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This Assignment is made by Assignor and accepted by Assignee expressly subject to that certain Letter Agreement dated April 12, 1989, between Reese M. Rowling and Tana Oil and Gas Corporation, and further made subject to the Farmout Agreement dated November 23, 1988, between TXO Production Corp. and Tana Oil and Gas Corporation, as amended, and specifically to the back-in working interest contained therein as more particularly set out in the Amendment to Farmout Agreement dated May 11, 1989.

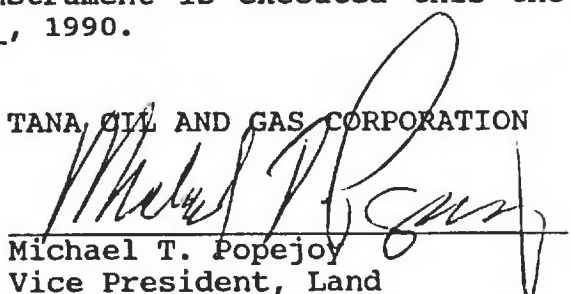
TO HAVE AND TO HOLD the above-described leaseholds unto the said Assignee, his heirs, successors and assigns, in accordance with the terms of said leases and in accordance with the terms of this Assignment; and, Assignor, for itself and its successors and assigns, does hereby warrant and agree to defend the title to the leaseholds conveyed herein unto the said Assignee, his heirs, successors and assigns, against all persons whomsoever lawfully claiming, or to claim, the same, or any part thereof, by, through, or under it, but not otherwise.

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IN TESTIMONY WHEREOF, this instrument is executed this the 6th day of June, 1990.

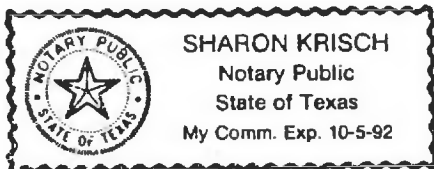
TANA OIL AND GAS CORPORATION

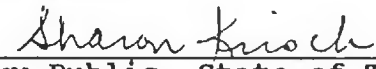
By:


Michael T. Popejoy
Vice President, Land

STATE OF TEXAS §
COUNTY OF NUECES §

This instrument was acknowledged before me on this the 6th day of June, 1990, by MICHAEL T. POPEJOY, as Vice President, Land of TANA OIL AND GAS CORPORATION, a Delaware corporation, on behalf of said corporation.




Notary Public, State of Texas

Tana Oil and Gas Corporation
1200 American Bank Plaza
Corpus Christi, TX 78475

Reese M. Rowling
1200 American Bank Plaza
Corpus Christi, TX 78475

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