

2010-684510 12/6/2010 8:00 AM PAGE: 1 OF 2 BOOK: 520 PAGE: 631 FEES: \$11.00 VL ASSIGNMENT EDA SCHUNK THOMPSON, SHERIDAN COUNTY WY CLERK

ASSIGNMENT OF WELLBORE

This Assignment of Wellbore ("Assignment") is from Pennaco Energy, Inc. ("Assignor") 3601 Southern Drive, Gillette, WY 82718-9107, a wholly owned subsidiary of Marathon Oil Company, P. O. Box 3128, Houston, TX 77253 to PK Ranch, LLC. ("Assignee"), P.O. Box 208, Clearmont, WY 82835

RECITALS

 Assignor owns the following wellbore (i.e. the physical hole that makes up the well) including the production casing and wellhead (collectively the "Well") in Sheridan County, Wyoming:

Malli 4-1-54-77A, NWNW, Section 1, T54N, R77A

- 2. Assignor's intent is to transfer only the Well (being the wellbore, production casing, and wellhead) owned by Assignor, and located on the quarter section on which the Well is located as described above. No other facilities, pumps, or other equipment is to be transferred by this Assignment. Pursuant to Paragraph 12 of the Surface Use Agreement between Assignor's predecessor and Assignee dated October 29, 1999 ("SUA"), Assignee has elected to acquire said Well for use as a private water well.
- Assignee desires to acquire all of Assignor's interest in the Well in exchange for assuming plugging and abandonment and associated liabilities of the Well.

NOW THEREFORE, Assignor does hereby convey, assign and transfer to Assignee the wellbore, production casing and well head associated with the following described wells:

Malli 4-1-54-77A, NWNW, Section 1, T54N, R77A

Assignor's intent is to transfer only the Well (being the wellbore, production casing, and wellhead) owned by Assignor, and located on the quarter section on which the Well is located as described above. No other facilities, pumps, or other equipment is to be transferred by this Assignment.

Assignor and Assignee will execute and file any documents with the Wyoming Oil and Gas Conservation Commission and/or State Engineer's Office necessary or convenient to effect this Assignment.

Assignee specifically assumes all obligations for reclamation, plugging and abandonment, remediation and surface owner obligations with respect to the Well and Assignee hereby agrees to indemnify Assignor for any liability, damages or claims relating to conversion, operation or reclamation of the Well which might be asserted by the surface owner or any other third party on or after the date of this assignment. Assignee specifically releases Assignor from all obligations and liabilities relating to the Well otherwise arising under the parties' SUA.

The Well, conveyed by this Assignment are conveyed on "AS IS" and "WHERE IS" basis, without any express or implied warranty or representation as to merchantability of any of the equipment or its fitness for any purpose and without any other express or implied warranty or representation whatsoever.

Assignee has represented that it intends to convert and to use the above described Well as a private water well and agrees that its use will be limited to this purpose. Assignee understands and agrees that Assignor has made no warranties or representations as to the Well's fitness or suitability for this or any other use. Assignor assumes no liability for the quantity or quality of water produced, and makes no representations as to its ability to continue producing water in the future. Assignee understands and agrees that any and all equipment assigned as part of this Assignment are received "as is." Assignee understands and agrees that Assignor will, from this day forward, be relieved of all responsibilities and liabilities whatsoever related to said Well.

EDA SCHUNK THOMPSON, SHERIDAN COUNTY WY CLERK
Executed by the respective parties as indicated below, effective this day of day of day of day of
Pult
Richard G. Henderson, Attorney in Fact Pennaco Energy, Inc. Date
Blake Tietjen PK Ranch, LLC. Date
ACKNOWLEDGEMENT
STATE OF Wyoming) COUNTY OF Campbell) ss
COUNTY OF Campbell
The foregoing instrument was acknowledged before me by Ti Chard G. Henderson. this 29 day of September, 2010.
Witness my hand and official seal. SARAH N. EDWARDS - NOTARY PUBLIC County of Campbell Wyoming My Commission Expires 3 14113 Working
My Commission Expires: 3 4 2013

STATE OF Vyoming) ss COUNTY OF Shendan)
The foregoing instrument was acknowledged before me by Slake Tietjen this Cth day of October, 2010.
Witness my hand and official seal.
Notary Public
My Commission Expires: [-ZZ-ZO]] BRENDA MICHELENA NOTARY PUBLIC COUNTY OF STATE

MY COMMISSION EXPIRES 1 - 22-2011