

ASSIGNMENT AND BILL OF SALE

STATE OF NEW MEXICO)
) KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF EDDY)

THAT, **MALLON OIL COMPANY**, a Colorado corporation, being a subsidiary of Mallon Resources Corporation, whose address is 999 18th Street, Suite 1700, Denver, Colorado, 80202 (hereinafter referred to as Assignor), for Ten and No/100 Dollars (\$10.00) and other good, valuable and sufficient consideration, paid to an intermediary as part of a tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code, does hereby GRANT, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER unto **MAGNUM HUNTER PRODUCTION, INC.**, a Texas corporation and a wholly-owned subsidiary of Magnum Hunter Resources, Inc., whose address is Post Office Box 140907, Irving, Texas, 75039, (hereinafter referred to as Assignee), its successors and assigns, all of its undivided right, title, and interest in and to the following:

1. Oil and Gas Interests. All the undivided right, title, and interest of Assignor, now owned in the oil, gas, casinghead gas, mineral leases, mineral interests, and estates, regardless of the nature of such interests, whether known or unknown, including any escrowed or accrued funds which have not been paid to Assignor as of the closing date hereof, in and under or covering the properties described in Exhibit "A", and any extensions or renewals thereof, attached hereto insofar as such leases, interests, and estates cover the acreage specifically described in Exhibit "A", and all the undivided right, title, and interest of Assignor now owned in the oil, gas, casinghead gas, mineral leases, mineral interests, and estates in and under or covering the properties identified in Exhibit "A" attached hereto, insofar as such leases, interests, and estates cover the acreage specifically described in Exhibit "A" attached hereto, together with any interests and estates with which any of the aforementioned interests and estates of Assignor in the properties described in Exhibit "A" are now or may hereinafter be spaced, pooled or unitized, and all real property, including buildings and shop facilities and improvements located on the acreage specifically described in Exhibit "A" attached hereto used or useful in connection with the properties described in Exhibit "A". Further, Assignee will assume any production imbalance, regardless of when such imbalance occurred, and Assignor shall be credited with all oil in the tanks as of 7:00 a.m. of the effective date herein (all of the above hereinafter collectively referred to as "Oil and Gas Interests", whether one or more).

2. Equipment. All the undivided interest of Assignor in and to the wells, fixtures, facilities, pipelines and equipment attributable to the Oil and Gas Interests or used or useful in connection with the production, treatment, processing, gathering, sale, transportation or disposal of hydrocarbons, water or other substances produced therefrom including, but not limited to each wellbore, all surface production equipment, tank batteries, pumping units, gas gathering system(s), compressors, separators and scrubbers, salt water disposal system(s), pumps, and all tangible property of any kind associated with the completion and production operation of the Oil and Gas Interests, and all excess materials, supplies, spare parts and

Oil Conservation Division
 Case No. _____
 Exhibit No. 1

*Attn: Sherrie Gaughan Land Admin
 Magnum Hunter Resources Inc
 600 E Las Colinas Blvd #1100
 Irving TX 75039*

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equipment, including, but not limited to pumps and pump parts, electric motors, transformers, tubular goods, pumping units, tanks and production equipment in use or in inventory for use with the Oil and Gas Interests (all of the above hereinafter collectively referred to as "Equipment").

3. Contractual Rights. All the undivided interest of Assignor in those agreements by which Assignor acquired its interest in the Oil and Gas Interests and the Equipment, and all the undivided interest of Assignor in and to any and all other agreements usually associated with and customarily relating to the exploration, production, transportation, processing, gathering, treating, sale and/or disposal of hydrocarbons, water or other substances from or attributable to the Oil and Gas Interests, including, without limitation, permits, easements, servitudes, rights of way, licenses, purchase orders, oil and casinghead gas sales contracts, contact rights, operating agreements, and pooling and unitization agreements, and any other contract relating to such acquired interests.
4. Like Kind Exchange Option. Buyer may elect to effect a like-kind exchange or a reverse like-kind exchange pursuant to Section 1031 of the Internal Revenue Code, the regulations and procedures promulgated thereunder, with respect to any or all of the property (a "Like-Kind Exchange"). In order to effect a Like-Kind Exchange, Seller shall reasonably cooperate and do all acts as may be reasonably required or requested by Buyer with regard to effecting the Like-Kind exchange, including, but not limited to, permitting Buyer to assign its rights under this agreement to a qualified intermediary or exchange accommodation titleholder of Buyer's choice in accordance with Treasury Regulation Section 1.1031(k)-1(g)(4); provided, however, that Seller shall incur no liability or expense in connection with such Like-Kind Exchange.
5. Other Agreements. This Assignment is subject to all agreements of record affecting the Lands and further is expressly made subject to the terms and conditions of that certain unrecorded Purchase and Sale Agreement dated August 7, 2001, by and between Mallon Resources Corporation, as Seller, and Magnum Hunter Production, Inc., as Buyer and any amendments thereto.

TO HAVE AND TO HOLD the Oil and Gas Interests, Equipment and Contractual Rights, together with the rights, titles, interests, estates, remedies, powers and privileges pertaining thereto, unto Assignee and its successors and assigns, together with all and singular the rights and appurtenances thereunto belonging unto Assignee, its successors and assigns, forever.

THIS ASSIGNMENT IS MADE WITHOUT ANY WARRANTY OR REPRESENTATION OF TITLE, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WITHOUT ANY EXPRESS, IMPLIED STATUTORY OR OTHER WARRANTY OR REPRESENTATION

