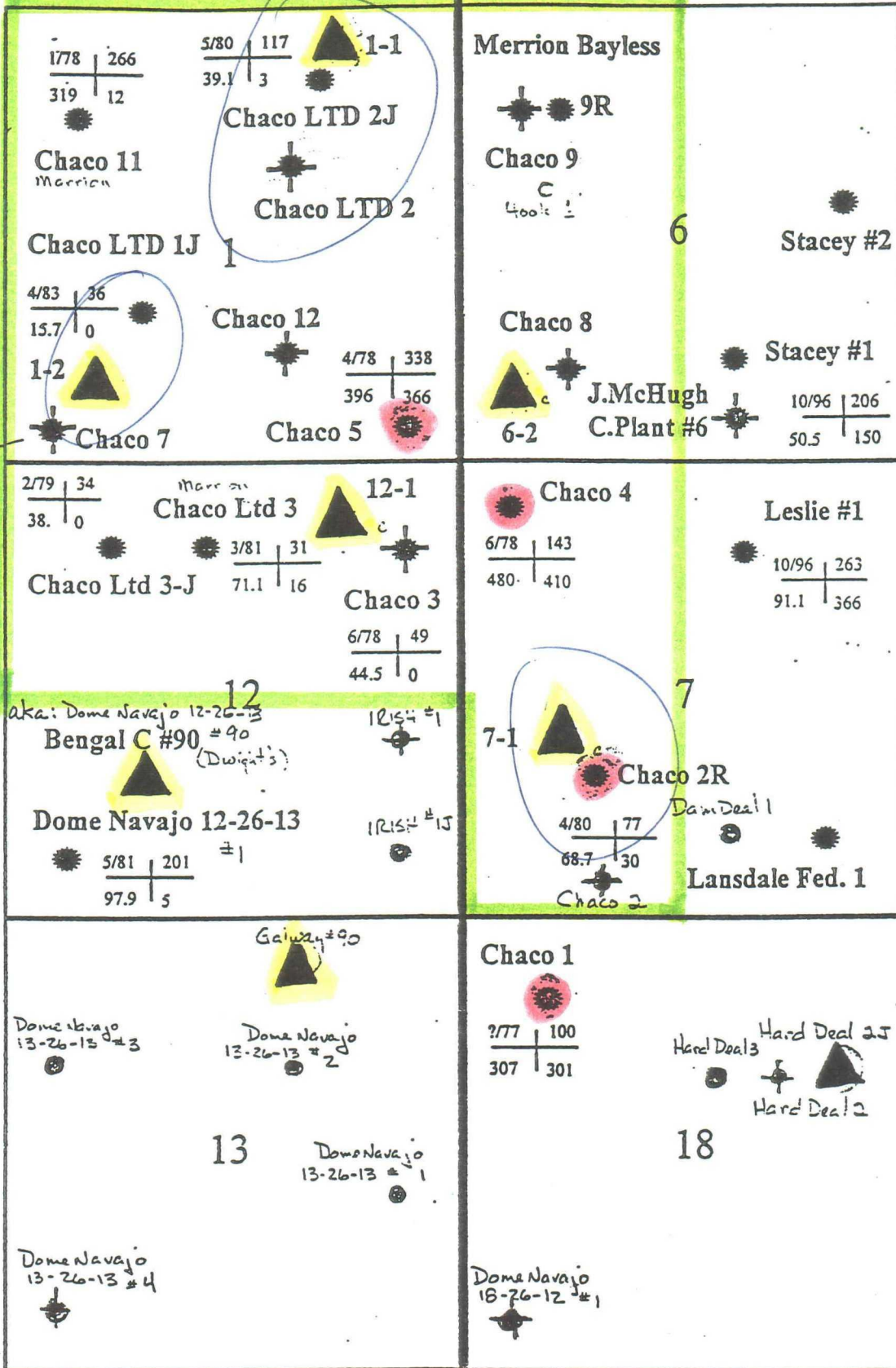


FRUITLAND COAL / PC WAW DEVELOPMENT

13W

12W



Chaco Ltd #1
Dwight's

aka: Dome Navajo 12-26-13
Bengal C #90 #90
(Dwight's)

Dome Navajo 13-26-13 #3
Dome Navajo 13-26-13 #2
Dome Navajo 13-26-13 #4
Dome Navajo 13-26-13 #1

26N

Pictured Cliffs - WAW
 Fruitland Coals

1st Prod.	Initial Prod (MCFD)
Cum. (MMCF)	Current Rate (MCFD)
6/97	6/97

BEFORE EXAMINER CATAWAUGH
OIL CONSERVATION DIVISION
EXHIBIT NO. 5
CASE NO. 11994

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Chaco No. 1, 2R

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

TRANSFER OF OPERATING RIGHTS (SUBLEASE) 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. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.

NM-22046

Type or print plainly in ink and sign in ink.

RECEIVED

PART A: TRANSFER

1. Transferee (Sublessee)*
Street
City, State, ZIP Code

J.K. Edwards & Associates, Inc.
1401 17th St., Ste 1400
Denver, CO 80202

BUR. OF LAND MGMT.
N.M.S.O. SANTA FE
JAN 09 1995
PM
8,9,10,11,12,13,14,15,16

*If more than one transferee, check here and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: (Check one) Oil and Gas Lease, or Geothermal Lease

Interest conveyed: (Check one or both, as appropriate) Operating Rights (sublease) Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description 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.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	b	c	d	e	f
<p><u>Township 26 North, Range 12 West, NMPM</u> Section 7: E/2SW ✓ Section 18: E/2NW ✓</p> <p>Containing 160.00 acres, more or less San Juan County, New Mexico</p> <p>Limited from the base of the Fruitland Coal formation to the base of the Pictured Cliffs formation.</p>	100% of 8/8ths	100% of 8/8ths	None	None	5% of 8/8ths

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this lease.

Transfer approved effective FEB 01 1995

/s/ BECKY CASTANEDA OLIVAS

For CHIEF LEASE MAINTENANCE UNIT MAY 03 1995

By _____
(Authorized Officer)

(Title)

(Date)

needed.

...of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2, if

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
2. Transferee certifies as follows: (a) Transferee 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 transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, 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; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee 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) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, 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 transfer 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 2nd day of Dec., 1994

Executed this 14th day of December, 1994

Name of Transferor Merrion Oil & Gas Corporation
Please type or print

J.K. Edwards + Associates, Inc.

Transferor T. Greg Merrion
T. Greg Merrion, President (Signature)

Transferee [Signature]
(Signature)

or Attorney-in-fact _____
(Signature)

or Attorney-in-fact [Signature]
(Signature)

Post Office Box 840
(Transferor's Address)

Farmington NM 87499
(City) (State) (Zip Code)

BURDEN HOURS STATEMENT

...reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau of Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF NEW MEXICO)

§
COUNTY OF SAN JUAN)

This instrument was acknowledged before me this 2nd day of December, 1994, by T. Greg Merrion, President of Merrion Oil & Gas Corporation, a New Mexico corporation, on behalf of said corporation.

My commission expires:

6-27-98

Crystal Williams
Notary Public

51

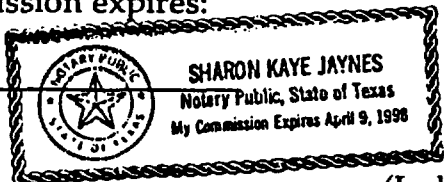
(Corporate)

STATE OF TEXAS)
 §
COUNTY OF HARRIS)

This instrument was acknowledged before me this 14th day of December, 1994, by Don Poe, Attorney-In-Fact of J.K. Edwards + Associates, a Colorado corporation, on behalf of said corporation.

My commission expires:

Sharon Kay Jaynes
Notary Public



(Individual)

STATE OF)
 §
COUNTY OF)

Before me, a notary public, on this _____ day of December, 1994, personally appeared _____, to me known to be the identical person who executed the within and foregoing instrument and acknowledged that _____ executed the same as _____ free and voluntary act and deed.

My commission expires:

Notary Public

st

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Chaco 4,5
FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

TRANSFER OF OPERATING RIGHTS (SUBLEASE) 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. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.
SF-080238-A

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)*
Street J. K. EDWARDS & ASSOCIATES, INC.
City, State, ZIP Code 1461 17th St., Ste 1400
Denver, CO 80202

BLM
JAN 09 1995
2189

*If more than one transferee, check here and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: (Check one) Oil and Gas Lease, or Geothermal Lease

Interest conveyed: (Check one or both, as appropriate) Operating Rights (sublease) Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) 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	Conveyed	Retained	Reserved	Previously reserved or conveyed
	b	c	d	e	f
<u>Township 26 North, Range 12 West, NMPM</u> <u>Section 7: Lots 1,2, E/2NW</u> <u>Township 26 North, Range 13 West, NMPM</u> <u>Section 1: SE</u> Containing 316.10 acres, more or less San Juan County, New Mexico Limited from the base of the Fruitland Coal formation to the base of the Pictured Cliffs formation.	100% of 8/8ths	100% of 8/8ths	None	None	5% of 8/8ths

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable to this lease.

Transfer approved effective FEB - 1 1995

By As/ Rose Ann Ortiz
(Authorized Officer)

Chief, Lease Maintenance Unit
(Title)

APR 27 1995
(Date)

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
2. Transferee certifies as follows: (a) Transferee 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 transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, 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; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee 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) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, 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 transfer 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 _____ day of _____, 19____

Executed this 14th day of December, 1994

Name of Transferor *See attachment
Please type or print

Transferor _____
(Signature)
or
Attorney-in-fact _____
(Signature)

Transferee _____
(Signature)
or
Attorney-in-fact [Signature]
(Signature)

(Transferor's Address)

(City) (State) (Zip Code)

BURDEN HOURS STATEMENT

Reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau of Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

TRANSFERORS:

Chaco 4,5

J. Gregory Merrion
J. Gregory Merrion (45%)
P.O. Box 840
Farmington, NM 87499-0840

Rita V. Merrion
Rita V. Merrion, his wife

J. GREGORY MERRION AND RITA V. MERRION
REVOCABLE TRUST

By: J. Gregory Merrion
J. Gregory Merrion, Trustee

Robert L. Bayless
Robert L. Bayless (45%)
P.O. Box 168
Farmington, NM 87499-0168

Bernice M. Bayless
Bernice M. Bayless, his wife

Merle L. Ellsaesser
Merle L. Ellsaesser (4%)
2501 West Broadway
Bloomfield, NM 87413

Jo Anne Ellsaesser
Jo Anne Ellsaesser, his wife

Steven S. Dunn
Steven S. Dunn (3%)
3100 Western Ave.
Farmington, NM 87401

Melinda A. Dunn
Melinda A. Dunn, his wife

MERRION OIL & GAS CORPORATION

ATTEST:

By: T. Greg Merrion
T. Greg Merrion, President (3%)
P.O. Box 840
Farmington, NM 87499-0840

By: Michael K. Merrion
Michael K. Merrion, Secretary

STATE OF NEW MEXICO)
§
COUNTY OF SAN JUAN)

This instrument was acknowledged before me this 2nd day of December, 1994, by J. Gregory Merrion, Trustee of the J. Gregory Merrion and Rita V. Merrion Revocable Trust, on behalf of said Trust.

My commission expires:

6-27-98

Crystal Williams
Notary Public

STATE OF NEW MEXICO)
§
COUNTY OF SAN JUAN)

This instrument was acknowledged before me this 2nd day of December, 1994, by T. Greg Merrion, President of Merrion Oil & Gas Corporation, a New Mexico corporation, on behalf of said corporation.

My commission expires:

6-27-98

Crystal Williams
Notary Public

STATE OF NEW MEXICO)
§
COUNTY OF SAN JUAN)

Before me, a notary public, on this 5th day of December, 1994, personally appeared Robert L. Bayless and Bernice M. Bayless, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged that they executed the same as their free and voluntary act and deed.

My commission expires:

9-20-96

Steven Morris
Notary Public

STATE OF NEW MEXICO)
§
COUNTY OF SAN JUAN)

Before me, a notary public, on this 6th day of December, 1994, personally appeared Merle L. Ellsaesser and Jo Anne Ellsaesser, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged that they executed the same as their free and voluntary act and deed.

My commission expires:

6-27-98

Crystal Williams
Notary Public

STATE OF NEW MEXICO)
§
COUNTY OF SAN JUAN)

Before me, a notary public, on this 5th day of December, 1994, personally appeared Steven S. Dunn and Melinda A. Dunn, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged that they executed the same as their free and voluntary act and deed.

My commission expires:

6-27-98

Crystal Williams
Notary Public

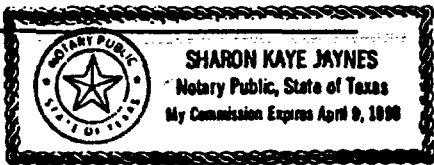
(Corporate)

STATE OF TEXAS)
§
COUNTY OF HARRIS)

This instrument was acknowledged before me this 14th day of December, 1994, by Don Poe, Attorney-in-fact of J.K. Edwards & Assoc., a Colorado corporation, on behalf of said corporation.

My commission expires:

Sharon Kaye Jaynes
Notary Public



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Chaco No. 1, 2R
FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

TRANSFER OF OPERATING RIGHTS (SUBLEASE) 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. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.
NM-23472

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)*
Street
City, State, ZIP Code

J.K. Edwards + Associates, Inc.
1401 17th St., Ste 1400
Denver, Co 80202

BLM
N.M.S.O.
JAN 9 1995 PM
7:18:19 AM
1, 2, 3, 4, 5, 6

*If more than one transferee, check here and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: (Check one) Oil and Gas Lease, or Geothermal Lease

Interest conveyed: (Check one or both, as appropriate) Operating Rights (sublease) Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	b	c	d	e	f
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. Township 26 North, Range 12 West, NMPM Section 7: Lots 3,4 Section 18: Lots 1,2 Containing 152.73 acres, more or less San Juan County, New Mexico Limited from the base of the Fruitland Coal formation to the base of the Pictured Cliffs formation.	100% of 8/8ths	100% of 8/8ths	None	None	None

BLM RECOGNIZES ONLY THE ASSIGNMENT OF INTEREST IN THE COORDINATION OF THE AGREEMENT.

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable interest in this lease.

Transfer approved effective FEB 01 1995

By /s/ Gloria S. Baca 373
(Authorized Officer)

Chief, Lease Maintenance Unit
(Title) APR 13 1995
(Date)

53

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
2. Transferee certifies as follows: (a) Transferee 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 transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, 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; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee 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) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, 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 transfer 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 _____ day of _____, 19_____

Executed this 14th day of December, 1994

Name of Transferor *See attachment
Please type or print

J.K. Edwards & Associates, Inc.

