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 <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, DIL CONSERVATION DATES TO their respective heirs, successors, representatives or assigns. **EXECUTED** this CASE NUMBER 13663 Sywym EXHIBIT NUMBER SELLER: Dealing with her sole and separate property. STATE OF COUNTY OF Nontrose The foregoing instrument was acknowledged before me this # 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 My commission expires: 3 - 9 - 2006 Notary Public Page 1 of 1

THIS COPY

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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 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 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	BER. , 2004.
SELLEP Like Some	
Robert E. Kouns	
Dealing with his sole and separate	property.
STATE OF Calarado	
COUNTY OF Jakimer	
The foregoing instrument was acknow	ledged before me this <u>\$9                                    </u>
instrument as a free and voluntary act and d	and for the week and numbers the long line
forth.	ded for the uses and pulposesses and pulposess
1 1	
My commission expires: 5/19/8005	(Illna) See
	Notary Public BANG
Page 1 of 1	DAVIS /
_	
	OF COL
ORIGINAL	SIGN BALCOMMISSION FINITES 5/19/05
UNIGHNAL	My Commission Expires 5/19/05
	THE STATE OF THE S

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 day of	<u>ulbel_2004.</u>
SELLER: Charles Vasuur Charla Varner,	
Dealing with her sole and separate	e property.
STATE OF <u>Colorado</u>	
COUNTY OF Laremen \$	1 <i>SF</i> -
The foregoing instrument was acknown 2004, by Cha	wledged before me thisday of arla Varner, who executed the foregoing
instrument as a free and voluntary act and forth.	deed for the uses and purposes therein set
My commission expires: 9/22/08	Ciri Chamusen Frask Notary Public
Page 1 of 1	Nov Commit.
ORIGINAL	SIGN & REURN TO BE

THIS COPY

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

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">Synergy Operating</a>. 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 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.

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 <u>Synergy Operating</u>. <u>LLC</u>, hereinafter called "Buyer", all of <u>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 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.

aron rosposite riens, successors, representatives or assigns.
EXECUTED this as day of OCTOBER, 2004.
SELLER: Manual County Stimberly Brautigam Dealing with her sole and separate property.  COUNTY
STATE OF WA
The foregoing instrument was acknowledged before me this
My commission expires: 02/20/2006 Tillson Ausfur
Page 1 of 1  Notary Public  Notary Public
ORIGINAL SIGN & RETURNATION WESHINGTON ON YEAGER THIS EXPRESIMENT EXPIRES Feb 20, 2008

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.

EXECUTED this 29th day of Oxfol	2004. COLLINATION	
SELLER	(COUNTY)	
Chrisemarie Keller	NEW MER	
Annemarie Keller	( SEEM PROJECT HEI CHEIDT JOHN GIBEL IN STREET HEI IS	
Dealing with her sole and separate property.		
	200420372 11/16/2004 03:06P	
STATE OF Colorado	1of1 B1399 P269 R 9.00 D 0.00	
COUNTY OF Bushlo	San Juan County, NM Clerk FRAN HANHARDT	
The foregoing instrument was acknowledged before me this 29 day of		
October 2004 by Annam	parie Keller, who executed the foregoing	
instrument as a free and voluntary act and de		
forth.	sed for the uses and purposes therein set	
IOIUI.	" amminum	
My commission expires: 1, 2005	Copre Hansen with APRIL A	
1	Notary Public	

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SIGN & RETURN
THIS COPY