Jodie Yates, dealing with her sole and separate property and successor in interest to May H. Kouns, also known as May Hasselman Kouns, hereinafter called "Seller", for and in consideration of the sum of One Hundred Dollars (\$100.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, sell and convey unto <u>Synergy Operating</u>, <u>LLC</u>, hereinafter called "Buyer", <u>all of Seller's right title and interest</u> in and to the Claude Smith #1 well and the associated minerals in the southwest quarter of section 8, Township 29 North, Range 11 West, San Juan County, New Mexico, restricted to those formations from the surface of the earth down to one hundred feet below the stratagraphic equivalent of the Pictured Cliffs formation, underlying the above described lands, together with all of Seller's rights incident thereto, effective October 1, 2004.

Seller warrants that Seller is the lawful owner of and has good title to the interest herein assigned. Seller guarantee Buyer that Seller has not borrowed money using the Claude Smith #1 well as collateral and that this well and the described minerals are free and clear of all liens, mortgages and any other burdens.

Buyer agrees to assume the plugging and restoration liabilities of the Claude Smith #1 well at the point in time this well is abandoned

Seller hereby agrees to execute any additional paperwork that may be required, in the future, to effectuate the transfer of the interests covered by this Assignment. The terms and provisions of this Assignment shall be considered to be covenants running with the land and shall bind and inure to the benefit of the Seller and Buyer, their respective heirs, successors, representatives or assigns.

THE TERMS AND PROVISIONS of this Assignment are considered to be covenants running with the land and shall bind and inure to the benefit of the Seller and Buyer,

OIL CONSERVATION COM their respective heirs, successors, representatives or assigns. **EXECUTED** this CASE NUMBER Sywagy EXHIBIT NUMBER 1 SELLER: Dealing with her sole and separate property. STATE OF ! COUNTY OF Nout no SO The foregoing instrument was acknowledged before me this 4 day of \_\_\_\_, 2004, by Jodie Yates, who executed the foregoing instrument as a free and voluntary act and deed for the uses and purposes therein set forth. My commission expires: 3 - 9 - 2006Notary Public Page 1 of 1 SIGN & RETURN

THIS COPY

ORIGINAL

Robert E. Kouns, dealing with his sole and separate property and successor in interest to May H. Kouns, also known as May Hasselman Kouns, hereinafter called "Seller", for and in consideration of the sum of One Hundred Dollars (\$100.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, sell and convey unto <a href="Synergy Operating, LLC">Synergy Operating, LLC</a>, hereinafter called "Buyer", all of Seller's right title and interest in and to the Claude Smith #1 well and the associated minerals in the southwest quarter of section 8, Township 29 North, Range 11 West, San Juan County, New Mexico, restricted to those formations from the surface of the earth down to one hundred feet below the stratagraphic equivalent of the Pictured Cliffs formation, underlying the above described lands, together with all of Seller's rights incident thereto, effective October 1, 2004.

Seller warrants that Seller is the lawful owner of and has good title to the interest herein assigned. Seller guarantee Buyer that Seller has not borrowed money using the Claude Smith #1 well as collateral and that this well and the described minerals are free and clear of all liens, mortgages and any other burdens.

Buyer agrees to assume the plugging and restoration liabilities of the Claude Smith #1 well at the point in time this well is abandoned

Seller hereby agrees to execute any additional paperwork that may be required, in the future, to effectuate the transfer of the interests covered by this Assignment. The terms and provisions of this Assignment shall be considered to be covenants running with the land and shall bind and inure to the benefit of the Seller and Buyer, their respective heirs, successors, representatives or assigns.

THE TERMS AND PROVISIONS of this Assignment are considered to be covenants running with the land and shall bind and inure to the benefit of the Seller and Buyer, their respective heirs, successors, representatives or assigns.

EXECUTED this 29th day of	2BER . 2004	•	
SELLEP TANKS			
Robert E. Kouns	•		
Dealing with his sole and separate	property.		
STATE OF Colorado	· · · · · · · · · · · · · · · · · · ·		
COUNTY OF Jakimen		or th	
The foregoing instrument was acknown. 2004, by Robe	ert/E. Kouns, wh	o executed the foregoing	
instrument as a free and voluntary act and	deed for the use:	and purposes the land	
forth.	$\langle V \rangle$	Edward Coll	
My commission expires: 5/19/8005	Thepre	TO THE PERSON OF	8
Page 1 of 1	Notary Public	DAVIS S	
		OF COLUMN	F
ORIGINAL	SIGN &	My Commission Emiles	9

