

For value received and in consideration of the covenants and agreements of Assignee herein contained and upon and subject to the exceptions, reservations, conditions and other provisions hereinafter set forth GLG Energy, L.P. (GLG) "Assignor," 400 West Fifteenth Street, Suite 1400, Austin, Texas 78701 hereby transfers, assigns and delivers effective as of February 1, 1994 (the "Effective Time"), to Marathon Oil Company (Marathon) "Assignee", 5555 San Felipe, Houston, Texas 77056, all of GLG's right, title and interest in and to the oil and gas leases described on "Exhibit A" attached hereto and made a part hereof, INsofar AND ONLY INsofar, as the Leases cover and include the lands described on said "Exhibit A" (said leases insofar as they cover and include, said lands being hereinafter called the "Assigned Premises"), together with the contract and other rights appurtenant thereto and utilized in connection therewith.

This Assignment and the interest assigned hereunder are subject to the terms and conditions of the following:

1. That certain Exploratory Agreement, dated January 1, 1989 as amended, between Marathon Oil Company and Pennzoil Exploration and Production Company and Marathon hereby agrees to comply with the remaining applicable obligations and agreements thereunder;
2. That certain Joint Operating Agreement between Pennzoil Exploration and Production Company, Marathon Oil Company and GLG Energy, L.P., dated August 3, 1990, and Marathon hereby agrees to comply with the remaining applicable obligations and agreements thereunder;
3. That certain Purchase and Sale Agreement between GLG and Pennzoil Exploration and Production Company, dated August 20, 1990, and Marathon hereby agrees to comply with the remaining applicable obligations and agreements thereunder;
4. That certain Joint Operating Agreement, dated June 1, 1991, between Marathon Oil Company, Anadarko Petroleum Corporation and GLG Energy, L.P. and Marathon hereby agrees to comply with the remaining applicable obligations and agreements thereunder;

5. That certain Farmout Agreement, dated December 1, 1992, between Marathon Oil Company, Alpine Inc. and GLG Energy, L.P. and Marathon hereby agrees to comply with the remaining applicable obligations and agreements thereunder;

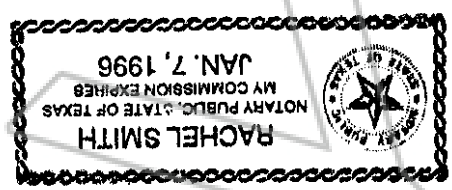
6. Those certain recorded Assignments of Overriding Royalty effective the 1st day of September 1990 by and between GLG Energy, L.P. and Gale L. Galloway, Carl E. Jameson, Norman E. Wright, Thomas W. Ingwers, Robert R. Durkee, Jr., Robert R. Durkee, III, Michael W. Galloway and Mary E. Youngblood covering USA leases N-47209, N-47210, N-47189, N-51618, N-51621 and N-47211 all in Eureka County, Nevada.

ASSIGNOR MAKES NO WARRANTY OF TITLE EITHER EXPRESS OR IMPLIED AS TO THE SUBJECT LEASES AND LANDS EXCEPT AS TO PARTIES CLAIMING BY, THROUGH OR UNDER ASSIGNOR.

Assignee shall defend, indemnify and hold Assignor harmless from any and all claims in favor of any person for personal injury, death or damage to property or the environment, or for any relief arising directly or indirectly from or incident to, the use, occupation, operation, maintenance or abandonment of any of the Leases or condition of the property or premises whether latent or patent, and whether arising from or contributed to by the negligence in any form of Assignor, its agents, employees or contractors and asserted against Assignee and/or Assignor after the Effective Time whether or not any such claims result from conditions, actions or inactions at or before the Effective Time.

The provisions hereof shall bind and inure to the benefit of Assignee and Assignor and their respective affiliates, heirs, devisees, legal representatives, successors and assigns and shall constitute covenants running with the land and interest hereby affected.

EXECUTED this 25th day of February 1994 but effective as of the above stated Effective Time.



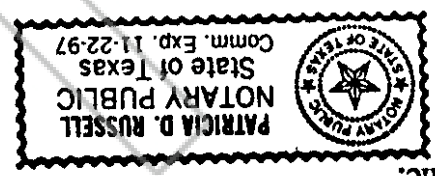
Notary Public

Rachel Smith

On the 3rd day of March, 1994 personally appeared before me, T.R. Lindsey, who being by me duly sworn, did say that he is the Attorney-in-Fact of Marathon Oil Company and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said T.R. Lindsey acknowledged to me that said corporation executed the same.

COUNTY OF HARRIS }

STATE OF TEXAS }



Notary Public

Patricia D. Russell

On the 25th day of February, 1994 personally appeared before me, Norman E. Wright, who being by me duly sworn, did say that he is the Vice-President of GLG Energy, Inc., General Partner of GLG Energy, L.P. and that said instrument was signed in behalf of said limited partnership by authority of its Board of Directors and said Norman E. Wright acknowledged to me that said limited partnership executed the same.

COUNTY OF TRAVIS }

STATE OF TEXAS }

Title

Attorney-in-Fact

By: T.R. Lindsey

Marathon Oil Company

ASSIGNEE

Vice President

Norman E. Wright

By: Norman E. Wright

General Partner

GLG Energy, Inc.