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AS TO THE CONDITION, QUANTITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM REDHIBITORY VICES OR DEFECTS, CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OR MERCHANTABILITY OF ANY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PURPOSE, AND WITHOUT ANY OTHER EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER, ASSIGNEE SHALL HAVE INSPECTED OR WAIVED ITS RIGHT TO INSPECT THE PROPERTY FOR ALL PURPOSES AND SATISFIED ITSELF AS TO THE PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, INCLUDING BUT NOT LIMITED TO, CONDITIONS SPECIFICALLY RELATED TO THE PRESENCE, RELEASE OR DISPOSAL OF HAZARDOUS SUBSTANCES, AND THE CONDITION OF ANY WELL CASING, TUBING OR DOWNHOLE EQUIPMENT. ASSIGNEE IS RELYING SOLELY UPON ITS OWN INSPECTION OF THE PROPERTY, AND ASSIGNEE SHALL ACCEPT ALL OF THE SAME IN ITS "AS IS, WHERE IS" CONDITION. IN ADDITION, ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA, REPORTS, RECORDS, PROJECTIONS, INFORMATION OR MATERIALS NOW, HERETOFORE OR HEREAFTER FURNISHED OR MADE AVAILABLE TO ASSIGNEE IN CONNECTION WITH THIS ASSIGNMENT AND BILL OF SALE INCLUDING, WITHOUT LIMITATION, ANY DESCRIPTION OF THE PROPERTY, PRICING, ASSUMPTIONS OR QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE PROPERTY, OR THE ABILITY OR POTENTIAL OF THE PROPERTY TO PRODUCE HYDROCARBONS OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY OR ANY OTHER MATTERS CONTAINED IN THE PROPRIETARY DATA OR ANY OTHER MATERIALS FURNISHED OR MADE AVAILABLE TO ASSIGNEE BY ASSIGNOR OR BY ASSIGNOR'S AGENTS OR REPRESENTATIVES. ANY AND ALL SUCH DATA, RECORDS, REPORTS, PROJECTIONS, INFORMATION AND OTHER MATERIALS FURNISHED BY ASSIGNOR OR OTHERWISE MADE AVAILABLE TO ASSIGNEE ARE PROVIDED TO ASSIGNEE AS A CONVENIENCE AND SHALL NOT CREATE OR GIVE RISE TO A LIABILITY OF OR AGAINST ASSIGNOR. ANY RELIANCE ON OR USE OF THE SAME SHALL BE AT ASSIGNEE'S SOLE RISK TO THE MAXIMUM EXTENT PERMITTED BY LAW.

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 instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

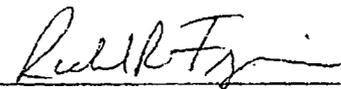
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Eddy County, New Mexico
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EXECUTED THIS 14th day of September, 2001, but made effective as of the 1st day of July, 2001.

ASSIGNOR:
MALLON OIL COMPANY

By: 
Roy K. Ross, Executive Vice President

ASSIGNEE:
MAGNUM HUNTER PRODUCTION, INC.

By: 
Richard R. Frazier, President

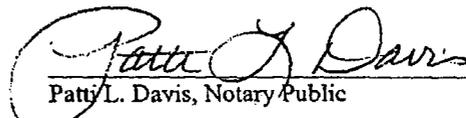
STATE OF COLORADO §
 §
COUNTY OF DENVER §

ACKNOWLEDGEMENT

This instrument was acknowledged before me this 14th day of September, 2001, by Roy K. Ross, Executive Vice President of MALLON OIL COMPANY, a Colorado corporation.

My Commission Expires:
March 11, 2004




Patti L. Davis, Notary Public

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

ACKNOWLEDGEMENT

This instrument was acknowledged before me this 14th day of September, 2001, by Richard R. Frazier, President of MAGNUM HUNTER PRODUCTION, INC., a Texas corporation.

My Commission Expires:
September 3, 2004


Gayle Arnold, Notary Public

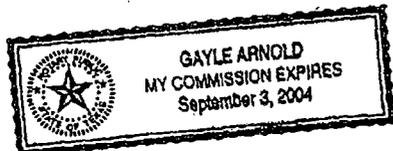


EXHIBIT "A"
SCHEDULE OF LEASES AND CONTRACTUAL INTERESTS

Attached to and made a part of that certain
Assignment and Bill of Sale dated September 14, 2001
(Eddy County, New Mexico)

Lease Date	Lease No.	Lessee	Grantor	Section	Recording Info Book	Page
10/15/68	State of New Mexico L-1514	Pennzoil United, Inc.		<u>Township 20 South, Range 28 East, NMPM</u> Section 21: E/2SE/4, NW/4SW/4, N/2NE/4, SE/4SW/4, SW/4NE/4	Not Recorded	
4/12/71	Marie T. Neal	D. L. Hannifin		<u>Township 21 South, Range 27 East, NMPM</u> Section 25: E/2NW/4	78	875
4/5/71	Frank S. Jump, et al.	D. L. Hannifin		<u>Township 21 South, Range 27 East, NMPM</u> Section 25: E/2NW/4	78	873
Effective 1/1/64	USA NM 0473303-A United States of America	W. Hirshon		<u>Township 22 South, Range 27 East, NMPM</u> Section 03: Lots 1, 2, S/2SE/4 Section 10: N/2NE/4	Not Recorded	
12/15/65	Gertrude A. Echols, et al.	E. S. Grear		<u>Township 23 South, Range 26 East, NMPM</u> Section 12: NW/4NW/4SE/4, S/2NW/4SE/4, N/2S/2SE/4, E/2SE/4SW/4, SW/4SE/4SW/4, SW/4SW/4SW/4	165	121
8/9/67	J. S. Gibson, et al.	David J. Sorenson		<u>Township 23 South, Range 26 East, NMPM</u> Section 12: NW/4NW/4SE/4, S/2NW/4SE/4, N/2S/2SE/4, E/2SE/4SW/4, SW/4SE/4SW/4, SW/4SW/4SW/4	56	374
8/14/68	Mollie L. Thoele	David J. Sorenson		<u>Township 23 South, Range 26 East, NMPM</u> Section 12: NW/4SE/4SW/4, NE/4SW/4SW/4	63	498

