

29-0786

Form 9000-1
(Rev. 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

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

RECEIVED

MAY 13 1991

MAXUS EXPLORATION COMPANY
LEASE RECORDS

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

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. 1001-1023)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.

N-38370

Lease Effective Date
(Anniversary Date)

October 1, 1983

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Maxus Exploration Company
Street P. O. Box 400
City, State, ZIP Code Amarillo, Texas 79188

*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

2. This assignment conveys the following 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>a</small>	Conveyed <small>b</small>	Retained <small>c</small>	Reserved <small>d</small>	Previously reserved or conveyed <small>e</small>
					Reserved <small>f</small>
Township 6 South, Range 57 East, MDM Section 11: All Section 24: All Section 35: All Containing 1920.00 acres, more or less, located in Lincoln County, Nevada	33-1/3%	33-1/3%	-0-	-0-	5% of 8/8ths

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MAXUS EXPLORATION COMPANY
LEASE RECORDS

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 equitable title to this lease.

Assignment approved for above described lands:

Assignment approved for attached land description

Assignment approved effective JUN 01 1991

Assignment approved for land description indicated on reverse of this form:

By *Stenk Woodin*

Chief Minerals Section

MAY 08 1991

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Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

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 19th day of April, 19 91

Name of Assignor as shown on current lease: CXY Energy Inc.
Please type or print

Assignor
 or C. A. GRAY (Signature)
 Attorney-in-fact (Signature)
12790 Merit Drive, Suite 800, LB 94
(Assignor's Address)
Dallas, Texas 75251-1270
(City) (State) (Zip Code)

Executed this 29th day of April, 19 91

Assignee
 or Austin Murr (Signature)
 Attorney-in-fact (Signature)

Per with

096731

FILED
MAY 21 1991
LINCOLN COUNTY TEXAS

CORPORATE ACKNOWLEDGEMENT

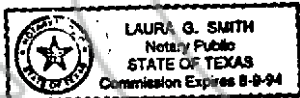
STATE OF TEXAS
COUNTY OF DALLAS

On this 18th day of APRIL, 1991, before me appeared C. D. Gray to me personally known, who, being by me dully sworn, did say that he is the Sr. Vice President/Exploration of CXY ENERGY INC., and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and said C. D. Gray acknowledged said instrument to be the free act and deed of said corporation.

By Shonda Zeller, Dep

My Commission expires:

8-9-94



Laura G. Smith
Notary Public
State of Texas

STATE OF TEXAS
COUNTY OF DALLAS

On this 29th day of April, 1991, before me appeared Austin Murr, to me personally known, who, being by me dully sworn, did say that he is the Attorney-in-Fact of MAXUS EXPLORATION COMPANY, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Austin Murr acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires:

5/9/93

Sue Mannion
Notary Public
State of Texas

