

Mid-Continent Association W. 8-20-20-20  
Form 11

Billings Blue Print  
Billings, Montana

### ASSIGNMENT OF OIL AND GAS LEASE

STATE OF \_\_\_\_\_ }  
 COUNTY OF \_\_\_\_\_ }  
 This instrument was filed for record on the  
 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_  
 o'clock \_\_\_\_\_ M., and duly recorded in book \_\_\_\_\_  
 Page \_\_\_\_\_ of the records of this office.  
 \_\_\_\_\_  
 Register of Deeds.  
 When recorded \_\_\_\_\_  
 Return to \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Energy Marketing Group, Inc. of  
3033 N.E. 33 Ave., Ft. Lauderdale, Fl., 33308  
 (hereinafter called Assignor), for and in consideration of One Dollar  
 (\$1.00) the receipt whereof is hereby acknowledged, does hereby sell,  
 assign, transfer and set over unto J. C. Maxwell of  
307 Peebles Ave., Franklin, KY., 42134

(hereinafter called Assignee), 100% interest in and to the oil and gas lease  
 dated May 1 1984, from Bea Rogalski  
703 Washington St., S. Cle Elum, Wa., 98943  
 to Energy Marketing Group, Inc., 3033 N.E. 33 Ave., Ft. Lauderdale, Fl., 33308  
XXXXXXXXXXXX Red O.G. Lec. XXXX #N-38673, insofar as said lease covers the following described land in  
Lincoln County, State of Nevada

Township 5 North, Range 65 E MDN

Sec: 23 N $\frac{1}{2}$ NW $\frac{1}{4}$   
 Sec: 24 N $\frac{1}{2}$ SW $\frac{1}{4}$

160 Acres Gross & Net.

of Section 23 & 24, Township 5 N, Range 65 E, and containing 160 acres more or less, together  
 with the rights incident thereto and the personal property thereon, appurtenant thereto, or used in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns; That the  
 Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property,  
 free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land  
 above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same  
 a full force have been duly performed; and that the Assignor surrenders and releases all rights of dower and consortium in  
 the premises above described.

Reserving however, unto the Assignors herein an overriding royalty of 37 of R/R

of all the oil, gas and other hydrocarbons produced, saved and marketed from the above described lands. This overriding royalty  
 and all other terms and conditions of this assignment shall apply to any and all extension, renewal and substitute leases obtained  
 by Assignee, its successors or assigns on the land described herein. If said oil and gas lease covers less than the full fee simple  
 state in the oil, gas and other hydrocarbons under any tract or tracts of the land assigned hereby, the overriding royalty herein  
 reserved by Assignors, with respect to that tract or tracts, shall be proportionately reduced.

In the event Assignee desires to surrender said lease as to all or any part of the acreage covered thereby, said Assignee  
 agrees to notify Assignor by registered mail, at least 60 days in advance of the anniversary date

specified in said lease, and Assignor hereunder shall then have 30 days after receipt of such notice within which to elect  
 to take a reassignment of said lease as to the portion thereof to be relinquished. Should assignor hereunder elect to receive such a reassignment, same will be  
 delivered by Assignee prior to the anniversary date of the lease. It is understood, however, that there shall be no penalty for oversight or clerical error, except  
 liability not to exceed the amount that was paid for this assignment. Any reassignment under the terms of this paragraph shall be free and clear of all burdens,  
 encumbrances, or outstanding interests other than those existing on the date hereof.

EXECUTED, This 1 day of December, 1984

without warranties of any kind.

Mark Modist (Seal)  
 Mark Modist, President

Lincoln County

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
Nebraska, North Dakota, South Dakota

ACKNOWLEDGMENT - INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_

\_\_\_\_\_ to me knows to be the identical person \_\_\_\_\_ described in and who executed the within and foregoing instrument of writing and acknowledged to me that \_\_\_\_\_ duly executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
My Commission Expires \_\_\_\_\_

Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss. Oklahoma, Kansas, New Mexico, Wyoming, Montana, Colorado, Utah,  
Nebraska, North Dakota, South Dakota

ACKNOWLEDGMENT - INDIVIDUAL

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\_\_\_\_\_ to me knows to be the identical person \_\_\_\_\_ described in and who executed the within and foregoing instrument of writing and acknowledged to me that \_\_\_\_\_ duly executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.  
My Commission Expires \_\_\_\_\_

Notary Public

State of Florida )  
County of Broward ) ss. ACKNOWLEDGMENT (For use by Corporation)

On this 1<sup>st</sup> day of December, A. D. 1984, before me personally appeared Mark Modina to me personally known, who, being by me duly sworn, did say that he is the President of Energy Marketing Corp/Inc.

\_\_\_\_\_ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said he acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal this 1<sup>st</sup> day of December, A. D. 1984

Diane L. Sittley  
Notary Public

(SEAL)  
My Commission expires May 31, 1985

No. <u>81754</u>	FROM	TO
Date	No. Acres	County
This instrument was filed for record on the <u>20<sup>th</sup></u> day of <u>January</u> , 19 <u>85</u> at <u>1:01</u> o'clock <u>P.</u> M. and duly recorded in <u>BOOK</u> <u>63</u> Page <u>584</u> Lincoln County of the records of this office.		
YURIKO SETZER County Clerk		
By <u>Y. Yala</u> Recorder When recorded return to _____ Deputy.		
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