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Lease Date	Lessor	Lessee	Legal Description	Recording Book	Page
8/14/68	Herbert J. Cook	David J. Sorenson	<u>Township 23 South, Range 26 East, NMPM</u> Section 12: NW/4SE/4SW/4, NE/4SW/4SW/4	63	502
8/14/68	Anna Muchenhausen	David J. Sorenson	<u>Township 23 South, Range 26 East, NMPM</u> Section 12: NW/4SE/4SW/4, NE/4SW/4SW/4	63	506
9/9/68	William Cook	David J. Sorenson	<u>Township 23 South, Range 26 East, NMPM</u> Section 12: NW/4SE/4SW/4, NE/4SW/4SW/4	63	510
9/22/67	Joe Gant, et ux.	David J. Sorenson	<u>Township 23 South, Range 26 East, NMPM</u> Section 12: SE/4SW/4SE/4	56	793
10/24/67	Edwin P. Edwards, et ux.	David J. Sorenson	<u>Township 23 South, Range 26 East, NMPM</u> Section 12: NW/4SW/4SW/4	58	316
9/27/67	C. C. Schachtsiek, et al.	David J. Sorenson	<u>Township 23 South, Range 26 East, NMPM</u> Section 12: SW/4SE/4SE/4	58	451
7/1/58	USA NM-040547 United States of America	C. J. Patterson	<u>Township 23 South, Range 26 East, NMPM</u> Section 01: NE/4SW/4, S/2SW/4 Section 12: E/2NE/4, NE/4SE/4 <u>Township 23 South, Range 27 East, NMPM</u> Section 06: Lots 6, 7, E/2SW/4 Section 07: Lots 1, 2, 3, NE/4SW/4	Not Recorded	

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4/1/65	Missouri-New Mexico Land Co.	Socony Mobil Oil Co.	<u>Township 23 South, Range 27 East, NMPM</u> Section 06: Lots 3, 4, 5, SE/4NW/4, SE/4	155	27
6/14/65	Howard I. Everett and wife Acie R. Everett	E. S. Gear	<u>Township 23 South, Range 26 East, NMPM</u> Section 01: NW/4SW/4 and all that part of the NW/4 lying east of Highway 62 Section 02: All that part of the NE/4SE/4 lying east of Highway 62	158	8
Effective 11/1/56	USA NM-027994-D United States of America	George E. Conley	<u>Township 23 South, Range 26 East, NMPM</u> Section 12: NW/4, W/2NE/4 Section 13: NE/4, S/2, E/2NW/4 Section 24: SE/4, S/2SW/4 Section 25: NE/4	Not Recorded	
Effective 8/1/63	USA NM-0413245 United States of America	James McTighe	<u>Township 24 South, Range 26 East, NMPM</u> Section 10: SE/4, SE/4SW/4	Not Recorded	
3/17/70	State of New Mexico L-4325	Pennzoil United, Inc.	<u>Township 24 South, Range 26 East, NMPM</u> Section 02: NE/4SW/4, NW/4SE/4 Section 03: NE/4SE/4	Not Recorded	
2/17/70	State of New Mexico L-4241	George A. Moberly	<u>Township 23 South, Range 26 East, NMPM</u> Section 34: NW/4NE/4	Not Recorded	
7/8/66	Fitz-Hugh Marshall	Earl S. Gear	<u>Township 23 South, Range 26 East, NMPM</u> Section 01: Lots 1 & 2, S/2NE/4	168	240
6/11/70	Warren T. Baczik, et ux.	D. J. Sorenson	<u>Township 22 South, Range 26 East, NMPM</u>	73	697

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Lease Date	Lessor	Lessee	Description of Lease	Record Book	Page
			Section 25: A portion of the NW/4 (see lease for exact description)		
6/4/70	Jewel Barnes, a widow	D. J. Sorenson	<u>Township 22 South, Range 26 East, NMPM</u> Section 25: A portion of the NW/4 (see lease for exact description)	73	241
7/7/70	Lee T. Scott, et ux.	D. J. Sorenson	<u>Township 22 South, Range 26 East, NMPM</u> Section 25: A portion of the NW/4 (see lease for exact description)	73	583
4/10/70	G. R. Spencer, et ux.	D. J. Sorenson	<u>Township 22 South, Range 26 East, NMPM</u> Section 25: A portion of the NW/4 (see lease for exact description)	72	491
7/14/70	E. J. Barton, et ux.	D. J. Sorenson	<u>Township 22 South, Range 26 East, NMPM</u> Section 25: A portion of the NW/4 (see lease for exact description)	73	699
7/9/70	Elmer W. Rea, et ux.	D. J. Sorenson	<u>Township 22 South, Range 26 East, NMPM</u> Section 25: A portion of the NW/4 (see lease for exact description)	73	633
7/6/70	E. W. Yarbrough, et ux.	D. J. Sorenson	<u>Township 22 South, Range 26 East, NMPM</u> Section 25: N/2SW/4NE/4NW/4	73	680

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Lease Date	Lessee	Lessor	Legal Description	Recording Book	Page
7/9/70	Annie R. Kemp, a widow	D. J. Sorenson	<u>Township 22 South, Range 26 East, NMPM</u> Section 25: A portion of the NW/4 (see lease for exact description)	73	587
7/7/70	W. T. Nelson, et ux.	D. J. Sorenson	<u>Township 22 South, Range 26 East, NMPM</u> Section 25: A portion of the NW/4 (see lease for exact description)	73	631
6/10/70	Dwyatt B. Nesbit, et ux.	D. J. Sorenson	<u>Township 22 South, Range 26 East, NMPM</u> Section 25: A portion of the NW/4 (see lease for exact description)	73	371
6/10/70	Thomas Daniel Lawson, et ux.	D. J. Sorenson	<u>Township 22 South, Range 26 East, NMPM</u> Section 25: A portion of the NW/4 (see lease for exact description)	73	695
6/11/70	Thomas J. Ferguson, et ux.	D. J. Sorenson	<u>Township 22 South, Range 26 East, NMPM</u> Section 25: A portion of the NW/4 (see lease for exact description)	74	45
8/29/70	Opal M. Gant, et vir.	D. J. Sorenson	<u>Township 22 South, Range 26 East, NMPM</u> Section 25: A portion of the NW/4 (see lease for exact description)	74	304
9/10/70	Leslie Bartlett, et ux.	D. J. Sorenson	<u>Township 22 South, Range 26 East, NMPM</u> Section 25: A portion of the NW/4 (see lease for exact description)	75	999
5/26/70	David A. Spencer, et ux.	D. J. Sorenson	<u>Township 22 South, Range 26 East, NMPM</u>	73	856

