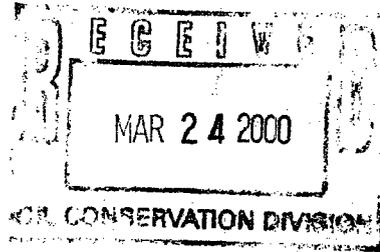




March 1, 2000



State of New Mexico  
Energy, Minerals & Natural Resources Dept.  
Oil Conservation Division  
P. O. Box 2088  
Santa Fe, NM 87504

Attention: Diane Richardson, Administrator  
Bond Department

Re: New Mexico Oil Plugging Bond  
BO3897

Dear Ms. Richardson:

Enclosed are copies of the following documents in support of the change in our company name from Maralo, Inc. to Maralo, LLC:

Change in name from Maralo, Inc. to Maralo Merging Corporation issued by the Texas Secretary of State.

Blanket Bill of Sale and Assignment from Maralo Merging Corporation (Assignor) to Maralo, LLC (Assignee).

If you need more information, you may contact me at (713) 622-5420, ext. 221.

Sincerely,

Kathy Norberg

enclosures: 2

Before the OCC  
Case 13142 - *De Novo*  
OCD Ex. 11



# The State of Texas

SECRETARY OF STATE

**I, ALBERTO R. GONZALES, Secretary of the State of Texas, DO HEREBY CERTIFY** that according to the records of this office for **MARALO MERGING CORPORATION** (File No. 00325378-00), Articles of Incorporation were filed in this office and a certificate of incorporation was issued on **MAY 31, 1978** under its initial name of **MARALO, INC.** as set forth in that instrument.

**IT IS FURTHER CERTIFIED** that according to the records of this office Articles of Amendment were filed in this office on **NOVEMBER 25, 1998**, changing the corporate name from **MARALO, INC.** to **MARALO MERGING CORPORATION**.

**IT IS FURTHER CERTIFIED** that no certificate of dissolution has been filed and the corporation is still in existence.



*IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, on January 5, 1999.*

Alberto R. Gonzales  
Secretary of State

MAC

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**BLANKET**

**BILL OF SALE AND ASSIGNMENT**

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**The following firm assisted in the planning and drafting of this instrument and should be consulted regarding any changes or questions:**

**Meadows, Owens, Collier, Reed, Cousins & Blau, L.L.P.**

**3700 NationsBank Plaza, 901 Main Street**

**Dallas, Texas 75202-3792**

**214/744-3700**

**800/451-0093**

## **BLANKET BILL OF SALE AND ASSIGNMENT**

THIS BLANKET BILL OF SALE AND ASSIGNMENT is made by MARALO MERGING CORPORATION ("Assignor") to MARALO, LLC, a Texas limited liability company ("Assignee").

### **RECITALS:**

It is the desire of Assignor to hereby assign, transfer and convey to the Assignee all of Assignor's right, title and interest in all property or assets, whether real, personal or mixed, tangible or intangible, wherever located, and whether known or unknown, in which Assignor may own an interest (all of such properties and assets being collectively called the "Assigned Properties") save and except all Limited Partner interests owned by Assignor and all art items contemporaneously assigned by Assignor to Stonehenge Star Properties, L.P.

### **ASSIGNMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, Assignor does hereby SELL, ASSIGN, TRANSFER, SET OVER and DELIVER to the Assignee, its successors and assigns, all the Assigned Properties save and except all Limited Partner interests owned by Assignor and all art items contemporaneously assigned by Assignor to Stonehenge Star Properties, L.P.

Assignor hereby agrees to perform, execute, deliver, and/or acknowledge or cause to be performed, executed, delivered and/or acknowledged any and all additional documents, instruments, acts and assurances as the Assignee may reasonably require to evidence, create or perfect the Assignee's title, right or interest in the Assigned Properties.

In connection with the acquisition of the Assigned Properties and as partial consideration for the conveyance thereof, the Assignee hereby assumes and agrees to discharge the recourse liabilities and obligations of the Assignor, as of the Effective Date set forth below, not in fact discharged or otherwise adequately provided for, but only to the extent of the property and assets distributed to Assignee by the Assignor, and further agrees to take the Assigned Properties subject to any nonrecourse liabilities of the Assignor the repayment of which is secured by a lien against the Assigned Properties, or any part thereof.

Simultaneously with the execution and delivery of this Assignment, Assignor may execute and deliver to the Assignee certain other documents and instruments in connection therewith. Nothing contained in this Blanket Bill of Sale and Assignment shall be deemed to limit or restrict the properties, assets and rights conveyed, assigned, transferred or granted to or acquired by the Assignee pursuant to such other documents.

Assignee hereby acknowledges receipt of all of the right, title and interest of Assignor in and to all of Assignor's property, whether real, personal or mixed, tangible or intangible, wherever located, and whether known or unknown, save and except the Limited Partner interests retained by Assignor.

EXECUTED this 21<sup>st</sup> day of December, 1998 but, effective December 30, 1998.

ASSIGNOR'S MAIL  
ADDRESS:

5151 San Felipe, Suite 400  
Houston, Texas 77056

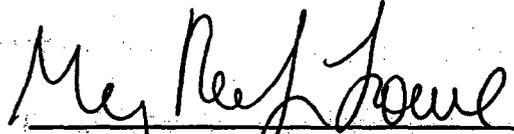
ASSIGNEE'S MAIL  
ADDRESS:

5151 San Felipe, Suite 400  
Houston, Texas 77056

ASSIGNOR:

MARALO MERGING CORPORATION

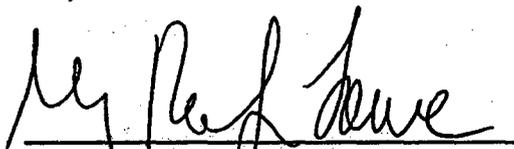
By:

  
Mary Ralph Lowe, President

ASSIGNEE:

MARALO, LLC

By:

  
Mary Ralph Lowe, President

STATE OF TEXAS           §  
                                         §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on December 21, 1998, by MARY RALPH LOWE, President of MARALO MERGING CORPORATION.

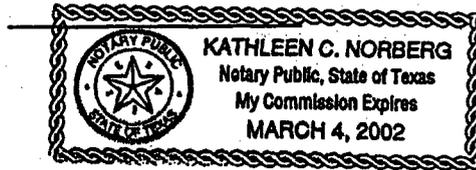
(SEAL)

Kathleen C. Norberg  
Notary Public, State of Texas

My Commission Expires:

3-4-2002

Printed or Stamped Name:



STATE OF TEXAS           §  
                                         §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on December 21, 1998, by MARY RALPH LOWE, President of MARALO, LLC.

(SEAL)

Kathleen C. Norberg  
Notary Public, State of Texas

My Commission Expires:

3-4-2002

Printed or Stamped Name:

