290 and NORTH CENTRAL OIL CORPORATION, 4545 Post Oak Place Drive, Suite 301, Houston, Texas 77027 (hereinafter referred to as "Assignors"), do hereby bargain, sell, transfer, assign and convey unto DOME PETROLEUM CORP. of 1600 Broadway, Suite 1500, Denver, Colorado 80202; THE LOUISIANA LAND & EXPLORATION COMPANY with offices at 518-17th Street, Suite 1500, Denver, Colorado 80202; CRUX LTD. of 1776 Lincoln Street, Denver, Colorado 80203; KENNETH D. LUFF of 1730 Colorado State Bank Building, Denver, Colorado 80202; ROBERT L. NANCE of P. O. Box 2536, Billings, Montana 59103; NORTH CENTRAL OIL CORPORATION of 4545 Post Oak Place Drive, Suite 301, Houston, Texas 77027 and FLYING DIAMOND OIL CORPORATION of 1700 Broadway, Suite 900, Denver, Colorado 80290 (hereinafter referred to as "Assignees"), in the following proportions:

DOME PETROLEUM CORP.	36%
THE LOUISIANA LAND & EXPLORATION COMPANY	20%
CRUX LTD	20%
KENNETH D. LUFF	5%
ROBERT L. NANCE	5%
NORTH CENTRAL OIL CORPORATION	10%
FLYING DIAMOND OIL CORPORATION	4%

their heirs, successors and assigns, without warranty of title either express or implied, all of their remaining right, title and interest in and to the oil and gas lease described as follows, insofar, but only insofar, as to the lands described:

Lessor: First Security Bank of Utah, National Association as Trustee Bank under Trust Agreement and conveyance in Trust dtd May 29, 1962, between Val A. Browning, et al, First Security Bank of Utah, N.A., and Matt S. Browning

Lessee: Filon Exploration Corporation
 Lease Date: March 10, 1977
 Recorded: Book 291, Page 375, records of Box Elder Co. UT

Description: Township 9 North, Range 7 West
 Section 28: SE $\frac{1}{4}$

Assignors except from this assignment and reserve unto themselves an Overriding Royalty of one-sixteenth (1/16th) of Eight eighths (8/8ths); two-thirds (2/3rds) in favor of Filon Exploration Corporation and one-third (1/3rd) in favor of North Central Oil Corporation, of all of the oil, gas hydrocarbons and all other associated substances produced, saved, and sold under the terms of the above described oil and gas lease insofar as it covers the lands

particularly described above; provided, however, that if the Lessor in said lease owns less than the entire and undivided mineral fee in said lands, then the Overriding Royalty herein reserved will be reduced proportionately.

Assignees, by acceptance hereof, agree that if the Palezoic Test Well provided for in that certain Letter Agreement dated June 21, 1977, between Filon Exploration Corporation as seller and Kenneth D. Luff, Robert L. Nance, Crux Limited, Glenn A. Dow and T. Keith Marks, as purchasers, is drilled and completed as a commercial producer of oil and/or gas, then at such time as the well, or otherwise, the cost of drilling, completing and equipping said well, plus the cost of operating the same until the payout date, then Filon Exploration Corporation and North Central Oil Corporation shall have the option, to be exercised jointly and not severally, of converting the aforementioned Overriding Royalty into an undivided Thirty percent (30%) working interest in said well and the production therefrom and in the oil and gas lease covered by this assignment insofar as it covers the lands heretofor particularly described, which Thirty percent (30%) working interest shall be owned in the proportion of Two-thirds (2/3) by Filon Exploration Corporation and One-third (1/3) by North Central Oil Corporation

This Assignment is made subject to all the terms and the express and implied covenants and conditions of the described oil and gas lease, to the extent of the rights hereby assigned. Assignees agree to assume and be responsible for the performance of all the obligations of Assignors pursuant to said lease insofar as it covers the lands heretofor particularly described.

The terms, covenants and conditions hereof shall be binding upon, and shall inure to the benefit of, Assignors and Assignees and their respective successors or assigns; and such terms, covenants and conditions shall be covenants running with the lands herein described and the leased acreage herein assigned and with each transfer or assignment of said land or leased acreage.

This Assignment is further made expressly subject to all of the conditions, covenants, reservations and exceptions set forth in that certain Letter Agreement dated June 21, 1977 between Filon Exploration Corporation and Kenneth D. Luff, Robert L. Nance, Crux Limited, Glenn A. Dow and T. Keith Marks, and also that

certain Operating Agreement dated April 1, 1978. This Assignment is made without warranty of title, either express or implied. Executed this 23rd day of October 1978.

ASSIGNOR

ATTEST:

[Signature]
Assistant Secretary

FILON EXPLORATION CORPORATION

By: [Signature]

ATTEST:

[Signature]

NORTH CENTRAL OIL CORPORATION

By: [Signature]

ASSIGNEES

ATTEST:

THE LOUISIANA LAND AND EXPLORATION COMPANY

By: [Signature]

ATTEST:

DOME PETROLEUM CORP.