ASSIGNOR

Attached to and made a part of that certain Assignment of Oil & Gas Leases dated July 10, 1994, 1994 by and between GLG Energy, L.P. and Marathon Oil Company.

1. Lease: 300-006-000
Date: 02/01/88
Lessor: DEPARTMENT OF THE INTERIOR
Lessee: DANIEL WOLF
Recorded: N-47194 *Quake Co., NV*

Legal Description
TOWNSHIP 23 NORTH, RANGE 53 EAST, M.D.M.
SECTION 1: LOTS 1, 2, 3, 4, S/2N/2, S/2
SECTION 2: LOTS 1, 2, S/2NE/4; S/2, NW/4 (PRO DIA NO. 165)
SECTION 3: ALL (PRO DIA NO. 165)
SECTION 4: LOTS 3, 4, S/2NW/4; E/2, SW/4 (PRO DIA NO. 165)
SECTION 5: LOTS 1, 2, 3, 4, S/2N/2, S/2
SECTION 6: LOTS 1 THRU 7, E/2SW/4, SE/4NW/4, S/2NE/4, SE/4
SECTION 7: LOTS 1, 2, 3, 4, E/2W/2, E/2
SECTION 8: ALL
SECTION 9: N/2, SE/4; SW/4 (PRO DIA NO. 165)
SECTION 10: ALL
SECTION 11: N/2, SW/4 (PRO DIA NO. 165); SE/4
SECTION 12: ALL
SECTION 13: ALL
SECTION 14: ALL
SECTION 15: ALL
SECTION 16: ALL

2. Lease: 300-008-000
Date: 02/01/88
Lessor: DEPARTMENT OF THE INTERIOR
Lessee: DANIEL WOLF
Recorded: N-47210 *Quake Co., NV*

Legal Description
TOWNSHIP 21 1/2 NORTH, RANGE 54 EAST, M.D.M.
SECTION 32: LOTS 1, 2, 3, 4, S/2N/2, S/2
SECTION 33: LOTS 1, 2, 3, 4, S/2N/2, S/2
SECTION 34: LOTS 1, 2, 3, 4, S/2N/2, S/2

3. Lease: 300-016-000
Date: 02/01/88
Lessor: DEPARTMENT OF THE INTERIOR
Lessee: A. G. ANDRIKOPoulos
Recorded: N-47190 *Quake Co., NV*

Legal Description
TOWNSHIP 21 NORTH, RANGE 53 EAST, M. D. M.
SECTION 25: ALL
SECTION 26: ALL
SECTION 27: ALL
SECTION 28: ALL
SECTION 30: LOTS 5, 6, 7, 8, E/2W/2, W/2SE/4
SECTION 31: LOTS 5 THRU 15, E/2NW/4, NE/4SW/4, NE/4, W/2SE/4
SECTION 32: LOTS 1 THRU 8, N/2, N/2S/2
SECTION 33: LOTS 1 THRU 8, N/2, N/2S/2
SECTION 34: LOTS 1 THRU 8, N/2S/2, N/2
SECTION 35: LOTS 1, 2, 3, 4, N/2S/2, N/2
SECTION 36: LOT 1, SW/4

01N27518 (05/02/91)

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil & Gas Leases dated _____, 1994 by and between GLC Energy, L.P. and Marathon Oil Company.

6. Lease: 300-015-000
Date: 02/01/88
Lessor: A. G. ANDRIKOPoulos
Lessee: *Eureka Co., NV*
Recorded: N-47191

Legal Description
TOWNSHIP 21 1/2 NORTH, RANGE 53 EAST, M. D. M.
SECTION 3: LOTS 1, 2, 3, 4, N/2, N/2S/2
SECTION 4: LOTS 1, 2, 3, 4, N/2, N/2S/2

5. Lease: 300-022-000
Date: 02/01/88
Lessor: DEPARTMENT OF THE INTERIOR
Lessee: DIANE N. WOLF
Recorded: N-47211
Eureka Co., NV

Legal Description
TOWNSHIP 22 NORTH, RANGE 54 EAST, M.D.M.
SECTION 7: LOTS 1, 2, 3, 4, NE/4, E/2SW/4, W/2SE/4
SECTION 8: N/2NW/4
SECTION 18: LOTS 1, 2, 3, 4, E/2W/2, W/2E/2
SECTION 19: LOTS 1, 2, 3, 4, E/2W/2, E/2
SECTION 29: ALL
SECTION 30: LOTS 1, 2, 3, 4, E/2W/2, E/2
SECTION 31: LOTS 1, 2, 3, 4, E/2W/2, E/2
SECTION 32: ALL
SECTION 33: ALL

4. Lease: 300-027-000
Date: 02/01/88
Lessor: DEPARTMENT OF THE INTERIOR
Lessee: ABBY CORPORATION
Recorded: N-47652
White Pine Co., NV

Legal Description
TOWNSHIP 19 NORTH, RANGE 56 EAST, M.D.M.
SECTION 26: SE/4NE/4

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
GLC Energy, Inc.
94 APR 20 P3:14

EUREKA COUNTY, NEVADA
M.N. REBALANCE, RECORDER
FILE NO. _____
FEE \$ 11.00

152480