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Lease Date	Lease No.	Lessor	Lease Description	Recording Info. Book Page
			Section 25: A portion of the NW/4 (see lease for exact description)	
8/20/68	State of New Mexico L-1073	Pennzoil United, Inc.	<u>Township 24 South, Range 26 East, NMPM</u> Section 02: Lot 1, SW/4NW/4, SE/4SE/4 SE/4SW/4	Not Recorded
8/19/69	State of New Mexico L-3390	D. J. Sorenson	<u>Township 23 South, Range 26 East, NMPM</u> Section 26: W/2NE/4, NE/4NW/4, SW/4NW/4, E/2SE/4 Section 27: NE/4	Not Recorded
Effective 12/1/63	USA NM-0454018 United States of America	A. J. Heiser	<u>Township 22 South, Range 27 East, NMPM</u> Section 03: S/2NE/4, N/2SE/4 Section 04: Lots 3, 4, S/2NW/4 Section 10: S/2NE/4	155 6
9/25/63	USA NM-0441951 United States of America	J. H. Leib	<u>Township 24 South, Range 26 East, NMPM</u> Section 21: E/2	Not Recorded
11/29/63	USA NM-0475051 United States of America	Mary F. Balsam	<u>Township 24 South, Range 26 East, NMPM</u> Section 22: NW/4, S/2	Not Recorded

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Lease Date	Lessee	Lessor	Legal Description	Recording Info
7/1/63	USA NM-0402170 United States of America	Flora Hook	<u>Township 24 South, Range 26 East, NMPM</u> Section 14: SW/4 Section 15: E/2 Section 22: NE/4	Not Recorded
2/1/46	USA LC-065421 United States of America	M. M. Bradley	<u>Township 24 South, Range 26 East, NMPM</u> Section 11: S/2 Section 14: N/2, SE/4	Not Recorded
9/1/48	USA LC-064200 United States of America	T. O. Shappell	<u>Township 24 South, Range 26 East, NMPM</u> Section 10: N/2, N/2SW/4, SW/4SW/4 Section 11: N/2 Section 15: NW/4, N/2SW/4, SE/4SW/4	Not Recorded
12/1/63 (Extended)	USA NM-0475051 United States of America	Mary F. Balsam	<u>Township 24 South, Range 26 East, NMPM</u> Section 09: N/2, N/2S/2, SE/4SW/4, S/2SE/4	Not Recorded
8/20/68	State of New Mexico L-1110	Pennzoil United, Inc.	<u>Township 24 South, Range 26 East, NMPM</u> Section 16: NE/4NE/4, SW/4SW/4	Not Recorded
10/21/69	State of New Mexico L-3652	Pennzoil United, Inc.	<u>Township 24 South, Range 26 East, NMPM</u> Section 16: NW/4NE/4, NE/4SE/4	Not Recorded
11/17/64	State of New Mexico K-4540	Mrs. Corinne Grace	<u>Township 24 South, Range 26 East, NMPM</u> Section 16: S/2NE/4, NW/4, N/2SW/4, SE/4SW/4, W/2SE/4, SE/4SE/4	Not Recorded

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Lease Date	Lessee	Lessor	Legal Description	Recording Info
6/1/77	State of New Mexico LG-4215	Leo D. Catanach	<u>Township 18 South, Range 28 East, NMPM</u> Section 35: E/2E/2	Not Recorded
1/1/77	State of New Mexico LG-3968	R. M. Young, Jr.	<u>Township 18 South, Range 29 East, NMPM</u> Section 18: E/2SW/4	Not Recorded
10/15/68	State of New Mexico L-1513	Pennzoil United, Inc.	<u>Township 19 South, Range 29 East, NMPM</u> Section 15: W/2SW/4 Section 16: NW/4SW/4 Section 18: NE/4NW/4 Section 20: E/2SW/4, NE/4SE/4	Not Recorded
5/1/77	State of New Mexico LG-4171	Leo D. Catanach	<u>Township 18 South, Range 29 East, NMPM</u> Section 36: NE/4SE/4	Not Recorded
12/1/59	USA LC-062052 United States of America	Hudson & Hudson, Inc.	<u>Township 18 South, Range 31 East, NMPM</u> Section 03: Lots 1, 2, S/2NE/4, SW/4	Not Recorded
11/1/81	USA LC-029388-D United States of America	Marathon Oil Company	<u>Township 18 South, Range 31 East, NMPM</u> Section 03: Lots 3, 4, S/2NW/4, SE/4	Not Recorded
11/1/60	USA LC-029388-A United States of America	Hudson & Hudson, Inc.	<u>Township 18 South, Range 31 East, NMPM</u> Section 10: NE/4, SW/4	Not Recorded
9/1/80	USA LC-029388-C United States of America	Marathon Oil Company	<u>Township 18 South, Range 31 East, NMPM</u> Section 10: NW/4, SE/4	Not Recorded

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Case Date	Case No.	Lessee	Lease Description	Acres	Page
2/18/69	State of New Mexico L-2473	Pennzoil United, Inc.	<u>Township 19 South, Range 29 East, NMPM</u> Section 16: NW/4		Not Recorded
8/10/46	State of New Mexico E-950	Repollo Oil Company	<u>Township 17 South, Range 29 East, NMPM</u> Section 19: Lot 3		Not Recorded
4/22/65	Howard P. Hemler, et ux.	E. S. Grear	<u>Township 23 South, Range 27 East, NMPM</u> Section 06: Lots 1, 2, S/2NE/4	156	212
2/1/71	State of New Mexico L-5154	Pennzoil United, Inc.	<u>Township 19 South, Range 24 East, NMPM</u> Section 20: SW/4NW/4, W/2SW/4		Not Recorded
4/22/65	J. H. Aschbacher, et ux.	E. S. Grear	<u>Township 23 South, Range 27 East, NMPM</u> Section 06: Lots 1, 2, S/2NE/4	156	210
6/17/69	New Mexico L-3020	Pennzoil United, Inc.	<u>Township 22 South, Range 25 East, NMPM</u> Section 16: S/2NE/4, NW/4NW/4		Not Recorded
9/15/70	New Mexico L-4894	Pennzoil United, Inc.	<u>Township 22 South, Range 25 East, NMPM</u> Section 16: N/2NE/4, NE/4NW/4, NE/4SW/4, S/2SW/4, NE/4SE/4, SW/4SE/4		Not Recorded
12/15/70	New Mexico L-5081	Pennzoil United, Inc.	<u>Township 22 South, Range 25 East, NMPM</u> Section 16: S/2NW/4, NW/4SW/4, NW/4SE/4, SE/4SE/4		Not Recorded