By: [Signature]
E. C. Gent, Attorney-in-Fact ^{WSD}
CRUX LTD.

ATTEST:

By: [Signature]
Vice President
ROBERT L. NANCE

KENNETH D. LUFF

[Signature]

[Signature]

ATTEST:

[Signature]

NORTH CENTRAL OIL CORPORATION

By: [Signature]

ATTEST:

[Signature]
Michael H. North, Asst. Secretary

FLYING DIAMOND OIL CORPORATION

By: [Signature]
D. E. Brown, Exec. Vice President

UTAH CORPORATE ACKNOWLEDGMENT

STATE OF COLORADO)
COUNTY OF DENVER) ss.

On the 23rd day of October, 1978, personally appeared before me, STEVE R. OLTMAN, also known as _____, who being by me duly sworn (or affirmed), did say that he is the Treasurer of FILON EXPLORATION CORPORATION, and that said instrument was signed in behalf of said company by authority of its by-laws (or by resolution of its board of directors) and said Steve R. Oltman acknowledged to me that said corporation executed the same.

My Commission Expires: July 27, 1980

J.A. Johnson
Notary Public

Westminster, Co.
Residing at

UTAH CORPORATE ACKNOWLEDGMENT

STATE OF COLORADO)
COUNTY OF DENVER) ss.

On the 9th day of November, 1978, personally appeared before me, E. C. Gent, also known as _____, who being by me duly sworn (or affirmed), did say that he is the Attorney-in-Fact for DOVE PETROLEUM CORP. and that said instrument was signed in behalf of said company by authority of its by-laws (or by resolution of its board of directors) and said E. C. Gent acknowledged to me that said corporation executed the same.

My Commission Expires: My commission expires October 16, 1982

Mary K. Marcum
Notary Public

Denver, Colo.
Residing at

UTAH CORPORATE ACKNOWLEDGMENT

STATE OF COLORADO)
COUNTY OF DENVER) ss.

On the 6th day of November, 1978, personally appeared before me, Jerry L. Dennis, also known as _____, who being by me duly sworn (or affirmed), did say that he is the VICE PRESIDENT of THE LOUISIANA LAND & EXPLORATION COMPANY, and that said instrument was signed in behalf of said company by authority of its by-laws (or by resolution of its board of directors) and said Jerry L. Dennis acknowledged to me that said corporation executed the same.

My Commission Expires: 3.26.82

Joseph M. ...
Notary Public

Denver Colorado.
Residing at

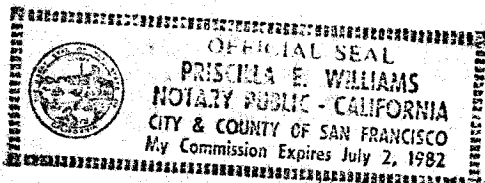
UTAH CORPORATE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

On the 10th day of November, 1978, personally appeared before me, Gary K. Guilford, also known as _____, who, being by me duly sworn (or affirmed), did say that he is the Vice President of CRUX LTD., and that said instrument was signed in behalf of said company by authority of its by-laws (or by resolution of its board of directors) and said Gary K. Guilford acknowledged to me that said corporation executed the same.

My Commission Expires:
July 2, 1982

Priscilla E. Williams
Notary Public
San Francisco, California
Residing at _____



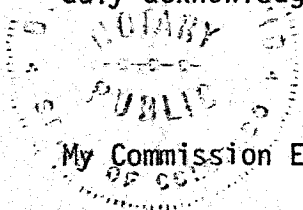
UTAH INDIVIDUAL ACKNOWLEDGMENT

STATE OF Colorado)
) ss.
COUNTY OF Denver)

On the 27th day of November, 1978, personally appeared before me Robert K. Stase, the signer of the above instrument, who duly acknowledged to me that he executed the same.

My Commission Expires: Sept 10, 1979

Liana Fairbank
Notary Public
Denver, Colorado
Place of Residence



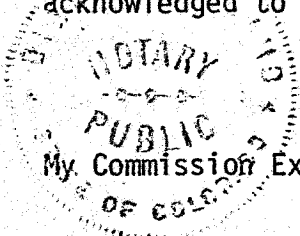
UTAH INDIVIDUAL ACKNOWLEDGMENT

STATE OF Colorado)
) ss.
COUNTY OF Denver)

On the 27th day of November, 1978, personally appeared before me Leannth [unclear], the signer of the above instrument, who duly acknowledged to me that he executed the same.

My Commission Expires: Sept 10, 1979

Liana Fairbank
Notary Public
Denver, Colorado
Place of Residence



UTAH CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

On the 27th day of Oct., 1978, personally appeared before me, CHARLES R. PIRTLE, also known as _____, who, being by me duly sworn (or affirmed), did say that he is the VICE PRESIDENT of NORTH CENTRAL OIL CORPORATION, and that said instrument was signed in behalf of said company by authority of its by-laws (or by resolution of its board of directors) and said CHARLES R. PIRTLE acknowledged to me that said corporation executed the same.

My Commission Expires: 9-14-79

Jay Apple
Notary Public
Place of Residence

