

131057

ASSIGNMENT

THE STATE OF NEVADA §
 §
COUNTY OF EUREKA §

EXXON CORPORATION, A New Jersey corporation, P. O. Box 2305, Houston, Texas 77252, hereinafter called "Assignor" for TEN DOLLARS (\$10.00) and other valuable consideration paid by SANTA FE ENERGY COMPANY, 4900 California Avenue, Tower A, Suite 400, Bakersfield, California 93309, hereinafter called "Assignee", does transfer and assign unto Assignee an undivided twenty-five percent (25%) of Assignor's right, title and interest in and to the oil and gas leases described on Exhibit "A," attached hereto and made a part hereof and hereinafter referred to as "Assigned Premises," but only insofar as the leases cover those lands specifically described on Exhibit "A."

TO HAVE AND TO HOLD the Assigned Premises unto the said Assignee forever, subject to and in accordance with all the terms and provisions of said leases and subject to the limitations, exceptions, reservations, covenants and conditions herein set forth:

DELAY RENTAL AND SHUT-IN WELL PAYMENTS

Any delay rental and shut-in gas well payments which, in Assignor's sole opinion are required to maintain in force the leases assigned hereby shall be made by Assignor.

Assignee shall reimburse Assignor for its proportionate share of such payments within thirty (30) days of billing therefore, provided that if any delay rental or shut-in gas well payment shall serve to maintain said leases as to lands not included in this assignment, then Assignee's reimbursement shall be proportionately reduced on an acreage basis.

Assignor shall use due diligence to ensure that all delay rental and shut-in gas payments which are necessary to maintain in force the leases covering the Assigned Premises are properly made, but there shall be no liability for any inadvertent error or failure with respect to such payments.

ASSIGNMENT SUBJECT TO CONTRACT

This assignment is made by Assignor and accepted by Assignee subject to the terms and provisions of that certain Seismic Option Agreement dated April 1, 1986, between Exxon Corporation and Southern Pacific Land Company, insofar only as said contract relates to the land and leases assigned herein.

COMPLIANCE WITH LEASE TERMS AND COVENANTS

Assignee assumes its proportionate share of all the burdens and obligations of the lessee in the leases herein described insofar as they cover and include the Assigned Premises.

AD VALOREM TAXES

Ad valorem taxes assessed against the Assigned Premises for the year in which this assignment is effective shall be prorated between Assignor and Assignee as of the effective date hereof and each shall bear its proportionate share of such taxes. As to each subsequent year, the parties shall bear their proportionate share of such taxes.

SUCCESSORS AND ASSIGNS

The rights, titles and interests herein assigned, reserved, excepted or retained shall inure to the benefit of the respective parties, its, his or their heirs, devisees, legal representatives, successors and assigns.

The covenants, obligations and agreements contained herein shall be construed as covenants running with the land.

Wherever the term "Assignor" or "Assignee" is used herein, such terms shall be deemed to include its, his or their heirs, devisees, legal representatives, successors and assigns.

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NO WARRANTY

This assignment is made by Assignor and accepted by Assignee without warranty of title, express or implied, except that Assignor warrants that this Assignment is made free and clear of any burdens placed thereon by Assignor.

EXECUTED IN DUPLICATE ORIGINALS, on the dates shown below, but effective as of October 26, 1989.

EXXON CORPORATION

Date: November 20, 1989

By: T. E. Alford
T. E. Alford
Attorney in Fact, BLM# 066100

ASSIGNOR

SANTA FE ENERGY COMPANY

Date: December 13, 1989

By: D. A. Wrachor
Title: District Exploration Manager

ASSIGNEE

THE STATE OF TEXAS
COUNTY OF MIDLAND

This instrument was acknowledged before me on the 20th day of November, 1989, by T. E. ALFORD, Attorney in Fact on behalf of EXXON CORPORATION, a New Jersey corporation.



JACQUELINE L. DOZIER
Notary Public, State of Texas
My Commission Expires: August 22, 1992

Jacqueline L. Dozier
Notary Public, State of Texas

THE STATE OF CALIFORNIA
COUNTY OF KERN

This instrument was acknowledged before me on the 13th day of December, 1989, by D. A. Wrachor, District Exploration Manager, on behalf of SANTA FE ENERGY COMPANY.

