

Laughlin 'B'

ASSIGNMENT
AND
BILL OF SALE

SUN OPERATING LIMITED PARTNERSHIP, P. O. Box 2880, Dallas, Texas 75221-2880, hereinafter referred to as "Assignor," for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, does hereby assign and convey, unto DOYLE HARTMAN and JAMES A. DAVIDSON, hereinafter collectively referred to as "Assignee," in the undivided proportion of Seventy-five percent (75%) to Doyle Hartman and Twenty-five percent (25%) to James A. Davidson, all of Assignor's right, title and interest in and to the Oil and Gas Leases, Rights-of-Way and Surface Leases described in Exhibit "A" attached hereto and made a part hereof INsofar ONLY as said Leases and Rights-of-Way cover the lands and depths specifically described in said Exhibit "A," and subject to the provisions of said Leases and Rights-of-Way and to any and all existing royalties, excess royalties, overriding royalty interests, or other payments out of production with which said Leases may be burdened. Assignors bind themselves and their successors and assigns to warrant and defend title against every person claiming an interest therein by, through or under Assignors, but not otherwise.

Assignor, for the same consideration recited above, does hereby assign, and convey, AS IS, WHERE IS AND WITHOUT WARRANTY OF MERCHANTABILITY, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE, EITHER EXPRESS OR IMPLIED, unto Assignee, all of Assignor's right, title and interest in and to all of the wells and personal property associated therewith, located on said lands as specifically described on said Exhibit "A."

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever.

Notwithstanding anything herein to the contrary, this Assignment and Bill of Sale is made subject to all of the terms and conditions of that certain letter agreement between the parties dated February 20, 1990, as amended by letter agreement dated March 5, 1990, and made a part hereof by reference. The terms and conditions of this Assignment and Bill of Sale shall be binding upon the heirs, successors and assigns of Assignor and Assignee.

This Assignment and Bill of Sale shall be effective as of December 1, 1989, at 7:00 a.m.

SUN OPERATING LIMITED PARTNERSHIP, BY
ORYX ENERGY COMPANY (FORMERLY SUN
EXPLORATION AND PRODUCTION COMPANY),
ITS MANAGING GENERAL PARTNER

Approved:
Terms _____
Legal _____
Desc _____

By: Joyce T. Hagar
Joyce T. Hagar
Title: Attorney-in-Fact

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 28 day of MARCH, 1990, by Joyce T. Hagar, Attorney-in-Fact of Oryx Energy Company, Managing General Partner of SUN OPERATING LIMITED PARTNERSHIP, on behalf of said partnership.

Robert H. Goodwin
Notary Public

My Commission Expires: _____

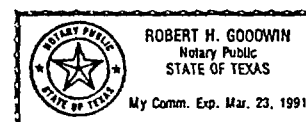


EXHIBIT "A"

Attached to and Made Part of
Assignment and Bill of Sale

LEA COUNTY, NEW MEXICO

LEASE AGREEMENTS (OIL AND GAS OR SURFACE)

PN 520865 - GRAHAM STATE -C- 3040 #8
PN 520867 - GRAHAM STATE #9

ORYX LEASE NO.: 024665-000
LESSOR: State of New Mexico B-2287-3
LESSEE: Sun Oil Company
LEASE DATE: 12/11/33
RECORDING DATA: BOOK --- PAGE ---
DESCRIPTION: Insofar and only insofar as lease covers the E/2 NE/4 of
Section 25-T19S-R36E, Limited to depths from the surface
to the stratigraphic equivalent of 3680' as found in the
Chevron-Graham State "C" #8 Well located in Unit Letter
"J" of Section 25-T19S-R36E as to the Eumont Gas Pool
Interval.

CONTRACTS:

Operating Agreement dated December 12, 1955, between Gulf Oil
Corporation, Operator, and Sun Oil Company, Non-Operator. (C-3040)

Operating Agreement dated December 23, 1980, between Gulf Oil
Corporation, Operator, and Sun Oil Company (Delaware), Non-Operator.
(C-3040-B)

Gas Contract No. 10478 dated December 12, 1973; Purchaser as of the
effective date of this instrument: Northern Natural Gas.

PN 595385 - LAUGHLIN "B"

ORYX LEASE NO.: 016243-000
LESSOR: Martha E. Laughlin et al
LESSEE: W. M. Coll
LEASE DATE: 07/12/28
RECORDING DATA: BOOK 15 PAGE 505
DESCRIPTION: Insofar and only insofar as lease covers the NE/4 SE/4
Section 5-T20S-R37E from the surface to the base of the
Eumont Gas Pool Interval.

CONTRACTS:

Operating Agreement dated May 5, 1954, as amended, between Cities
Service Oil Company as Operator and Sun Oil Company as Non-Operator.
(Misc-2643)

Declaration for Unitized Operations dated July 29, 1959 for the M. E.
Laughlin Unit (Misc-2643-A)

Gas Contract No. 10478 dated December 12, 1973; Purchaser as of the
effective date of this instrument: Northern Natural Gas.

EXHIBIT "A"

Attached to and Made Part of
Assignment and Bill of Sale

LEA COUNTY, NEW MEXICO

LEASE AGREEMENTS (OIL AND GAS OR SURFACE)

PN 873447 AND PN 608888 - REEVES, A. B.

ORYX LEASE NO.: 935865-000
LESSOR: Reeves, Amos B., et ux
LESSEE: Vosburg, F. E.
LEASE DATE: 07/27/27
RECORDING DATA: BOOK 8 PAGE 110
DESCRIPTION: Insofar and only insofar as lease covers the N/2 N/2 of
Section 29-T20S-R37E, Lea County, New Mexico, LIMITED TO
DEPTHS from the surface down to the base of the Eumont
Gas Pool Interval.

ORYX LEASE NO.: T30033-MDO
LESSOR: Olsen, R., et ux
LESSEE: Anderson-Prichard Oil Corporation
LEASE DATE: 11/19/35
RECORDING DATA: BOOK 47 PAGE 146
DESCRIPTION: Insofar and only insofar as the mineral deed covers the
N/2 N/2 of Section 29-T20S-R37E, Lea County, New Mexico,
LIMITED TO DEPTHS from the surface down to the base of
the Eumont Gas Pool Interval.

CONTRACT:

Gas Contract No. 53544 dated March 2, 1990; Purchaser as of the
effective date of this instrument: Phillips Petroleum Co.

PN 884652 - TEXACO - STATE A

ORYX LEASE NO.: 904974
LESSOR: State of New Mexico A-1350
LESSEE: Devonian Oil Company
LEASE DATE: 11/26/28
RECORDING DATA: BOOK 17 PAGE 86
DESCRIPTION: Insofar and only insofar as the lease covers the NE/4
Section 8, 21S-36E from surface to the base of the Eumont
Gas Pool Interval.

