

## STATE OF NEVADA

COUNTY OF EUREKA

This Assignment ("Assignment") dated effective as of 7:00 a.m. Central Time, on January 1, 1999 (the "Effective Time"), is from MIDGARD ENERGY COMPANY, a Delaware corporation ("Assignor"), successor by merger to AGM Corporation, whose address is 717 North Harwood Street, Suite 3000, Dallas, Texas 75201-6538 to

T. KEITH MARKS a(n) \_\_\_\_\_ corporation ("Assignee"),  
1775 SHERMAN ST. STE.2990  
DENVER, CO 80203

whose address is \_\_\_\_\_

For ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor has transferred, granted, bargained, conveyed and assigned and does hereby transfer, grant, bargain, convey and assign to Assignee, effective for all purposes as of the Effective Time, without warranty of title, express or implied, and subject to all contracts, agreements, encumbrances and other matters to which such interest is subject at the Effective Time, whether recorded or unrecorded, all the following interest which is sometimes hereafter referred to as "Interest":

All of Assignor's right, title and interest in and to that certain overriding royalty interest retained by AGM Corporation in U.S. Department of the Interior/BLM's Form 3106-5 "Assignment Affecting Record Title to Oil and Gas Lease" (Serial No. N-11348), executed January 9, 1978, by AGM Corporation to Amoco Production Company, covering therein described lands in Eureka County, Nevada, and approved effective April 1, 1978 by Joan N. Woodin, Acting Chief, Lands & Minerals Operations, BLM, together with all of Assignor's rights in respect of any pooled, communitized, unitized acreage or spacing orders of which such Interest is a part.

TO HAVE AND TO HOLD, subject to the terms, exceptions and other provisions herein stated, the Interest unto Assignee, its successors and assigns, forever.

All revenues accruing prior to the Effective Time shall remain with Assignor; all revenues accruing from the Interest on or after the Effective Time shall belong to Assignee.

1.1 THE ASSIGNMENTS AND CONVEYANCES MADE BY THIS ASSIGNMENT ARE MADE WITHOUT WARRANTY EXPRESS OR IMPLIED IN FACT OR BY LAW, WHETHER OF TITLE, MERCHANTABILITY OR OTHERWISE, AND WITHOUT RECOURSE, EVEN AS TO THE RETURN OF THE PURCHASE PRICE OR OTHER CONSIDERATION. ANY COVENANTS OR WARRANTIES IMPLIED BY STATUTE OR LAW BY THE USE OF THE WORD "GRANT", "TRANSFER" OR "CONVEY" OR OTHER SIMILAR WORDS IN THIS ASSIGNMENT ARE HEREBY EXPRESSLY DISCLAIMED, WAIVED AND NEGATED.

1.2 ASSIGNEE HEREBY AGREES TO PROTECT, DEFEND AND HOLD ASSIGNOR HARMLESS FROM, AND TO RELEASE AND INDEMNIFY ASSIGNOR WITH RESPECT TO, ANY AND ALL LOSS, DAMAGE, LIABILITY, COST OR EXPENSES, WHICH RESULT FROM ASSIGNEE'S OWNERSHIP OF THE INTEREST FROM AND AFTER THE EFFECTIVE TIME.

1.3 The parties agree to take such further actions and execute, acknowledge and deliver such further documents as are reasonably necessary or useful in carrying out the purposes of this Assignment. So long as authorized by applicable law so to do, Assignor agrees to execute, acknowledge and deliver to Assignee such additional notices, division orders, transfer orders and other similar documents as may be reasonably necessary to more fully and effectively

EXECUTED on November 6, 1998, to be effective for all purposes as of the Effective Time.

ATTEST:

R. Brent Harshman (Seal)  
Assistant Secretary  
R. Brent Harshman

MIDGARD ENERGY COMPANY

By: K. Delmar Rumph  
Print Name: K. Delmar Rumph  
Title: Vice President

ATTEST:

(Seal)  
Secretary

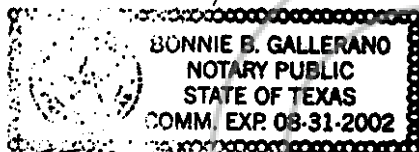
T. KEITH MARKS  
[Buyer Name]  
By: W.T. Wilson  
Print Name: W.T. Wilson  
Title: A.T.F.

### ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF DALLAS

THE FOREGOING instrument was acknowledged before me this 6<sup>th</sup> day of Nov 1998, by K. Delmar Rumph on behalf of Midgard Energy Company.

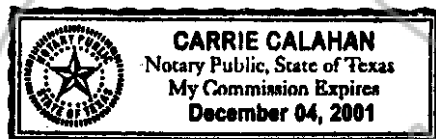


Bonnie B. Gallerano  
Notary Public

STATE OF TEXAS

COUNTY OF HARRIS

THIS instrument was acknowledged before me on Dec 4, 1998, by W.T. Wilson of T. Keith Marks a corporation, on behalf of said corporation.



Carrie Calahan  
Notary Public

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

THIS instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_

(Seal)

Notary Public  
My Commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_