

INSTRUMENT OF CONVEYANCE, ASSIGNMENT AND TRANSFER  
STATE OF NEVADA

THIS INSTRUMENT OF CONVEYANCE, ASSIGNMENT AND TRANSFER, effective as of July 10, 1982, from Marathon Petroleum Company, an Ohio corporation (formerly known as Marathon Oil Company and hereinafter called "GRANTOR"), to Marathon Oil Company, an Ohio corporation, having its main office at 539 South Main Street, Findlay, Ohio (formerly known as USS Holdings Company and hereinafter called "GRANTEE").

W I T N E S S E T H:

WHEREAS, on May 6, 1982, GRANTOR's Board of Directors adopted a Plan of Partial Liquidation pursuant to Sections 331, 336 and 346 of the Internal Revenue Code of 1954, as amended, providing for the distribution of its United States oil and gas exploration and production business and properties, together with certain other assets of GRANTOR, to GRANTEE, the sole shareholder and parent corporation of GRANTOR; and

WHEREAS, pursuant to such Plan of Partial Liquidation, GRANTOR, on July 10, 1982 and effective at the close of business on that day, granted, conveyed, assigned, transferred, set over and delivered to GRANTEE all of GRANTOR's United States exploration and production properties and certain other of its assets, including, but not limited to, the herein conveyed property and interests located in the State of Nevada; and

WHEREAS, GRANTOR and GRANTEE desire to place of record in the various counties in the State of Nevada a conveyance which describes only the properties lying within the State of Nevada.

NOW, THEREFORE, GRANTOR, for valuable consideration, has GRANTED, CONVEYED, ASSIGNED, TRANSFERRED, SET OVER AND DELIVERED, and by these presents, does hereby GRANT, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER unto GRANTEE, and unto its successors and assigns forever:

All of GRANTOR's right, title and interest in and to all real property, leaseholds and other interests in real property, including all facilities, equipment and other equipment located thereon, owned by GRANTOR and located in the State of Nevada. Without limiting the generality of the foregoing, the properties granted, conveyed, assigned, transferred, set over and delivered hereby include, but are not limited to, all oil leases, gas leases, oil and gas leases, oil, gas and hydrocarbon leases, oil, gas and mineral leases, surface leases, all leasehold estates created by such leases and all rights and interests in such leases together with all water rights, rights-of-way, easements, permits and licenses relating thereto; all oil shale, oil, gas and other unrefined hydrocarbons in place and related claims, rights and interests; all minerals and other substances produced in association with unrefined hydrocarbons and oil shale; all royalty, overriding royalty, production payments, carried, working and net profit interests and all other interests payable out of or on account of oil, gas, or other unrefined hydrocarbon production; gas plants, liquefied natural gas facilities, offshore platforms and fixtures, oil wells, gas wells, injection wells and disposal wells; all other plants and facilities, water wells, buildings, warehouses, dwelling houses and other structures used in or related to the exploration for or production of unrefined hydrocarbons.

It is the intention of GRANTOR by this instrument to grant, convey, assign, transfer, set over and deliver, and GRANTOR, by these presents, does grant, convey, assign, transfer, set over and deliver all properties of GRANTOR, wherever situated in the State of Nevada which are being used, operated, managed or administered by the GRANTOR, on the effective date of this instrument, for or in connection with the exploration or production of oil or gas, including the property and improvements thereon owned by GRANTOR. GRANTOR hereby covenants and agrees to and with GRANTEE, its successors and assigns, so

long as GRANTOR is authorized by applicable law so to do, to execute, acknowledge and deliver all and every such further acts, conveyances and other instruments as may be necessary more fully to assure to GRANTEE, its successors or assigns, all the respective properties, property interests and rights hereby granted, conveyed, assigned, transferred, set over and delivered, or intended so to be.

TO HAVE AND TO HOLD all and singular the properties, interests and rights hereby granted, conveyed, assigned, transferred, set over and delivered unto GRANTEE, its successors and assigns, forever.

This instrument of Conveyance, Assignment and Transfer is made with full substitution and subrogation of GRANTEE in and to all covenants and warranties by others heretofore given or made in respect of said properties and interests or any part thereof. However, GRANTOR has not and does not make any express or implied warranties of title with respect to the properties and interests herein granted, conveyed, assigned, transferred, set over and delivered.

This Instrument of Conveyance, Assignment and Transfer may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, and all such counterparts shall together constitute but one and the same Instrument.

IN WITNESS WHEREOF, the GRANTOR has caused this Instrument of Conveyance, Assignment and Transfer to be duly executed effective as of the 10th day of July, 1982.

SEAL  
Affixed

ATTEST:

By

*J. H. Jones*

Secretary

MARATHON PETROLEUM COMPANY,  
Grantor

By

*Ray D. Cooley*

Vice President

Delivery Acknowledged:

By

*J. H. Jones*

Assistant Secretary

MARATHON OIL COMPANY, Grantee

By

*B. Z. Walters Jr.*

Vice President



STATE OF OHIO )  
 ) :SS  
County of Hancock )



On this 1 day of February, 1983, personally  
appeared before me, a notary public, Rex D. Cooley and  
F. Brucklacher, who acknowledged that they executed  
the above instrument.

Steven R. Severy  
Notary Public

My Commission Expires:

STEVEN R. SEVERY, Attorney At Law  
~~NOTARY PUBLIC - STATE OF OHIO~~  
My commission has no expiration date.  
Section 147.03 R.C.

RECORDED AT REQUEST OF  
Marathon Oil Company  
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OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
H.H. RESALEATI, RECORDER  
FILE NO. 87273  
FEE \$ 7.00