My Commission Expires:
August 19, 1991

Lexa Garrett
Notary Public in and for
Kern County, California

(pic\assignment.11)



OFFICIAL SEAL
LEXA GARRETT
Notary Public - California
KERN COUNTY
My Comm. Exp. Aug. 18, 1991

EXHIBIT "A"

Attached to and made a part hereof of that certain Assignment from Exxon Corporation to Santa Fe Energy Company, effective as of October 26, 1989, an undivided twenty-five percent (25%) of the following described lands located in Elko and Eureka Counties, Nevada.

Lessor	Lessee	Date	Recorded Book/Page	Description of Land	Number of Acres	Fed. Lse. Serial No.	Exxon Lease No.
USA	Exxon Corp.	04/01/89	--	T-31-N, R-51-E Sec 4: Lots 1-4, S2N2, S2 Sec 6: Lots 1-6, S2NE, SE Sec 8: All Sec 9: SENE, SE	1,966.51	N-50643	681213-001
USA	Exxon Corp.	04/01/89	--	T-31-N, R-51-E Sec 21: SENE, N2W2, SENE, NENE, N4SE Sec 25: All Sec 28: All Sec 30: Lots 1-4, E2	2,127.80	N-50644	681214-001
USA	Exxon Corp.	06/01/89	--	T-31-N, R-51-E Sec 16: All Sec 17: N2N2, SENE, S2NW, N2SW, SE Sec 18: Lots 1-4, E2 Sec 20: All	2,326.48	N-51311	681250-001
USA	Exxon Corp.	06/01/89	--	T-31-N, R-51-E Sec 32: Lots 1-20, S2 Sec 34: Lots 1-20, S2	2,406.48	N-51312	681251-001
USA	Exxon Corp.	09/01/89	--	T-30-N, R-51-E Sec 34: All	640.00	N-51687	681424-001
USA	Chas. Zimmerman	01/01/89	--	T-41-N, R-65-E Sec 4: Lots 1-4, S2N2, S2 Sec 6: Lots 1-7, S2NE, SE, E2SW, SENE Sec 8: All Sec 12: All Sec 14: All Sec 16: SENE, SE, S2SW Sec 20: S2NE, SE, E2SW, S2SW	7,000.11	N-47607	680669-001

USA BOOK 207 PAGE 021

Lessor	Lessee	Date	Book/Page	Description of Land	Acres	Serial No.	Lease No.
USA	Chas. Zimmerman	01/01/89	--	Sec 22: A11 Sec 26: A11 Sec 28: A11 Sec 32: A11 Sec 34: A11 I-41-N, R-64-E Sec 8: A11 Sec 10: A11 Sec 16: A11 Sec 20: N2NE, SENE, NESE, SW, SWNW Sec 22: A11 Sec 24: N2, N2S2, S2SW Sec 26: N2N2 Sec 28: S2, SWNW Sec 30: Lots 1-4, E2N2, E2 Sec 32: A11 Sec 34: SESE, W2E2, W2 Sec 36: A11	6,439.10	N-47608	680670-001
USA	Chas. Zimmerman	01/01/89	--	I-41-N, R-63-E Sec 36: A11	640.00	N-47609	680671-001
USA	Exxon Corp.	04/01/89	--	I-41-N, R-63-E Sec 24: A11	640.00	N-50630	681219-001
USA	Exxon Corp.	09/01/88	--	I-37-N, R-54-E Sec 26: A11	640.00	N-49138	680809-001
USA	Exxon Corp.	09/01/88	--	I-38-N, R-54-E Sec 13: NW Sec 24: A11	800.00	N-49139	680810-001
USA	Exxon Corp.	09/01/88	--	I-38-N, R-55-E Sec 24: A11 Sec 28: N2	960.00	N-49166	680814-001

