

CONSENT TO ASSIGN OIL AND GAS LEASE

THIS CONSENT TO ASSIGN ("Agreement"), is made and entered into this _____ day of _____, 20____, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Lessor"), _____, a _____, whose address is _____, ("Lessee"), and _____, a _____, whose address is _____ ("Assignee"), WITNESSETH:

RECITALS:

A. By that certain Oil and Gas Lease dated _____, _____, identified in the records of Lessor as Audit No., (the "Lease"), Lessor leased to Lessee for a term of ____ () years commencing on _____, _____, certain oil and gas rights located in ____ County, State of _____ as further described on **Exhibit A** (the "Premises").

B. Lessee desires to assign to Assignee all of Lessee's rights, duties, title and interest in and to the Lease to the extent the Lease affects the Premises. Lessor is willing to give such consent on the following terms and conditions.

AGREEMENT

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. In consideration of the covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, Lessor hereby consents to the assignment by Lessee to Assignee of the Lease to the extent the Lease affects the Premises.

Section 2. All of the covenants, terms and conditions of the Lease shall continue and remain in full force and effect, and Assignee, with respect thereto, covenants and agrees to keep and perform the obligations of the Lease on the part of Lessee to be kept and performed and to be bound in the same manner as Lessee by the provisions contained in the Lease with respect to the Premises, but nothing herein contained shall be deemed to release Lessee from keeping and performing all the terms, covenants and conditions by Lessee to be kept and performed under the Lease or to release Lessee from any of Lessee's liabilities or obligations thereunder.

Section 3. The parties hereto agree that nothing herein contained shall be deemed or construed to authorize Lessee or Assignee further to let or sublet the Premises, or further to transfer or assign any interest in the Lease or sublease without the written consent of Lessor first had and obtained.

IN WITNESS WHEREOF, the parties hereto have executed this Consent to Assignment in triplicate as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

By: _____
Print Name: _____
Title: _____

_____,
a _____

By: _____
Print Name: _____
Title: _____

_____,
a _____

By: _____
Print Name: _____
Title: _____

EXHIBIT A

ATTACH PRINT SHOWING SUBLEASED PREMISES