CONTRACTS:

Development and Operating Agreement styled "Agreement" dated May 9, 1930
by and between Devonian Oil Company and Tidal Oil Company, et al.
(Lease 904974)

Gas Sales Agreement dated April 1, 1977 from El Paso Natural Gas Company
as Purchaser. (C-10726)

Gas Sales Agreement dated June 24, 1983 from Phillips Petroleum Company
as Purchaser for the sale of casinghead gas. (C-10406)

Laughlin "B"

60349

ASSIGNMENT OF OIL AND GAS LEASE
AND
BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that OXY USA Inc., a Delaware corporation, whose address is P. O. Box 300, Tulsa, Oklahoma 74102, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations paid, receipt of which is hereby acknowledged, does hereby, subject to the exceptions and reservations hereinafter contained, grant, convey, sell, assign, transfer and deliver unto, DOYLE HARTMAN, OIL OPERATOR, whose address is 500 North Main, P.O. Box 10426, Midland, Texas 79702, hereinafter referred to as "Assignee", the following:

(a) All of Assignor's right, title and interest in the Oil and Gas Lease covering and embracing the lands described in Exhibit "A", which is attached hereto and incorporated by reference.

(b) All of Assignor's right, title and interest in and under, or derived from, all presently existing contracts, agreements and instruments to the extent they relate to Assignor's interests assigned hereunder, including, but not limited to agreements for the sale of gas, as described in Exhibit "A", and the extent it is applicable that certain "Articles of Agreement" relating to the construction and operation of the Eunice-Monument-Eumont Pool Salt Water Disposal System, (but excluding that certain Agreement For The Purchase and Sale of Domestic Crude Oil executed the 31st day of August, 1983, by and between Occidental Petroleum Corporation, et al. and Citgo Petroleum Corporation, et al.), and any other agreements and instruments as may be of record.

(c) All of Assignor's right, title and interest in and to all real and personal property, fixtures, appurtenances, easements, licenses, approvals, or authorization and permits to the extent they relate to Assignor's interests assigned herein or the leasehold interests sold to Assignee, including all wells, associated equipment, surface rights, and lease and unit owned facilities, insofar only as such wells, equipment, etc., pertain to that interval from the surface to the base of the Eumont Pool assigned herein.

(d) All of Assignor's right, title, and interest in and to the oil and gas of any kind and nature, other hydrocarbons and other minerals in, on and produced from the leases and lands assigned herein from and after the Effective Date hereof.

This Assignment of Oil and Gas Lease and Bill of Sale is subject to all contracts, burdens, reservations, exceptions or obligations described in Exhibit "A", of record in the County or State records, or of which Assignee shall have actual or constructive notice as of the date of execution hereof.

Assignee hereby assumes and agrees to pay, perform and discharge the duties and obligations prescribed in the lease and all existing contracts covered hereby to the extent of the rights acquired hereunder by Assignee, and Assignee shall defend, indemnify and hold Assignor and its officers, directors, agents, employees and invitees harmless from all liability for damages (including attorney's fees) to the person (including death) and/or property of all persons arising from the performance or non-performance of Assignee's operations on the lease and lands covered hereby.

Assignee agrees to comply with all laws and with all rules, regulations and orders of all municipal, state and federal agencies and regulatory bodies in the conduct of all operations by Assignee in and on the lands covered hereby, including, but not by way of limitation, the proper plugging of any well(s) on the said lands, and the transfer or assumption of applicable permits, bonds and licenses.

APR 4 1990

ASSIGNMENT OF OIL AND GAS LEASES
PAGE NO. 2

Assignor specifically excepts and reserves herefrom all rights granted by the said lease which are not herein specifically assigned, together with the right to drill wells for and produce and market any and all minerals appearing in the said lands as to the said excepted and reserved rights, together with the use of such part of all lands covered by the lease as may be necessary for operations by Assignor which may be conducted in and on the said lands retained by Assignor under the said lease.

Assignor shall reserve to itself, its affiliates, and its successors and assigns the continuing option or options, at all times and from time to time if it so elects, upon either oral or written notice to the Assignee, its successors or assigns, to purchase or market currently as produced all or any part of the crude oil and field-separated liquids, or either of them, herein called "oil", produced and saved from, but not used for, operations on that property. The price to be paid shall be the price posted for like grade and gravity in the field where such property is located or the price then being received for the oil from such property, whichever is the higher.

As to any gas purchase agreement to which this Assignment of Oil and Gas Lease and Bill of Sale may be subject, Assignee waives and forgoes any rights it may have pursuant to Federal Energy Regulatory Commission Order Nos. 451, 451-A, and 451-B to either request the gas purchaser to nominate a price for old gas or in any other respect invoke the good faith negotiation procedures provided for under those Orders and implementing regulations. Assignor reserves the right, in its sole discretion, to subject any eligible contract to the good faith negotiation process, without recourse or liability to Assignee. It is further understood and agreed that nothing herein is intended to, nor shall be construed to, give the Assignee any authority or agency to exercise or implement any rights which Assignor may have pursuant to Federal Energy Regulatory Commission Order Nos. 451, 451-A, and 451-B.

It is recognized that the gas produced and sold from the lease assigned hereunder is dedicated under the gas sales contract described in Exhibit "A". Assignee acknowledges that under current regulations of the Federal Energy Regulatory Commission, volumes of gas produced from the assigned property may be treated by the gas purchaser or some other party as volumes taken in fulfillment of certain contractual obligations with Assignor. Assignee agrees that in no event shall it enter into any agreement with the gas purchaser under that contract or take any unilateral action which would in any way enable or allow the gas purchaser, its successors, assigns or any other third party, the option, by virtue of existing regulations or legislation having the same effect, to credit volumes of natural gas produced from the property herein assigned against any type of take-or-pay, take-and-pay, ratable take, minimum take or any take provision of any sort existing in any contract between Assignor and the gas purchaser without the express consent of the Assignor.

Assignee has pursued this transaction solely on the basis of his independent knowledge of the properties involved. Assignor has made no representations of any kind concerning the subject properties, or if such representations were made, they are merged into this instrument and extinguished, such that Assignee shall have no power to rely upon any such representations.

Assignor reserves the right to have access, and at Assignor's expense, the right to copy, excerpt from or reproduce any records to the extent necessary for:

- a. Federal, Local or State Regulatory or tax matters affecting Assignor,

ASSIGNMENT OF OIL AND GAS LEASES
PAGE NO. 3

- b. the resolution of any existing disputes or contract compliance issues affecting Assignor and related to the properties, or
- c. other matters or disputes relating to Assignor's prior ownership of or liability with respect to the said lease and lands.

