

139086  
UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
Nevada State Office  
850 Harvard Way  
P.O. Box 12000  
Reno, Nevada 89520

11-21-1991

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY that the attached reproduction(s) is a copy of documents on file in this office.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and caused the seal of this office to be affixed on the above day and year.



*Natalie Skumra*

Reno, Nevada

NV1270-13  
(January 1986)

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UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

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

RECEIVED  
Bur. of Land Management  
NEVADA LAND OFFICE

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

Lease Serial No.  
N-49123

Lease Effective Date  
(Anniversary Date)  
9/1/88

New Serial No.

MAR 22 1990  
NEVADA STATE OFFICE  
RENO, NEVADA

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)

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

Assignee\* EP Operating Company, a Texas limited partnership  
Street 1817 Wood Street  
City, State, ZIP Code Dallas, TX 75210-9990

\*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

This assignment conveys the following interest: 50% of working 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 <small>b</small>	Conveyed <small>c</small>	Retained <small>d</small>	Reserved <small>e</small>	Previously reserved or conveyed <small>f</small>
Township 15 North, Range 54 East, M.D.M.  Sec. 9: All; 10: E/2, SW/4 (Pro Dia No 122) 10: NW/4; 16: All; 17: All.  in Eureka and White Pine Counties, Nevada, containing 2521 acres *	100%	50%	50%	None	6.5%

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 01 1990

Assignment approved for land description indicated on reverse of this form

Chief, Branch of Lands  
& Minerals Operations

*Mattie B. Bohl*  
(Type name)

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(Title)

MAR 26 1990  
(Date)

\*said assignment subject to the following:

REASSIGNMENT AGREEMENT

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; 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 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 246,080 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 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 15th day of January, 19 90  
 Name of Assignor as shown on current lease GENE CLARK OPERATING COMPANY, INC.  
 Please type or print  
 Assignor E. B. Clark, Jr. (Signature)  
 Attorney-in-fact \_\_\_\_\_ (Signature)  
600 South Cherry Street, Suite 210  
 (Assignor's Address)  
Denver CO 80222  
 (City) (State) (Zip Code)

Executed this 20 day of Feb, 19 90  
 Assignee Donald J. Weber  
 or EP Operating Company, a Texas limited partnership, by Enserch Exploration, Inc.,  
 Attorney-in-fact \_\_\_\_\_ (Signature)  
Managing General Partner.  
Donald J. Weber, Attorney-In-Fact

This 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.

\*said assignment subject to the following:

REASSIGNMENT AGREEMENT

If EP Operating Company, a Texas limited partnership ("Assignee") ever decides to abandon this lease or allow it to lapse for nonpayment of delay rental, nonpayment of shut-in royalty, or cessation of operations, assignee agrees to notify Gene Clark Operating Company, Inc., a Texas corporation ("Assignor") of such intention at least sixty (60) days prior to the date this lease will otherwise terminate and, if the assignor requests in writing, to reassign all rights hereby assigned in the lease back to the assignor so that assignor may continue the lease in effect by payment of delay rental, payment of shut-in royalty, or continuation of operations, as the case may be. In the event of further assignment of interest in either record title or operating rights in this lease by assignee to any third person, assignee agrees to include this reassignment provision in such assignment or assignments so that assignor herein will have the same rights against future assignee as are created hereby with respect to the assignee herein. Assignee's Liability to assignor for any breach of this reassignment provision is hereby agreed to be limited to the sum of \$5.00 multiplied by the number of acres as to which assignor is prevented from exercising a right to require reassignment, whether such loss to assignor results from assignee's failure to notify assignor of its intended nonpayment of shut-in royalty or delay rental, or cessation of operations, or from assignee's failure to include this provision for assignor's benefit in any subsequent assignment to a third party or parties.

STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me, Notary Public in and for the State of Texas, this 20 day of Feb, 1990, by DONALD J. WEBER, ATTORNEY-IN-FACT, of ENSERCH EXPLORATION, INC., a Delaware corporation, acting in its capacity as Managing General Partner of EP OPERATING COMPANY, a Texas limited partnership.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires:



NOTARY PUBLIC  
State of Texas  
KARLA STINES  
Commission Expires  
1/22/92

*[Signature]*  
Notary Public

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 15th day of January, 1990

Name of Assignor as shown on current lease: GENE CLARK OPERATING COMPANY, INC.  
Please type or print

Assignor *[Signature]*  
or E. B. Clark, Jr. (Signature)

Attorney-in-fact (Signature)

600 South Cherry Street, Suite 210  
(Assignor's Address)

Denver CO 80222  
(City) (State) (Zip Code)

Executed this 20 day of Feb, 1990

Assignee *[Signature]*  
or EP Operating Company, a Texas limited partnership, by Enserch Exploration, Inc.  
Attorney-in-fact (Signature)

Managing General Partner.  
Donald J. Weber, Attorney-In-Fact

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OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*EP Operating Co.*  
'92 JAN -7 AIO 639

EUREKA COUNTY, NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. FEE \$900  
**139086**

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