Transferor _____
(Signature)

Transferee _____
(Signature)

or
Attorney-in-fact _____
(Signature)

or
Attorney-in-fact _____
(Signature)

(Transferor's Address)

(City) (State) (Zip Code)

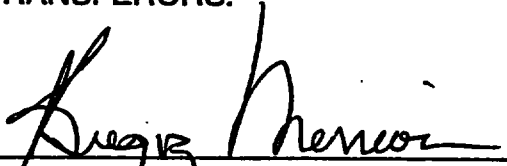
BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau of Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

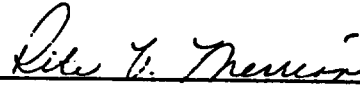
Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

TRANSFERORS:


Chaco No. 1, 2R

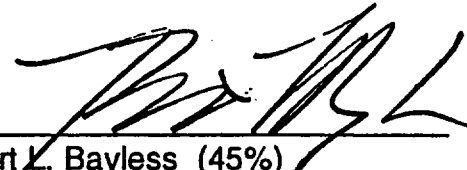


J. Gregory Merrion (45%)
P.O. Box 840
Farmington, NM 87499-0840

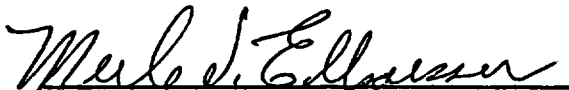

Rita V. Merrion, his wife

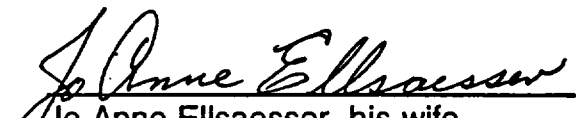
J. GREGORY MERRION AND RITA V. MERRION
REVOCABLE TRUST


By: 
J. Gregory Merrion, Trustee

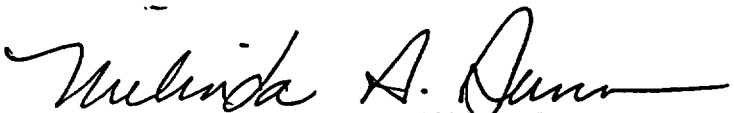

Robert L. Bayless (45%)
P.O. Box 168
Farmington, NM 87499-0168


Bernice M. Bayless, his wife


Merle L. Ellsaesser (4%)
2501 West Broadway
Bloomfield, NM 87413


Jo Anne Ellsaesser, his wife


Steven S. Dunn (3%)
3100 Western Ave.
Farmington, NM 87401


Melinda A. Dunn, his wife

MERRION OIL & GAS CORPORATION

ATTEST:

By: 
T. Greg Merrion, President (3%)
P.O. Box 840
Farmington, NM 87499-0840

By: 
Michael K. Merrion, Secretary

STATE OF NEW MEXICO)

§

COUNTY OF SAN JUAN)

This instrument was acknowledged before me this 2nd day of December, 1994, by J. Gregory Merrion, Trustee of the J. Gregory Merrion and Rita V. Merrion Revocable Trust, on behalf of said Trust.

My commission expires:

6-27-98

Crystal Williams
Notary Public

STATE OF NEW MEXICO)

§

COUNTY OF SAN JUAN)

This instrument was acknowledged before me this 2nd day of December, 1994, by T. Greg Merrion, President of Merrion Oil & Gas Corporation, a New Mexico corporation, on behalf of said corporation.

My commission expires:

6-27-98

Crystal Williams
Notary Public

STATE OF NEW MEXICO)

§

COUNTY OF SAN JUAN)

Before me, a notary public, on this 5th day of December, 1994, personally appeared Robert L. Bayless and Bernice M. Bayless, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged that they executed the same as their free and voluntary act and deed.

My commission expires:

9-20-96

Sandra Morris
Notary Public

58

STATE OF NEW MEXICO)
§
COUNTY OF SAN JUAN)

Before me, a notary public, on this 10th day of December, 1994, personally appeared Merle L. Ellsaesser and Jo Anne Ellsaesser, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged that they executed the same as their free and voluntary act and deed.

My commission expires:
6-27-98

Crystal Williams
Notary Public

STATE OF NEW MEXICO)
§
COUNTY OF SAN JUAN)

Before me, a notary public, on this 5th day of December, 1994, personally appeared Steven S. Dunn and Melinda A. Dunn, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged that they executed the same as their free and voluntary act and deed.

My commission expires:
6-27-98

Crystal Williams
Notary Public

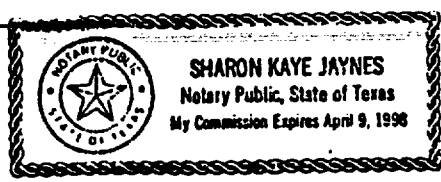
(Corporate)

STATE OF TEXAS)
§
COUNTY OF HARRIS)

This instrument was acknowledged before me this 14th day of December, 1994, by Don Doe, Attorney-In-Fact of J.K. Edwards & Associates, a Colorado corporation, on behalf of said corporation.

My commission expires:

Sharon Kay Jaynes
Notary Public



ASSIGNMENT, BILL OF SALE AND CONVEYANCE
Chaco No. 1,2R
Chaco No. 4,5
Chaco Limited No. 1-J, 2-J
Fawkes No. 1
Kirby Federal No. 1, Ross Federal No. 1

This Assignment, Bill of Sale and Conveyance is made and entered into this 8th day of March, 1995, by and between J.K. EDWARDS ASSOCIATES, INC., herein referred to as "Assignor", and PENDRAGON RESOURCES L.P., hereinafter referred to as "Assignee".

WITNESSETH:

WHEREAS, Assignor owns certain right, title and interest in the properties described in Exhibit "A" attached hereto and made a part hereof, hereinafter referred to as "the Subject Properties";

WHEREAS, Assignor desires to sell, and Assignee desires to acquire, 75% of 8/8ths of Assignor's right, title and interest in, to, and under the Subject Properties.

NOW THEREFORE, in consideration of the mutual benefit to all parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged for all purposes, Assignor does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver unto Assignee the Subject Properties described in Exhibit "A", which properties are more specifically described as follows:

- (a) 75% of 8/8ths of the Subject Properties described in Exhibit "A";
- (b) 75% of 8/8ths of Assignor's right, title and interest in and to all presently existing and valid oil, gas and/or mineral unitization, pooling, and/or orders and in and to the properties covered and the units created thereby (including, without limitation, units formed under orders, rules, regulations or other official acts of any federal, state or other authority having jurisdiction, voluntary unitization agreements, designations and/or declaration, and so called "working interest units" created under operating agreements or otherwise), which relate to any of the properties described in Exhibit "A";



Page 1 of 10

FILED OR RECORDED
BOOK 1197 PAGE 727
SAN JUAN COUNTY, NEW MEXICO

MAR 16 1995

12:15 P.M.

CLERK
COUNTY CLERK
DEPUTY
REC 12:15 P.M. 11/2000

- (c) 75% of 8/8ths of Assignor's right, title and interest in and to all presently existing and valid production sales (and sales related) contracts, operating agreements, and other agreements and contracts which relate to any of the properties described in Exhibit "A" and subparagraph (a) above, or which relate to the exploration, development, operation or maintenance thereof or the treatment, storage, transportation or marketing of production therefrom (or allocated thereto);
- (d) 75% of 8/8ths of Assignor's right, title and interest in and to the Chaco No. 1-2R, Chaco No. 4, 5, Chaco Limited No. 1-J, 2, -J, Fawkes No. 1, Kirby Federal No. 1, and Ross Federal No. 1, the equipment associated with the wells, together with the right, title and interest in and to other materials, supplies, machinery, equipment, improvements, and any other personal property and fixtures associated with the wells in Exhibit "A". The easements, rights-of-way, surface leases and other surface rights, permits and licenses, and other appurtenances being used or held for use in connection with, or otherwise related to, the exploration, development, operation or maintenance of any of the properties described in Exhibit "A" and subparagraphs (a) and (b) above, or the treatment, storage, gathering, transportation or marketing or production therefrom or allocated thereto;
- (e) 75% of 8/8ths of Assignor's interest in lease records, and other data and records used or held for use in connection with the exploration, development or operation of the properties described in Exhibit "A"; and
- (f) Except as specified below, 75% of 8/8ths of the oil, gas, casing head gas, condensate, distillate, liquid hydrocarbons, and gaseous hydrocarbons (collectively called "Hydrocarbons") in and under that may be produced and saved from the base of the Fruitland Coal formation to the base of the Pictured Cliffs formation on the Subject Properties from and after the effective date, and all proceeds attributable thereto. The hydrocarbons in and under and produced and saved from the Subject Properties before the effective date, and the proceeds attributable thereto, are hereby retained and reserved in favor of Assignor.

TO HAVE AND TO HOLD, the Subject Properties unto Assignee, its successors and assigns, provided, however, this Assignment is made subject to the following terms and provisions:

I.

The Subject Properties are sold "AS IS" and "WHERE IS" without any warranty of merchantability, condition or fitness for a particular purpose, either express or implied; however, Assignor warrants and covenants that there are not liens, mortgages, security interests, financing statements, or other claims or encumbrances as to the Subject Properties.

II.

Assignor hereby assumes and agrees to pay and perform and discharge all obligations attributable to the interest conveyed by Assignor to Assignee in the Subject Properties prior to the effective date of this assignment. Assignee hereby assumes and agrees that it has rights to all revenues received on production, and to pay, perform and discharge all obligations attributable to the interests conveyed by Assignor to Assignee in the Subject Properties which are attributable after the effective date of this Agreement.

III.

Assignor hereby agrees to execute any and all other instruments and/or documents necessary to give effect to the transfer of assignor's interests in the Subject Properties.

IV.

This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

V.

This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, and successors and assigns.

IN WITNESS WHEREOF, this Assignment, Bill of Sale, and Conveyance has been executed and delivered on the date and year first above written, but effective December 31, 1994.

ASSIGNOR:

J.K. EDWARDS ASSOCIATES, INC.

By: *J. Keith Edwards*
J.K. Edwards, President

ACKNOWLEDGEMENT

STATE OF COLORADO)
COUNTY OF DENVER)

This instrument was acknowledged before me this 8th day of March, 1995, by J. Keith Edwards, President of J.K. Edwards Associates, Inc., a Colorado corporation on behalf of said corporation.

[Signature]
Notary Public

My commission expires: 7/9/95

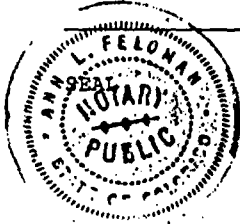


EXHIBIT "A"

Attached to and made a part of that certain Assignment,
Bill of Sale and Conveyance effective December 31, 1994,
by and between Assignor and Assignee

**LEASES AND LANDS FROM THE BASE OF THE FRUITLAND COAL
FORMATION TO BASE OF THE PICTURED CLIFFS FORMATION**

I. LEASES

(1)
Lease No. NM-23472
Lessor: United States of America
Lease Effective Date: February 1, 1975
Original Lessee: Robert L. Bayless
Lease Description: Township 26 North, Range 12 West, NMRM
Section 7: Lots 3,4 (W/2SW)
Section 18: Lots 1,2 (W/2NW)
Containing 152.73 acres, more or less
County: San Juan
State: New Mexico
Well: Chaco 1,2R
WI Being Conveyed by J.K.
Edwards Associates, Inc. to
Pendragon Resources L.P.: 75%

(2)
Lease No. NM-22046
Lessor: United States of America
Lease Effective Date: September 1, 1974
Original Lessee: Judy Payne
Lease Description: Township 26 North, Range 12 West, NMRM
Section 7: E.2SW
Section 18: E/2NW
Containing 160.00 acres, more or less
County: San Juan
State: New Mexico
Well: Chaco 1,2R
WI Being Conveyed by J.K.
Edwards Associates, Inc. to
Pendragon Resources L.P.: 75%

II. WELLS

	<u>LOCATION (SPACING)</u>
Chaco No. 1	T-26-N, R-12-W Sec. 18: SENW (NW)
Chaco No. 2R	T-26-N, R-12-W Sec.7: NESW (SW)

EXHIBIT "A" (continued)
Attached to and made a part of that certain Assignment,
Bill of Sale and Conveyance effective December 31, 1994,
by and between Assignor and Assignee

**LEASES AND LANDS FROM THE BASE OF THE FRUITLAND COAL
FORMATION TO BASE OF THE PICTURED CLIFFS FORMATION**

I. LEASES

(3)
Lease No. SF-080238-A
Lessor: United States of America
Lease Effective Date: April 1, 1951
Original Lessee: Beulah Morgan
Lease Description: Township 26 North, Range 12 West, NMPM
Section 7: Lots 1,2 E/2NW
Section 26: North, Range 13 West, NMPM
Section 1: SE
Containing 316.10 acres, more or less
County: San Juan
State: New Mexico
Well: Chaco 4, 5
WI Being Conveyed by J.K.
Edwards Associates, Inc. to
Pendragon Resources L.P.: 75%

II. WELLS

	<u>LOCATION (SPACING)</u>
Chaco No. 4	T-26-N, R-12-W Sec. 7: NWNW (NW)
Chaco No. 5	T-26-N, R-13-W Sec. 1: SESE (SE)

EXHIBIT "A" (continued)
Attached to and made a part of that certain Assignment,
Bill of Sale and Conveyance effective December 31, 1994,
by and between Assignor and Assignee

LEASES AND LANDS FROM THE BASE OF THE FRUITLAND COAL
FORMATION TO BASE OF THE PICTURED CLIFFS FORMATION

I. LEASES

(4)
Lease No. SF-080238-A
Lessor: United States of America
Lease Effective Date: April 1, 1951
Original Lessee: Beulah Morgan
Lease Description: Township 26 North, Range 13 West, NMPM
Section 1: Lots 1,2, S/2NE, SW
Containing 320.08 acres, more or less
County: San Juan
State: New Mexico
Well: Chaco 1-J, 2-J
WI Being Conveyed by J.K.
Edwards Associates, Inc. to
Pendragon Resources L.P.: 75%

II. WELLS

	<u>LOCATION (SPACING)</u>
Chaco Limited No. 1-J	T-26-N, R-13-W Sec. 1: NESW (SW)
Chaco Limited No. 2-J	T-26-N, R-13-W Sec. 1: NWNE (NE)

EXHIBIT "A" (continued)

Attached to and made a part of that certain Assignment,
Bill of Sale and Conveyance effective December 31, 1994,
by and between Assignor and Assignee

**LEASES AND LANDS FROM THE BASE OF THE FRUITLAND COAL
FORMATION TO BASE OF THE PICTURED CLIFFS FORMATION**

I. LEASES

(5)
Lease No. Fee
Lessor: Owen Harris, et al
Lease Effective Date: August, 1958
Original Lessee: Basin Company
Lease Description: Township 29 North, Range 13 West, NMPM
Section 18: SE
Containing 160.00 acres, more or less
San Juan
County: New Mexico
State: Fawkes No. 1
Well:
WI Being Conveyed by J.K.
Edwards Associates, Inc. to
Pendragon Resources L.P.: 75%

II. WELL

LOCATION (SPACING)

Fawkes No. 1

T-29-N, R-13-W
Sec. 18: NESE (SE)

EXHIBIT "A"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance effective December 31, 1994, by and between Assignor and Assignee.