The reservations herein made and the provisions and covenants contained herein shall attach to and run with the lease assigned and the lands herein described or referred to and shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, administrators, executors, devisees, trustees, successors and assigns.

This Assignment of Oil and Gas Lease and Bill of Sale shall be effective for all purposes as of the 1st day of March, 1990, at 7:00 A.M.

TO HAVE AND TO HOLD the same unto the said Assignee, its successors and assigns according to the terms and conditions of the Oil and Gas Lease, the said Assignee to perform all of the conditions, obligations and covenants thereof and the terms hereof.

This Assignment of Oil and Gas Lease and Bill of Sale is made without warranty of title, either express or implied; and, as same pertains to all wells, materials and equipment covered hereby, the same are purchased by Assignee "AS IS" and this Assignment is made WITHOUT WARRANTY, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

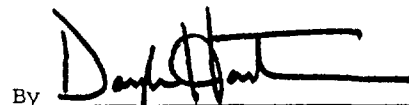
IN WITNESS WHEREOF, the said OXY USA Inc., as Assignor, has caused its name to be affixed as of this 15th day of March, 1990, but this Assignment shall be effective as of the effective date herein stated.

OXY USA Inc.

By 

P.N. McGee
Attorney-in-Fact

Doyle Hartman, Oil Operator

By 

Doyle Hartman

ASSIGNMENT OF OIL AND GAS LEASES
PAGE NO. 4

ACKNOWLEDGMENT

STATE OF TEXAS)
) SS
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 15
day of March, 1990, by P. N. McGee, as Attorney-in-Fact, on behalf
of OXY USA Inc., a Delaware corporation.

My commission expires:

March 9, 1992

Darlene Fairly
Darlene Fairly, Notary Public
in and for Midland County,
Texas.

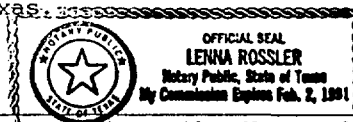


STATE OF TEXAS)
) SS
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 16th
day of March, 1990, by Doyle Hartman.

My commission expires:

Lenna Rossler
_____, Notary Public
in and for Midland County,
Texas.



Type and print the Name of the
Notary Public

EXHIBIT "A" - Attached to and made a part of that certain ASSIGNMENT OF OIL AND GAS LEASE AND BILL OF SALE between OXY USA Inc., as Assignor, and DOYLE HARTMAN, OIL OPERATOR, as Assignee, effective March 1, 1990.

SCHEDULE OF LEASE
7-3039150
LEA COUNTY, NEW MEXICO

Lease Number: 6-3009917/3009917
Date: August 20, 1927
Lessor: David L. Laughlin, et ux, Martha E. Laughlin
Lessee: M. W. Coll
Recording Data: Book 8, Page 174, Lea County, New Mexico

Description: The Northwest Quarter of the Southeast Quarter (NW/4SE/4) of Section 5, from the surface down to and including, but not below, the base of the Eumont Pool, not to exceed Three Thousand Four Hundred Eighty Six Feet (3,486'), sub-surface as measured in the Cities Laughlin # 1 well; the South Half of the Southeast Quarter (S/2 SE/4) of Section 5, from the surface down to and including, but not below the base of Eumont Pool, not to exceed the base of the Queen formation; and the Northeast Quarter of the Northeast Quarter (NE/4NE/4) of Section 8, from the surface down to and including, but not below the base of the Eumont Pool, all in Township 20 South, Range 37 East, N.M.P.M., Lea County, New Mexico.

The above described lease is subject to the following:

1. An Operating Agreement between Cities Service Oil Company and Sun Oil Company, dated May 5, 1954, covering the gas rights from the surface to the base of the Queen formation, however, in no event below 3,500', under the Southeast Quarter (SE4/4) of Section 5, T20S, R37E, Lea County, New Mexico.
2. A Gas Purchase Agreement, dated March 11, 1952 with Permian Basin Pipeline Company (Now Northern Natural Gas Company), as amended August 1, 1956, covering the S/2SE/4 and NW/4SE/4 of Section 5, T20S, R37E, Lea County, New Mexico and as further amended, August 9, 1956, to include the NE/4NE/4 of Section 8, T20S, R37E, Lea County, New Mexico.
3. That certain Assignment of Oil and Gas Lease and Bill of Sale, dated July 8, 1968, effective June 1, 1968, between Cities Service Oil Company, Grantor and John H. Hendrix, Grantee, whereby Cities Service sold its interest in the Laughlin "A" No. 2, No. 3, and No. 4 wells.
4. That certain Partial Assignment dated December 3, 1968, effective June 1, 1968, at 7:00 a.m., Cities Service Oil Company, Grantor, John H. Hendrix, Grantee, whereby Cities Service sold its interest in the Eunice-Monument-Eumont Pool Salt Water Disposal system as it pertained to the Laughlin "A" No. 2, No. 3, and No. 4 wells.
5. That certain instrument dated June 10, 1958, entitled "Articles of Agreement" for the construction and operation of the Eunice-Monument-Eumont Pool Salt Water Disposal System.

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

MAR 26 1990

at 11:36 o'clock A.M.
and recorded in Book 448
Page 607
Shirley Hooper, Lea County Clerk
By *Burt Hendrix* Deputy

60349

ASSIGNMENT AND BILL OF SALE

Property Name: Britt B-8

STATE OF NEW MEXICO

COUNTY OF LEA

KNOW ALL MEN BY THESE PRESENTS:

That CONOCO INC., AMOCO PRODUCTION COMPANY, ATLANTIC RICHFIELD COMPANY, and CHEVRON U.S.A. INC. (collectively, "Assignor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, for the mutual covenants herein contained, and subject to the reservations, conditions and covenants hereinafter provided, does hereby GRANT, BARGAIN, SELL, CONVEY, and ASSIGN, without warranty of title, either express or implied, unto DOYLE HARTMAN, ("Assignee"), whose address is P.O. Box 10426, Midland, Texas 79702, his heirs, successors and assigns, all of the Assignor's right, title and interest in and to the oil, gas and mineral leases described in Exhibit A, attached hereto and made a part hereof, LIMITED TO the depths specified on Exhibit A, and the leasehold estates created thereby, together with all rights and privileges appurtenant thereto, and all contracts, agreements, permits, franchises, licenses, easements, servitudes, and rights-of-way pertaining to the assigned interest or the production and marketing of hydrocarbons therefrom.