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2/25/76	Gladys Shattuck, et al.	Pennzoil Company	<u>Township 22 South, Range 25 East, NMPM</u> Section 09: N/2SE/4	135	82
12/1/51	USA NM-04082 United States of America	Victor B. Van Hook	<u>Township 20 South, Range 31 East, NMPM</u> Section 17: SE/4, E/2SW/4 Section 21: W/2, W/2E/2	Not Recorded	
2/1/80	USA NM-38636 United States of America Department of the Interior Bureau of Land Management BRUSHY DRAW PROSPECT	Don Wright	<u>Township 26 South, Range 29 East, NMPM</u> Section 27: N/2NE/4, SE/4NE/4, NW/4, N/2S/2, SW/4SW/4 (excluding 38.08 acres lying within the Red Bluff Reservoir) Section 28: All (excluding 203.9 acres lying within the Red Bluff Reservoir) Section 29: N/2, N/2SE/4, SE/4SE/4 (depth limitations - see file)	212	568
9/1/48	USA LC-065347	Chevron USA, Inc.	<u>Township 24 South, Range 26 East, NMPM</u> Section 21: W/2	Not Recorded	
7/1/58	USA NM NM 91071	C. J. Patterson	<u>Township 23 South, Range 27 East, NMPM</u> Section 7: Lots 1, 2, 3, NE/4SW/4	Not Recorded	
1/1/60	USA NM 18033	Wadi Petroleum, Inc.	<u>Township 24 South, Range 26 East, NMPM</u> Section 9: SW/4SW/4 Limited from the surface down to 100' below the stratigraphic equivalent of the total depth drilled in the Wadi 9 Federal No. 1 well	Not Recorded	
6/18/68	State of New Mexico L-953	Bell Petroleum Company	<u>Township 24 South, Range 26 East, NMPM</u>	Not Recorded	

EXHIBIT "A"
SCHEDULE OF LEASES AND CONTRACTUAL INTERESTS

Attached to and made a part of that certain
Assignment and Bill of Sale dated September 14, 2001
(Eddy County, New Mexico)

Lease Date	Lease No.	Lessee	Section Description	Recording Info	Page
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Section 3: Lots 1, 2, S/2NE/4, W/2SE/4, SE/4SE/4

12/19/67	State of New Mexico L-487	Amoco Production Company	<u>Township 20 South, Range 28 East, NMPM</u> Section 21: SW/4	Not Recorded	
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RIGHT-OF-WAY AND SURFACE USE AGREEMENTS:

3/14/88 Effective as of 4/1/88	USA NM NM 71599	Red Bluff Water Power Control District	<u>Township 26 South, Range 29 East, NMPM</u> Right of Way across 365.90 acres in Sections 27, 28, 33 and 34 (see right-of-way for complete description of lands covered)	Not recorded	
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10/29/97 Effective as of 11/24/97	USA NM NM 98337	Mallon Oil Company	<u>Township 24 South, Range 26 East, NMPM</u> Right-of-Way across N/2SW/4 of Section 9 30 feet wide, 2213.7 feet long containing 1.525 acres, more or less	Not recorded	
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9/17/96	Eugene Hood	Mallon Oil Company	<u>Township 24 South, Range 26 East, NMPM</u> Pipeline Easement across the Southerly 25 feet wide and 803 linear feet of that part of a tract of land in the NW/4SE/4 and NE/4SW/4 of Section 10	261	445
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SCHEDULE OF LEASES AND CONTRACTUAL INTERESTS
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Lease Date	Lease No.	Lessee	Location	Recording Book	Page
3/14/88 Effective as of 4/1/88	USA NM NM 62575	Red Bluff Water Power Control District	<u>Township 26 South, Range 29 East, NMPM</u> Right of Way across 322.27 acres in Sections 17, 18, 19, 20 and 21 (see right-of-way for complete description of lands covered)	17	755

ALSO MADE A PART OF THIS CONVEYANCE ARE ALL CONTRACTUAL INTERESTS, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

That certain Operating Agreement dated September 15, 1988, by and between Santa Fe Energy Operating Partners, L.P., as Operator, and Pennzoil Company, et al., as Non-Operators, covering the following described lands:

Township 22 South, Range 27 East, NMPM
 Section 11: W/2

From the surface to the stratigraphic equivalent of 10,145 feet as found in the Chase A 11 Federal Com No. 1 well located in the SE/4NW/4 of said Section 11, containing 320 acre, more or less, Eddy County, NM

That certain Operating Agreement dated September 1, 1978, by and between Continental Oil Company (predecessor in interest to Sidney Lanier), as Operator, and Exxon Corporation, et al., as Non-Operators, covering the S/2 of Section 19-17S-29E, Eddy County, New Mexico, containing 294.90 acres, including rights from below 3100' to the base of the Morrow formation.

That certain Operating Agreement dated December 15, 1978, as amended, between Amoco Production Company, as Operator, and Pennzoil Company, et al., as Non-Operators, initially covering All of Section 2-23S-28E, Eddy County, NM

EXHIBIT "A"
SCHEDULE OF LEASES AND CONTRACTUAL INTERESTS

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(Eddy County, New Mexico)

Lease Date	Legal Description	Recording Info. Book Page
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CONTRACTUAL INTERESTS (Continued):

That certain Operating Agreement dated August 25, 1981, as amended, between Harvey E. Yates Company, as Operator, and Pennzoil Company, et al. as Non-Operators, entitled "Mesquite Working Interest Unit" covering depths between 5500 feet and 13116 feet as to the following described lands situated in Eddy County, NM, to-wit:

Township 17 South, Range 31 East, NMPM
Sections 34 and 35
Township 18 South, Range 31 East, NMPM
Sections 2 and 3

That certain Operating Agreement dated November 4, 1968, as amended, between Union Oil Company of California, as Operator, and Pennzoil United, Inc., et al., as Non-Operators, initially covering all of Sections 2, 3, 4, 10 and 11 and All of Section 9, less and except the SE/4SE/4 thereof, all in Township 22 South, Range 27 East, Eddy County, NM.

