

THE STATE OF TEXAS)

COUNTY OF BLANCO)

WHEREAS, in Probate Proceedings styled In the Matter of the Estate of Ralph Lowe, Deceased, No. 3304 in the County Court of Midland County, Texas, said Court by order entered on the 3rd day of January, 1966 duly admitted to probate and record the Last Will and Testament of Ralph Lowe, Deceased, said Will and the application for probate thereof being recorded in Volume 72, pages 562, et seq., Probate Minutes of Midland County, Texas, and said order probating said Will being recorded in Volume 72, Page 570, Probate Minutes of Midland County, Texas, reference being here made to such instruments and the records thereof for all pertinent purposes; and

WHEREAS by virtue of the provisions of said Last Will and Testament of Ralph Lowe, Deceased, the undersigned, ERMA LOWE, of Tarrant County, Texas and MARY RALPH LOWE, of Blanco County, Texas, are the sole and only beneficiaries, the said ERMA LOWE being the holder of a life estate in the Estate of Ralph Lowe, Deceased, and the hereinafter described property, interests and rights and the said MARY RALPH LOWE being the remainderman after the termination of said Life Estate now vested in the said ERMA LOWE; and

WHEREAS the said ERMA LOWE and the said MARY RALPH LOWE are the sole and only owners of all of the property belonging to said Ralph Lowe at the time of his death and his said estate and all increments, increase, additions and mutations thereof during the administration of his said estate; and

WHEREAS the said ERMA LOWE and the said MARY RALPH LOWE are desirous of disposing of their interests in said property and Estate; and

BEFORE THE
OIL CONSERVATION DIVISION
Case No. 13142 Exhibit No.
Submitted By: **9-A**
Maralo
Hearing Date: November 10, 2004

WHEREAS, said properties and estate of Ralph Lowe, Deceased, at the time of his death consisted of various properties and interests located in various counties in the states of Louisiana, New Mexico, Texas, Wyoming, Montana, Arizona, Colorado, Missouri, Utah and Oklahoma; and

WHEREAS, said estate of Ralph Lowe, Deceased, now owns various properties and interests located in various counties in various states; and

WHEREAS, in order to avoid the recording of unnecessary material, description and exhibits in the various states, the said ERMA LOWE and the said MARY RALPH LOWE are executing of even date herewith multiple conveyances of their interests in said properties and estate of Ralph Lowe, Deceased, owned by said Ralph Lowe at the time of his death and are now owned by said estate of Ralph Lowe, Deceased, in order that the conveyance to be recorded in a particular state will only have exhibits attached thereto which pertain to the properties in that particular state; and

WHEREAS, it is the desire of the Grantors and the Grantee herein to have one general conveyance to cover properties not located in counties or states where one of the other original conveyances will be recorded and properties now owned by said estate of Ralph Lowe, Deceased, but not listed on any of the exhibits attached to the other original conveyances or properties now owned by said estate of Ralph Lowe, Deceased, which were not owned by said Ralph Lowe at the time of his death, and not located in one of the counties or states where one of the other original conveyances are recorded.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That we, ERMA LOWE, a feme sole, of Tarrant County, Texas, and MARY RALPH LOWE, a feme sole, of Blanco County, Texas, for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable considerations, the receipt of which is hereby acknowledged, to us in hand

paid by MARALO, INC., a Texas corporation, of Johnson City, Texas, have this day GRANTED, BARGAINED, SOLD and CONVEYED and by these presents do GRANT, BARGAIN, SELL and CONVEY unto the said MARALO, INC., the following, to-wit:

All and each of our rights, titles and interests in and to all the rights, titles and interests of the said Ralph Lowe, Deceased, at the time of his death, and his said estate, together with all increments, increase, additions and mutations thereof during the administration of his said estate, AND also including, but not by way of limitation, all of the property, claims, causes of action, and other rights of whatsoever nature, as we may be entitled to under the Will of Ralph Lowe, Deceased, and as sole owners of the Estate of Ralph Lowe, Deceased, SAVE AND EXCEPT any claims or causes of action we may have or be entitled to against Robert M. Turpin, Charles L. Morgan, Jr., H. L. Landua, V. H. Van Horn, Jr., James L. Morris and D. H. Rose, for any personal and individual liability they may have to us for any failure to well and truly perform the duties of Independent Executors of the Estate of Ralph Lowe, Deceased, such as mismanagement, conversion negligence or other breach of trust on their part.

