

ASSIGNMENT OF LEASES

THIS ASSIGNMENT OF LEASES, effective as of June 29, 1979
7:00 A.M., local time, is from LEAR PETROLEUM CORPORATION,
a Texas Corporation (herein called "Assignor"), 950 One Energy
Square, 4925 Greenville Avenue, Dallas, Texas 75206, to LEAR
PETROLEUM EXPLORATION, INC., a Delaware Corporation (herein
called "Assignee"), 950 One Energy Square, 4925 Greenville
Avenue, Dallas, Texas 75206.

For \$10.00 and other good and valuable consideration,
the receipt and sufficiency of which are hereby acknowledged
by Assignor, Assignor hereby transfers, grants, conveys and
assigns to Assignee all of Assignor's right, title and interest
in, to and under all of those oil, gas and mineral Leases of
Assignor, described in Exhibit A (herein call the "Leases").

To have and to hold the Leases unto Assignee and its
successors and assigns forever.

The Leases are being sold by Assignor to Assignee
without recourse, covenant or warranty of any kind, express,
implied or statutory, including warranties as to title and to
the extent the Leases conveyed hereby constitute personal
property or fixtures, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES
(a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b)
ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR
PURPOSE, AND (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY
TO MODELS OR SAMPLES OF MATERIAL.

Assignor hereby assigns to Assignee, with full right
of subrogation, to the extent so transferable, the benefit of
and the right to enforce the covenants and warranties, if
any, which Assignor is entitled to enforce with respect to
the Leases against Assignor's predecessors in title to the
Leases.

Separate assignments of the Leases shall be executed
on approved forms by Assignor to Assignee, in sufficient
counterparts to satisfy applicable statutory and regulatory
requirements. Said assignments shall be deemed to contain
all of the exceptions, reservations, rights, titles, powers
and privileges set forth herein as fully as though the same
were set forth in each such assignment. The interests conveyed
by such separate assignments are the same, and not in addition
to, the Leases conveyed herein.

Reference is made to Exhibit A attached hereto and made
a part hereof for all purposes. References in Exhibit A to
instruments on file in the public records are made for all
purposes. Unless provided otherwise, all recording references
in Exhibit A are to the official real property records of the
county or parish in which the Leases are located.

This Assignment of Leases shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

W. R. Bates
Witness
Jan Petersen
Witness
(SEAL)
SEAL Affixed

LEAR PETROLEUM CORPORATION

By: R. L. Mitchell

R. L. Mitchell

STATE OF TEXAS

COUNTY OF DALLAS

Be it remembered, that, I, the undersigned a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State afore said, hereby certify that, on the day and year set forth at the end of this acknowledgment, there appeared before me R. L. Mitchell, Vice President of LEAR PETROLEUM CORPORATION, a Texas Corporation, who resides at 950 One Energy Square, 4925 Greenville Avenue, Dallas, Texas 75206.

The foregoing instrument was acknowledged before me this day by such person, the designated officers of said corporation. (Colorado)

Before me appeared such person, to me personally known, who, being by me duly sworn, did say that he is the designated officer of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the true act and deed of said corporation. (Louisiana, New Mexico)

The foregoing instrument was acknowledged before me this date by such person, the designated officer of said corporation, on behalf of said corporation. (Nebraska, North Dakota, Arizona)

Before me personally appeared such person, who is known to me to be the person whose name is subscribed to the foregoing instrument as the designated officer of said corporation, being one of the corporations named in said instrument, and who is personally known to me to be such officer of said corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed, for and on behalf of and as the act of said corporation. (Texas)

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Before me personally appeared such person, who, being by me duly sworn, did say, that he is the designated officer of said corporation, and that said instrument was signed on behalf of said corporation by resolution of its Board of Directors, and he acknowledged to me that said corporation executed the same. (Utah)

Before me appeared such person, to me personally known, who, being by me duly sworn, did say that he is the designated officer of said corporation, 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 he acknowledged said instrument to be the free act and deed of such corporation. (Wyoming)

Before me personally appeared such person, who, being known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. (Alabama, Nevada)

Before me personally appeared such person, who acknowledged himself to be the designated officer of said corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer. (Arkansas, South Dakota)

Before me personally appeared such person, to me known, and known to me to be the designated officer of said corporation, and to me known to be the person who executed the foregoing instrument, and acknowledged the execution thereof to be his free act and deed, and the free act and deed of said corporation, for the uses and purposes herein mentioned. (Florida)

Before me personally appeared such person known to me to be the designated officer of the corporation that executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same. (Montana)

Before me personally appeared such person, who, being by me first duly sworn, declared that he is the designated officer of said corporation, that he executed the foregoing document as the designated officer of the corporation, and that the statements therein contained are true. (Mississippi)

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IN WITNESS WHEREOF, I have hereunto set my hand and official notarial seal in the City of Dallas, County of Dallas, State of Texas, this 5th day of September, 1979.

(SEAL)



Loyola S. Blacknik
Notary Public
In and for County of Dallas, State of Texas.
Printed name of Notary Public
Loyola S. Blacknik
4030 Beechwood Lane
Dallas, Texas 75220

My Commission Expires:

September 26, 1981

This instrument was prepared by: Turner, Hitchins, McInerney,
Webb & Hartnett
1700 Mercantile Bank Building
Dallas, Texas 75201

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EXHIBIT A
TO THAT CERTAIN ASSIGNMENT OF LEASES FROM
LEAR PETROLEUM CORPORATION TO LEAR PETROLEUM EXPLORATION, INC.

PREAMBLE

The Leases described on this Exhibit A are transferred without warranties of any kind, including warranties as to title. Assignee accepts the Leases subject to the matters burdening the Leases, and assumes all obligations of Assignor with respect to the Leases and the matters burdening such Leases as of the date hereof.

EXHIBIT "A"

To That Certain Assignment by and between
Lear Petroleum Corporation and Lear Petroleum
Exploration, Inc., Dated June 29, 1979

NON-PRODUCING LEASEHOLD

PAGE NO. 1

STATE OF NEVADA

COUNTY
PARISH OF EUREKANON-PRODUCING LEASE
NUMBER

LESSOR

LEASE DATE

RECORDED
ENTRY NO. BOOK PAGE

05594000

BLM

01/01/78

TOWNSHIP	RANGE	SECTION	DESCRIPTION
17N	50E	22	ALL
17N	50E	24	ALL
17N	50E	35	ALL
17N	50E	36	ALL

PROSPECT: 001297 RM ANTELOPE VALLEY

05594100

BLM

01/01/78

TOWNSHIP	RANGE	SECTION	DESCRIPTION
17N	50E	23	ALL
17N	50E	25	ALL

PROSPECT: 001297 RM ANTELOPE VALLEY

RECORDED AT THE REQUEST OF Lear Petroleum Corporation
on October 29, 1979 at 55 mins. past 11 A.M. by
Book 75 of OFFICIAL RECORDS, page 519-524 RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
File No. 70872 Fee \$ 8.00

70872

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00265