Undivided one-eighth of eight-eighths (1/8th of 8/8ths) overriding royalty interest acquired by virtue of that certain Royalty Assignment dated January 29, 1981, executed by Yates Petroleum Corporation and Yates Employees 80 LTD. as Assignors, in favor of Pennzoil Company, as Assignee and recorded in Book 194 at Page 711 of the Miscellaneous Records of Eddy County, New Mexico, covering and affecting the following described Oil and Gas Lease and and Gas Lease and property covered thereby, to-wit:

Oil and Gas Lease dated February 1, 1971, from the State of New Mexico, as Lessor to Pennzoil United, as Lessee, bearing State of New Mexico Lease No. L-5154 insofar as said Lease covers and affects the following described lands:

Township 19 South, Range 24 East, NMPM
Section 20: SW/4NW/4, W/2SW/4
Eddy County, New Mexico

EXHIBIT "A"
SCHEDULE OF LEASES AND CONTRACTUAL INTERESTS

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(Eddy County, New Mexico)

Lease Date	Lessee	Lessors	Legal Description	Recordation Book	Page
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CONTRACTUAL INTERESTS (Continued):

That certain Operating Agreement dated November 4, 1968, as amended, between Union Oil Company of California, as Operator, and Pennzoil United, Inc., et al., as Non-Operators, covering the following described lands (as revised April 3, 1992):

Township 22 South, Range 27 East, NMPM

Section 3: All

Section 4: N/2

SE/4 below base of Morrow

Section 9: NE/4, S/2 NW/4, SW/4, N/2 SE/4, SW/4 SE/4

Section 10: N/2, and that portion of the SE/4 lying north and east of the Pecos River

Section 11: E/2 SW/4

EXHIBIT "A"

WELL LIST

Attached to and made a part of that certain
 Assignment and Bill of Sale dated September 14, 2001
 (Eddy County, New Mexico)

STATE	WELL	SECTION	TOWNSHIP	RANGE	SURVEY	OPERATOR	ACREAGE	ACREAGE	ACREAGE	ACREAGE	ACREAGE	ACREAGE	ACREAGE	ACREAGE	ACREAGE
BIG EDDY															
ACT	BIG EDDY UNIT NO. 12	NWNW	21	020S	031E	EDDY	MALLON OIL CO.	0.52073100	0.40984295	0.40371018					
BLACK RIVER / BLACK RIVER NORTH / BLACK RIVER WEST															
SI	MALLON 10 FEDERAL NO. 1	SWNW	10	024S	026E	EDDY	MALLON OIL CO.	0.66718750	0.51681889	0.51681889					
LOC	MALLON 10 FEDERAL NO. 3	NWNW	10	024S	026E	EDDY	MALLON OIL CO.	0.66718750	0.51681889	0.51681889					
SI	MALLON 10 FEDERAL NO. 4	NWNE	10	024S	026E	EDDY	MALLON OIL CO.	0.72968750	0.56154999	0.56154999					
SI	MALLON 16 STATE NO. 1	SENE	16	024S	026E	EDDY	MALLON OIL CO.	1.00000000	0.81250000	0.81250000					
SI	WADI 15 FEDERAL NO. 1	NENW	15	024S	026E	EDDY	MALLON OIL CO.	0.33385250	0.26708200	0.26708200					
LOC	WADI 15 FEDERAL NO. 2	NWNW	15	024S	026E	EDDY	MALLON OIL CO.	0.33385250	0.26708200	0.26708200					
ACT	WADI 9 FEDERAL NO. 1	NWSW	9	024S	026E	EDDY	MALLON OIL CO.	0.64979235	0.48741019	0.48741019					
TA	WADI 9 FEDERAL NO. 2	NESW	9	024S	026E	EDDY	MALLON OIL CO.	0.87737570							
ACT	CARLSBAD STATE COMM. NO. 1	NWNE	34	023S	026E	EDDY	NADEL & GUSSMAN	0.06250000	0.05427685	0.05427685					
LOC	MALLON 10 FEDERAL NO. 2	NESW	10	024S	026E	EDDY	MALLON OIL CO.	0.66718750	0.51681889	0.51681889					
LOC	MALLON 21 FEDERAL NO. 1	NWNW	21	024S	026E	EDDY	MALLON OIL CO.								