**LEASES AND LANDS FROM THE SURFACE OF THE EARTH
TO BASE OF THE PICTURED CLIFFS FORMATION**

I. LEASES

LOCATION (SPACING)

Lease No.: NM-308
Lessor: United States of America
Lease Effective Date: September 1, 1966
Original Lessee: Raymond Chorney
Lease Description: Township 26 North, Range 13 West, NMPM
Section 5: Lot 3, S/2NW
Containing 120.06 acres, more or less
San Juan
County: San Juan
State: New Mexico
Well: Kirby Federal No. 1
WI Being Conveyed by J.K.
Edwards Associates, Inc. to
Pendragon Resources L.P.: 33.33 $\frac{1}{2}$ x 75 $\frac{1}{2}$

Lease No.: NM-0559974
Lessor: United States of America
Lease Effective Date: June 1, 1966
Original Lessee: F.C. Grisby
Lease Description: Township 26 North, Range 13 West, NMPM
Section 5: Lot 4
Containing 40.08 acres, more or less
San Juan
County: San Juan
State: New Mexico
Well: Kirby Federal No. 1
WI Being Conveyed by J.K.
Edwards Associates, Inc. to
Pendragon Resources L.P.: 33.33 $\frac{1}{2}$ x 75 $\frac{1}{2}$

Lease No.: NM-11775
Lessor: United States of America
Lease Effective Date: June 1, 1970
Original Lessee: Ruth Ross
Lease Description: Township 26 North, Range 13 West, NMPM
Section 4: Lots 1,2, S/2NE
Containing 159.81 acres, more or less
San Juan
County: San Juan
State: New Mexico
Well: Ross Federal No. 1
WI Being Conveyed by J.K.
Edwards Associates, Inc. to
Pendragon Resources L.P.: 33.33 $\frac{1}{2}$ x 75 $\frac{1}{2}$

EXHIBIT "A" (continued)

II. WELLS

	<u>LOCATION (SPACING)</u>
Kirby Federal No. 1	T-26-N, R-13-W Sec. 5: NENW (NW)
Ross Federal No. 1	T-26-N, R-13-W Sec. 4: NENE (NE)

DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

**TRANSFER OF OPERATING RIGHTS (SUBLEASE) 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. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.

SF-080238-A

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

- 1. Transferee (Sublessee)*
Street
City, State, ZIP Code

J.K. Edwards & Associates, Inc.
1401 17th St., Ste 1400
Denver, Co 80202

*If more than one transferee, check here and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: (Check one) Oil and Gas Lease, or Geothermal Lease

Interest conveyed: (Check one or both, as appropriate) Operating Rights (sublease) Overriding Royalty, payment out of production or other similar interests or payments

- 2. This transfer (sublease) 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	Conveyed	Retained	Reserved	Previously reserved or conveyed
	b	c	d	e	f
<p><u>township 26 North, Range 13 West, NMPM</u> Section 1: Lots 1,2, S/2NE, SW</p> <p>Containing 320.08 acres, more or less San Juan County, New Mexico</p> <p>Limited from the base of the Fruitland Coal formation to the base of the Pictured Cliffs formation.</p>	100% of 8/8ths	100% of 8/8ths	None	None	5% of 8/8ths

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

Transfer approved effective FEB - 1 1995

By /s/ Rose Ann Ortiz
(Authorized Officer)

Chief, Lease Maintenance Unit
(Title)

APR 27 1995
(Date)

Lot 99

RECEIVED
BUR. OF LAND MGMT.
N.M.S.C. SANTA FE
JAN 09 1995
AM 7:18:10/11/12/13/14/15/16

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
2. Transferee certifies as follows: (a) Transferee 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 transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, 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; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is in compliance with abandonment requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, 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 transfer 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 _____ day of _____, 19_____

Executed this 14th day of December, 1994

Name of Transferor *See attachment
Please type or print

J.K. Edwards + Associates, Inc.

Transferor _____
(Signature)

Transferee _____
(Signature)

or
Attorney-in-fact _____
(Signature)

or
Attorney-in-fact [Signature]
(Signature)

(Transferor's Address)

(City) (State) (Zip Code)

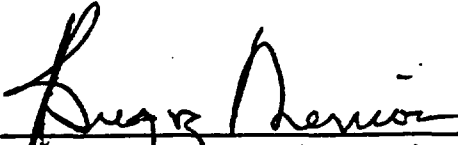
BURDEN HOURS STATEMENT

The reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau of Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.


Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

TRANSFERORS:

Chaco Ltd. 1-J, 2-J



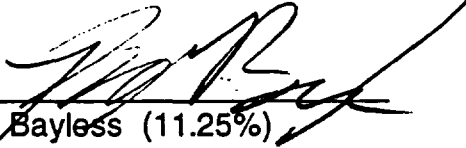
J. Gregory Merrion (11.25%)
P.O. Box 840
Farmington, NM 87499-0840



Rita V. Merrion, his wife

J. GREGORY MERRION AND RITA V. MERRION
REVOCABLE TRUST


By: 
J. Gregory Merrion, Trustee



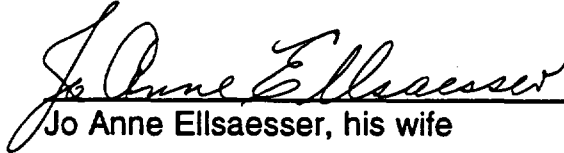
Robert L. Bayless (11.25%)
P.O. Box 168
Farmington, NM 87499-0168



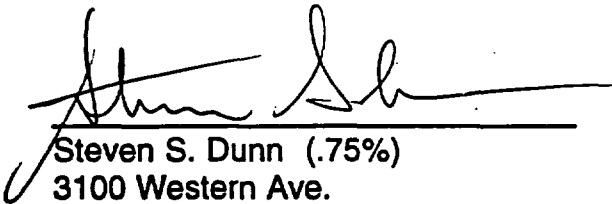
Bernice M. Bayless, his wife



Merle L. Ellsaesser (1%)
2501 West Broadway
Bloomfield, NM 87413



Jo Anne Ellsaesser, his wife



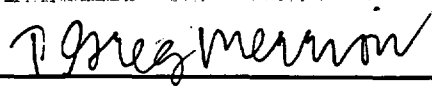
Steven S. Dunn (.75%)
3100 Western Ave.
Farmington, NM 87401

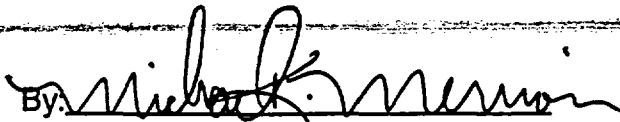


Melinda A. Dunn, his wife

MERRION OIL & GAS CORPORATION

ATTEST:

By: 
T. Greg Merrion, President (75.75%)
P.O. Box 840
Farmington, NM 87499-0840

By: 
Michael K. Merrion, Secretary

STATE OF NEW MEXICO)
§
COUNTY OF SAN JUAN)

This instrument was acknowledged before me this 2nd day of December, 1994, by J. Gregory Merrion, Trustee of the J. Gregory Merrion and Rita V. Merrion Revocable Trust, on behalf of said Trust.

My commission expires:

6-27-98

Crystal Williams
Notary Public

STATE OF NEW MEXICO)
§
COUNTY OF SAN JUAN)

This instrument was acknowledged before me this 2nd day of December, 1994, by T. Greg Merrion, President of Merrion Oil & Gas Corporation, a New Mexico corporation, on behalf of said corporation.

My commission expires:

6-27-98

Crystal Williams
Notary Public

STATE OF NEW MEXICO)
§
COUNTY OF SAN JUAN)

Before me, a notary public, on this 5th day of December, 1994, personally appeared Robert L. Bayless and Bernice M. Bayless, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged that they executed the same as their free and voluntary act and deed.

My commission expires:

9-20-96

John Morris
Notary Public

STATE OF NEW MEXICO)
§
COUNTY OF SAN JUAN)

Before me, a notary public, on this 16th day of December, 1994, personally appeared Merle L. Ellsaesser and Jo Anne Ellsaesser, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged that they executed the same as their free and voluntary act and deed.

My commission expires:

6-27-98

Cynthia Williams
Notary Public

STATE OF NEW MEXICO)
§
COUNTY OF SAN JUAN)

Before me, a notary public, on this 5th day of December, 1994, personally appeared Steven S. Dunn and Melinda A. Dunn, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged that they executed the same as their free and voluntary act and deed.

My commission expires:

6-27-98

Cynthia Williams
Notary Public

(Corporate)

STATE OF)
COUNTY OF)

This instrument was acknowledged before me this 14th day of December, 1994, by Don Poe, Attorney-In-Fact of J.K. Edwards & Associates a Colorado corporation, on behalf of said corporation.

My commission expires:

Sharon Kay Jaynes
Notary Public



5

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

RECEIVED

BUR. OF LAND MGMT. **TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A
LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES**

N.M.S.G. SANTA FE

NOV 15 1993

AM 7 8 9 10 11 12 1 2 3 4 5 6 PM

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. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.

SF-080238-A

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* **Maralex Resources, Inc.**
Street **410 17th Street, Suite 220**
City, State, ZIP Code **Denver, CO 80202**

*If more than one transferee, check here and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: (Check one) Oil and Gas Lease, or Geothermal Lease

Interest conveyed: (Check one or both, as appropriate) Operating Rights (sublease) Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

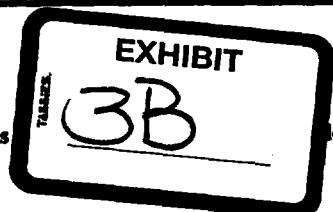
Land Description <small>Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.</small>	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	b	c	d		
<u>Township 26 North, Range 13 West, NMPM</u> Section 1: Lots 3,4, S/2NW, SE Section 10: S/2 Section 12: NE	100% of 8/8ths	100% of 8/8ths	-0-	5.00% of 8/8ths	5.00% of 8/8ths
<u>Township 26 North, Range 12 West, NMPM</u> Section 6: Lots 6,7, E/2SW Section 7: Lots 1,2, E/2NW Containing 1111.86 acres, more or less San Juan County, New Mexico Operating Rights from the surface of the earth to the base of the Fruitland (Coal-Gas) Formation, subject to the terms and provisions of that certain Farmout Agreement, dated December 7, 1992, by and between Merrion Oil & Gas et als, Robert L. Bayless, Pitco Production Co., and Maralex Resources, Inc.					

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this lease to this lease.

Transfer approved effective DEC 01 1993



By Angela Trujillo
(Authorized Officer)

Chief, Lease Maintenance Unit
(Title)

JAN 21 1994
(Date)

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
2. Transferee certifies as follows: (a) Transferee 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 transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, 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; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee 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) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, 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 transfer 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 _____ day of _____, 19____

Executed this 15th day of NOV., 1993

Name of Transferor *See attachment.
Please type or print

MARALEX RESOURCES, INC.

Transferor _____
(Signature)

Transferee _____
(Signature)

or
Attorney-in-fact _____
(Signature)

or
Attorney-in-fact Jennifer A. Ritcher
(Signature)

(Transferor's Address)

Jennifer A. Ritcher

(City) (State) (Zip Code)

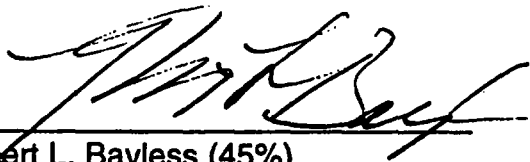
117

BURDEN HOURS STATEMENT

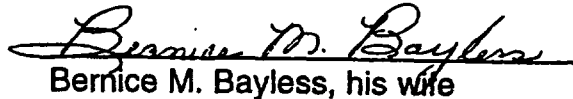
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Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

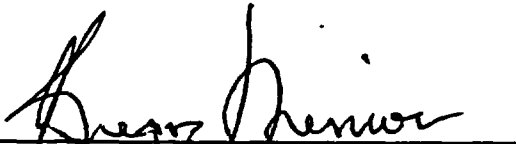
Transferors:



Robert L. Bayless (45%)
P.O. Box 168
Farmington, NM 87499-0168



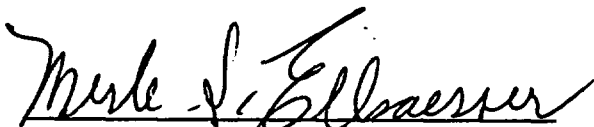
Bernice M. Bayless, his wife



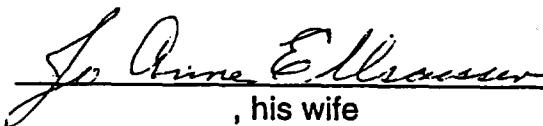
J. Gregory Merrion (45%)
P.O. Box 840
Farmington, NM 87499-0840



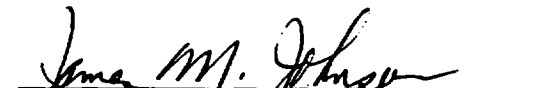
Rita V. Merrion, his wife



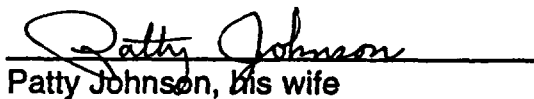
Merle L. Ellsaesser (4%)
2501 W. Broadway
Bloomfield, NM 87413



Jo Anne Ellsaesser, his wife



James M. Johnson (3%)
1909 Cliffside Drive
Farmington, NM 87401



Patty Johnson, his wife



Steven S. Dunn (3%)
3100 Western Avenue
Farmington, NM 87401



Melinda Dunn, his wife

Attached to and made a part of that certain Transfer of Operating Rights for lease
SF-080238-A

J. GREGORY MERRION AND RITA V.
MERRION REVOCABLE TRUST

By: *J. Gregory Merrion*
J. Gregory Merrion, Trustee

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

RECEIVED
1. OF LAND MGMT.
N.M.S.O. SANTA FE
NOV 15 1993

**TRANSFER OF OPERATING RIGHTS (SUBLEASE) 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. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.

SF-080238-A

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* **Maralex Resources, Inc.**
Street **410 17th Street, Suite 220**
City, State, ZIP Code **Denver, CO 80202**

*If more than one transferee, check here and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: (Check one) Oil and Gas Lease, or Geothermal Lease

Interest conveyed: (Check one or both, as appropriate) Operating Rights (sublease) Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description 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.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	b	c	d	e	f
Township 26 North, Range 13 West, NMPM Section 12: NW	100% of 8/8ths	100% of 8/8ths	-0-	5.00% of 8/8ths	5.00% of 8/8ths
Township 26 North, Range 12 West, NMPM Section 6: Lots 3,4,5, SENW Containing 314.38 acres, more or less San Juan County, New Mexico					
Operating Rights from the surface of the earth to the base of the Fruitland (Coal-Gas) Formation, subject to the terms and provisions of that certain Farmout Agreement, dated December 7, 1992, by and between Merrion Oil & Gas et als, Robert L. Bayless, Pitco Production Co., and Maralex Resources, Inc.					

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

Transfer approved effective **DEC 01 1993**

By **Angela Trujillo**
(Authorized Officer)

Chief, Lease Maintenance Unit **JAN 21 1994**
(Title) (Date)

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
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For geothermal transfers, 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 transfer 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 _____ day of _____, 19_____

Executed this 15th day of NOV., 1993

Name of Transferor *See attachment.
Please type or print

MARALEX RESOURCES, INC.

Transferor _____
(Signature)

Transferee _____
(Signature)

or
Attorney-in-fact _____
(Signature)

or
Attorney-in-fact Jennifer A. Ritcher
(Signature)

(Transferor's Address)

Jennifer A. Ritcher

(City) (State) (Zip Code)

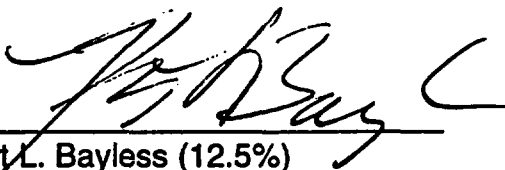
121

BURDEN HOURS STATEMENT

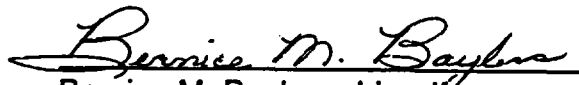
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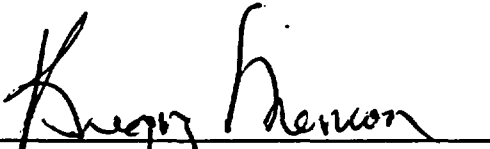
Transferors:



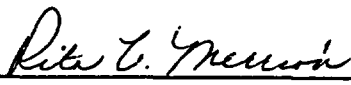
Robert L. Bayless (12.5%)
P.O. Box 168
Farmington, NM 87499-0168



Bernice M. Bayless, his wife

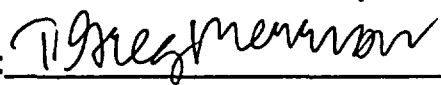


J. Gregory Merrion (12.5%)
P.O. Box 840
Farmington, NM 87499-0840



Rita V. Merrion, his wife

MERRION OIL & GAS CORPORATION

By: 

T. Greg Merrion, President (75%)
P.O. Box 840
Farmington, NM 87499-0840

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

RECEIVED
BUREAU OF LAND MGMT.
N.M.S.O. SANTA FE
NOV 15 1993
AM
7 8 9 10 11 12 1 2 3 4 5 6

**TRANSFER OF OPERATING RIGHTS (SUBLEASE) 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. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.