Assignor also does hereby grant, bargain, sell, transfer, assign, convey and deliver unto Assignee, Assignee's heirs, successors and assigns, all of Assignor's right, title and interest in and to the personal property, material and equipment used for and in conjunction with the subject leases, for oil and gas purposes, except as otherwise reserved herein.

The entire right, title, interest, and estate assigned is hereinafter collectively referred to as "Property."

This Assignment and Bill of Sale is made subject to the exceptions, reservations, covenants, and conditions hereinafter set forth:

1. This Assignment and Bill of Sale is made by Assignor and accepted by Assignee without representation of or warranty of title either express or implied.
2. Assignor excepts from this Assignment and Bill of Sale and reserves to itself all rights, title, interest, and estate not expressly assigned hereby, the right of ingress and egress, and such other rights and easements under and by virtue of said Property, including without limitation the concurrent use of water, as may be necessary or desirable to explore, develop, and operate the retained interest of Assignor in said Property.

SEP 29 1960

3. This Assignment and Bill of Sale is made and accepted, subject to, and Assignee hereby assumes, any and all overriding royalties, payments out of production, net profits obligations and other burdens or encumbrances to which said Property may be subject.
4. Assignor shall be responsible for all taxes arising from operation of the Property and production therefrom prior to September 1, 1989 (the "Effective Date"). Assignee shall be responsible for all taxes arising from operation of the Property and production therefrom after the Effective Date. Property taxes for the current tax year shall be prorated between Assignor and Assignee as of 7:00 a.m., Mountain Standard Time on the Effective Date. Assignee shall pay and bear all sales taxes, if any, and all documentary transfer taxes relating to the transfer of the Property. Assignee shall promptly cause this Assignment and Bill of Sale to be recorded and shall furnish Assignor with a recorded copy thereof. Assignee shall pay and bear all recording fees and similar costs relative to the Property it acquires.
5. Assignee by these presents assumes and agrees fully to perform all of the Assignor's express and implied covenants and conditions under the terms of the Property assigned herein together with all orders and contracts of whatsoever kind to which said Property may be subject, from and after the Effective Date hereof, including, but not limited to, those set forth in Exhibit A hereto.
6. After the Effective Date, Assignor shall have the right to hold all production prior thereto attributable to the Property for Assignor's account and thereafter for the account of Assignee. In accounting to Assignee for revenues received by Assignor after the Effective Date, Assignor shall offset all attributable costs of production, including overhead (such costs to be computed in accordance with Assignor's existing accounting practices) against net revenues accruing to the Property from proceeds from the sale of such production. Net revenues shall be the proceeds remaining after deduction of all royalties, overriding royalties, and any severance, production, and prorated ad valorem taxes, windfall profits taxes, and all other taxes (except federal income tax), and any other payments out of or with respect to production with which the Property is burdened or encumbered. If such revenues are insufficient to offset such costs, Assignee agrees to remit payment to Assignor for the difference within thirty (30) days of receiving Assignor's invoice.
7. If it becomes necessary to plug and abandon any well(s) covered under this Assignment and Bill of Sale, Assignee, at Assignee's sole risk and expense, will plug and abandon said well(s) in accordance with all local, state and federal rules and regulations, and will restore the premises to the condition they were in prior to the drilling of said well(s). Assignee further agrees to indemnify and hold Assignor harmless from any liability or expense that may become due or payable in connection with any well(s) plugged before or after the Effective Date, whether or not such liability or expense is incurred as a result of demands made by an authorized regulatory body, or any party or parties claiming to have a vested interest in the subject Property, or otherwise. Assignee shall comply with all bonding requirements imposed by applicable state or federal laws or regulations, including the provisions of N.M. STAT. ANN. 70-2-14. Satisfactory evidence of compliance with such laws or regulations shall be a condition precedent to closing.
8. Assignee accepts said Property subject to all of the express and implied covenants and obligations pertaining thereto. Assignee indemnifies and agrees to respond to, defend, and hold Assignor harmless from and against, any and all demands, claims for damages, and forfeitures made by any person, partnership, corporation, or other legal entity, that are based on any failure, or alleged failure, of Assignee to comply with the express or implied covenants of said property (including, without limitation, any claims by royalty owners for royalties or additional royalties for production on or after the Effective Date). Assignee shall further indemnify and agree to respond to, defend, and save Assignor, its officers, directors, and employees, harmless from and against any and all loss, cost (including court costs), expense (including attorneys' fees), and claims for damages (or wrongful death) of every kind and character to persons or property based on, created by, or arising out of or in connection with, or

9. In the event Assignee elects to surrender or abandon said Property, or in the event production, or allocation of production, ceases on said Property, Assignee agrees to immediately notify Assignor in writing. Assignor shall have the right, but not the obligation, to take reassignment, at no cost to Assignor, of all or part of said Property, within twenty days of receipt of said notice. Failure to timely reply to said notice shall be construed as a waiver of Assignor's right to reassignment. Upon such reassignment, the assigning party shall be relieved from all obligations thereafter accruing, but not theretofore accrued, with respect to the interest reassigned. The parties' assignee will then pay the assigning party the reasonable salvage value of the assigned interest, less estimated salvage and plugging costs.
10. Assignor and Assignee expressly agree that Assignor retains the exclusive right, power and authority to initiate the "good faith negotiation procedures" specified in 18 C.F.R. 270.201, as amended, with respect to any gas sales contract or certificate encumbering the Property. Assignor retains any of the rights, powers or authority that Assignor had prior to the execution of this Assignment and Bill of Sale with respect to such "good faith negotiation procedures." Assignor is expressly given full power, right and authority to initiate, or not to initiate, such "good faith negotiation procedures"; and Assignor shall not be liable for any loss or damage which may be sustained due to such procedures. Any failure by Assignee to observe the foregoing shall constitute a material breach of this Assignment and Bill of Sale and Assignee agrees to fully indemnify and hold Assignor harmless from and against all costs, losses, expenses, attorney's fees, and damages (including indirect and consequential damages) sustained by Assignor by reason of such breach. Assignee shall promptly file for well category determinations and qualifications with appropriate jurisdictional agencies in accordance with the Natural Gas Policy Act of 1978 and the rules and regulations issued thereunder. Assignee shall include in any document by which it may subsequently sell, exchange, or transfer all or any part of the Property a similar provision as to Assignor's right, and which in form and substance effectively binds any successor or assign to observe the conditions and limitations set forth herein for Assignor's benefit.
11. Prior to any transportation of natural gas produced from any of the acreage assigned hereunder that could make Assignor subject to the crediting mechanism described in Section 284.8 (f) or 284.9 (f) of the Regulations of the Federal Energy Regulatory Commission ("FERC"), as promulgated in Order Number 500 and 500-B, -C, and -D, or successor regulations, Assignee shall attempt to obtain the agreement of each potential transporting pipeline not to assert rights under such FERC regulations to credit volumes of gas produced from or allocated to the acreage covered hereby and shipped on such transporting pipeline ("subject gas") against contractual or other obligations of such transporting pipeline to Assignor. If Assignee is unsuccessful in obtaining such agreement(s) from the transporting pipeline(s), Assignor shall execute and deliver such offer(s) of credits(s) or other document as may be required under FERC Regulations to make the subject gas eligible for transportation on the transporting pipeline(s), unless the execution and delivery by Assignor of such an offer(s) of credit(s) would cause the above described crediting against any obligation (whether relating to the acreage covered hereby or any other interest owned by Assignor) of the transporting pipeline to Assignor to occur.