LOC	MALLON 21 FEDERAL NO. 2	NENE	21	024S	026E	EDDY	MALLON OIL CO.								
LOC	MALLON 21 FEDERAL NO. 3	NWSW	21	024S	026E	EDDY	MALLON OIL CO.								
BRUSHY DRAW															
SWD	AMOCO FEDERAL NO. 01 (SWD)	NESE	27	026S	029E	EDDY	MALLON OIL CO.	0.74341100	0.50059700	0.50059700					
ACT	AMOCO FEDERAL NO. 03	NWSE	27	026S	029E	EDDY	MALLON OIL CO.	0.71822500	0.52708340	0.49859230					
ACT	AMOCO FEDERAL NO. 04	SENE	27	026S	029E	EDDY	MALLON OIL CO.	0.71822500	0.52708340	0.49859230					
ACT	AMOCO FEDERAL NO. 05	NENE	27	026S	029E	EDDY	MALLON OIL CO.	0.71822500	0.52708340	0.49859230					
ACT	AMOCO FEDERAL NO. 06	NWNE	27	026S	029E	EDDY	MALLON OIL CO.	0.71822500	0.52708340	0.49859230					
ACT	AMOCO FEDERAL NO. 07	NENW	27	026S	029E	EDDY	MALLON OIL CO.	0.71822500	0.52708340	0.49859230					
ACT	AMOCO FEDERAL NO. 08	SENE	27	026S	029E	EDDY	MALLON OIL CO.	0.71822500	0.52708340	0.49859230					
ACT	AMOCO FEDERAL NO. 09	NESW	27	026S	029E	EDDY	MALLON OIL CO.	0.65572500	0.48129590	0.45527990					
ACT	AMOCO FEDERAL NO. 10	SWNW	27	026S	029E	EDDY	MALLON OIL CO.	0.71197500	0.52250470	0.49426120					
ACT	AMOCO FEDERAL NO. 11	NWNW	27	026S	029E	EDDY	MALLON OIL CO.	0.68072500	0.49961090	0.47260490					
ACT	AMOCO FEDERAL NO. 13	NENE	28	026S	029E	EDDY	MALLON OIL CO.	0.69332430	0.50884100	0.48133600	0.71197500	0.52487792	0.49650610		
ACT	AMOCO FEDERAL NO. 14	SWSE	28	026S	029E	EDDY	MALLON OIL CO.	0.69454720	0.50973700	0.48218370	0.71197500	0.52487792	0.49650610		
ACT	AMOCO RED BLUFF FEDERAL NO. 1	NWSW	27	026S	029E	EDDY	MALLON OIL CO.	0.69869210	0.54149600	0.51129370					
ACT	AMOCO RED BLUFF FEDERAL NO. 3	NWNE	28	026S	029E	EDDY	MALLON OIL CO.	0.41669300	0.30974500	0.29497210					
SI	MALLON PECOS RIV 28 FED NO. 1	SENE	28	026S	029E	EDDY	MALLON OIL CO.	1.00000000	0.71414000	0.71414000					
ACT	SKINK FEDERAL 28 NO. 1	SWNW	27	026S	029E	EDDY	G P II ENERGY	0.00000000	0.00104110	0.00104110	0.01301440	0.00911008	0.00911008		
BURTON FLAT															
ACT	STATE 21 COMM. NO. 1	NWNE	21	020S	028E	EDDY	PETROLEUM RESERVE	0.18750000	0.16283253	0.16283253					
ACT	STATE AC. COMM. NO. 1	NWSE	21	020S	028E	EDDY	VISION ENERGY	0.00000000	0.06203125	0.06203125	0.25000000	0.21710938	0.21710938		
ACT	STATE LEASE NO. 1	SWSW	21	020S	028E	EDDY	VISION ENERGY	0.32573250	0.27864235	0.27864235	0.25000000	0.21710938	0.21710938		
ACT	STATE LEASE NO. 2	SWSE	21	020S	028E	EDDY	VISION ENERGY	0.25000000	0.21710938	0.21710938					
CARLSBAD EAST / CARLSBAD SOUTH															
ACT	CHASE 11 FEDERAL COMM. NO. 1	SENE	11	022S	027E	EDDY	DEVON SFS OPR	0.04272720	0.03710590	0.03710590					
ACT	TOOTHMAN GAS COMM. NO. 1	NWSW	25	021S	027E	EDDY	DELTA PETROLEUM	0.12500000	0.10467798	0.10467798					
ACT	BELL 3 STATE COMM. NO. 1	SENE (E/2)	3	024S	026E	EDDY	PITCO	0.05637700	0.04896003	0.04896003					
ACT	BLACK RIVER 10 FED COM. NO. 1	SWNW	10	024S	026E	EDDY	MALLON OIL CO.	0.33593750	0.27085937	0.27085937					
ACT	CALVANI COM NO. 1	NESW	9	022S	027E	EDDY	WILLOW CREEK	0.14954500	0.12987061	0.12987061					
ACT	COLLAPIT ESTATE NO. 1-3 J	NWSE	1	023S	026E	EDDY	PERMIAN RESOURCES	0.00000000	0.00000000	0.00000000	0.22704925	0.19717809	0.19717809		