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<u>Lessor</u>	<u>Lessee</u>	<u>Date</u>	<u>Recorded Book/Page</u>	<u>Description of Land</u>	<u>Number of Acres</u>	<u>Fed. Lse. Serial No.</u>	<u>Exxon Lease No.</u>
USA	Exxon Corp.	04/01/89	--	T-34-N, R-64-E Sec 2: Lots 1-4, S2N2, S2 Sec 4: Lots 1-4, S2N2, S2 Sec 6: Lots 1-7, S2NE, SEW, E2SW, SE	1,900.33	N-50633	681222-001
USA	Exxon Corp.	04/01/89	--	T-34-N, R-64-E Sec 14: All Sec 18: Lots 1-4, E2, E2W2	1,267.40	N-50634	681223-001
USA	Exxon Corp.	04/01/89	--	T-34-N, R-64-E Sec 23: All Sec 24: All Sec 25: All Sec 26: All	2,560.00	N-50635	681224-001
USA	Exxon Corp.	12/01/88	--	T-28-N, R-49-E Sec 18: Lots 1-4, E2, E2W2 Sec 19: Lots 3-4, E2SW, SE Sec 20: All Sec 21: S2 Sec 22: All	2,540.69	N-49912	681006-001
USA	Exxon Corp.	04/01/89	--	T-28-N, R-49-E Sec 2: Lots 1-4, S2NW, S2 Sec 4: Lots 1-4, S2N2, S2 Sec 6: Lots 1-7, S2NE, SEW, E2SW, SE Sec 8: All	2,454.81	N-50602	681212-001
John Filippini	Exxon Corp.	05/10/89	200/0014	L-28-N, R-48-E Sec 1: Lots 1-4, S2N2, S2 L-28-N, R-49-E Sec 7: Lots 1-4, E2W2, E2	628.46	Fee	681377-001
Maynard Alves	Exxon Corp.	05/10/89	200/0017	L-28-N, R-48-E Sec 1: Lots 1-4, S2N2, S2 L-28-N, R-49-E Sec 7: Lots 1-4, E2W2, E2	314.23	Fee	681377-002

<u>Lessor</u>	<u>Lessee</u>	<u>Date</u>	<u>Recorded Book/Page</u>	<u>Description of Land</u>	<u>Number of Acres</u>	<u>Fed. Lss. Serial No.</u>	<u>Exxon Lease No.</u>
USA	Chas. Zimmerman	01/01/89	--	I-40-N, R-55-E Sec 2: Lots 1-4, S2N2, S2 Sec 4: Lots 1-4, S2N2, S2 Sec 6: Lots 1-7, SENE, SENM, E2SW, SE Sec 8: A11 Sec 16: W2 Sec 18: Lots 1-4, E2, E2W2 Sec 30: Lots 1-4, E2, E2W2 Sec 32: A11	4,837.45	N-47486	680662-001
USA	Chas. Zimmerman	01/01/89	--	I-40-N, R-54-E Sec 2: Lots 1-4, S2N2, S2 Sec 4: Lots 1-4, S2N2, S2 Sec 6: Lots 1-7, S2NE, SENM, E2SW, SE Sec 8: A11 Sec 10: A11 Sec 12: Lots 3-4, W2, SW, W2SE, Sec 14: A11 Sec 16: NE, W2W2, W2SE, SESE Sec 18: Lots 1-4, NE, E2NW, NESW, SESE Sec 20: A11 Sec 24: Lots 1-4, W2E2, W2 Sec 26: A11	7,318.72	N-47487	680663-001
USA	Chas. Zimmerman	01/01/89	--	I-40-N, R-64-E Sec 28: NWNE, S2NE, W2, SE Sec 30: Lots 2-4, SWNE, E2W2, NWSE, S2SE Sec 32: W2E2, W2, SESE Sec 34: E2, E2W2, SWSW Sec 36: Lots 1-7, W2NE, NW, W2SW, NWSE	2,728.79	N-47488	680664-001
USA	Chas. Zimmerman	01/01/89	--	I-40-N, R-63-E Sec 12: A11 Sec 14: A11 Sec 16: A11 Sec 24: A11	4,480.00	N-47489	680665-001

AMOUNT OF
ACRES

Serial No.

Lease No.

Description of Land

Recorded
Book/Page

Date

Lessor

Lessee

(continued)

USA
Chas. Zimmerman
01/01/89
--
Sec 26: All
Sec 34: All
Sec 36: All

I-39-N, R-65-E
Sec 4: Lots 1-4, S2N2, S2
Sec 6: Lot 6, S2SE
Sec 18: Lots 1-4, E2
Sec 30: Lot 4, S2SE
Sec 32: All
1,856.81 N-47493 680666-001

Patsy R. Grube
Exxon Corp.
03/31/89
682/0313
I-40-N, R-63-E
Sec 13: All
Sec 20: NWNE
I-41-N, R-63-E
Sec 13: S2
I-41-N, R-64-E
Sec 7: Lots 1-3, SENW, E2SW, SWSE
956.14 Fee 681247-001