If gas produced from or allocated to properties or interests (i) retained by Assignor hereunder, or (ii) owned by Assignor and not the subject of this transaction ("retained gas") is ineligible for transportation on the transporting pipeline unless Assignee executes an offer(s) of credit(s), Assignor shall attempt to obtain the agreement of such transporting pipeline to waive such condition that Assignee execute an offer of credits. If Assignor is unsuccessful in obtaining

such waiver agreement(s) from the transporting pipeline(s), Assignee shall execute and deliver such offer(s) of credits as may be required under FERC Regulations to make the retained gas eligible for transportation on the transporting pipeline(s), unless the execution and delivery by Assignee of such offer(s) of credit(s) would cause the above described crediting against any obligation (whether related to the acreage covered hereby or any other interest owned by Assignee) of the transporting pipeline to Assignee to occur. However, if the denial of offer(s) of credit(s) would preclude sale of the gas by Assignor, Assignee agrees to negotiate in good faith to provide the necessary offer(s) of credit(s) for transportation of the gas.

12. This Assignment and Bill of Sale and all rights, reservations, and covenants in connection therewith shall be considered covenants running with the lands and shall inure to and be binding upon the parties hereto, their heirs, personal representatives, successors, and assigns; PROVIDED, HOWEVER, no transfer or encumbrance of any of said Property shall be made unless the same be made expressly subject to this Assignment and Bill of Sale and unless the vendee, assignee, or transferee, shall assume all or the applicable part of the obligations hereunder; PROVIDED, FURTHER, no transfer of any of said Property shall be valid or have any force or effect unless Assignor is furnished with a certified copy of the recorded instrument or order of a competent court evidencing the transfer of ownership. The address for the giving of all notices required hereunder, until changed by written notice to the same address, shall be as follows:

ASSIGNOR:

Conoco Inc.
Real Property Administration
P.O. Box 1267
Ponca City, OK 74603

Chevron U.S.A. Inc.
P.O. Box 1635
Houston, TX 77001

Amoco Production Co.
P.O. Box 3092
Houston, TX 77253

Atlantic Richfield Co.
P.O. Box 1610
Midland, TX 79702

ASSIGNEE:

Doyle Hartman
P.O. Box 10426
Midland, Texas 79702

13. Assignee shall comply with all applicable laws, ordinances, rules, and regulations and shall promptly obtain and maintain all permits required by public authorities in connection with the Property.
14. As part of the consideration for the execution and delivery of this instrument by Assignor, Assignee agrees to all of the terms and provisions hereof and joins in the execution of this instrument to evidence this agreement.
15. Assignee acknowledges that it has been cautioned that oil and gas producing formations may contain naturally occurring radioactive material (NORM). Production activities can result in the concentration of certain levels of NORM on production equipment and pipe so that, when brought to the surface, a health hazard may exist in connection with the removal, handling and/or disposal of such NORM-contaminated equipment or pipe, if proper environmental, regulatory and industrial hygiene procedures are not observed. The presence of NORM in or on facilities or equipment on the Property as of the Effective Date shall be the sole responsibility of Assignee, and Assignee shall indemnify and hold Assignor harmless from any and all claims or liabilities arising from the presence of or in connection with the use, removal, handling or disposal of NORM-contaminated equipment or pipe.

TO HAVE AND TO HOLD the Property granted, bargained, sold, conveyed, transferred, assigned and delivered as aforesaid unto Assignee, Assignee's successors and assigns, subject to the matters set forth herein; PROVIDED, HOWEVER, THIS ASSIGNMENT AND BILL OF SALE IS MADE AND ACCEPTED WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES RELATING TO (i) TITLES TO

THE SUBJECT PROPERTY AND (ii) THE CONDITION OR MERCHANTABILITY OF THE SUBJECT PROPERTY OR THE FITNESS OF THE SUBJECT PROPERTY FOR A PARTICULAR PURPOSE OR PURPOSES. ASSIGNEE HAS INSPECTED THE SUBJECT MATERIAL, EQUIPMENT AND PERSONAL PROPERTY AND ACCEPTS THE SAME "AS IS, WHERE IS;" Provided, Further, this Assignment and Bill of Sale is made with full substitution and subrogation of Assignee in and to all covenants and warranties by others heretofore given or made in respect of the subject Property or any part thereof insofar as such covenants and warranties extend beyond the Effective Date.

Executed this 25 day of Aug, 1989, but EFFECTIVE September 1, 1989, 7:00 a.m. Mountain Standard Time.

ASSIGNOR:

CONOCO INC.

By: David L. Wacker
David L. Wacker, Attorney-in-Fact

AMOCO PRODUCTION COMPANY

By: _____

Printed Name: _____

Title: _____

ATLANTIC RICHFIELD COMPANY

By: _____

Printed Name: _____

Title: _____

CHEVRON U.S.A. INC.

By: _____

Printed Name: _____

Title: _____

ASSIGNEE:

Buyers Name

THE SUBJECT PROPERTY AND (ii) THE CONDITION OR MERCHANTABILITY OF THE SUBJECT PROPERTY OR THE FITNESS OF THE SUBJECT PROPERTY FOR A PARTICULAR PURPOSE OR PURPOSES. ASSIGNEE HAS INSPECTED THE SUBJECT MATERIAL, EQUIPMENT AND PERSONAL PROPERTY AND ACCEPTS THE SAME "AS IS, WHERE IS;" Provided, Further, this Assignment and Bill of Sale is made with full substitution and subrogation of Assignee in and to all covenants and warranties by others heretofore given or made in respect of the subject Property or any part thereof insofar as such covenants and warranties extend beyond the Effective Date.

Executed this 25th day of August, 1989, but EFFECTIVE September 1, 1989, 7:00 a.m. Mountain Standard Time.