EXHIBIT "A"

WELL LIST

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(Eddy County, New Mexico)

STATUS	WELL NAME	DIR	SEC	TWP	RANGE	COUNTY	OPERATOR	ACRES	DEPT	ASST	PROD	ASST	PROD	ASST	PROD	ASST	PROD	ASST
ACT	ECHOLS J J	NWSE	12	023S	026E	EDDY	MALLON OIL CO.	0.22508650	0.18146350	0.18146350								
ACT	ESPERANZA NO. 1	SESE	4	022S	027E	EDDY	MANZANO OIL CORP	0.00000000	0.13079800	0.13079800								
ACT	ESPERANZA NO. 2	NWSE	4	022S	027E	EDDY	MANZANO OIL CORP	0.00000000	0.00261595	0.00261595								
ACT	GO PO GO NO. 1	SWNE	25	022S	026E	EDDY	MARBOB ENERGY	0.00000000	0.05187599	0.05187599	0.23865800	0.20725941	0.20725941					
ACT	GULF FEDERAL COM NO. 1	NESW	1	023S	026E	EDDY	MALLON OIL CO.	0.56219380	0.48868119	0.48868119								
ACT	GULF FEDERAL COM NO. 2	NWSW	6	023S	027E	EDDY	MALLON OIL CO.	0.78152250	0.68087842	0.68087842								
ACT	HUMBLE GRACE COM NO. 1	NESE	2	023S	026E	EDDY	MARBOB ENERGY	0.00000000	0.00717760	0.00717760								
ACT	JOELL NO. 1	NENW	6	023S	027E	EDDY	CHAPARRAL OIL, LLC	0.00000000	0.02241561	0.02241561								
ACT	MALLON BELL 3 STATE COMM. NO. 2	NWSE	3	024S	026E	EDDY	MALLON OIL CO.	0.47659422	0.36412210	0.36412210	0.57659500	0.43949200	0.43949200					
ACT	MOBIL 12 FEDERAL 1	NWNE	12	023S	026E	EDDY	MALLON OIL CO.	0.58480300	0.49721180	0.49721180	0.58480300	0.50447928	0.50447928					
ACT	MOBIL FEDERAL NO. 1	SENE	25	023S	026E	EDDY	VERNON E. FAULCONER, I	0.05989580	0.05015806	0.05015806								
SI	MOBIL LL NO. 1 (DUAL)	SESW	13	023S	026E	EDDY	PRIZE OPERATING	0.35937500	0.27952671	0.27952671								
ACT	MOBIL MM COM No. 1	SENE	13	023S	026E	EDDY	PRIZE OPERATING	0.26953100	0.22571137	0.22571137								
ACT	MOBIL RR UNIT	SESW	24	023S	026E	EDDY	PRIZE OPERATING	0.12052140	0.09820656	0.09820656	0.10781200	0.08857454	0.08857454					
SI	ONEILL B COMM. NO. 1	NWSE	10	024S	026E	EDDY	MALLON OIL CO.	0.58444940	0.47306375	0.47306375								
ACT	ONEILL FEDERAL NO. 1 (REC)	NWSW	11	024S	026E	EDDY	MALLON OIL CO.	0.85937500	0.62863285	0.62863285	0.85937500	0.63040519	0.63040519					
SWD	PENNZOIL 10 FEDERAL NO. 2 (SWD)	NWSW	10	024S	026E	EDDY	MALLON OIL CO.	0.95957020										
ACT	SOUTH CARLSBAD 4 GAS COM No. 1	SWNE	27	023S	026E	EDDY	NEWFIELD EXPL	0.12500000	0.10855469	0.10855469								
ACT	STATE COM EU NO. 1	NWSE	26	023S	026E	EDDY	NEWFIELD EXPL	0.00000000	0.01550781	0.01550781	0.05000000	0.04342188	0.04342188					
DRLG	STATE COM EU NO. 2	SW	26	023S	026E	EDDY	NEWFIELD EXPL	0.05000000	0.04342188	0.04342188								
ACT	STEPHENS A COM NO. 1	SESW	7	023S	027E	EDDY	PERMIAN RESOURCES	0.11265750	0.09782890	0.09782890								
ACT	STEPHENS COM NO. 1	SENE	7	023S	027E	EDDY	PERMIAN RESOURCES	0.11207660	0.09733158	0.09733158								
ESPERANZA																		
ACT	FEDERAL AJ COMM. NO. 1	SWNE	10	022S	027E	EDDY	MATADOR OPERATING	0.17090880	0.09802311	0.09802311	0.17090880	0.10407127	0.10407127					
ACT	PENNZOIL FEDERAL NO. 2	NWNE	10	022S	027E	EDDY	MATADOR OPERATING	0.17090880	0.09802317	0.09802317	0.17090880	0.11818343	0.11818343					
ACT	TRACY NO. 1	NENW	10	022S	027E	EDDY	MATADOR OPERATING	0.17090880	0.14842341	0.14842341								
ACT	WERSELL FEDERAL NO. 1	NENW	4	022S	027E	EDDY	MATADOR OPERATING	0.17090880	0.09802327	0.09802327	0.17090880	0.10407127	0.10407127					
DRLG	ESPERANZA FEE NO. 1	CSESW	3	022S	027E	EDDY	DEVON ENERGY	0.00000000	0.00000000	0.00000000	0.03204349							
PARKWAY WEST																		
NC DPO	MAGNUM STATE "16" NO. 2	NE	16	019S	029E	EDDY	MAGNUM HUNTER/GRUY	0.00000000	0.00000000	0.00000000	0.07812500	0.06615040	0.06615040					
P&A	PARKWAY WEST UNIT NO. 01	NENW	28	019S	029E	EDDY	OCEAN ENERGY	0.00000000	0.00000000	0.00000000	0.01562500	0.01356934	0.01356934					
ACT	PARKWAY WEST UNIT NO. 02	SWNE	29	019S	029E	EDDY	OCEAN ENERGY	0.01562500	0.01356934	0.01356934								
DUAL	PARKWAY WEST UNIT NO. 03	NESW	29	019S	029E	EDDY	OCEAN ENERGY	0.00000000	0.00000000	0.00000000	0.01562500	0.01356934	0.01356934					
ACT	PARKWAY WEST UNIT NO. 05	SESW	20	019S	029E	EDDY	OCEAN ENERGY	0.01788081	0.01551907	0.01551907	0.01562500	0.01356934	0.01356934					
ACT	PARKWAY WEST UNIT NO. 06	SWSE	21	019S	029E	EDDY	OCEAN ENERGY	0.01578274	0.01369537	0.01369537	0.01562500	0.01356934	0.01356934					
ACT	PARKWAY WEST UNIT NO. 07	NENW	22	019S	029E	EDDY	OCEAN ENERGY	0.01562500	0.01356934	0.01356934								
ACT	PARKWAY WEST UNIT NO. 08	NESW	22	019S	029E	EDDY	OCEAN ENERGY	0.00000000	0.00000000	0.00000000	0.01562500	0.01356934	0.01356934					
SI	PARKWAY WEST UNIT NO. 09	SWNE	21	019S	029E	EDDY	OCEAN ENERGY	0.00000000	0.00000000	0.00000000	0.01562500	0.01356934	0.01356934					
SI	PARKWAY WEST UNIT NO. 10	SWNE	27	019S	029E	EDDY	OCEAN ENERGY	0.00000000	0.00000000	0.00000000	0.01562500	0.01356934	0.01356934					
ACT	PARKWAY WEST UNIT NO. 11	E/2	20	019S	029E	EDDY	OCEAN ENERGY	0.01562500	0.01356934	0.01356934								
DRLG	PARKWAY WEST UNIT NO. 12	N/2	21	019S	029E	EDDY	OCEAN ENERGY	0.02247653	0.01951947	0.01951947	0.01562500	0.01356934	0.01356934					
LOC	PARKWAY WEST UNIT NO. 13	NE/4	20	019S	029E	EDDY	OCEAN ENERGY	0.01562500	0.01356934	0.01356934								
ACT	PARKWAY WEST UNIT NO. 28-2	SWNW	28	019S	029E	EDDY	OCEAN ENERGY	0.02076719	0.01798953	0.01798953	0.01562500	0.01356934	0.01356934					
ACT	PARKWAY WEST UNIT NO. 28-3	SWSW	28	019S	029E	EDDY	OCEAN ENERGY	0.01562500	0.01356934	0.01356934								
ACT	PARKWAY WEST UNIT NO. 28-4	NENW	28	019S	029E	EDDY	OCEAN ENERGY	0.01562500	0.01356934	0.01356934								
ACT	STATE 16 A COM NO. 1	SWSE (S/2)	16	019S	029E	EDDY	GRUY PETROLEUM	0.00000000	0.03876953	0.03876953								
SI	STATE 16 COM NO. 1	SENE (N/2)	16	019S	029E	EDDY	GRUY PETROLEUM	0.15625000	0.13569331	0.13569331								