NM-22046

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* **Maralex Resources, Inc.**
Street **410 17th Street, Suite 220**
City, State, ZIP Code **Denver, CO 80202**

*If more than one transferee, check here and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: (Check one) Oil and Gas Lease, or Geothermal Lease

Interest conveyed: (Check one or both, as appropriate) Operating Rights (sublease) Overriding Royalty payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
<p>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.</p> <p>Township 26 North, Range 12 West, NMPM Section 7: E/2SW Containing 80.00 acres, more or less San Juan County, New Mexico</p> <p>Operating Rights from the surface of the earth to the base of the Fruitland (Coal-Gas) Formation, subject to the terms and provisions of that certain Farmout Agreement, dated December 7, 1992, by and between Merrion Oil & Gas et als, Robert L. Bayless, Pitco Production Co., and Maralex Resources, Inc.</p>	100% of 8/8ths	100% of 8/8ths	-0-	5.00% of 8/8ths	5.00% of 8/8ths

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable to this lease.

Transfer approved effective **DEC 01 1993**

By **Angela Trujillo**

Chief, Lease Maintenance Unit

JAN 21 1994

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

- 1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
2. Transferee certifies as follows: (a) Transferee 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.
3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal transfers, 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 transfer 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 07th day of Sept, 19 93

Executed this 15th day of Nov, 19 93

Name of Transferor Merrion Oil & Gas Corporation

MARALEX RESOURCES, INC.

Please type or print.

Transferor T. Greg Merrion, President (Signature)

Transferee (Signature)

or Attorney-in-fact (Signature)

or Attorney-in-fact Jennifer A. Ritcher (Signature)

Post Office Box 840 (Transferor's Address)

Jennifer A. Ritcher

Farmington NM 87499 (City) (State) (Zip Code)

271

39

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau of Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

RECEIVED **TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES**

Lease Serial No.

NM NM-23472

N.M.S.O. SANTA FE
NOV 15 1993

AM 7:18 PM 8:10

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. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)* **Maralex Resources, Inc.**
Street **410 17th Street, Suite 220**
City, State, ZIP Code **Denver, CO 80202**

*If more than one transferee, check here and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: (Check one) Oil and Gas Lease, or Geothermal Lease

Interest conveyed: (Check one or both, as appropriate) Operating Rights (sublease) Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) 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	Conveyed	Retained	Reserved	Previously reserved or conveyed
	b	c	d	e	f
Township 26 North, Range 12 West, NMPM Section 7: Lots 3,4 Containing 76.30 acres, more or less San Juan County, New Mexico Operating Rights from the surface of the earth to the base of the Fruitland (Coal-Gas) Formation, subject to the terms and provisions of that certain Farmout Agreement dated December 7, 1992, by and between Merrion Oil & Gas et als, Robert L. Bayless, Pitco Production Co., and Maralex Resources, Inc.	100% of 8/8ths	100% of 8/8ths	-0-	10% of 8/8ths	None

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

Transfer approved effective: DEC 01 1993

By Angela Trujillo
(Authorized Officer)

351
Chief, Lease Maintenance Unit
(Title)

JAN 21 1994
(Date)

VOLUME 10000

NOV 1 1993

NOV 1 1993

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
2. Transferee certifies as follows: (a) Transferee 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 transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, 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; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee 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) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.
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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 _____ day of _____, 19____

Executed this 15th day of NOV., 1993

Name of Transferor *See attachment!
Please type or print

MARALEX RESOURCES, INC.

Transferor _____
(Signature)

Transferee _____
(Signature)

or
Attorney-in-fact _____
(Signature)

or
Attorney-in-fact Jennifer A. Ritcher
(Signature)

(Transferor's Address)

Jennifer A. Ritcher

(City) (State) (Zip Code)

22

BURDEN HOURS STATEMENT

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Transferors:

Robert L. Bayless

Robert L. Bayless (45%)
P.O. Box 168
Farmington, NM 87499-0168

Bernice M. Bayless

Bernice M. Bayless, his wife

J. Gregory Merrion

J. Gregory Merrion (45%)
P.O. Box 840
Farmington, NM 87499-0840

Rita V. Merrion

Rita V. Merrion, his wife

Merle L. Ellsaesser

Merle L. Ellsaesser (4%)
2501 W. Broadway
Bloomfield, NM 87413

Jo Anne Ellsaesser

, his wife
Jo Anne Ellsaesser

James M. Johnson

James M. Johnson (3%)
1909 Cliffside Drive
Farmington, NM 87401

Patty Johnson

Patty Johnson, his wife

Steven S. Dunn


Steven S. Dunn (3%)
3100 Western Avenue
Farmington, NM 87401

Melinda Dunn

Melinda Dunn, his wife

Attached to and made a part of that certain Transfer of Operating Rights form for NM-23472.

J. GREGORY MERRION AND RITA V.
MERRION REVOCABLE TRUST

By: 
J. Gregory Merrion, Trustee

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

**TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A
LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES**

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
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Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.

SF-080238-A

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City, State, ZIP Code **Denver, CO 80202**

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	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	b	c	d	e	f
<p>Township 26 North, Range 13 West, NMPM Section 1: Lots 1,2, S/2NE, SW Containing 320.08 acres, more or less San Juan County, New Mexico</p> <p>Operating Rights from the surface of the earth to the base of the Fruitland (Coal-Gas) Formation, subject to the terms and provisions of that certain Farmout Agreement, dated December 7, 1992, by and between Merrion Oil & Gas et als, Robert L. Bayless, Pitco Production Co., and Maralex Resources, Inc.</p>	100% of 8/8ths	100% of 8/8ths	-0-	5.00% of 8/8ths	5.00% of 8/8ths

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

Transfer approved effective DEC 01 1993

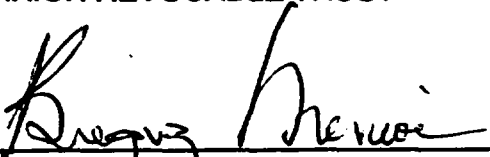
By [Signature]
(Authorized Officer)

Chief, Lease Maintenance Unit (Title) JAN 21 1994 (Date)

Attached to and made a part of that certain Transfer of Operating Rights for lease
SF-080238-A


**J. GREGORY MERRION AND RITA V.
MERRION REVOCABLE TRUST**


By:

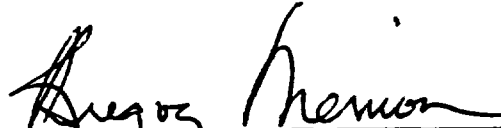



J. Gregory Merrion, Trustee


Transferors:

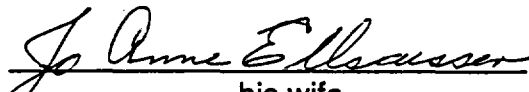

Robert L. Bayless (11.25%)
P.O. Box 168
Farmington, NM 87499-0168



Bernice M. Bayless, his wife

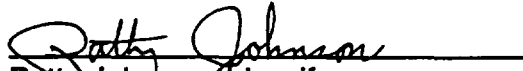

J. Gregory Merrion (11.25%)
P.O. Box 840
Farmington, NM 87499-0840



Rita V. Merrion, his wife

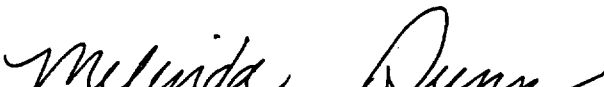

Merle L. Ellsaesser (1%)
2501 W. Broadway
Bloomfield, NM 87413


, his wife
Jo Anne Ellsaesser

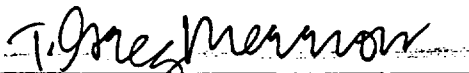

James M. Johnson (.75%)
1909 Cliffside Drive
Farmington, NM 87401


Patty Johnson, his wife


Steven S. Dunn (.75%)
3100 Western Avenue
Farmington, NM 87401


Melinda Dunn, his wife

MERRION OIL & GAS CORPORATION

By: 
T. Greg Merrion (75%)
P.O. Box 840
Farmington, NM 87499-0840

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A
LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

SF-080238A

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. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)*
Street BWAB, L.L.C. (7%)
City, State, ZIP Code 475 Seventeenth Street, Suite 1600
Denver, Colorado 80202

*If more than one transferee, check here and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: (Check one) Oil and Gas Lease, or Geothermal Lease

Interest conveyed: (Check one or both, as appropriate) Operating Rights (sublease) Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description 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.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	b	c	d	e	f
Township 26 North, Range 12 West, NMPM Section 6: Lots 3, 4, 5, 6, 7, E/2 SW/4, SE/4 NW/4 Section 7: Lots 1, 2, E/2 NW/4	* 82.25	* 81.75	* .50	-0-	See prior reservations of record
Township 26 North, Range 13 West, NMPM Section 1: Lots 1, 2, 3, 4, S/2 N/2, S/2 Section 12: N/2					
Containing 1,426.32 acres, more or less San Juan County, New Mexico					
From the surface of the earth to the base of the Fruitland (Coal-Gas) Formation	* See attached		Schedule A		

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

Transfer approved effective OCT 01 1995

By 
(Authorized Officer)

LAND LAW ASSISTANT
FLUIDS ADJUDICATION TEAM
(Title)

NOV 04 1995
(Date)

Whiting Petroleum Corporation (93%)
1700 Broadway, Suite 2300
Denver, Colorado 80290

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
2. Transferee certifies as follows: (a) Transferee 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 transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, 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; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee 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) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, 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 transfer 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 _____ day of _____, 19 _____

Executed this 8th day of September, 19 95

Name of Transferor SEE ATTACHED LIST OF TRANSFERORS
Please type or print

but effective May 1, 1995.
BWAB, L.L.C.

Transferor _____
or (Signature)

Transferee Randall C. Roulier
Manager / Member (Signature)

Attorney-in-fact _____
(Signature)

WHITING PETROLEUM CORPORATION

(Transferor's Address)

(City) (State) (Zip Code)

Transferee John R. Hagford
VICE PRESIDENT

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

SCHEDULE A

LEASE SERIAL NO. SF-080238A

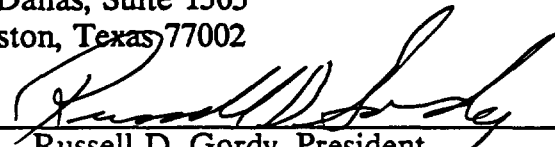
	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
TRANSFERORS					
Gordy Gas Corporation	38.50	38.50	-0-	-0-	See prior reservations of record
Petrosakh U.S.A.	20.00	20.00	-0-	-0-	
JGF, Inc.	12.00	12.00	-0-	-0-	
Donald G. Parsons	3.00	3.00	-0-	-0-	
K-Par Partners	3.00	3.00	-0-	-0-	
Steven T. Wolf	2.50	2.50	-0-	-0-	
James B. Fullerton	1.00	1.00	-0-	-0-	
George B. Broome	1.00	1.00	-0-	-0-	
Adelante Oil & Gas, L.L.C.	1.00	.50	.50	-0-	
Robert W. Allen & Debra G. Allen	.25	.25	-0-	-0-	
TOTAL	82.25	81.75	.50	-0-	

TRANSFERORS

This Assignment may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

Executed this 7th day of September, 1995, but effective as of May 1, 1995

Gordy Gas Corporation
811 Dallas, Suite 1505
Houston, Texas 77002

By: 

Russell D. Gordy, President

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

Petrosakh U.S.A.
400 North St. Paul, Suite 400
Dallas, Texas 75201

By: _____
Mark McKinley, President

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

JGF, Inc.
1331 Lamar, Suite 1065
Houston, Texas 77010

By: _____
James G. Floyd, President

TRANSFERORS

This Assignment may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

Gordy Gas Corporation
811 Dallas, Suite 1505
Houston, Texas 77002

By: _____
Russell D. Gordy, President

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Petrosakh U.S.A.
400 North St. Paul, Suite 400
Dallas, Texas 75201

By: 
Mark McKinley, President

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1331 Lamar, Suite 1065
Houston, Texas 77010

By: _____
James G. Floyd, President

TRANSFERORS

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Gordy Gas Corporation
811 Dallas, Suite 1505
Houston, Texas 77002

By: _____
Russell D. Gordy, President

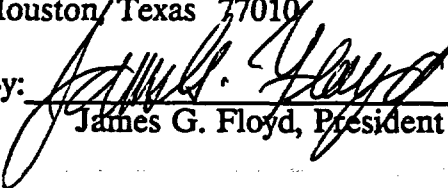
Executed this _____ day of _____, 1995, but effective as of May 1, 1995

Petrosakh U.S.A.
400 North St. Paul, Suite 400
Dallas, Texas 75201

By: _____
Mark McKinley, President

Executed this 6 day of September, 1995, but effective as of May 1, 1995

JGF, Inc.
1331 Lamar, Suite 1065
Houston, Texas 77010

By: 
James G. Floyd, President

TRANSFERORS

Page 2

Executed this 6th day of September, 1995, but effective as of May 1, 1995

Donald G. Parsons
223 Oakdene Road
Barrington, Illinois 60010

By: Donald G. Parsons
Donald G. Parsons

By: Arlene W. Parsons
Arlene Parsons (Spouse)

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

K-Par Partners
223 Oakdene Road
Barrington, Illinois 60010

By: _____
Donald G. Parsons

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

Steven T. Wolf
400 North St. Paul, Suite 400
Dallas, Texas 75201

By: _____
Steven T. Wolf

TRANSFERORS
Page 2

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

Donald G. Parsons
223 Oakdene Road
Barrington, Illinois 60010

By: _____
Donald G. Parsons

By: _____
Arlene Parsons (Spouse)

Executed this 6th day of September, 1995, but effective as of May 1, 1995

K-Par Partners
223 Oakdene Road
Barrington, Illinois 60010

By: 
Donald G. Parsons

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

Steven T. Wolf
400 North St. Paul, Suite 400
Dallas, Texas 75201

By: _____
Steven T. Wolf

TRANSFERORS

Page 2

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

Donald G. Parsons
223 Oakdene Road
Barrington, Illinois 60010

By: _____
Donald G. Parsons

By: _____
Arlene Parsons (Spouse)

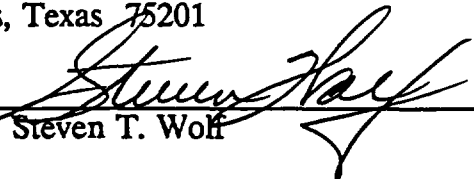
Executed this _____ day of _____, 1995, but effective as of May 1, 1995