ASSIGNOR:

CONOCO INC.

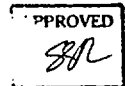
By: David L. Wacker, Attorney-in-Fact

AMOCO PRODUCTION COMPANY

By: J. H. Tharp

Printed Name: J. H. Tharp
V. P. Whitfield

Title: Attorney - In - Fact



ATLANTIC RICHFIELD COMPANY

By: _____

Printed Name: _____

Title: _____

CHEVRON U.S.A. INC.

By: _____

Printed Name: _____

Title: _____

ASSIGNEE:

Buyers Name

THE SUBJECT PROPERTY AND (ii) THE CONDITION OR MERCHANTABILITY OF THE SUBJECT PROPERTY OR THE FITNESS OF THE SUBJECT PROPERTY FOR A PARTICULAR PURPOSE OR PURPOSES. ASSIGNEE HAS INSPECTED THE SUBJECT MATERIAL, EQUIPMENT AND PERSONAL PROPERTY AND ACCEPTS THE SAME "AS IS, WHERE IS;" Provided, Further, this Assignment and Bill of Sale is made with full substitution and subrogation of Assignee in and to all covenants and warranties by others heretofore given or made in respect of the subject Property or any part thereof insofar as such covenants and warranties extend beyond the Effective Date.

Executed this 25 day of Aug, 1989, but EFFECTIVE September 1, 1989, 7:00 a.m. Mountain Standard Time.

ASSIGNOR:

CONOCO INC.

By: David L. Wacker, Attorney-in-Fact

AMOCO PRODUCTION COMPANY

By: _____

Printed Name: _____

Title: _____

ATLANTIC RICHFIELD COMPANY

By: James H. Perkins, Jr. *WRB*

Printed Name: James H. Perkins, Jr.

Title: Attorney-in-Fact

CHEVRON U.S.A. INC.

By: _____

Printed Name: _____

Title: _____

ASSIGNEE:

Buyers Name

THE SUBJECT PROPERTY AND (ii) THE CONDITION OR MERCHANTABILITY OF THE SUBJECT PROPERTY OR THE FITNESS OF THE SUBJECT PROPERTY FOR A PARTICULAR PURPOSE OR PURPOSES. ASSIGNEE HAS INSPECTED THE SUBJECT MATERIAL, EQUIPMENT AND PERSONAL PROPERTY AND ACCEPTS THE SAME "AS IS, WHERE IS;" Provided, Further, this Assignment and Bill of Sale is made with full substitution and subrogation of Assignee in and to all covenants and warranties by others heretofore given or made in respect of the subject Property or any part thereof insofar as such covenants and warranties extend beyond the Effective Date.

Executed this 25 day of Aug, 1989, but EFFECTIVE September 1, 1989, 7:00 a.m. Mountain Standard Time.

ASSIGNOR:

CONOCO INC.

By: David L. Wacker, Attorney-in-Fact

AMOCO PRODUCTION COMPANY

By: _____

Printed Name: _____

Title: _____

ATLANTIC RICHFIELD COMPANY

By: _____

Printed Name: _____

Title: _____

CHEVRON U.S.A. INC.

By: [Signature]

Printed Name: D. H. MESSER

Title: ASSISTANT SECRETARY

ASSIGNEE:

Buyers Name

[Signature]

Doyle Hartman

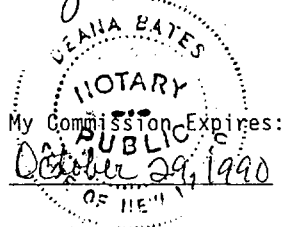
STATE OF NEW MEXICO

COUNTY OF Lea

THE foregoing instrument was acknowledged before me this 25th day of August, 1989, by David L. Wacker, Attorney-in-Fact of CONOCO INC., a Delaware corporation, on behalf of said corporation.

Given under my hand and official seal of office, this 25th day of August, 1989.

Deana Bates
Notary Public



STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1989, by _____ of AMOCO PRODUCTION COMPANY, a corporation, on behalf of said corporation.

Given under my hand and official seal of office, this _____ day of _____, 1989.

Notary Public

My Commission Expires:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1989, by _____ of ATLANTIC RICHFIELD COMPANY, a corporation, on behalf of said corporation.

Given under my hand and official seal of office, this _____ day of _____, 1989.

Notary Public

My Commission Expires:

STATE OF NEW MEXICO

COUNTY OF _____

THE foregoing instrument was acknowledged before me this _____ day of _____, 1989, by David L. Wacker, Attorney-in-Fact of CONOCO INC., a Delaware corporation, on behalf of said corporation.

Given under my hand and official seal of office, this _____ day of _____, 1989.

Notary Public

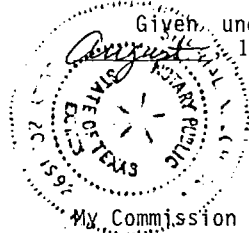
My Commission Expires:

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 25th day of August, 1989, by J. H. Sharp, Attorney-in-Fact of AMOCO PRODUCTION COMPANY, a corporation, on behalf of said corporation.

Given under my hand and official seal of office, this 25th day of _____, 1989.



Sheri N. Johnson
Notary Public

Sheri N. Johnson

My Commission Expires:
7-20-92

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1989, by _____ of ATLANTIC RICHFIELD COMPANY, a corporation, on behalf of said corporation.

Given under my hand and official seal of office, this _____ day of _____, 1989.

Notary Public

My Commission Expires:

STATE OF NEW MEXICO

COUNTY OF _____

THE foregoing instrument was acknowledged before me this _____ day of _____, 1989, by David L. Wacker, Attorney-in-Fact of CONOCO INC., a Delaware corporation, on behalf of said corporation.

Given under my hand and official seal of office, this _____ day of _____, 1989.

Notary Public

My Commission Expires:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1989, by _____ of AMOCO PRODUCTION COMPANY, a corporation, on behalf of said corporation.

Given under my hand and official seal of office, this _____ day of _____, 1989.

Notary Public

My Commission Expires:

STATE OF TEXAS

COUNTY OF Midland

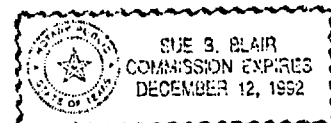
The foregoing instrument was acknowledged before me this 22nd day of August, 1989, by James H. Perkins, Jr., Attorney-in-Fact of ATLANTIC RICHFIELD COMPANY, a corporation, on behalf of said corporation.

Given under my hand and official seal of office, this 22nd day of August, 1989.