THIS COPY

Charla Vamer, dealing with her sole and separate property and successor in interest to May H. Kouns, also known as May Hasselman Kouns, hereinafter called "Seller", for and in consideration of the sum of One Hundred Dollars (\$100.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, sell and convey unto <a href="Synergy Operating. LLC">Synergy Operating. LLC</a>, hereinafter called "Buyer", all of Seller's right title and interest in and to the Claude Smith #1 well and the associated minerals in the southwest quarter of section 8, Township 29 North, Range 11 West, San Juan County, New Mexico, restricted to those formations from the surface of the earth down to one hundred feet below the stratagraphic equivalent of the Pictured Cliffs formation, underlying the above described lands, together with all of Seller's rights incident thereto, effective October 1, 2004.

Seller warrants that Seller is the lawful owner of and has good title to the interest herein assigned. Seller guarantee Buyer that Seller has not borrowed money using the Claude Smith #1 well as collateral and that this well and the described minerals are free and clear of all liens, mortgages and any other burdens.

Buyer agrees to assume the plugging and restoration liabilities of the Claude Smith #1 well at the point in time this well is abandoned

Seller hereby agrees to execute any additional paperwork that may be required, in the future, to effectuate the transfer of the interests covered by this Assignment. The terms and provisions of this Assignment shall be considered to be covenants running with the land and shall bind and inure to the benefit of the Seller and Buyer, their respective heirs, successors, representatives or assigns.

THE TERMS AND PROVISIONS of this Assignment are considered to be covenants running with the land and shall bind and inure to the benefit of the Seller and Buyer, their respective heirs, successors, representatives or assigns.

EXECUTED this 1st day of Movember 2004.
SELLER: Charles Vanuer
Charla Varner,
Dealing with her sole and separate property.
STATE OF <u>Colorab</u>
COUNTY OF Larimen
The foregoing instrument was acknowledged before me this
instrument as a free and voluntary act and deed for the uses and purposes therein set forth.
My commission expires: 9/22/08 / Christon Samual Asmus Notary Public Not
Page 1 of 1
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ORIGINAL SIGN & REURN WAR

THIS COPY

Margaret K. Dunn, successor in interest to Julia H. Keller, hereinafter called "Seller", for and in consideration of the sum of One Hundred Dollars (\$100.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, sell and convey unto <a href="Synergy Operating.LLC">Synergy Operating.LLC</a>, hereinafter called "Buyer", all of Seller's right title and interest in and to the Claude Smith #1 well and the associated minerals in the southwest quarter of section 8, Township 29 North, Range 11 West, San Juan County, New Mexico, restricted to those formations from the surface of the earth down to one hundred feet below the stratagraphic equivalent of the Pictured Cliffs formation, underlying the above described lands, together with all of Seller's rights incident thereto, effective October 1, 2004.

Seller warrants that Seller is the lawful owner of and has good title to the interest herein assigned. Seller guarantee Buyer that Seller has not borrowed money using the Claude Smith #1 well as collateral and that this well and the described minerals are free and clear of all liens, mortgages and any other burdens.

Buyer agrees to assume the plugging and restoration liabilities of the Claude Smith #1 well at the point in time this well is abandoned

Seller hereby agrees to execute any additional paperwork that may be required, in the future, to effectuate the transfer of the interests covered by this Assignment. The terms and provisions of this Assignment shall be considered to be covenants running with the land and shall bind and inure to the benefit of the Seller and Buyer, their respective heirs, successors, representatives or assigns.

THE TERMS AND PROVISIONS of this Assignment are considered to be covenants running with the land and shall bind and inure to the benefit of the Seller and Buyer, their respective heirs, successors, representatives or assigns.

SELLER:

Margaret K. Durin
Dealing with her sole and separate property.

STATE OF Charle

The foregoing instrument was acknowledged before me this 2nd day of Instrument as a free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires: 10-11-06

Page 1 of 1

SELLER:

200420375 11/16/2004 03:06P
10f1 B1399 P272 R 9.00 D 0.00
San Juan County, Hit Clerk FRON HOMARDT

STATE OF Charles

STATE OF Charles

STATE OF Charles

STATE OF Charles

Notary Public

Notary Public

Notary Public

SIGN & RETURN

Kimberly Brautigam; dealing with her sole and separate property and successor in interest to May H. Kouns, also known as May Hasselman Kouns, hereinafter called "Seller", for and in consideration of the sum of One Hundred Dollars (\$100.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, sell and convey unto Synergy Operating. LLC, hereinafter called "Buyer", all of Seller's right title and Interest in and to the Claude Smith #1 well and the associated minerals in the southwest quarter of section 8, Township 29 North, Range 11 West, San Juan County, New Mexico, restricted to those formations from the surface of the earth down to one hundred feet below the stratagraphic equivalent of the Pictured Cliffs formation, underlying the above described lands, together with all of Seller's rights-incident thereto, effective 10/1/2004.