K-Par Partners
223 Oakdene Road
Barrington, Illinois 60010

By: _____
Donald G. Parsons

Executed this 8th day of September, 1995, but effective as of May 1, 1995

Steven T. Wolf
400 North St. Paul, Suite 400
Dallas, Texas 75201

By: 
Steven T. Wolf

TRANSFERORS

Page 3

Executed this 6th day of June, 1995, but effective as of May 1, 1995

James B. Fullerton
1645 Court Place, Suite 406
Denver, Colorado 80202

By: James B. Fullerton
James B. Fullerton

By: Barbara A. Fullerton
Barbara A. Fullerton (Spouse)

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

George B. Broome
409 St. Michaels Drive
Santa Fe, New Mexico 87504

By: _____
George B. Broome

By: _____
Diane Broome (Spouse)

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

Adelante Oil & Gas, L.L.C.
P.O. Box 2471
Durango, Colorado 81301

By: _____
Michael J. Finney, Managing Director

TRANSFERORS

Page 3

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

James B. Fullerton
1645 Court Place, Suite 406
Denver, Colorado 80202

By: _____
James B. Fullerton

By: _____
Barbara A. Fullerton (Spouse)

Executed this 7th day of September, 1995, but effective as of May 1, 1995

George B. Broome
409 St. Michaels Drive
Santa Fe, New Mexico 87504

By: George B. Broome
George B. Broome

By: Diane M. Broome
Diane Broome (Spouse)

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

Adelante Oil & Gas, L.L.C.
P.O. Box 2471
Durango, Colorado 81301

By: _____
Michael J. Finney, Managing Director

TRANSFERORS

Page 3

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

James B. Fullerton
1645 Court Place, Suite 406
Denver, Colorado 80202

By: _____
James B. Fullerton

By: _____
Barbara A. Fullerton (Spouse)

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

George B. Broome
409 St. Michaels Drive
Santa Fe, New Mexico 87504

By: _____
George B. Broome

By: _____
Diane Broome (Spouse)

Executed this 6th day of September, 1995, but effective as of May 1, 1995

Adelante Oil & Gas, L.L.C.
P.O. Box 2471
Durango, Colorado 81301

By: 
Michael J. Finney, Managing Director

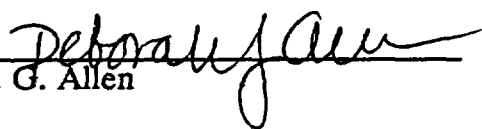
TRANSFERORS

Page 4

Executed this 6th day of September, 1995, but effective as of May 1, 1995

Robert W. Allen & Debra G. Allen
72 Silver Mountain Lane
Durango, Colorado 81301

By: 
Robert W. Allen

By: 
Debra G. Allen

~~Executed this _____ day of _____, 1995, but effective as of May 1, 1995~~

~~John Wilson
13400 County Road 120
Hesperus, Colorado 81326~~

~~By: _____
John Wilson~~

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

NOV 06 1995

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A
LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

NM-22046

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. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)*
Street **BWAB, L.L.C. (7%)**
City, State, ZIP Code **475 Seventeenth Street, Suite 1600
Denver, Colorado 80202**

*If more than one transferee, check here and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: (Check one) Oil and Gas Lease, or Geothermal Lease.

Interest conveyed: (Check one or both, as appropriate) Operating Rights (sublease) Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) conveys the following interest:

Land Description 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.	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
	b	c	d	e	f
<p>Section 7: E/2 SW/4</p> <p>Containing 80.00 acres, more or less San Juan County, New Mexico</p> <p>From the surface of the earth to the base of the Fruitland (Coal-Gas) Formation</p>	* 82.25	* 81.75	* .50	-0-	See prior reservations of record
	* See attached Schedule A				

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

Transfer approved effective OCT 01 1995

By 
(Authorized Officer)

LAND LAW ASSISTANT
FLUIDS ADJUDICATION TEAM

(Title) NOV 04 1995 (Date)

Whiting Petroleum Corporation (93%)
1700 Broadway, Suite 2300
Denver, Colorado 80290

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
2. Transferee certifies as follows: (a) Transferee 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 transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, 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; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee 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) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, 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 transfer 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 _____ day of _____, 19 _____

Name of Transferor SEE ATTACHED LIST OF TRANSFERORS
Please type or print

Transferor _____
(Signature)

or
Attorney-in-fact _____
(Signature)

(Transferor's Address)

(City) (State) (Zip Code)

Executed this 8th day of September, 19 95
but effective May 1, 1995.

BWAB, L.L.C.

Transferee Randall C. Paulie
(Signature)
Manager/Member

WHITING PETROLEUM CORPORATION

Transferee John R. Haggett
Vice president

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

SCHEDULE A

LEASE SERIAL NO. NM-22046

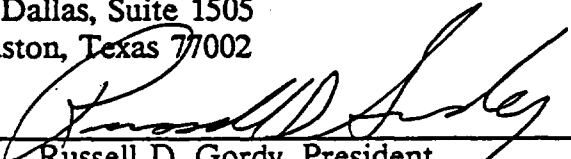
	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
TRANSFERORS					
Gordy Gas Corporation	38.50	38.50	-0-	-0-	See prior reservations of record
Petrosakh U.S.A.	20.00	20.00	-0-	-0-	
JGF, Inc.	12.00	12.00	-0-	-0-	
Donald G. Parsons	3.00	3.00	-0-	-0-	
K-Par Partners	3.00	3.00	-0-	-0-	
Steven T. Wolf	2.50	2.50	-0-	-0-	
James B. Fullerton	1.00	1.00	-0-	-0-	
George B. Broome	1.00	1.00	-0-	-0-	
Adelante Oil & Gas, L.L.C.	1.00	.50	.50	-0-	
Robert W. Allen & Debra G. Allen	.25	.25	-0-	-0-	
TOTAL	82.25	81.75	.50	-0-	

TRANSFERORS

This Assignment may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

Executed this 7th day of September, 1995, but effective as of May 1, 1995

Gordy Gas Corporation
811 Dallas, Suite 1505
Houston, Texas 77002

By: 

Russell D. Gordy, President

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

Petrosakh U.S.A.
400 North St. Paul, Suite 400
Dallas, Texas 75201

By: _____
Mark McKinley, President

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

JGF, Inc.
1331 Lamar, Suite 1065
Houston, Texas 77010

By: _____
James G. Floyd, President

TRANSFERORS

This Assignment may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

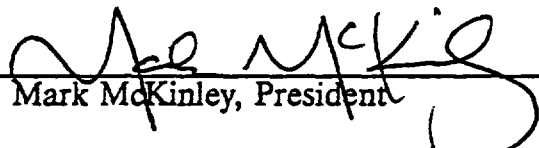
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Gordy Gas Corporation
811 Dallas, Suite 1505
Houston, Texas 77002

By: _____
Russell D. Gordy, President

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Petrosakh U.S.A.
400 North St. Paul, Suite 400
Dallas, Texas 75201

By: 
Mark McKinley, President

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JGF, Inc.
1331 Lamar, Suite 1065
Houston, Texas 77010

By: _____
James G. Floyd, President

TRANSFERORS

This Assignment may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

Gordy Gas Corporation
811 Dallas, Suite 1505
Houston, Texas 77002

By: _____
Russell D. Gordy, President

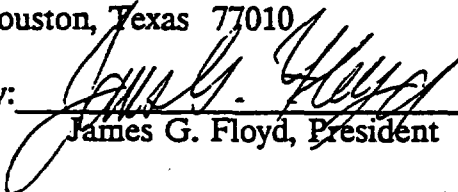
Executed this _____ day of _____, 1995, but effective as of May 1, 1995

Petrosakh U.S.A.
400 North St. Paul, Suite 400
Dallas, Texas 75201

By: _____
Mark McKinley, President

Executed this 6 day of September, 1995, but effective as of May 1, 1995

JGF, Inc.
1331 Lamar, Suite 1065
Houston, Texas 77010

By:  _____
James G. Floyd, President

TRANSFERORS

Page 2

Executed this 6th day of September, 1995, but effective as of May 1, 1995

Donald G. Parsons
223 Oakdene Road
Barrington, Illinois 60010

By: Donald G. Parsons
Donald G. Parsons

By: Arlene W. Parsons
Arlene Parsons (Spouse)

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

K-Par Partners
223 Oakdene Road
Barrington, Illinois 60010

By: _____
Donald G. Parsons

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

Steven T. Wolf
400 North St. Paul, Suite 400
Dallas, Texas 75201

By: _____
Steven T. Wolf

TRANSFERORS

Page 2

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

Donald G. Parsons
223 Oakdene Road
Barrington, Illinois 60010

By: _____
Donald G. Parsons

By: _____
Arlene Parsons (Spouse)

Executed this 6th day of September, 1995, but effective as of May 1, 1995

K-Par Partners
223 Oakdene Road
Barrington, Illinois 60010

By: 
Donald G. Parsons

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

Steven T. Wolf
400 North St. Paul, Suite 400
Dallas, Texas 75201

By: _____
Steven T. Wolf

TRANSFERORS

Page 2

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

Donald G. Parsons
223 Oakdene Road
Barrington, Illinois 60010

By: _____
Donald G. Parsons

By: _____
Arlene Parsons (Spouse)

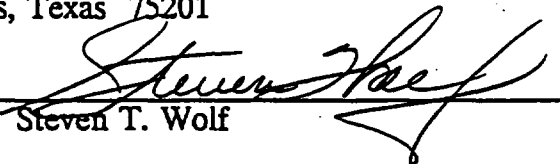
Executed this _____ day of _____, 1995, but effective as of May 1, 1995

K-Par Partners
223 Oakdene Road
Barrington, Illinois 60010

By: _____
Donald G. Parsons

Executed this 8th day of August, 1995, but effective as of May 1, 1995

Steven T. Wolf
400 North St. Paul, Suite 400
Dallas, Texas 75201

By: 
Steven T. Wolf

TRANSFERORS

Page 3

Executed this 6th day of May, 1995, but effective as of May 1, 1995

James B. Fullerton
1645 Court Place, Suite 406
Denver, Colorado 80202

By: James B. Fullerton
James B. Fullerton

By: Barbara A. Fullerton
Barbara A. Fullerton (Spouse)

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

George B. Broome
409 St. Michaels Drive
Santa Fe, New Mexico 87504

By: _____
George B. Broome

By: _____
Diane Broome (Spouse)

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

Adelante Oil & Gas, L.L.C.
P.O. Box 2471
Durango, Colorado 81301

By: _____
Michael J. Finney, Managing Director

TRANSFERORS

Page 3

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

James B. Fullerton
1645 Court Place, Suite 406
Denver, Colorado 80202

By: _____
James B. Fullerton

By: _____
Barbara A. Fullerton (Spouse)

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

George B. Broome
409 St. Michaels Drive
Santa Fe, New Mexico 87504

By: 
George B. Broome

By: 
Diane Broome (Spouse)

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

Adelante Oil & Gas, L.L.C.
P.O. Box 2471
Durango, Colorado 81301

By: _____
Michael J. Finney, Managing Director

TRANSFERORS

Page 3

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

James B. Fullerton
1645 Court Place, Suite 406
Denver, Colorado 80202

By: _____
James B. Fullerton

By: _____
Barbara A. Fullerton (Spouse)

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

George B. Broome
409 St. Michaels Drive
Santa Fe, New Mexico 87504

By: _____
George B. Broome

By: _____
Diane Broome (Spouse)

Executed this 9th day of September, 1995, but effective as of May 1, 1995

Adelante Oil & Gas, L.L.C.
P.O. Box 2471
Durango, Colorado 81301

By:  _____
Michael J. Finney, Managing Director

TRANSFERORS

Page 4

Executed this 6th day of September, 1995, but effective as of May 1, 1995

Robert W. Allen & Debra G. Allen
72 Silver Mountain Lane
Durango, Colorado 81301

By: 
Robert W. Allen

By: 
Debra G. Allen

~~Executed this _____ day of _____, 1995, but effective as of May 1, 1995~~

~~John Wilson
13400 County Road 120
Hesperus, Colorado 81326~~

~~By: _____
John Wilson~~

STATE OF NEW MEXICO }
 }SS
 COUNTY OF SAN JUAN }



FILED OR RECORDED
 BOOK 1209 PAGE 221
 SAN JUAN COUNTY, NEW MEXICO

OCT 30 1995

AT 10:31 O'CLOCK A M

Carol Sandy
 COUNTY CLERK
 DEPUTY *Betty Behrman*
 REC # 2114787 REG # 10800

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

GORDY GAS CORPORATION, a Texas corporation, 811 Dallas, Suite 1505, Houston, Texas 77002, **JGF, INC.**, a Texas corporation, 1331 Lamar, Suite 1065, Houston, Texas 77010, **PETROSAKH U.S.A.**, a Texas corporation, 400 N. St. Paul, Suite 400, Dallas, Texas 75201, and **STEVEN T. WOLF**, an individual, 186 Carter Lane, Alabaster, Alabama 35007, **ROBERT W. AND DEBRA G. ALLEN**, individuals, 72 Silver Mountain Lane, Durango, Colorado 81301, **JAMES B. FULLERTON AND BARBARA A. FULLERTON**, individuals, 1645 Court Place, Suite 406, Denver, Colorado 80202, **GEORGE B. BROOME AND DIANE BROOME**, individuals, P. O. Box 2148, Sante Fe, New Mexico 87504-2148, **DONALD G. PARSONS AND ARLENE PARSONS**, individuals, 223 Oakdene Road, Barrington, Illinois 60010, **ADELANTE OIL AND GAS, LLC**, a Colorado limited liability company, P. O. Box 2471, Durango, Colorado 81301, and **K-PAR PARTNERS**, an Illinois general partnership, 23 Oakdene Road, Barrington, Illinois 60010 (hereinafter collectively referred to as "Assignor") for Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, conveys, transfers and assigns to **BWAB, L.L.C.**, a Colorado limited liability company, 475 Seventeenth Street, Suite 1600, Denver, Colorado 80202, as to an undivided seven percent (7 %) of the Interests (as defined below), and **WHITING PETROLEUM CORPORATION**, a Delaware corporation, Mile High Center, 1700 Broadway, Suite 2300, Denver, Colorado 80290-2301, as to an undivided ninety-three percent (93 %) of the Interests, (hereinafter collectively referred to as "Assignee") all of Assignor's right, title and interest in, to and under the following (collectively, the "Interests"):

a. All of Assignor's right, title and interest in, to and under the oil, gas, and mineral leases and agreements described on Exhibit A-1 hereto and the lands covered thereby including, without limitation, all working, mineral, royalty and overriding royalty interests and other rights to production and the proceeds thereof (the "Leases");

b. All of Assignor's right, title and interest in and to the wells described on Exhibit A-2 hereto (the "Wells");

c. All of Assignor's right, title and interest in and to all personal property, equipment, fixtures and improvements as of the Effective Time (as defined below) and incident or attributable to the Leases or Wells and used or obtained in connection with the Leases or Wells or with the production, treatment, sale or disposal of hydrocarbons or water produced therefrom or

attributable thereto and all other appurtenances thereunder belonging (the "Equipment"); except for the undivided 40.875% interest in the pipeline and gathering system described in Exhibit A-4 attached hereto.

d. All of Assignor's right, title and interest in, to and under all contracts, agreements, permits and licenses which relate to any of the Leases, Wells, or Equipment, including, without limitation, all oil, gas and condensate purchase and sale contracts; permits; licenses; rights-of-way; easements; servitudes; surface leases; surface use agreements; farmin and farmout agreements; bottom hole agreements; dry hole agreements; division orders and transfer orders; area-of-mutual interest agreements; saltwater disposal agreements; acreage contribution agreements; joint venture agreements; operating agreements; unit agreements; pooling agreements and orders; communitization agreements; balancing agreements; processing, gathering, compression and transportation agreements; and facilities or equipment leases relating thereto or used or held for use in connection with the ownership or operation thereof or with the production, treatment, sale or disposal of hydrocarbons, water, or substances associated with the production of hydrocarbons, described in Exhibit A-3 attached hereto.

e. All of the files, records, information and data relating to any of the items described in paragraphs (a), (b), (c), or (d) above in the possession of Assignor or to which Assignor has reasonable access (the "Records") including, without limitation, title records (including abstracts of title, title opinions, certificates of title and title curative documents); contracts; correspondence; geological data and information; production records; electric logs, core data, pressure data, decline curves, and graphical production curves; accounting and financial records; and all related documents; and

f. All of Assignor's right, title and interest in and to: all contract rights; intangible rights; inchoate rights; causes in action; rights under warranties made by prior owners, manufacturers, vendors and other third parties; rights accruing under applicable statutes of limitations or prescription insofar and only insofar as the foregoing items accrue or are attributable to any of the Interests described in paragraphs (a), (b), (c), (d) and (e) above.

