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NY-616
RKHForm 1000-3
(June 1988)UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENTFORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989ASSIGNMENT OF RECORD TITLE INTEREST IN A
LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCESMineral Leasing Act of 1920 (30 U.S.C. 131 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6308)

Lease Serial No.

N-67191

Lease Effective Date
(Anniversary Date)

2-1-88

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Marathon Oil Company (50%)
Street P. O. Box 3128
City, State, ZIP Code Houston, TX 77253*If more than one assignee, check here and list the name(s) and address(es) of all additional assignees on the reverse of this form or on a separate attached sheet of paper.This record title assignment is for: (Check one) Oil and Gas Lease, or Geothermal LeaseInterest conveyed: (Check one or both, as appropriate) Record Title, Overriding Royalty, payment out of production or other similar interests or payments

2. This assignment conveys the following interest:

Land Description Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Percent of Interest			Percent of Overriding Royalty or Similar Interest	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	b	c	d	e	f
T. 21 $\frac{1}{2}$ N., R. 53 E., Mount Diablo Meridian Sec. 3: Lots 1, 2, 3, 4, N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$ Sec. 4: Lots 1, 2, 3, 4, N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$ Eureka County, Nevada Containing 1257.14 gross and net acres.	100%	100%	None	5% of 8/8ths	None

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE
UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

 Assignment approved for above described lands; Assignment approved for attached land descriptionAssignment approved effective MAR 1 - 1989 Assignment approved BOOK 186 PAGE 5077 on reverse of this form.By M. J. D. [Signature]

Chief, Branch of Lands

MAR 15 1989

(Authorized Officer)

(Title)

(Date)

RECEIVED
MAR 21 1989

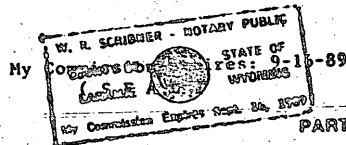
Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

Additional Assignee: Pennzoil Exploration and Production Company (50%)
P. O. Box 2967
Wynonah, WY 82099

If the Assignee(s) herein, their successors or assigns, elect to surrender this lease or intend to allow same to terminate by non-payment of rentals, as to all or part of the lands covered hereby, they will so advise the herein Assignor in writing at least ninety (90) days before the next rental date. If the Assignor elects in writing or by telegram within sixty (60) days after receipt of such advice to receive assignment of the lease, of the portion thereof which the Assignee(s) propose to surrender, the Assignee(s) shall promptly deliver such assignment in proper form to the Assignor, free and clear of all encumbrances created by or through the Assignee(s). Assignee's liability in failure to comply with the terms of this reassignment paragraph shall be limited to the amount paid as cash consideration for this lease.

STATE OF WYOMING)
) SS.
COUNTY OF LARAMIE)

On the 28th day of December, 1988 before me personally appeared A. G. Andrikopoulos, the signor of the above instrument, who duly acknowledged to me that he executed the same.



W. R. SCRIBNER
Notary Public
Residing in: Cheyenne, WY 82009

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; or an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or an association of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located. (c) Assignee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas leases or 240,000 in oil and gas leases in the same State, or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska. If this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignment, an overriding royalty may not be less than one fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 28th day of December, 19 88

Executed this 30th day of December, 19 88

Name of Assignor on current lease: A. G. Andrikopoulos
Please type or print

Assignor A. G. Andrikopoulos
(Signature)
or
Attorney-in-fact _____
(Signature)

Assignee Marathon Oil Company (50%)
(Signature)
or
Attorney-in-fact L. M. Bullock
(Signature)

P. O. Box 788
(Assignor's Address)
Cheyenne, WY 82003
(City) (State) (Zip Code)

Pennzoil Exploration And Production Company (50%)
Donald E. Caussey
A-I-F: Donald E. Caussey

*Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

BOOK 196 PAGE 078

