



VINTAGE PETROLEUM, INC.

January 29, 1995

New Mexico Energy, Minerals
and Natural Resources Department
Oil Conservation Division
811 S. First
Artesia, NM 88210
Attn: Carmen

RECEIVED

FEB 5 1995

OIL CON. DIV.
DIST. 2

RE: Miller-Olsen 1 & 2
T8S-R28E, NMPM
Sec. 3: E/2

Smith #1
T8S-R28E, NMPM
Sec. 2: SE/4 NE/4

Dear Carmen:

As we discussed in December by phone, Vintage has not submitted C-115 reports for the above named wells because the wells were sold in May of 1991.

Enclosed please find a copy of the bill of sale for these wells. I hope this will clear up the matter. If I can be of further assistance, please feel free to call me at 918-588-9153.

Sincerely:

VINTAGE PETROLEUM, INC.

Ruth Ann Jones
Production Analyst

Enclosures

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

VINTAGE PETROLEUM, INC., whose address is 4200 One Williams Center, Tulsa, Oklahoma 74172 (herein called "Grantor"), for Ten Dollars and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER unto ECLIPSE PETROLEUM CORPORATION, whose address is Post Office Box 837, La Grange, Texas 78945 (herein called "Grantee") all of Grantor's interests in the following described properties, rights and interests (the "Subject Properties"):

(a) All right, title and interest of Grantor in and to the oil and gas leases, leasehold interests, royalty or overriding royalty, mineral fee and servitude interests and other properties and interests listed on Exhibit A, attached hereto and made a part hereof for all purposes, and all contractual rights, including rights under permits, licenses, rights-of-way, leases and gas and oil sales agreements, including all of Grantor's rights, titles, interests in all personal property and equipment located therein or thereon, or used or useful, or held for further use for the operation and development thereof;

(b) All lease files, land files, well files, gas and oil sales contract files, gas processing files, division order files, abstracts, title opinions, and all other books, files and records, and all rights thereto, of Grantor directly related to and necessary in Grantee's opinion to the realization of value by Grantee of any of the Subject Properties; and

(c) All gas production or processing overproduction accounts or liabilities and/or underproduction accounts or credits existing as of the Effective Date (as defined below) with respect to any of the properties described in subparagraph (a) above.

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE IS MADE AND ACCEPTED UPON THE UNDERSTANDING AND AGREEMENT THAT ALL PERSONAL PROPERTY, MACHINERY, FIXTURES, EQUIPMENT AND MATERIALS CONVEYED HEREBY ARE SOLD AND ASSIGNED AND ACCEPTED BY GRANTEE IN ITS "WHERE IS, AS IS" CONDITION WITHOUT ANY WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED OR STATUTORY, OF MARKETABILITY, QUALITY, CONDITION, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

Grantee hereby assumes and agrees to pay and perform and discharge all obligations of Grantor to the extent such obligations are attributable to Grantor's interest in the Subject Properties and are attributable to periods from and after the Effective Date (as defined below).

This Assignment, Bill of Sale and Conveyance is made with full substitution and subrogation of Grantee in and to all representations and warranties of title heretofore given or made with respect to the Subject Properties.

TO HAVE AND TO HOLD the Subject Properties unto Grantee, its successors and assigns, forever, but without any warranty, express or implied, of title or otherwise.

IN WITNESS WHEREOF this Assignment, Bill of Sale and Conveyance has been executed and delivered on May 23rd, 1991, effective as to runs of oil and deliveries of gas, and for all other purposes, as of 7:00 o'clock a.m. local time at the locations of the Subject Properties, respectively, on May 1, 1991 (the Effective Date").

"GRANTOR"

ATTEST:

VINTAGE PETROLEUM, INC.

Angie Lino
Asst. Secretary

Robert W. Cox
Robert W. Cox, Vice President

"GRANTEE"

ATTEST:

ECLIPSE PETROLEUM CORPORATION

R. V. L. L. *Virgle Landreth*

This instrument prepared by:

Vintage Petroleum, Inc.
4200 One Williams Center
Tulsa, OK 74172

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

On this 23rd day of May, 1991, before me appeared Robert W. Cox to me personally known, who, being by me duly sworn, did say he is the Vice President of **Vintage Petroleum, Inc.** and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said Robert W. Cox acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires:

10-26-93

Cynthia K. Reese
Notary Public

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

On this 23rd day of May, 1991, before me appeared *Virgle Landreth* to me personally known, who, being by me duly sworn, did say he is the *General Manager* of **Eclipse Petroleum Corporation** and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said *Virgle Landreth* acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires:

10-26-93

Cynthia K. Reese
Notary Public

EXHIBIT "A"

TATE: NEW MEXICO

COUNTY: CHAVES

LEASE NO.	LESSOR	LESSEE	DATE	RECORDING BOOK	PAGE	DESCRIPTION
4518-01	M. Ray Miller, et al	C.A. Schellinger	10-20-77	169	437	T8S-R28E, NMPM Sec. 3: E/2 Miller-Olsen 1
			Ratification 5/20/87	309	373	
4519-01	Mark Smith, et ux	C.A. Schellinger	03-10-78	171	407	T8S-R28E, NMPM
			Ratification 5/15/87	309	114	Sec. 2: SE/4 N Smith #1