This Assignment, Conveyance and Bill of Sale (the "Assignment") shall be effective as of 7:00 a.m., Central Standard Time, on May 1, 1995 (the "Effective Time").

Each undersigned Assignor hereby represents and warrants to Assignee that, except as shown on Exhibit B hereto, such Assignor (i) has not mortgaged, assigned, sold, or otherwise conveyed or encumbered title to the Interests, (ii) has no knowledge of any adverse claim or defect as to title to the Interests, and (iii) as to all persons claiming by, through or under such Assignor, has Good and Defensible Title (as defined in the Purchase and Sale Agreement described below) to the Interests. Notwithstanding anything to the contrary, all personal property, machinery, fixtures, equipment and materials conveyed hereby are sold and assigned and accepted by Assignee, in their "as is" and "where is" condition without any warranty of merchantability, condition or fitness for a particular purpose or use, all of which are expressly disclaimed.

This Assignment is delivered pursuant to that certain Asset Purchase and Sale Agreement dated September 1, 1995, between Assignor, as Seller, and Assignee, as Buyer (the

"Asset Purchase and Sale Agreement"). The Asset Purchase and Sale Agreement contains certain representations and warranties, agreements of indemnity, and other covenants and obligations which survive delivery of this Assignment as and to the extent provided in the Asset Purchase and Sale Agreement, and which shall not be deemed merged into this Assignment.

This Assignment is made with full rights of substitution and subrogation of Assignee, its successors and assigns to the rights of Assignor in, to, and to under all warranties made by third parties with respect to the Interests.

Separate assignments of the Leases on officially approved forms will be executed in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, warranties, rights and conditions set forth herein as fully as though they were set forth in each such assignment.

This instrument may be executed in counterpart, each which shall be considered an original for all purposes. Dated this 7th day of September, 1995, but effective as of the Effective Time, except as otherwise provided hereih or in the Asset Purchase and Sale Agreement.

ASSIGNORS

ATTEST:

Susan D. Eisenbrey
Corporate Secretary
No corporate seal
required.

GORDY GAS CORPORATION,
a Texas corporation

By: 
Russell D. Gordy, President

ATTEST:

JGF, INC.,
a Texas corporation

By: _____
James G. Floyd, President

ATTEST:

PETROSAKH U.S.A.,
a Texas corporation

By: _____
Mark McKinley, President

"Asset Purchase and Sale Agreement"). The Asset Purchase and Sale Agreement contains certain representations and warranties, agreements of indemnity, and other covenants and obligations which survive delivery of this Assignment as and to the extent provided in the Asset Purchase and Sale Agreement, and which shall not be deemed merged into this Assignment.

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Separate assignments of the Leases on officially approved forms will be executed in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, warranties, rights and conditions set forth herein as fully as though they were set forth in each such assignment.

This instrument may be executed in counterpart, each which shall be considered an original for all purposes. Dated this 6 day of September, 1995, but effective as of the Effective Time, except as otherwise provided herein or in the Asset Purchase and Sale Agreement.

ASSIGNORS

ATTEST:

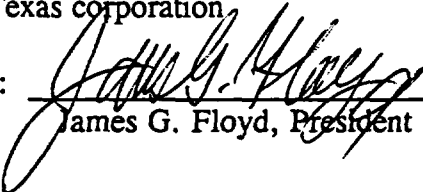
GORDY GAS CORPORATION,
a Texas corporation

By: _____
Russell D. Gordy, President

ATTEST:

*Corporate seal
and attestation
is not required.*

JGF, INC.,
a Texas corporation

By: 
James G. Floyd, President

ATTEST:

PETROSAKH U.S.A.,
a Texas corporation

By: _____
Mark McKinley, President

"Asset Purchase and Sale Agreement"). The Asset Purchase and Sale Agreement contains certain representations and warranties, agreements of indemnity, and other covenants and obligations which survive delivery of this Assignment as and to the extent provided in the Asset Purchase and Sale Agreement, and which shall not be deemed merged into this Assignment.

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This instrument may be executed in counterpart, each which shall be considered an original for all purposes. Dated this 6th day of September, 1995, but effective as of the Effective Time, except as otherwise provided herein or in the Asset Purchase and Sale Agreement.

ASSIGNORS

ATTEST:

GORDY GAS CORPORATION,
a Texas corporation

By: _____
Russell D. Gordy, President

ATTEST:

JGF, INC.,
a Texas corporation

By: _____
James G. Floyd, President

ATTEST:

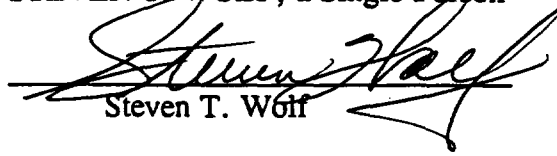
Vickie Smith
Mark McKinley

PETROSAKH U.S.A.,
a Texas corporation

By: *Mark McKinley*
Mark McKinley, President



STEVEN T. WOLF, a Single Person


Steven T. Wolf

ROBERT W. ALLEN AND DEBRA G. ALLEN,
Husband and Wife

Robert W. Allen

Debra G. Allen

JAMES B. FULLERTON and BARBARA A. FULLERTON,
Husband and Wife

James B. Fullerton

Barbara A. Fullerton

GEORGE B. BROOME and DIANE BROOME,
Husband and Wife

George B. Broome

Diane Broome

DONALD G. PARSONS, and ARLENE PARSONS,
Husband and Wife

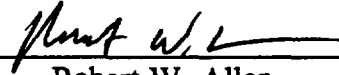
Donald G. Parsons

Diane Parsons

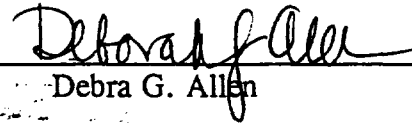
STEVEN T. WOLF, a Single Person

Steven T. Wolf

ROBERT W. ALLEN AND DEBRA G. ALLEN,
Husband and Wife



Robert W. Allen



Debra G. Allen

JAMES B. FULLERTON and BARBARA A. FULLERTON,
Husband and Wife

James B. Fullerton

Barbara A. Fullerton

GEORGE B. BROOME and DIANE BROOME,
Husband and Wife

George B. Broome

Diane Broome

DONALD G. PARSONS, and ARLENE PARSONS,
Husband and Wife

Donald G. Parsons

Diane Parsons

STEVEN T. WOLF, a Single Person

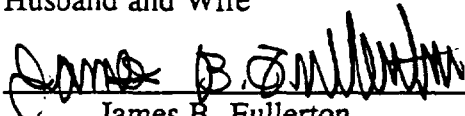
Steven T. Wolf

ROBERT W. ALLEN AND DEBRA G. ALLEN,
Husband and Wife

Robert W. Allen

Debra G. Allen

JAMES B. FULLERTON and BARBARA A. FULLERTON,
Husband and Wife


James B. Fullerton


Barbara A. Fullerton

GEORGE B. BROOME and DIANE BROOME,
Husband and Wife

George B. Broome

Diane Broome

DONALD G. PARSONS, and ARLENE PARSONS,
Husband and Wife

Donald G. Parsons

Diane Parsons

STEVEN T. WOLF, a Single Person

Steven T. Wolf

ROBERT W. ALLEN AND DEBRA G. ALLEN,
Husband and Wife

Robert W. Allen

Debra G. Allen

JAMES B. FULLERTON and BARBARA A. FULLERTON,
Husband and Wife

James B. Fullerton

Barbara A. Fullerton

GEORGE B. BROOME and DIANE BROOME,
Husband and Wife


George B. Broome


Diane Broome

DONALD G. PARSONS, and ARLENE PARSONS,
Husband and Wife

Donald G. Parsons

Diane Parsons

STEVEN T. WOLF, a Single Person

Steven T. Wolf

ROBERT W. ALLEN AND DEBRA G. ALLEN,
Husband and Wife

Robert W. Allen

Debra G. Allen

JAMES B. FULLERTON and BARBARA A. FULLERTON,
Husband and Wife

James B. Fullerton

Barbara A. Fullerton

GEORGE B. BROOME and DIANE BROOME,
Husband and Wife

George B. Broome

Diane Broome

DONALD G. PARSONS, and ARLENE PARSONS,
Husband and Wife



Donald G. Parsons



Arlene Diane Parsons

ATTEST:

K-PAR PARTNERS
an Illinois general partnership

By: Donald G. Parsons
Donald G. Parsons, Its General Partner

ATTEST:

ADELANTE OIL AND GAS, LLC
a _____ limited liability company

By: _____
Michael J. Finney, Managing Director

~~JOHN WILSON, a Single Person~~

~~_____
John Wilson~~

ASSIGNEES

ATTEST:

WHITING PETROLEUM CORPORATION

By: _____
John R. Hazlett, Vice President

ATTEST:

BWAB, L.L.C.

By: _____
Randall C. Roulrier, Member/Manager

ATTEST:

K-PAR PARTNERS
an Illinois general partnership

By: _____
Donald G. Parsons, Its General Partner

ATTEST:

Anne S. Finney

ADELANTE OIL AND GAS, LLC
a Colorado limited liability company

By: _____
Michael J. Finney, Managing Director

~~JOHN WILSON, a Single Person~~

~~John Wilson~~

ASSIGNEES

ATTEST:

WHITING PETROLEUM CORPORATION

By: _____
John R. Hazlett, Vice President

ATTEST:

BWAB, L.L.C.

By: _____
Randall C. Roulrier, Member/Manager

ATTEST:

K-PAR PARTNERS
an Illinois general partnership

By: _____
Donald G. Parsons, Its General Partner

ATTEST:

ADELANTE OIL AND GAS, LLC
a _____ limited liability company

By: _____
Michael J. Finney, Managing Director

JOHN WILSON, a Single Person

John Wilson

ASSIGNEES

ATTEST:

WHITING PETROLEUM CORPORATION

By: *John R. Hazlett*
John R. Hazlett, Vice President

Christy M. E. ...
Assistant Secretary

ATTEST:

BWAB, L.L.C.

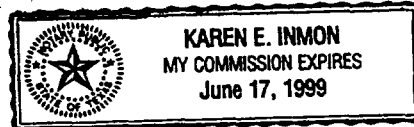
By: *Randall C. Roulier*
Randall C. Roulier, Member/Manager

ACKNOWLEDGEMENTS

STATE OF TEXAS)
: ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 7th day of SEPTEMBER, 1995, by RUSSELL D. GORDY, the PRESIDENT of Gordy Gas Corporation, a TEXAS corporation.

Karen E. Inmon
Notary Signature and Seal



STATE OF)
: ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 1995, by _____, the _____ of JGF, Inc., a _____ corporation.

Notary Signature and Seal

STATE OF)
: ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 1995, by _____, the _____ of Petrosakh U.S.A., a _____ corporation.

Notary Signature and Seal

ACKNOWLEDGEMENTS

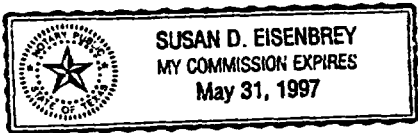
STATE OF)
 : ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 1995, by _____, the _____ of Gordy Gas Corporation, a _____ corporation.

Notary Signature and Seal

STATE OF *Texas*)
 : ss.
COUNTY OF *Harris*)

The foregoing instrument was acknowledged before me this *6th* day of *September*, 1995, by *James S. Floyd*, the *President* of JGF, Inc., a *Texas* corporation.



Susan D. Eisenbrey

Notary Signature and Seal

STATE OF)
 : ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 1995, by _____, the _____ of Petrosakh U.S.A., a _____ corporation.

Notary Signature and Seal

ACKNOWLEDGEMENTS

STATE OF)
 : ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____, 1995, by _____, the _____ of _____ Corporation, a _____ corporation.

Notary Signature and Seal

STATE OF)
 : ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____, 1995, by _____, the _____ of JGF, I a _____ corporation.

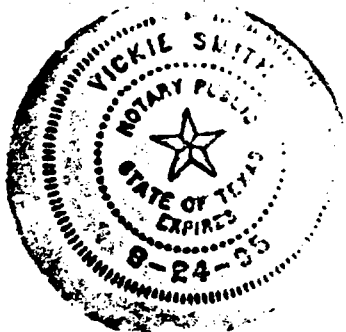
Notary Signature and Seal

STATE OF Texas)
 : ss.
COUNTY OF Dallas)

The foregoing instrument was acknowledged before me this 6th September, 1995, by Mark McKinley, the President of Petrosakh U a Texas corporation.

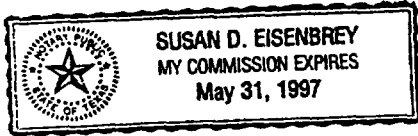
Vickie Smith

Notary Signature and Seal



STATE OF Texas)
 : ss.
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 8th day of September, 1995, by Steven T. Wolf.



Susan D. Eisenbrey
Notary Signature and Seal

STATE OF _____)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1995, by Robert W. Allen and Debra G. Allen.

Notary Signature and Seal

STATE OF _____)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1995, by James B. Fullerton and Barbara A. Fullerton.

Notary Signature and Seal

STATE OF _____)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1995, by George B. Broome and Diane Broome..

Notary Signature and Seal

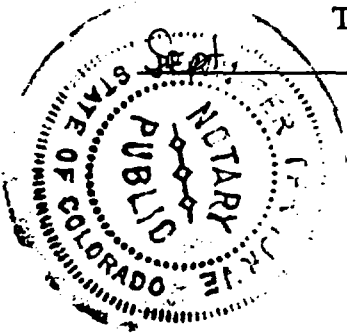
STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1995, by Steven T. Wolf.

Notary Signature and Seal

STATE OF Colorado)
: ss.
COUNTY OF Lafayette)

The foregoing instrument was acknowledged before me this 6th day of _____, 1995, by Robert W. Allen and Debra G. Allen.



[Signature]
Notary Signature and Seal
my Commission expires 1-12-99

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1995, by James B. Fullerton and Barbara A. Fullerton.

Notary Signature and Seal

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1995, by George B. Broome and Diane Broome..

Notary Signature and Seal

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1995, by Steven T. Wolf.

