

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 April 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 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. 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 5th day of May 1994 but effective as of the above stated Effective Time.

BOOK 223 PAGE 573

Assign2/jmt

ASSIGNOR

By: GLG Energy, L.P.  
General Partner  
By: GLG Energy, Inc.  
gmit

By: Kenneth F. Willis  
Vice President

ASSIGNEE

Marathon Oil Company

By:

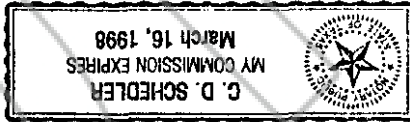
T. R. Lindsey  
Attorney-in-Fact

Title

STATE OF TEXAS

COUNTY OF TRAVIS

On the 5th day of May 1994 personally appeared before me, Kenneth F. Willis, 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 Kenneth F. Willis acknowledged to me that said limited partnership executed the same.



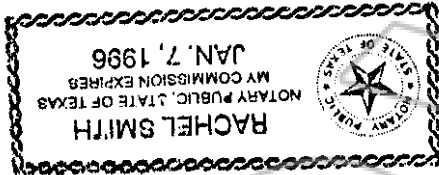
Notary Public

*C. D. Schedler*

STATE OF TEXAS

COUNTY OF HARRIS

On the 13 day of May 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 its Board of Directors and said T.R. Lindsey acknowledged to me that said corporation executed the same.



Notary Public

*Rachel R. Smith*

Attached to and made a part of that certain Assignment of Oil & Gas Leases dated 11/15/94, 1994 by and between GLG Energy, L.P. and Marathon Oil Company.

Exhibit 'A'

1. Lease: 300-003-000  
Date: 04/01/88  
Lessor: DEPARTMENT OF THE INTERIOR  
Lessee: DANIEL WOLF  
Recorded: N-43788, White Pine County, NV  
Legal Description  
TOWNSHIP 19 NORTH, RANGE 55 EAST, M.D.M.  
SECTION 1: LOTS 1, 2, 3, 4, S/2N/2, S/2  
SECTION 2: LOTS 1, 2, 3, 4, S/2N/2, S/2  
SECTION 11: ALL  
SECTION 12: ALL  
SECTION 13: ALL  
SECTION 14: ALL  
SECTION 23: ALL  
SECTION 24: ALL  
SECTION 25: N/2, SE/4, N/2SW/4, SW/4SW/4  
SECTION 26: ALL  
SECTION 35: ALL  
SECTION 36: ALL
2. Lease: 300-004-000  
Date: 04/01/88  
Lessor: DEPARTMENT OF THE INTERIOR  
Lessee: DANIEL WOLF  
Recorded: N-43789, White Pine County, NV  
Legal Description  
TOWNSHIP 20 NORTH, RANGE 55 EAST, M.D.M.  
SECTION 1: LOTS 1 THRU 7, S/2NW/4, W/2SE/4, SW/4  
SECTION 2: LOTS 3, 5 THRU 9, SW/4NE/4, W/2SE/4, SW/4, SE/4NW/4  
SECTION 10: SE/4NE/4  
SECTION 11: LOTS 1, 2, W/2NE/4, NW/4, S/2  
SECTION 12: LOTS 1 THRU 7, SW/4NE/4, S/2NW/4, SW/4, W3/4SE/4  
SECTION 13: LOTS 1, 2, 3, 4, W/2E/2, W/2  
SECTION 14: N/2N/2, S/2NE/4  
SECTION 23: N/2NE/4, SE/4, E/2SW/4  
SECTION 24: LOTS 1, 2, 3, NW/4NE/4, W/2, SE/4  
SECTION 25: ALL  
SECTION 26: ALL  
SECTION 35: SE/4, E/2SW/4, SW/4SW/4, NE/4, N/2NW/4, SE/4NW/4
3. Lease: 300-005-000  
Date: 04/01/88  
Lessor: DEPARTMENT OF THE INTERIOR  
Lessee: DIANE R. WOLF  
Recorded: N-43791, White Pine County, NV  
Legal Description  
TOWNSHIP 21 NORTH, RANGE 55 EAST, M.D.M.  
SECTION 22: E/2, SW/4, SW/4NW/4  
SECTION 23: LOTS 1 THRU 12, E/2E/2  
SECTION 24: ALL  
SECTION 25: ALL  
SECTION 26: LOTS 1, 2, 3, 4, E/2W/2, E/2  
SECTION 34: E/2, NE/4NW/4  
SECTION 35: ALL  
SECTION 36: ALL

Exhibit 'A'

4. Lease: 300-007-000  
 Date: 12/01/87  
 Lessor: DEPARTMENT OF THE INTERIOR  
 Lessee: MATHW DAVIS WOLF  
 Recorded: N-47209, Fureka County, NV

Legal Description  
 TOWNSHIP 21 NORTH, RANGE 54 EAST, M.D.M.  
 SECTION 3: LOTS 1, 2, 3, 4, S/2N/2, S/2  
 SECTION 4: LOTS 1, 2, 3, 4, S/2N/2, S/2  
 SECTION 5: LOTS 1, 2, 3, 4, S/2N/2, S/2  
 SECTION 7: LOTS 1, 2, 3, 4, E/2W/2, E/2  
 SECTION 8: ALL  
 SECTION 9: ALL  
 SECTION 10: ALL  
 SECTION 16: ALL  
 SECTION 17: ALL  
 SECTION 19: LOTS 1, 2, 3, 4, E/2W/2, E/2  
 SECTION 31: LOTS 1, 2, 3, 4, E/2W/2, E/2

5. Lease: 300-009-000  
 Date: 12/01/87  
 Lessor: DEPARTMENT OF THE INTERIOR  
 Lessee: W. G. LASRICH  
 Recorded: N-47213, Fureka County, NV

Legal Description  
 TOWNSHIP 24 NORTH, RANGE 54 EAST, M.D.M.  
 SECTION 5: LOTS 1, 2, 3, 4, S/2N/2, S/2  
 SECTION 6: LOTS 1-7, SE/4NW/4, S/2NE/4, SE/4, E/2SW/4  
 SECTION 7: LOTS 1, 2, 3, 4, E/2W/2, E/2  
 SECTION 8: ALL

SECTION 16: ALL  
 SECTION 17: ALL  
 SECTION 18: LOTS 1, 2, 3, 4, E/2W/2, E/2  
 SECTION 19: LOTS 1, 2, 3, 4, E/2W/2, E/2  
 SECTION 20: ALL  
 SECTION 21: ALL  
 SECTION 28: ALL  
 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

6. Lease: 300-016-000  
 Date: 04/01/88  
 Lessor: DEPARTMENT OF THE INTERIOR  
 Lessee: MICHAEL R. DIEFENDERFER  
 Recorded: N-47948, White Pine County, NV

Legal Description  
 TOWNSHIP 21 NORTH, RANGE 56 EAST, M. D. M.  
 SECTION 5: LOT 4, S/2NW/4, SW/4  
 SECTION 6: LOTS 1 THRU 7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4  
 SECTION 7: LOTS 1, 2, 3, 4, E/2W/2, E/2  
 SECTION 8: W/2  
 SECTION 17: W/2  
 SECTION 18: LOTS 1, 2, 3, 4, E/2W/2, E/2

Exhibit 'A'

Lease # 300-016-000 (continued)

SECTION 19: LOTS 1,2,3,4, E/2W/2, E/2  
SECTION 20: W/2  
SECTION 29: W/2  
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: W/2

7. Lease: 300-020-000  
Date: 05/01/87  
Lessor: DEPARTMENT OF THE INTERIOR  
Lessee: NOIA GRACE PTASYSKI  
Recorded: N-46346, Fiko County, NV

Legal Description  
TOWNSHIP 26 NORTH, RANGE 56 EAST, M.D.M.  
SECTION 18: LOTS 1, 2, 3, 4, E/2W/2, E/2  
SECTION 19: LOTS 1, 2, 3, 4, E/2W/2, E/2

8. Lease: 300-021-000  
Date: 08/01/86  
Lessor: DEPARTMENT OF THE INTERIOR  
Lessee: NOIA GRACE PTASYSKI  
Recorded: N-43453, Fiko County, NV

Legal Description  
TOWNSHIP 27 NORTH, RANGE 55 EAST, M.D.M.  
SECTION 1: LOTS 1, 2, 3, 4, S/2NE/4, NE/4SE/4, S/2SW/4  
SECTION 2: LOTS 3, 4, S/2NW/4, SW/4, W/2SE/4, SE/4SE/4  
SECTION 3: LOTS 1, 2, 3, 4, S/2N/2, S/2 (ALL)  
SECTION 10: N/2, SE/4, NE/4SW/4  
SECTION 11: ALL  
SECTION 12: NW/4, S/2, W/2NE/4, SE/4NE/4  
SECTION 13: ALL

9. Lease: 300-028-000  
Date: 09/01/90  
Lessor: DEPARTMENT OF THE INTERIOR  
Lessee: MARATHON OIL CO.  
Recorded: N-53437, White Pine County, NV

Legal Description  
TOWNSHIP 21 NORTH, RANGE 55 EAST, M.D.M.  
SECTION 27: N/2, E/2SW/4, SE/4

FEE \$12.00 FILE #286828

FILED FOR RECORD AT THE REQUEST OF

94 JUN -3 P2:35  
GLG Energy

RECORDED IN BOOK 223 PAGES 572-577  
DARLEEN J. MOORE  
WHITE PINE COUNTY RECORDER

153641  
EUREKA COUNTY, NEVADA  
M.N. REBALCATH, RECORDER  
FILE NO. FEES \$12.00

BOOK 271 PAGE 217  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
GLG Energy  
94 JUL 13 P2:10