Sue B. Blair
Notary Public

My Commission Expires:

12-12-92

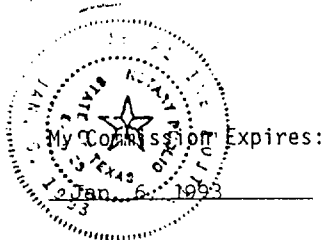


STATE OF New Mexico

COUNTY OF Lea

The foregoing instrument was acknowledged before me this 8th day of September, 1989, by D. H. MESSER, ASSISTANT SECRETARY of CHEVRON U.S.A. INC., a corporation, on behalf of said corporation.

Given under my hand and official seal of office, this 8th day of September, 1989.



[Signature]
Notary Public

STATE OF Texas

COUNTY OF Midland

The foregoing instrument was acknowledged before me this 12th day of Sept., 1989, by Doyle Hartman.
Given under my hand and official seal of office, this 12th day of Sept., 1989.

[Signature]
Notary Public

My Commission Expires:



EXHIBIT "A"
TO ASSIGNMENT AND BILL OF SALE
DATED _____, 1989

CONOCO
LEASE NO: 17994

NAME: Britt B-8 Well Nos. 1, 2, and 3

LESSOR: USA LC-031621 (b)

LESSEE: Harry M. Britt

DATE: February 10, 1936

RECORDING: unrecorded in County

LANDS COVERED: T20S-R37E, Lea Co., NM
Section 8: NE4NW4

Burdens:

Royalty - 1/8th (sliding scale)

SUBJECT TO:

C-No. 3564 - Joint Operating Agreement dated 7/1/35, as amended, by and between Continental Oil Co., The California Co., Stanolind Oil and Gas Co. and Atlantic Oil Producing Co. (NMFU)

Gas Contract No. 4037 dated July 17, 1948, as subsequently amended, By and Between Continental Oil Company (now Conoco Inc.), Standard Oil Company of Texas (now Chevron USA Inc.) The Atlantic Refining Company (now ARCO Oil and Gas Company, a Division of Atlantic Richfield), and Stanolind Oil and Gas Company (now Amoco Production Company) as "Seller" and El Paso Natural Gas Company as "Buyer."

(Please be advised that the contract with El Paso Natural Gas Company is subject to a conditional abandonment pursuant to FERC Order No. 490)

Rollover Gas Contract No. 131 dated January 12, 1984, as subsequently amended, By and Between Conoco Inc., as "Seller" and Warren Petroleum Company, a Division of Gulf Oil Corporation (now Chevron USA Inc.) as "Buyer".

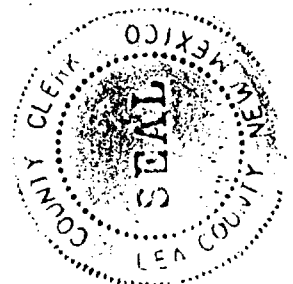
611

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

SEP 15 1989

at 11:49 o'clock A. M.
and recorded in Book 442
Page 718
Shirley Hooper, Lea County Clerk
By Tom Houser Deputy

51875



8070

Missl BCCK 480 PAGE 639

PARTIAL ASSIGNMENT OF OPERATING RIGHTS

THE STATE OF NEW MEXICO \$
 \$
 COUNTY OF LEA \$

PARTIAL ASSIGNMENT of Operating Rights under Oil and Gas Lease(s) made and entered into this 10th day of April, 1987 by and between the following parties, hereinafter referred to as "ASSIGNORS";

DOYLE HARTMAN and MARGARET M. HARTMAN, his wife
 Post Office Box 10426
 Midland, Texas 79702

and the following parties, hereinafter referred to as ASSIGNEES";

JAMES A. DAVIDSON
 Post Office Box 494
 Midland, Texas 79702

JAMES E. BURR
 2505 Emerson Drive
 Midland, Texas 79705

LARRY A. NERMYR
 2438 Whitmire Boulevard
 Apartment 9-A
 Midland, Texas 79705

JACK FLETCHER
 Post Office Box 10887
 Midland, Texas 79702

RUTH SUTTON
 2826 Moss
 Midland, Texas 79705

W I T N E S S E T H:

THAT ASSIGNORS are the owners of certain oil and gas operating rights under the following described oil and gas lease(s) and leasehold estate covering, among other lands, the lands and intervals described below, situated in Lea County, New Mexico:

LEASE DATE:	May 1, 1956
LESSOR:	United States of America
LESSEE:	Harry M. Britt
LEASE NO.:	IC-031621-B

INSOFAR, and only insofar, as said lease covers:

SE/4 SW/4 Section 5, T-20-S, R-37-E, Lea County, New Mexico.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby bargain, sell, transfer, assign and convey unto Assignees the below stated percentages of their undivided interest in and to the Oil and Gas Lease(s) described above insofar, but only insofar as said leases cover the lands and intervals described above, together with a like interest in the personal property located thereon or used in connection therewith, subject to all existing royalties, excess royalties, overriding royalties, production payment and like burdens against said leases:

JUN 5 1987

BCC 480 PAGE 640

<u>Assignees</u>	<u>Percent of Assignor's Interest Conveyed</u>
James A. Davidson	25.000000%
James E. Burr	.781250%
Larry A. Nemyr	1.562500%
Jack Fletcher	.781250%
Ruth Sutton	.781250%
Percentage of Assignors' Interest Conveyed	28.906250%
Percentage of Assignors' Interest Retained	71.093750%
	100.000000%

This Assignment shall be subject to the following:

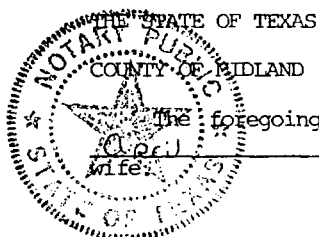
1. Partial Assignment & Bill of Sale dated October 26, 1984, from Sun Exploration & Production Company to Doyle Hartman, recorded in Book 436, Page 809 of the Miscellaneous Records of Lea County, New Mexico.
2. Partial Assignment of Operating Rights dated October 26, 1984, from Sun Exploration & Production to Doyle Hartman.

The provisions hereof shall extend to and be binding upon the respective successors and assigns of the parties hereto.

EXECUTED this 10th day of April, 1987, but EFFECTIVE as of October 26, 1984.

Doyle Hartman
DOYLE HARTMAN

Margaret M. Hartman
MARGARET M. HARTMAN



The foregoing instrument was acknowledged before me, this 10th day of April, 1987, by DOYLE HARTMAN and MARGARET M. HARTMAN, his wife.