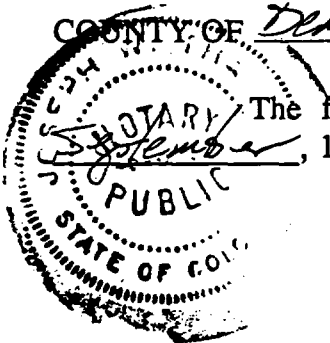
Notary Signature and Seal

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1995, by Robert W. Allen and Debra G. Allen.

Notary Signature and Seal

STATE OF Colorado)
: ss.
COUNTY OF Denver)



The foregoing instrument was acknowledged before me this 6th day of September, 1995, by James B. Fullerton and Barbara A. Fullerton.

James B. Fullerton
Notary Signature and Seal

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1995, by George B. Broome and Diane Broome..

Notary Signature and Seal

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1995, by Steven T. Wolf.

Notary Signature and Seal

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1995, by Robert W. Allen and Debra G. Allen.

Notary Signature and Seal

STATE OF _____)
: ss.
COUNTY OF _____)

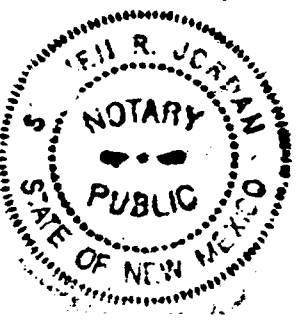
The foregoing instrument was acknowledged before me this ____ day of _____, 1995, by James B. Fullerton and Barbara A. Fullerton.

Notary Signature and Seal

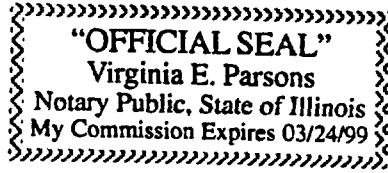
STATE OF NEW MEXICO)
: ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 7th day of September, 1995, by George B. Broome and Diane Broome..

Henry R. Jordan
Notary Signature and Seal



STATE OF Ill)
 : ss.
COUNTY OF Kane)



The foregoing instrument was acknowledged before me this 6th day of Sept, 1995, by Donald G. Parsons and Arlene Parsons.

Virginia E. Parsons
Notary Signature and Seal

STATE OF _____)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1995, by _____, the _____ of Adelante Oil and Gas, LLC, a _____.

Notary Signature and Seal

STATE OF _____)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1995, by _____, the _____ of K-Par Partners, a _____.

Notary Signature and Seal

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1995, by Donald G. Parsons and Arlene Parsons.

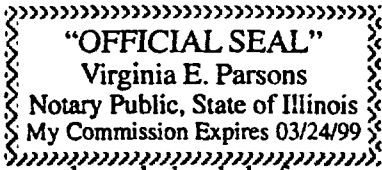
Notary Signature and Seal

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1995, by _____, the _____ of Adelante Oil and Gas, LLC, a _____.

Notary Signature and Seal

STATE OF IL)
: ss.
COUNTY OF Kane)



The foregoing instrument was acknowledged before me this 6th day of Sept, 1995, by Donald G. Parsons, the Managing Partner of K-Par Partners, a General Partnership.

Virginia E. Parsons

Notary Signature and Seal

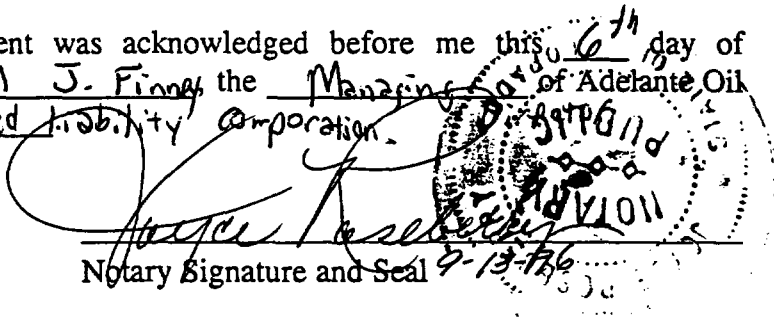
STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1995, by Donald G. Parsons and Arlene Parsons.

Notary Signature and Seal

STATE OF COLORADO)
: ss.
COUNTY OF LA PLATA)

The foregoing instrument was acknowledged before me this 6th day of Sept., 1995, by Michael J. Finney the Managing of Adelante Oil and Gas, LLC, a Colorado limited liability corporation.


Notary Signature and Seal

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1995, by _____, the _____ of K-Par Partners, a _____.

Notary Signature and Seal

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1995, by John Wilson.

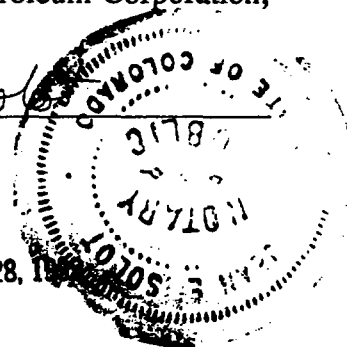
Notary Signature and Seal

STATE OF Colorado)
: ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 8th day of September, 1995, by John R. Hazlett, the Vice President of Whiting Petroleum Corporation, a Delaware corporation.

Jean E. Solot
Notary Signature and Seal

Jean E. Solot
1700 Broadway, Suite 2300
Denver, CO 80290-2301
My Commission Expires Feb. 28, 1996



STATE OF Colorado)
: ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 7th day of September, 1995, by Randall C. Roulier, the Member/Manager of BWAB L.L.C., a Colorado limited liability company.

Mary Kreinberg
Notary Signature and Seal

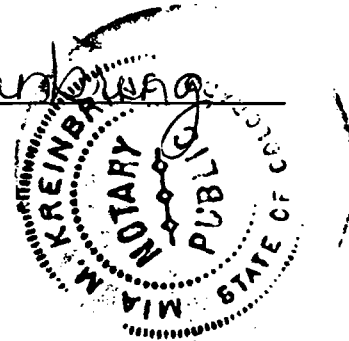


EXHIBIT "A-1"

**To that certain Assignment, Conveyance and Bill of Sale
between Gordy Gas Corporation, et al
and BWAB L.L.C. and Whiting Petroleum Corporation**

Serial Number: NM-7787
Date: 10/1/68
Lessor: The United States of America
Lessee: W. H. Brown
Description: T26N, R13W, NMPM, San Juan County, New Mexico
Section 14: S/2
Section 24: S/2
Section 25: N/2
From the surface of the earth to the base of the Fruitland (Coal-Gas) Formation

Serial Number: NM-12235
Date: 9/1/70
Lessor: The United States of America
Lessee: Dr. E. L. Thielking
Description: T26N, R13W, NMPM, San Juan County, New Mexico
Section 3: S/2
From the surface of the earth to the base of the Fruitland (Coal-Gas) Formation

Serial Number: NM-23472
Date: 2/1/75
Lessor: The United States of America
Lessee: Robert L. Bayless
Description: T26N, R12W, NMPM, San Juan County, New Mexico
Section 7: Lots 3 and 4
From the surface of the earth to the base of the Fruitland (Coal-Gas) Formation

Serial Number: NM-0560223
Date: 7/1/66
Lessor: The United States of America
Lessee: Charline I. Frew
Description: T26N, R12W, NMPM, San Juan County, New Mexico
Section 19: E/2
From the surface of the earth to the base of the Fruitland (Coal-Gas) Formation

Serial Number: NM-22046
Date: 2/1/49
Lessor: The United States of America
Lessee: John C. Dawn
Description: T26N, R12W, NMPM, San Juan County, New Mexico
Section 7: E/2SW/4
From the surface of the earth to the base of the Fruitland (Coal-Gas) Formation

Serial Number: NM-16473
Date: 9/1/72
Lessor: The United States of America
Lessee: Ernest A. Hanson
Description: T26N, R12W, NMPM, San Juan County, New Mexico
Section 31: Lots 1, 2, E/2NW, NE/4
From the surface of the earth to the base of the Fruitland (Coal-Gas) Formation

Serial Number: NM-080238-A (SF-080238-A)
Date: 4/1/51
Lessor: The United States of America
Lessee: Beulah Morgan
Description: T26N, R12W, NMPM, San Juan County, New Mexico
Section 6: Lots 3, 4, 5, 6, 7, SE/4NW/4, E/2SW/4
Section 7: Lots 1, 2, E/2NW
T26N, R13W, NMPM, San Juan County, New Mexico
Section 1: ALL
Section 12: N/2
From the surface of the earth to the base of the Fruitland (Coal-Gas) Formation

EXHIBIT "A-2"
To that certain Assignment, Conveyance and Bill of Sale
between Gordy Gas Corporation, et al,
and BWAB L.L.C. and Whiting Petroleum Corporation

SELLER	% BPO WI	% BPO NRI	% APO WI	% APO NRI
GALLEGOS FEDERAL 26-12-6 #2				
FEDERAL LEASE SF-080238-A				
Gordy Gas Corporation	38.50000	28.68250	37.34500	27.82203
JGF, Inc.	12.00000	8.94000	11.63265	8.67180
Petrosakh U.S.A.	20.00000	14.90000	19.38776	14.45300
Steven T. Wolf	2.50000	1.86250	2.42347	1.80663
Robert W. & Debra G. Allen	.25000	.18625	.25000	.18625
James B. Fullerton	1.00000	.74500	1.00000	.74500
George B. Broome	1.00000	.74500	1.00000	.74500
Donald G. Parsons	3.00000	2.23500	3.00000	2.23500
K-Par Partners	3.00000	2.23500	3.00000	2.23500
Adelante Oil and Gas, LLC	.50000	.37250	.50000	.37250

GALLEGOS FEDERAL 26-12-7 #1
FEDERAL LEASE NM-22046
FEDERAL LEASE NM-23472
FEDERAL LEASE SF-080238-A

Gordy Gas Corporation	38.50000	28.68250	37.34500	27.82203
JGF, Inc.	12.00000	8.94000	11.63265	8.67180
Petrosakh U.S.A.	20.00000	14.90000	19.38776	14.45300
Steven T. Wolf	2.50000	1.86250	2.42347	1.80663
Robert W. & Debra G. Allen	.25000	.18625	.25000	.18625
James B. Fullerton	1.00000	.74500	1.00000	.74500
George B. Broome	1.00000	.74500	1.00000	.74500
Donald G. Parsons	3.00000	2.23500	3.00000	2.23500
K-Par Partners	3.00000	2.23500	3.00000	2.23500
Adelante Oil and Gas, LLC	.50000	.37250	.50000	.37250

SELLER	% BPO WI	% BPO NRI	% APO WI	% APO NRI
GALLEGOS FEDERAL 26-12-19 #1				
FEDERAL LEASE NM-0560223				
Gordy Gas Corporation	38.50000	28.68250	37.34500	27.82203
JGF, Inc.	12.00000	8.94000	11.63265	8.67180
Petrosakh U.S.A.	20.00000	14.90000	19.38776	14.45300
Steven T. Wolf	2.50000	1.86250	2.42347	1.80663
Robert W. & Debra G. Allen	.25000	.18625	.25000	.18625
James B. Fullerton	1.00000	.74500	1.00000	.74500
George B. Broome	1.00000	.74500	1.00000	.74500
Donald G. Parsons	3.00000	2.23500	3.00000	2.23500
K-Par Partners	3.00000	2.23500	3.00000	2.23500
Adelante Oil and Gas, LLC	.50000	.37250	.50000	.37250

GALLEGOS FEDERAL 26-12-31 #1
FEDERAL LEASE NM-16473

Gordy Gas Corporation	38.50000	28.68250	37.34500	27.82203
JGF, Inc.	12.00000	8.94000	11.63265	8.67180
Petrosakh U.S.A.	20.00000	14.90000	19.38776	14.45300
Steven T. Wolf	2.50000	1.86250	2.42347	1.80663
Robert W. & Debra G. Allen	.25000	.18625	.25000	.18625
James B. Fullerton	1.00000	.74500	1.00000	.74500
George B. Broome	1.00000	.74500	1.00000	.74500
Donald G. Parsons	3.00000	2.23500	3.00000	2.23500
K-Par Partners	3.00000	2.23500	3.00000	2.23500
Adelante Oil and Gas, LLC	.50000	.37250	.50000	.37250

GALLESOS FEDERAL 26-13-1 #1
FEDERAL LEASE SF-080238-A

Gordy Gas Corporation	38.50000	28.68250	37.34500	27.82203
JGF, Inc.	12.00000	8.94000	11.63265	8.67180
Petrosakh U.S.A.	20.00000	14.90000	19.38776	14.45300
Steven T. Wolf	2.50000	1.86250	2.42347	1.80663
Robert W. & Debra G. Allen	.25000	.18625	.25000	.18625
James B. Fullerton	1.00000	.74500	1.00000	.74500
George B. Broome	1.00000	.74500	1.00000	.74500
Donald G. Parsons	3.00000	2.23500	3.00000	2.23500
K-Par Partners	3.00000	2.23500	3.00000	2.23500
Adelante Oil and Gas, LLC	.50000	.37250	.50000	.37250

SELLER	% BPO WI	% BPO NRI	% APO WI	% APO NRI
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**GALLEGOS FEDERAL 26-13-1 #2
FEDERAL LEASE SF-080238-A**

Gordy Gas Corporation	38.50000	28.68250	37.34500	27.82203
JGF, Inc.	12.00000	8.94000	11.63265	8.67180
Petrosakh U.S.A.	20.00000	14.90000	19.38776	14.45300
Steven T. Wolf	2.50000	1.86250	2.42347	1.80663
Robert W. & Debra G. Allen	.25000	.18625	.25000	.18625
James B. Fullerton	1.00000	.74500	1.00000	.74500
George B. Broome	1.00000	.74500	1.00000	.74500
Donald G. Parsons	3.00000	2.23500	3.00000	2.23500
K-Par Partners	3.00000	2.23500	3.00000	2.23500
Adelante Oil and Gas, LLC	.50000	.37250	.50000	.37250

**GALLEGOS FEDERAL 26-13-3 #2
FEDERAL LEASE NM-12235**

Gordy Gas Corporation	38.50000	28.68250	37.34500	27.82203
JGF, Inc.	12.00000	8.94000	11.63265	8.67180
Petrosakh U.S.A.	20.00000	14.90000	19.38776	14.45300
Steven T. Wolf	2.50000	1.86250	2.42347	1.80663
Robert W. & Debra G. Allen	.25000	.18625	.25000	.18625
James B. Fullerton	1.00000	.74500	1.00000	.74500
George B. Broome	1.00000	.74500	1.00000	.74500
Donald G. Parsons	3.00000	2.23500	3.00000	2.23500
K-Par Partners	3.00000	2.23500	3.00000	2.23500
Adelante Oil and Gas, LLC	.50000	.37250	.50000	.37250

2ND PAYOUT/MERIDIAN

Gordy Gas Corporation		18.67250	18.91101
JGF, Inc.		5.81633	4.33590
Petrosakh U.S.A.		9.69388	7.22650
Steven T. Wolf		1.21174	0.90331
Robert W. & Debra G. Allen		.25000	.18625
James B. Fullerton		1.00000	.74500
George B. Broome		1.00000	.74500
Donald G. Parsons		3.00000	2.23500
K-Par Partners		3.00000	2.23500
Adelante Oil and Gas, LLC		.50000	.37250