Together with all the rights, hereditaments and appurtenances thereto in anywise belonging to the said MARALO, INC., its successors and

assigns, FOREVER. And we do hereby bind ourselves, our heirs, executors and administrators to WARRANT and FOREVER DEFEND such rights, titles and interests in and to all the above described property, real, personal or mixed, against any person whoms oevelr lawfully claiming or to claim the same or any part thereof.

EXECUTED and delivered this 7th day of June, 1973, in multiple counterpart originals.

Erma Lowe
Erma Lowe
Mary Ralph Lowe
Mary Ralph Lowe

THE STATE OF TEXAS)
COUNTY OF BLANCO)

BEFORE ME, the undersigned authority, on this day personally appeared ERMA LOWE, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of JUNE, A. D. 1973.

Hilda Kröll
(Hilda Kröll), Notary Public
Blanco County, Texas.

THE STATE OF TEXAS)
COUNTY OF BLANCO)

BEFORE ME, the undersigned authority, on this day personally appeared MARY RALPH LOWE, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of JUNE, A. D. 1973.

Hilda Kröll
(Hilda Kröll), Notary Public
Blanco County, Texas.

54264

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ASSIGNMENT, CONVEYANCE AND BILL OF SALE

STATE OF NEW MEXICO]

COUNTY OF LEA]

THIS ASSIGNMENT, CONVEYANCE AND BILL OF SALE (hereinafter called "ASSIGNMENT") is made between MARALO INC. and LOWE PARTNERS, LP, both having an address of Five Post Oak Park, Suite 1010, Houston, Texas 77027-3489, hereinafter called "ASSIGNOR" and HAL J. RASMUSSEN OPERATING, INC., having an address of 310 West Wall, Suite 906, Midland, Texas 79701, hereinafter called "ASSIGNEE".

IN CONSIDERATION of the mutual promises made between ASSIGNOR and ASSIGNEE, ASSIGNOR hereby grants, sells, assigns, quitclaims, transfers and conveys to ASSIGNEE, his heirs, successors and assigns, without warranty of any kind, express or implied, subject to the terms and conditions contained herein, the following property:

1. All of ASSIGNOR'S right, title and interest in and to the Oil and Gas Lease described on the attached Exhibit "A", insofar as said lease covers the land and limited depths described therein, (hereinafter sometimes referred to as "the property");
2. All of ASSIGNOR'S right, title and interest in and to all permits, franchises, licenses, servitudes, easements, surface leases and rights-of-way, of every character, relating to the property;
3. All of ASSIGNOR'S right, title and interest in and to any contracts or agreements including but not limited to rights and interests in or derived from unit agreements, orders and decisions of state and federal regulatory authorities establishing units, joint operating agreements and assignments of operating rights affecting the property;
4. All of ASSIGNOR'S right, title and interest in and to the Humble State #1, 2, 3 and 4 wells located on the property, the production therefrom, the machinery, equipment, connecting pipeline, fixtures and personal property associated or used in the operation of said well.

THIS ASSIGNMENT shall be subject to the following terms, conditions, limitations, and exceptions:

1. This ASSIGNMENT is made without warranty whatsoever, express, statutory or implied, as to description, title, condition or quality. All machinery, equipment, fixtures and personal property are sold AS IS WITHOUT WARRANTY OF MERCHANTABILITY, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE, EITHER EXPRESS OR IMPLIED.
2. This ASSIGNMENT shall be effective as of April 1, 1994, at 12:00 a.m., local time.
3. The terms, conditions or exceptions contained herein shall constitute covenants running with the land, and shall be binding upon, and for the benefit of, the respective heirs, successors and assigns of ASSIGNOR and ASSIGNEE.
4. ASSIGNOR agrees to indemnify and hold harmless ASSIGNEE, his employees, and agents, from any and all liability, liens, demands, judgments, suits, and claims of any kind of character arising out of, in connection with, or resulting from ASSIGNOR'S ownership and operation of the property transferred herein before the effective date, including, but not limited to, claims for injury or death of any persons, or damage, loss, or destruction of any property, real or personal, under any theory of tort, contract or strict liability.