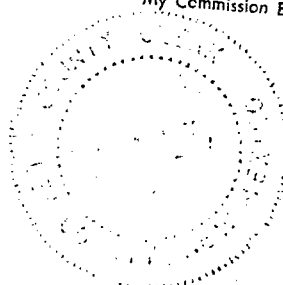
Michelle Hembree
Notary Public; State of Texas
Typed or Printed
Name: _____
My Commission
Expires: _____

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

MAY 26 1987

at 11:58 o'clock A M
and recorded in Book 480
Page 639
Shirley Hopper, Lea County Clerk
By Sue Newton Deputy

MICHELLE HEMBREE, Notary Public
My Commission Expires November 8, 1989



CORRECTION PARTIAL ASSIGNMENT
AND
BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by a certain Partial Assignment and Bill of Sale, SUN EXPLORATION AND PRODUCTION COMPANY, P. O. Box 2880, Dallas, Texas 75221-2880, hereinafter referred to as "Assignor", assigned all of its right, title and interest in and to the oil and gas leases and surface leases described in Exhibit "A" attached thereto and made a part thereof unto DOYLE HARTMAN, P. O. Box 10426, Midland, Texas 79702, hereinafter referred to as "Assignee", said Partial Assignment and Bill of Sale being dated October 26, 1984, but effective the 1st day of October, 1984, by and between Assignor and Assignee covering interests in Lea County, New Mexico.

WHEREAS, the Footnote References in Exhibit "A" to said Partial Assignment and Bill of Sale failed to properly refer to a Gas Well Contract dated April 14, 1978 by and between El Paso Natural Gas Company as Buyer and Texas Pacific Oil Company, Inc. as Seller (G-52561);

WHEREAS, it is the desire of the undersigned to correct said Partial Assignment and Bill of Sale by correcting said Exhibit "A" to the Partial Assignment and Bill of Sale dated October 26, 1984, but effective October 1, 1984, in the manner set forth below.

NOW, THEREFORE, the Partial Assignment and Bill of Sale is corrected by this Correction Partial Assignment and Bill of Sale as stated herein by correcting Exhibit "A" to said Partial Assignment and Bill of Sale as follows:

By adding to the Footnote References on Exhibit "A" to said Partial Assignment and Bill of Sale, Footnote Number 4: "Subject to Gas Well Contract dated April 14, 1978 by and between El Paso Natural Gas Company as Buyer and Texas Pacific Oil Company, Inc. as Seller (G-52561)," and by including a number "4" in the Footnote Reference applicable to Sun Property Number 414114.

Exhibit "A" as so corrected is attached hereto and made a part hereof for all purposes and the original Exhibit "A" is deleted in its entirety and the attached Exhibit replaces the original Exhibit "A."

This Correction Partial Assignment and Bill of Sale is subject to all of the terms and conditions contained in that certain Bid Letter No. 84923 dated September 6, 1984, between Assignor and Assignee.

In all other respects, except as expressly corrected herein, the terms of the original Partial Assignment and Bill of Sale remain unchanged as originally written.

This Correction Partial Assignment and Bill of Sale shall be effective as of October 1, 1984, at 7:00 a.m.

WITNESS the execution hereof on this 24th day of April, 1986.

SUN EXPLORATION AND PRODUCTION COMPANY

By: T. E. Maxwell
Attorney-in-Fact
T. E. MAXWELL

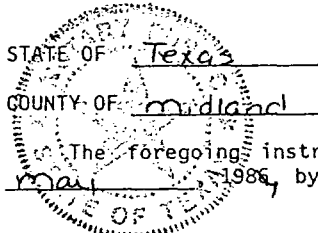
Approved:
Terms 8/24
Legal 1/24
Desc 3/24

AGREED AND ACCEPTED this 21st
day of may, 1986.

Doyle Hartman
DOYLE HARTMAN

This instrument prepared by:

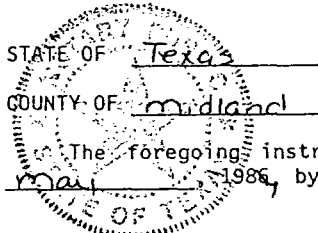
Marcia A. Faykus
Marcia A. Faykus
P. O. Box 2880
Dallas, Texas 75221-2880

STATE OF TEXAS)(
COUNTY OF Dallas)(


The foregoing instrument was acknowledged before me this 24th day of April, 1986, by T. E. MAXWELL, as Attorney-in-Fact on behalf of SUN EXPLORATION AND PRODUCTION COMPANY, a Delaware corporation.

Denise D. Suttice
Notary Public
DENISE D. SUTTICE

My Commission Expires:
6-14-89

STATE OF Texas)(
COUNTY OF midland)(


The foregoing instrument was acknowledged before me this 21st day of may, 1986, by DOYLE HARTMAN.

Michelle Hemdree
Notary Public

My Commission Expires:

MICHELLE HEMDREE, Notary Public
My Commission Expires November 8, 1989

3111-84923-414114, 414112, 414110

EXHIBIT "A"

Attached to and Made Part of
Correction Partial Assignment and Bill of Sale

Lea County, New Mexico

LEASE NUMBER	LESSOR	LESSEE	DATE	RECORDING DATA		DESCRIPTION OF PROPERTY	FOOTNOTE REFERENCE
				Book	Page		
<u>PN 414114 - BRITT B</u>							
T00699-002	USA Serial No. LC-031621-B	Harry M. Britt	5/1/56	---	---	Insofar and only insofar as lease covers the SE/4 SW/4 of Section 5, T20S-R37E, N.M.P.M.	1, 3, 4
<u>PN 414112 & PN 414110 - BRITT A AND BRITT</u>							
T00698	USA Serial No. LC-031621-A	Harry M. Britt	5/1/56	---	---	Insofar and only insofar as lease covers the E/2 SW/4 of Section 6, T20S-R37E, N.M.P.M. and the W/2 E/2 and the E/2 W/2 of Section 7, T20S-R37E, N.M.P.M., less and except the Grayburg-San Andres Formation in and under the SE/4 SW/4 and W/2 SE/4 of said Section 7.	1, 2, 3

FOOTNOTE REFERENCES:

1. Subject to "Drilling and Farming Out Contract" dated 2/13/35 as amended by and between Continental Oil Company, et al (T/PC-627).
2. Subject to "Operating Agreement" dated 8/24/59 as amended by and between Anderson-Prichard Oil Corporation, et al (T/PC-659).
3. Subject to "Casinghead Gas Contract" dated 11/3/81 by and between Gulf Oil Corporation as Buyer and Sun Production Company as Seller (G-52772).
4. Subject to "Gas Well Gas Contract" dated 4/14/78 by and between El Paso Natural Gas Co. as Buyer and Texas Pacific Oil Co., Inc. as Seller (G-52561).