USA
Exxon Corp.
07/01/86
--
I-32-N, R-53-E
Sec 8: All
Sec 10: All
Sec 12: Lots 1-4, W2E2, W2
Sec 14: All
Sec 16: All
Sec 18: Lots 1-12, E2
Sec 20: All
Sec 22: All
Sec 24: Lots 1-4, W2E2, W2
Sec 26: All
Sec 28: All
Sec 30: Lots 1-12, E2
Sec 32: Lots 1-4, N2, N2S2
Sec 34: Lots 1-4, N2, N2S2
Sec 36: Lots 1-7, W2NE, NW, N2SW, NWSE
9,931.80 N-43435 665402-001

<u>Lessor</u>	<u>Lessee</u>	<u>Date</u>	<u>Recorded Book/Page</u>	<u>Description of Land</u>	<u>Number of Acres</u>	<u>Reg. Use Serial No.</u>	<u>Exxon Lease No.</u>
USA	Exxon Corp.	07/01/86	--	T-31-N, R-53-E Sec 6: Lots 1-4 Sec 18: Lots 1, 3, 4 Sec 30: Lots 1-4	581.25	N-43434	665403-001
USA	Exxon Corp.	07/01/86	--	T-32-N, R-55-E Sec 26: A11 Sec 28: A11 Sec 32: A11 Sec 34: A11	2,550.00	N-43461	665404-001
USA	Harry K. Veal	12/01/80	--	T-32-N, R-54-E Sec 22: A11 Sec 28: A11	1,280.00	N-28333	665425-001
USA	Exxon Corp.	01/01/87	--	T-32-N, R-54-E Sec 26: A11	640.00	N-44803	680050-001
USA	Exxon Corp.	01/01/87	--	T-32-N, R-53-E Sec 2: Lots 1-4, S2N2, S2	639.39	N-44794	680052-001
USA	John Shaw	10/01/86	--	T-29-N, R-53-E Sec 10: S2	320.00	N-44081	680067-001
USA	Exxon Corp.	07/01/87	--	T-30-N, R-54-E Sec 3: Lots 1-4, S2N2, N2S2	476.84	N-44802	680153-001
USA	Liberty Petroleum Corp.	06/01/87	--	T-30-N, R-51-E Sec 4: Lot 4, S2NW, SW Sec 6: Lots 1-7, S2NE, S2NW, E2SW, SE Sec 8: A11 Sec 16: Lots 1-12, NW Sec 18: Lots 1-4, E2W2, E2 Sec 20: W2, SE, N2NE, SENE Sec 30: Lots 1-14, E2NW	5,194.24	N-46323	680165-001

Lessor	Lessee	Date	Recorded Book/Page	Description of Land	Acres	Serial No.	Lease No.
USA	Mary L. Vassilopoulos	05/01/87	--	T-32-N, R-54-E Sec 2: Lots 1-4, S2N2, S2 Sec 4: Lots 1-4, S2N2, S2 Sec 6: Lots 1-7, S2NE, SENW, E2SW, SE Sec 8: All Sec 10: All Sec 16: All Sec 18: Lots 1-4, E2N2, E2 Sec 20: All Sec 30: Lots 1-4, E2N2, E2	5,754.68	N-46328	680218-001
USA	Wally John Picou	05/01/86	--	T-32-N, R-52-E Sec 2: Lots 1-4, S2N2, S2 Sec 4: Lot 1, SENE, SE Sec 10: S2, NW, N2NE, SENE Sec 12: All Sec 14: E2, N2NW, SENW, W2SW, SESH Sec 16: All Sec 20: E2, E2SW, SWSW Sec 22: All Sec 24: N2, N2SW, SESH, SE Sec 26: All Sec 28: All Sec 30: Lots 1-4, E2N2, E2 Sec 32: Lots 1-12, N2 Sec 34: Lots 1-12, N2 Sec 36: Lots 1-12, N2	9,202.54	N-43116	680551-001

RECORDED AT THE REQUEST OF
BOOK 207 PAGE 019
Exxon Company
90 JAN -9 A234
U.S.A.
OFFICIAL RECORDS
EUREKA COUNTY, CALIF. DA
P.M. REDALL AIL, REC. DEPT.
FILE NO. FILE # 1300

131057

BOOK 207 PAGE 027

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11/16/89
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