L.104(89)

BEFORE THE
OIL CONSERVATION DIVISION
Case No. 13142 Exhibit No. — **9-B**
Submitted By:
Maralo
Hearing Date: November 10, 2004

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

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5. ASSIGNEE agrees to indemnify and hold harmless ASSIGNOR, its respective officers, partners, employees, and agents, from any and all liability, liens, demands, judgments, suits, and claims of any kind of character arising out of, in connection with, or resulting from ASSIGNEE'S ownership and operation of the property transferred herein on or after the effective date, including, but not limited to, claims for injury or death of any persons, or damage, loss, or destruction of any property, real or personal, under any theory of tort, contract or strict liability, failure to plug and abandon the above described well(s) and any and all other wells located on the property and the failure to restore the surface.

6. ASSIGNEE has inspected the property and premises and satisfied itself as to their physical and environmental condition, both surface and subsurface. On and after the Effective Date, ASSIGNEE agrees to assume all responsibility and liability related to the environmental condition of the property and agrees to defend, indemnify and hold ASSIGNOR, its officers, directors, agents, employees and affiliated companies, harmless from any and all employees and affiliated companies, from any and all claims arising from the presence of any environmental contaminants which may be on the premises or personal property as the result of oil and gas operations related to the property without regard to when such condition or contamination occurred, or whether based on any theory of negligence of the ASSIGNOR.

7. It is agreed that ASSIGNOR will be responsible for the payment of any and all production and severance taxes due or payable prior to the effective date hereof. Ad valorem taxes shall be prorated to the effective date hereof.

Assignor specifically excepts and retains any and all mineral, royalty and/or overriding royalty interests owned by it, if any, under the property.

EXECUTED AND DELIVERED this 1st day of April, 1994.

ASSIGNORS:

MARALO INC.

By: Mary Ralph Lowe
Name: Mary Ralph Lowe, President

LOWE PARTNERS, LP

By: Mary Ralph Lowe
Name: Mary Ralph Lowe, President of
Maralo Inc., Managing PartnerASSIGNEE:

HAL J. RASMUSSEN OPERATING, INC.

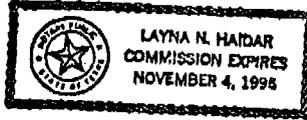
By: Hal J. Rasmussen
Name/Title: President

ASSIGNMENT, CONVEYANCE AND BILL OF SALE
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THE STATE OF TEXAS)]
COUNTY OF HARRIS)]

This instrument was acknowledged before me on this 15th day of April, 1994, by MARY RALPH LOWE, President of Maralo Inc., Managing Partner of LOWE PARTNERS, LP, on behalf of said Partnership.



Layna N. Haidar
NOTARY PUBLIC IN AND FOR
The State of Texas

THE STATE OF TEXAS)]
COUNTY OF HARRIS)]

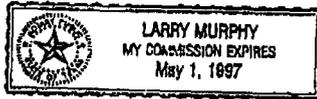
This instrument was acknowledged before me on this 15th day of April, 1994, by MARY RALPH LOWE, President of MARALO INC., on behalf of said corporation.



Layna N. Haidar
NOTARY PUBLIC IN AND FOR
The State of Texas

STATE OF TEXAS)]
COUNTY OF MIDLAND)]

This instrument was acknowledged before me, this 14th day of April, 1994 by HAL J. RASMUSSEN, PRESIDENT of HAL J. RASMUSSEN OPERATING, INC., on behalf of said corporation.



Larry Murphy
NOTARY PUBLIC IN AND FOR
The State of Texas

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EXHIBIT "A"

Attached to and made a part of that certain Assignment, Conveyance and Bill of Sale, dated effective April 1, 1994 by and between LOWE PARTNERS, LP, et al, as Assignors and HAL J. RASMUSSEN, OPERATING INC., as Assignee.

N.M. 1087

Lessor: State of New Mexico (B-934)
 Lessee: Humble Oil & Refining Company
 Dated: June 6, 1932
 Description: NE/4 NE/4, S/2 NE/4, SW/4 NW/4, NE/4 SW/4 of Section 36, T-25-S, R-36-E, NMPM, Lea County, New Mexico, Limited to only those depths from surface of the ground down to including a depth of 3500 feet subsurface.

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

APR 20 1994

54264

at 10:46 o'clock A M
 and recorded in Book 498
 Page 652
 Pat Chappelle, Lea County Clerk
 By SM Deputy

