

Form 5401-3
(June 1988)

128159
UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

01-NV-623
RKH

FORM APPROVED
OMB NO. 1004-0034
Expires: August 31, 1989

ASSIGNMENT OF RECORD TITLE INTEREST IN A
LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Mineral Leasing Act of 1920 (30 U.S.C. 181 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. 6508)

Leave Serial No.
N-47194
Leave Effective Date
(Anniversary Date)
FEBRUARY 1, 1988
New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* MARATHON OIL COMPANY 50% PENNZOIL EXPLORATION AND PRODUCTION COMPANY 50%
Street P. O. BOX 3128 P. O. BOX 2967
City, State, ZIP Code HOUSTON, TEXAS HOUSTON, TEXAS
77253 77252-2967

*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 Lease

Interest 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 <small>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.</small>	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	n	c	d	e	f
TWP 23N, RGE 53E, MOUNT DIABLO MERIDIAN					
SEC 1: LOTS 1, 2, 3, 4, S/2N/2, S/2	100%	100%	NONE	5.0%	NONE
SEC 2: LOTS 1, 2, S/2NE/4; S/2, NW/4 (PRO DIA #165)				of 8/8ths	
SEC 3: ALL (PRO DIA #165)					
SEC 4: LOTS 3, 4, S/2NW/4; E/2, SW/4 (PRO DIA #165)					
SEC 5: LOTS 1, 2, 3, 4, S/2N/2, S/2					
SEC 6: LOTS 1 THRU 7; E/2SW/4, SE/4NW/4, S/2NE/4, SE/4					
SEC 7: LOTS 1, 2, 3, 4, E/2N/2, E/2					
SEC 8: ALL					
SEC 9: N/2, SE/4; SW/4 (PRO DIA #165)					
SEC 10: ALL					
SEC 11: N/2, SW/4 (PRO DIA #165); SE/4					
SEC 12: ALL					
SEC 13: ALL					
SEC 14: ALL					
SEC 15: ALL	10,181.57 ACRES				
SEC 16: ALL	EUREKA COUNTY, NEVADA				

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 description

Assignment approved effective APR 1 1989

Assignment approved for land description indicated on reverse of this form

By Mark A. Powell
(Authorized Officer)

Chief, Branch of Lands
& Minerals Operations
(Title)

APR 27 1989
(Date)

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In the event Assignees shall at any time desire to surrender said lease as to all or any part of the above-described lands, Assignees shall so notify Assignor in writing thereof at least forty-five (45) days in advance of the next anniversary date of the lease, and Assignor shall then have the right to reacquire said lease as to the lands to be surrendered, or any part thereof, by notifying Assignees thereof in writing within fifteen (15) days after receipt by Assignor of such notice, whereupon Assignees shall, in due course, reassign to Assignor all of such interest. In the event Assignor does not so elect to reacquire said lease as to the lands to be surrendered, as aforesaid, then Assignees may surrender such lease to the lessor, or parties then entitled thereto, in accordance with the terms of such lease, and Assignor agrees to join in the execution and delivery of such instrument of surrender as may be reasonably necessary. Any reassignment under the terms of this attached rider to this assignment shall be free and clear of all burdens, encumbrances or outstanding interests other than those existing on the date hereof.

01-NV-62-3
RKH

THE STATE OF TEXAS

COUNTY OF HARRIS

On January 3, 1989, before me, a notary public, personally appeared DANIEL WOLF, who acknowledged to me that he executed the above instrument.

My Commission Expires: 9-8-90

Susan V. Porter
SUSAN V. PORTER
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

- 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.
- Assignee certifies as follows: (a) Assignee is a citizen of the United States, 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 NFR-A leases, assignee is a citizen, national, or resident alien of the United States or 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 options 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.
- Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, 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 3RD day of JANUARY, 1989 Executed this 12th day of January, 1989

Name of Assignor as shown on current lease DANIEL WOLF

Assignor DANIEL WOLF (Signature)

Attorney-in-fact (Signature)

5353 W. ALABAMA SUITE 303 (Assignor's Address)

HOUSTON, TEXAS 77056 (City) (State) (Zip Code)

Assignee MARATHON OIL COMPANY (Signature)

Attorney-in-fact L.H. Bullock, III (Signature)

PENNZOIL EXPLORATION AND PRODUCTION COMPANY

by 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 statements or representations as to any matter within its jurisdiction.

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APPROVED
EXPL.
PROD.
LAND
LAND

RECORDED AT THE REQUEST OF
Marathon Oil Company
89 JUL 18 AM 1:47

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
M.M. REBELETTI, RECORDER
FILE NO. 128769

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

On this 12th day of January, 1989, A.D., before me, a notary public, personally appeared L. M. Bullock, III, known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of Marathon Oil Company, and acknowledged to me that he subscribed the name of said Marathon Oil Company thereto, as principal, and his own name as attorney-in-fact, freely and voluntarily and for the uses and purposes therein mentioned.

My commission expires:

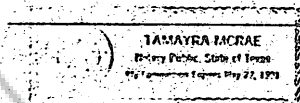
October 7, 1989

Judith V. Gray
JUDITH V. GRAY
Notary Public in and for the
State of Texas

STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

On this 25th day of January, 1989, A.D., before me, a notary public, personally appeared Donald E. Caussey, known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of Pennzoil Exploration and Production Company, and acknowledged to me that he subscribed the name of said Pennzoil Exploration and Production Company thereto, as principal, and his own name as attorney-in-fact, freely and voluntarily and for the uses and purposes therein mentioned.

My commission expires:



Tamara Macrae
Notary Public

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RECORDED AT THE REQUEST OF
MARATHON OIL COMPANY
MARATHON OIL COMPANY
10000 2131 - ROOM 2325
DALLAS, TEXAS 75251