

PARTIAL ASSIGNMENT OF OIL AND GAS LEASES

AMERICAN PETROFINA COMPANY OF TEXAS

P. O. BOX 2159

DALLAS, TEXAS 75221

X
X KNOW ALL MEN BY THESE PRESENTS:

That, TXO PRODUCTION CORP., a Delaware corporation with corporate offices at Fidelity Union Tower, Dallas, Texas 75201, (hereinafter called "Assignor"), for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable consideration paid by APCOT-FINADEL JOINT VENTURE, a general partnership comprised of American Petrofina Company of Texas, a Delaware corporation, and Finadel, Incorporated, a Delaware corporation, with offices at Fina Plaza, P.O. Box 2159, Dallas, Texas 75221 (hereinafter called "Assignee"), the receipt and sufficiency of which are hereby acknowledged, does, subject to the terms and provisions herein contained, hereby transfer, sell, assign and convey unto the said Assignee, its successors or assigns, with warranty of title, by, through, and under Assignor and Assignor's parent corporation, Texas Oil & Gas Corp., only and not otherwise, twenty five percent (25%) of Assignor's right, title and interest in and to the oil and gas leases, oil, gas and mineral leases, subleases, operating rights and other related interests in lands acquired pursuant to "force pooling" or other compulsory action of governmental authority described in Exhibit "A" attached hereto and by reference made a part hereof, and the lands covered thereby, together with such interest's part of all production, if any, hereafter produced under said leases. The oil and gas leases, oil, gas and mineral leases, and associated operating rights described in Exhibit "A" are referred to herein as "said leases".

The interest in said leases assigned Assignee hereunder shall be subject to such interest's proportionate part of the royalties as provided for in said leases and to the terms, conditions and provisions set forth therein. Such interest shall also be subject to its proportionate part of all overriding royalties, production payments and any other payments, burdens, restrictions, exceptions, conditions, limitations, and agreements affecting said leases, whether or not of record, which do not in the aggregate materially adversely affect the right to enjoy the estates created by the oil and gas leaseholds. This assignment is further made expressly subject to the following:

(1) This assignment is executed and delivered by Assignor to Assignee in accordance with and expressly subject to the terms and provisions of a certain Oil & Gas Lease Acquisition and Development Agreement dated October 22, 1982, by and between Assignor and Assignee. The rights, duties and obligations of Assignor and Assignee, one to the other, with respect to said leases are detailed in said Oil & Gas Lease Acquisition and Development Agreement, to which document reference is made for all purposes.

(2) In addition to the warranties set forth hereinabove and in the referenced Oil & Gas Lease Acquisition and Development Agreement, this assignment is made with full substitution and subrogation of Assignee, to the extent of the interests herein assigned, in and to all covenants and warranties heretofore given or made by Lessors within said lease instruments or by other third parties with respect to said leases or any part or portion thereof.

(3) This assignment also covers and includes twenty five percent (25%) of Assignor's interest in all surface leases, easements, rights of way, licenses and contracts applicable to any of said leases or heretofore obtained by Assignor in conjunction therewith.

(4) This Partial Assignment is being executed in multiple originals all of which are identical, except that to facilitate recordation in counterparts hereof only that portion of Exhibit "A" which contains specific descriptions of the portion of said leases located in the recording jurisdiction where that counterpart is to be recorded are included with each counterpart, and other portions of Exhibit "A" are included by reference only. All of such counterparts together constitute but one and the same instrument. Complete copies of this Partial Assignment containing the entire Exhibit "A" have been retained by Assignor and Assignee.

The terms, covenants and conditions hereof shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns; and such terms, covenants and conditions shall be covenants running with the land above described and the assigned premises and with each transfer or assignment of said leases.

Executed this 22nd day of October, 1982, however, effective as of August 31, 1982, at 5:00 o'clock P.M. local time.



ATTEST:

Philip A. Davenport
Philip A. Davenport
Assistant Secretary

TXO PRODUCTION CORP.

By Donald Chase SCA
Donald Chase
Senior Vice President

STATE OF TEXAS)
)
COUNTY OF DALLAS)

On October 22, 1982, personally appeared before me, a notary public, Donald Chase, who acknowledged that he executed the above instrument.

My Commission Expires:

Linda R. Jenkins
Notary Public
Dallas County, Texas

LINDA R. JENKINS, Notary Public
in and for Dallas County, Texas
My Commission Expires March 03, 1985



EXHIBIT A
 ATTACHED TO AND MADE A PART OF PARTIAL ASSIGNMENT
 OF OIL AND GAS LEASES FROM TXO PRODUCTION CORP
 TO APCOT - FINADEL JOINT VENTURE
 EFFECTIVE AUGUST 31, 1982

STATE: NEVADA
 COUNTY: EUREKA

TXO LEASE NO	DATE OF LEASE	LESSOR	LESSEE	RECORDED BOOK	PAGE	DESCRIPTION/ **TOWNSHIP & RANGE
055007-000	02/01/80	USA N 26722	MARJORIE DACOSTA	79	440	**029N050E SEC 10 N/2 & SW/4 & N/2 SE/4 & SE/4 SE/4 SEC 12 W/2 SEC 14 N/2 SEC 16 ALL
055008-000	02/01/80	USA N 26724	MARJORIE DACOSTA	79	450	**030N050E SEC 24 ALL SEC 26 ALL

RECORDED AT REQUEST OF
 Bradfield Petroleum Co. & Liza S.
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OFFICIAL RECORDS
 EUREKA COUNTY, NEVADA
 WILIS A. P. BROWDER
 FILE NO. 85699
 FEE \$4.00

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