FROM:

FAX NO. :

Joe L. Tarver 2807 74th ST. Suite #1, Lubbock, TX 79423 Ph 1 (806) 7952042 Fax 1 (806) 748 0676

Oct. 11, 2005

Michael Stogner VIA FAX – (505) 476 3462

RE: **LEASE Numbers:** LC 028755 A

LC 057798

WELLS: Russell - 5 - 6 - 7

Dear Michael,

Enclosed including this page are 10 pages. 3 Legal Siyl

• Lease descripthin plat

• Bond information showing the LC 028755 (A) 80 Acres Russell

 Bond information showing the lease LC 057798 - 200 Acres Magruder

• 3160-3\Russell C 5

Survey Russell C 5

⇒ 3169-3 Russell C 6

• Survey Russell C 6

3/160-3 Russell C 7

Survey Russell C 7

- Lease Assignments To L. TARVER

Thanks for your Good Work,

Joe Tarver

ASSIGNMENT AND BILL OF SALE

STATE OF NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF EDDY

WHEREAS, CARL R. CRAGHEAD (herein referred to as "Assignor"), is the present owner of certain undivided interests in and to the cil, gas and mineral leases and leasehold estates described in Exhibit "A" attached hereto and made a part hereof for all purposes, reference being here made to said leases and to the record of same for all of the terms and covenants thereof; and

WHEREAS, Assignor now desires to assign to Assigneds all of Assignors' interest in and to said leases.

NOW, THEREFORE, for and in consideration of the sum of TRN AND NO/100 DOLLARS (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Assignor does hereby bargain, sell, transfer and assign unto JOE L. TARVER and wife, NONA M. TARVER whose address is 3405 - 69th Drive, Lubbock.

[exas, 79413 (herein referred to as "Assigne") all of Assignor's interest in and to the following:

- (1) the oil, gas and mineral leases and leasehold estates described in Exhibit "A" attached hereto, together with any and all overriding royalty interests, production regenerate or other interests in the production of oil, gas or other minerals in, under or that may be produced from the lands covered thereby ("Lease-");
- any presently existing and valid farmout agreements, pipeline agreements, gas contracts, transportation agreements, oil and condensate purchase agreements, division orders, pooling and unitization agreements, joint operating agreements and other contracts or agreements to the extent same cover and affect the herein described Leuses ("Agreements");
- (3) all equipment, personal property, fixtures and improvements of any kind or character situated upon, appurtenant to and/or used or held for use in conmention with the production, treatment, storage and/or transportation of oil, gas, casinghead gas or other liquid or vaporous hydrocarbons from the herein described leases ("Improvements"); and
- (4) to the extent assignable by Assignor, all easements, rights-of-way, surface leases, permits, licenses, water rights or contracts, and other interests or rights in land appurtenent to and/or used or held for use in connection with the operation of the herein described leases ("Sasements").

TO HAVE AND TO HOLD unto said Assigness, their heirs, legal representatives, successors and assigns, and Assignor does hereby warrant title to the Leases hereby assigned and conveyed, subject to the terms and conditions hereinafter set forth, by, through and under Assignor, but not otherwise; however, with respect to the Agraements, Improvements, Essements and other interests or rights in land herein conveyed, this Assignment is made WITHOUT ANY WARRANTY OF TITLE, EXPRESSED OR IMPLIED, AND

Joe Torver 3407 OF 26 Karlingh Tygyls

RECEPTION 886536

WITEOUT ANY WARRANTIES OF MERCHANTIBILITY OR FITNESS OR PURPOSES, EXPRESS OR IMPLIED. ALL PERSONAL PROPERTY, FIXTURES AND IMPROVEMENTS REFERRED TO ABOVE ARE TRANSFERRED AND ASSIGNED "AS IS".

This assignment is expressly made subject to (i) all of the terms, covenants, conditions, restrictions, limitations and provisions of the herein described lesses and any means assignments thereof; (ii) all royalties, overriding royalties, net profits interest, payments out of production and other lesse burdens of record as of the date of execution hereof; (iii) all contracts and agreements affecting the lesses, improvements and easements herein assigned and conveyed; and (iv) all terms and conditions of any orders, rules, regulations, and ordinances of any federal, state or other governmental entity having jurisdiction.

This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, this Assignment and Bill of Sale is executed this 5th day of July, 1988, but effective as of May 1, 1988, at 7:00 a.m. MOT.

ASSIGNOR:

CARL R. CRAGHEAD

COUNTY OF Jaylon

of 1988 by CARL R. CRAGHEAD.

SHYRLEY J. HAYES Metary Public, State of Texas My Owinining Exp. 98-31-89

My Commission Expires:

Notary Publid, State of Notary's printed name:
Shirley J. HAyes

FROM:

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT AND BILL OF SALE BETWEEN CARL R. CHAGHEAD AS ASSIGNED AND JOE L. TARVER AND WIFE, NONA M. TARVER AS ASSIGNEES.

Lease No. 1 - State of New Mexico B-1483-21

Land:

Lot 2 (NW/4 of ME/4), Section 2, T-18-5, R-27-B, Eddy County, Mew

Mexico

Depth:

Prom the surface to a depth of

1,430 feet.

Lease No. 2 - State of New Merico 2029-45

Land:

Lot 3 (NE/4 of NW/4), Section 2, T-18-5, R-27-2, Eddy County, New

Мелісо

Depth:

From the surface to a depth of

1,430 feet.

Lesse No. 3 - Federal Lesse No. LC-028755A

Land:

SW/4 of SE/4 and SE/4 of Section 35, 2-17-5, 2-27-E,

Eddy County, New Mexico

Depth:

From the surface to a depth of

1,430 feat-

Lease No. 4 - Federal Lease No. LC-L57798

Land:

SW/4 of SW/4, NE/41of SW/4, N/2 of SE/4 and SE/4 SE/4, Section 35, T-17-5, R-27-B, Eddy County,

New Mexico

Depths

From the surface to a depth of 3,000 feet in the SW/4 of SW/4, Section 35, T-17-8, R-27-E and from the surface to a depth of 1,430 feet as to all other acreage described.

STATE OF NEW MEXICO. County of Eddy, ss. 1 hereb	and the state of t
6 day of July . A. D. 19 88	y certify that this instrument was filed for record on the
in BOOK 25PAGE 186	_at2:55_ o'clockP. M., and duly recorded County Records. By Macdan Deputy
of the Eddy (County Records.
RUTH A. KING, County Clerk	By Sle In Madaw Denuty

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