Handwritten notes:
 .5
 .5
 1.5
 1.5
 .25

SELLER	% BPO WI	% BPO NRI	% APO WI	%APO NRI
GALLEGOS FEDERAL 26-13-12 #1				
FEDERAL LEASE SF-080238-A				
Gordy Gas Corporation	38.50000	28.68250	37.34500	27.82203
JGF, Inc.	12.00000	8.94000	11.63265	8.67180
Petrosakh U.S.A.	20.00000	14.90000	19.38776	14.45300
Steven T. Wolf	2.50000	1.86250	2.42347	1.80663
Robert W. & Debra G. Allen	.25000	.18625	.25000	.18625
James B. Fullerton	1.00000	.74500	1.00000	.74500
George B. Broome	1.00000	.74500	1.00000	.74500
Donald G. Parsons	3.00000	2.23500	3.00000	2.23500
K-Par Partners	3.00000	2.23500	3.00000	2.23500
Adelante Oil and Gas, LLC	.50000	.37250	.50000	.37250

GALLEGOS FEDERAL 26-13-14 #1
FEDERAL LEASE NM-7787

Gordy Gas Corporation	38.50000	28.68250	37.34500	27.82203
JGF, Inc.	12.00000	8.94000	11.63265	8.67180
Petrosakh U.S.A.	20.00000	14.90000	19.38776	14.45300
Steven T. Wolf	2.50000	1.86250	2.42347	1.80663
Robert W. & Debra G. Allen	.25000	.18625	.25000	.18625
James B. Fullerton	1.00000	.74500	1.00000	.74500
George B. Broome	1.00000	.74500	1.00000	.74500
Donald G. Parsons	3.00000	2.23500	3.00000	2.23500
K-Par Partners	3.00000	2.23500	3.00000	2.23500
Adelante Oil and Gas, LLC	.50000	.37250	.50000	.37250

GALLEGOS FEDERAL 26-13-24 #2
FEDERAL LEASE NM-7787

Gordy Gas Corporation	38.50000	28.68250	37.34500	27.82203
JGF, Inc.	12.00000	8.94000	11.63265	8.67180
Petrosakh U.S.A.	20.00000	14.90000	19.38776	14.45300
Steven T. Wolf	2.50000	1.86250	2.42347	1.80663
Robert W. & Debra G. Allen	.25000	.18625	.25000	.18625
James B. Fullerton	1.00000	.74500	1.00000	.74500
George B. Broome	1.00000	.74500	1.00000	.74500
Donald G. Parsons	3.00000	2.23500	3.00000	2.23500
K-Par Partners	3.00000	2.23500	3.00000	2.23500
Adelante Oil and Gas, LLC	.50000	.37250	.50000	.37250

SELLER	% BPO WI	% BPO NRI	% APO WI	%APO NRI
GALLEGOS FEDERAL 26-13-25 #1				
FEDERAL LEASE NM-7787				
Gordy Gas Corporation	38.50000	28.68250	37.34500	27.82203
JGF, Inc.	12.00000	8.94000	11.63265	8.67180
Petrosakh U.S.A.	20.00000	14.90000	19.38776	14.45300
Steven T. Wolf	2.50000	1.86250	2.42347	1.80663
Robert W. & Debra G. Allen	.25000	.18625	.25000	.18625
James B. Fullerton	1.00000	.74500	1.00000	.74500
George B. Broome	1.00000	.74500	1.00000	.74500
Donald G. Parsons	3.00000	2.23500	3.00000	2.23500
K-Par Partners	3.00000	2.23500	3.00000	2.23500
Adelante Oil and Gas, LLC	.50000	.37250	.50000	.37250

EXHIBIT "A-3"

**To that certain Assignment, Conveyance and Bill of Sale
between Gordy Gas Corporation, et al,
and BWAB L.L.C. and Whiting Petroleum Corporation**

<u>Agreement Type</u>	<u>Date</u>	<u>Property</u>
Participation Agreement between Gordy Gas Corp., JGF, Inc., Petrosakh U.S.A., Steven T. Wolf and Maralex Resources, Inc.	11/11/92	As described in Exhibit "A" attached to agreement
Operating Agreement between Gordy Gas Corp., as Operator, and JGF, Inc. Petrosakh U.S.A., Steven T. Wolf and Maralex Resources, Inc., non-operators.	11/11/92	T26N-R11W Sec 17: ALL T26N-R12W Portions of Sec. 6, 7, 19, 31 T26N-R13W Portions of Sec. 1, 3, 9-12, 14, 24, 25 San Juan County, New Mexico
Farmout Agreement as amended, between Maralex Resources, Inc. & Merrion Oil & Gas, et al	11/24/92	NM-22046, NM-23472, SF-080238-A, NM-12235 NM-16473, SF-079679, NM-0560223, NM-7787
Communitization Agreement	10/18/93	Gallegos Federal 26-12-7 #1 T26N-R12W, NMPM Sec. 7: Lots 1, 2, 3, 4, E/2W/2 (W/2) San Juan County, NM

EXHIBIT "A-4"

**To that certain Assignment, Conveyance and Bill of Sale
between Gordy Gas Corporation, et al,
and BWAB L.L.C. and Whiting Petroleum Corporation**

GAS GATHERING SYSTEM

An undivided 40.875% in and to that certain gas gathering system known as the Gallegos Gas Gathering System located in Township 26 North, Range 12 and 13 West, San Juan County, New Mexico and all compressors, pipelines, and other equipment appurtenant thereto, and associated easements and rights of way currently connected to the following wells in the Gallegos Canyon Field; Gallegos Federal 26-13-3 #2, Gallegos Federal 26-13-10 #1, Gallegos Federal 26-13-9 #1, Gallegos Federal 26-13-10 #1, Gallegos Federal 26-13-11 #1, Gallegos Federal 26-13-1 #2 and Gallegos Federal 26-13-1 #1

EXHIBIT "B"

**To that certain Assignment, Conveyance and Bill of Sale
between Gordy Gas Corporation, et al,
and BWAB L.L.C. and Whiting Petroleum Corporation**

NONE

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0034
Expires: July 31, 1992

RECEIVED
BUR. OF LAND MGMT.
N.M.S.O. SANTA FE
SEP 26 1995
AM 7:18:19

**TRANSFER OF OPERATING RIGHTS (SUBLEASE) 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. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Lease Serial No.

NM-23472

Type or print plainly in ink and sign in ink.

PART A: TRANSFER

1. Transferee (Sublessee)*
Street **BWAB, L.L.C. (7%)**
City, State, ZIP Code **475 Seventeenth Street, Suite 1600
Denver, Colorado 80202**

*If more than one transferee, check here and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: (Check one) Oil and Gas Lease, or Geothermal Lease

Interest conveyed: (Check one or both, as appropriate) Operating Rights (sublease) Overriding Royalty, payment out of production or other similar interests or payments

2. This transfer (sublease) 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	Conveyed	Retained	Reserved	Previously reserved or conveyed
	b	c	d		
<p>Township 26 North, Range 12 West, NMPM Section 7: Lots 3, 4</p> <p>Containing 76.30 acres, more or less San Juan County, New Mexico</p> <p>From the surface of the earth to the base of the Fruitland (Coal-Gas) Formation</p>	* 82.25	* 81.75	* .50	-0-	See prior reservations of record
	* See attached Schedule A				

FOR BLM USE ONLY—DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

Transfer approved effective OCT 01 1995

By Anna Rudolph
(Authorized Officer)

LAND LAW ASSISTANT
FLUIDS ADJUDICATION TEAM
(Title)

NOV 20 1995
(Date)

Whiting Petroleum Corporation (93%)
1700 Broadway, Suite 2300
Denver, Colorado 80290

RECEIVED
FVS

00 3 1 85

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

- The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
- Transferee certifies as follows: (a) Transferee 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 transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, 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; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee 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) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, 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 transfer 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 _____ day of _____, 19 _____

Executed this 8th day of September, 19 95

Name of Transferor SEE ATTACHED LIST OF TRANSFERORS
Please type or print

but effective may 1, 1995
BWAB, L.L.C.

Transferor _____
or (Signature)

Transferee Randall C. Paulic
Manager/Member (Signature)

Attorney-in-fact _____
(Signature)

WHITING PETROLEUM CORPORATION

(Transferor's Address)

(City) (State) (Zip Code)

Transferee John Haystack
Vice President

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

SCHEDULE A

LEASE SERIAL NO. NM-23472

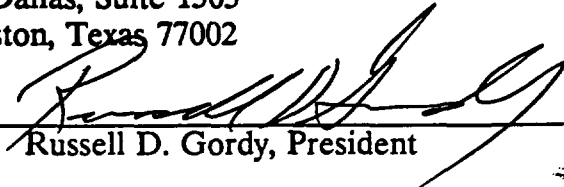
	Percent of Interest			Percent of Overriding Royalty or Similar Interests	
	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
TRANSFERORS					
Gordy Gas Corporation	38.50	38.50	-0-	-0-	See prior reservations of record
Petrosakh U.S.A.	20.00	20.00	-0-	-0-	
JGF, Inc.	12.00	12.00	-0-	-0-	
Donald G. Parsons	3.00	3.00	-0-	-0-	
K-Par Partners	3.00	3.00	-0-	-0-	
Steven T. Wolf	2.50	2.50	-0-	-0-	
James B. Fullerton	1.00	1.00	-0-	-0-	
George B. Broome	1.00	1.00	-0-	-0-	
Adelante Oil & Gas, L.L.C.	1.00	.50	.50	-0-	
Robert W. Allen & Debra G. Allen	.25	.25	-0-	-0-	
TOTAL	82.25	81.75	.50	-0-	

TRANSFERORS

This Assignment may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

Executed this 7th day of September, 1995, but effective as of May 1, 1995

Gordy Gas Corporation
811 Dallas, Suite 1505
Houston, Texas 77002

By: 
Russell D. Gordy, President

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

Petrosakh U.S.A.
400 North St. Paul, Suite 400
Dallas, Texas 75201

By: _____
Mark McKinley, President

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

JGF, Inc.
1331 Lamar, Suite 1065
Houston, Texas 77010

By: _____
James G. Floyd, President

TRANSFERORS

This Assignment may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

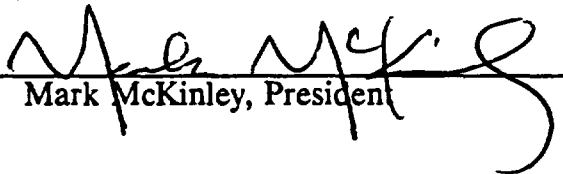
Executed this _____ day of _____, 1995, but effective as of May 1, 1995

Gordy Gas Corporation
811 Dallas, Suite 1505
Houston, Texas 77002

By: _____
Russell D. Gordy, President

Executed this 6th day of September, 1995, but effective as of May 1, 1995

Petrosakh U.S.A.
400 North St. Paul, Suite 400
Dallas, Texas 75201

By: 
Mark McKinley, President

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

JGF, Inc.
1331 Lamar, Suite 1065
Houston, Texas 77010

By: _____
James G. Floyd, President

TRANSFERORS

This Assignment may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

Gordy Gas Corporation
811 Dallas, Suite 1505
Houston, Texas 77002

By: _____
Russell D. Gordy, President

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

Petrosakh U.S.A.
400 North St. Paul, Suite 400
Dallas, Texas 75201

By: _____
Mark McKinley, President

Executed this 6 day of September, 1995, but effective as of May 1, 1995

JGF, Inc.
1331 Lamar, Suite 1065
Houston, Texas 77010

By: 
James G. Floyd, President

TRANSFERORS

Page 2

Executed this 6th day of September, 1995, but effective as of May 1, 1995

Donald G. Parsons
223 Oakdene Road
Barrington, Illinois 60010

By: Donald G. Parsons
Donald G. Parsons

By: Arlene W. Parsons
Arlene Parsons (Spouse)

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

K-Par Partners
223 Oakdene Road
Barrington, Illinois 60010

By: _____
Donald G. Parsons

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

Steven T. Wolf
400 North St. Paul, Suite 400
Dallas, Texas 75201

By: _____
Steven T. Wolf

TRANSFERORS

Page 2

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

Donald G. Parsons
223 Oakdene Road
Barrington, Illinois 60010

By: _____
Donald G. Parsons

By: _____
Arlene Parsons (Spouse)

Executed this 6th day of September, 1995, but effective as of May 1, 1995

K-Par Partners
223 Oakdene Road
Barrington, Illinois 60010

By: 
Donald G. Parsons

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

Steven T. Wolf
400 North St. Paul, Suite 400
Dallas, Texas 75201

By: _____
Steven T. Wolf

TRANSFERORS

Page 2

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

Donald G. Parsons
223 Oakdene Road
Barrington, Illinois 60010

By: _____
Donald G. Parsons

By: _____
Arlene Parsons (Spouse)

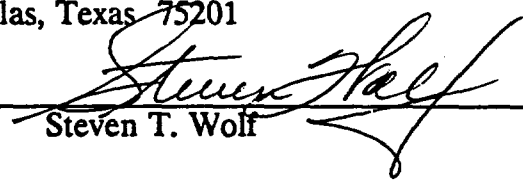
Executed this _____ day of _____, 1995, but effective as of May 1, 1995

K-Par Partners
223 Oakdene Road
Barrington, Illinois 60010

By: _____
Donald G. Parsons

Executed this 27th day of August, 1995, but effective as of May 1, 1995

Steven T. Wolf
400 North St. Paul, Suite 400
Dallas, Texas 75201

By: 
Steven T. Wolf

TRANSFERORS

Page 3

Executed this 6th day of April, 1995, but effective as of May 1, 1995

James B. Fullerton
1645 Court Place, Suite 406
Denver, Colorado 80202

By: James B. Fullerton
James B. Fullerton

By: Barbara A. Fullerton
Barbara A. Fullerton (Spouse)

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

George B. Broome
409 St. Michaels Drive
Santa Fe, New Mexico 87504

By: _____
George B. Broome

By: _____
Diane Broome (Spouse)

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

Adelante Oil & Gas, L.L.C.
P.O. Box 2471
Durango, Colorado 81301

By: _____
Michael J. Finney, Managing Director

TRANSFERORS

Page 3

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

James B. Fullerton
1645 Court Place, Suite 406
Denver, Colorado 80202

By: _____
James B. Fullerton

By: _____
Barbara A. Fullerton (Spouse)

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

George B. Broome
409 St. Michaels Drive
Santa Fe, New Mexico 87504

By: George B. Broome
George B. Broome

By: Diane M. Broome
Diane Broome (Spouse)

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

Adelante Oil & Gas, L.L.C.
P.O. Box 2471
Durango, Colorado 81301

By: _____
Michael J. Finney, Managing Director

TRANSFERORS

Page 3

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

James B. Fullerton
1645 Court Place, Suite 406
Denver, Colorado 80202

By: _____
James B. Fullerton

By: _____
Barbara A. Fullerton (Spouse)

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

George B. Broome
409 St. Michaels Drive
Santa Fe, New Mexico 87504

By: _____
George B. Broome

By: _____
Diane Broome (Spouse)

Executed this 6th day of September, 1995, but effective as of May 1, 1995

Adelante Oil & Gas, L.L.C.
P.O. Box 2471
Durango, Colorado 81301

By: 
Michael J. Finney, Managing Director

TRANSFERORS

Page 4

Executed this 6th day of September, 1995, but effective as of May 1, 1995

Robert W. Allen & Debra G. Allen
72 Silver Mountain Lane
Durango, Colorado 81301

By: Robert W. Allen
Robert W. Allen

By: Debra G. Allen
Debra G. Allen

~~Executed this _____ day of _____, 1995, but effective as of May 1, 1995~~

~~John Wilson
13400 County Road 120
Hesperus, Colorado 81326~~

~~By: _____
John Wilson~~