Seller warrants that Seller is the lawful owner of and has good title to the interest herein assigned. Seller guarantee Buyer that Seller has not borrowed money using the Claude Smith #1 well as collateral and that this well and the described minerals are free and clear of all liens, mortgages and any other burdens.

Buyer agrees to assume the plugging and restoration liabilities of the Claude Smith #1 well at the point in time this well is abandoned

Seller hereby agrees to execute any additional paperwork that may be required, in the future, to effectuate the transfer of the interests covered by this Assignment. The terms and provisions of this Assignment shall be considered to be covenants running with the land and shall bind and inure to the benefit of the Seller and Buyer, their respective heirs, successors, representatives or assigns.

THE TERMS AND PROVISIONS of this Assignment are considered to be covenants running with the land and shall bind and inure to the benefit of the Seller and Buyer, their respective heirs, successors, representatives or assigns.

their respective heirs, successors, representatives or assigns.
EXECUTED this as day of OCTOBER, 2004.
SELLER: Dealing with her sole and separate property.
STATE OF WA
The foregoing instrument was acknowledged before me this
forth.
My commission expires: 02/20/2006 Talson Trusfort Notary Public
Page 1 of 1
ORIGINAL SIGN & RETURNO Weathington Weathington ORIGINAL TILLIS WAS A PROPRIET Feb 20, 2008

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ORIGINAL

MALIE

## ASSIGNMENT OF ALL RIGHT, TITLE AND INTEREST SURFACE TO BASE OF PICTURED CLIFFS

Annemarie Keller, successor in interest to Julia H. Keller, hereinafter called "Seller", for and in consideration of the sum of One Hundred Dollars (\$100.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, sell and convey unto <a href="Synergy Operating. LLC">Synergy Operating. LLC</a>, hereinafter called "Buyer", all of Seller's right title and interest in and to the Claude Smith #1 well and the associated minerals in the southwest quarter of section 8, Township 29 North, Range 11 West, San Juan County, New Mexico, restricted to those formations from the surface of the earth down to one hundred feet below the stratagraphic equivalent of the Pictured Cliffs formation, underlying the above described lands, together with all of Seller's rights incident thereto, effective October 1, 2004.

Seller warrants that Seller is the lawful owner of and has good title to the interest herein assigned. Seller guarantee Buyer that Seller has not borrowed money using the Claude Smith #1 well as collateral and that this well and the described minerals are free and clear of all liens, mortgages and any other burdens.

Buyer agrees to assume the plugging and restoration liabilities of the Claude Smith #1 well at the point in time this well is abandoned

Seller hereby agrees to execute any additional paperwork that may be required, in the future, to effectuate the transfer of the interests covered by this Assignment. The terms and provisions of this Assignment shall be considered to be covenants running with the land and shall bind and inure to the benefit of the Seller and Buyer, their respective heirs, successors, representatives or assigns.

THE TERMS AND PROVISIONS of this Assignment are considered to be covenants running with the land and shall bind and inure to the benefit of the Seller and Buyer, their respective heirs, successors, representatives or assigns.

6 4

EXECUTED this <u>ay -</u> day of <u>O-Make</u>	2004.
SELLER	(COUNTY) <sup>2</sup>
Chrisemarie Keller	NEW WENT
Annemarie Keller	e ven miles de seule beleige deux electre in seule deux
Dealing with her sole and separate property.	
STATE OF Colorado	200420372 11/16/2004 03:06P 1of1 B1399 P269 R 9.00 D 0.00 San Juan County, NM Clerk FRAN HANHARDT
COUNTY OF Suable	,
The foregoing instrument was acknow	ledged before me this <u>39</u> day of narie Keller, who executed the foregoing
instrument as a free and voluntary act and d	
forth.  My commission expires: 1, 2005	Christan minority
my with most of capitos. The capitos	Notary Public

SIGN & RETURN

THIS COPY