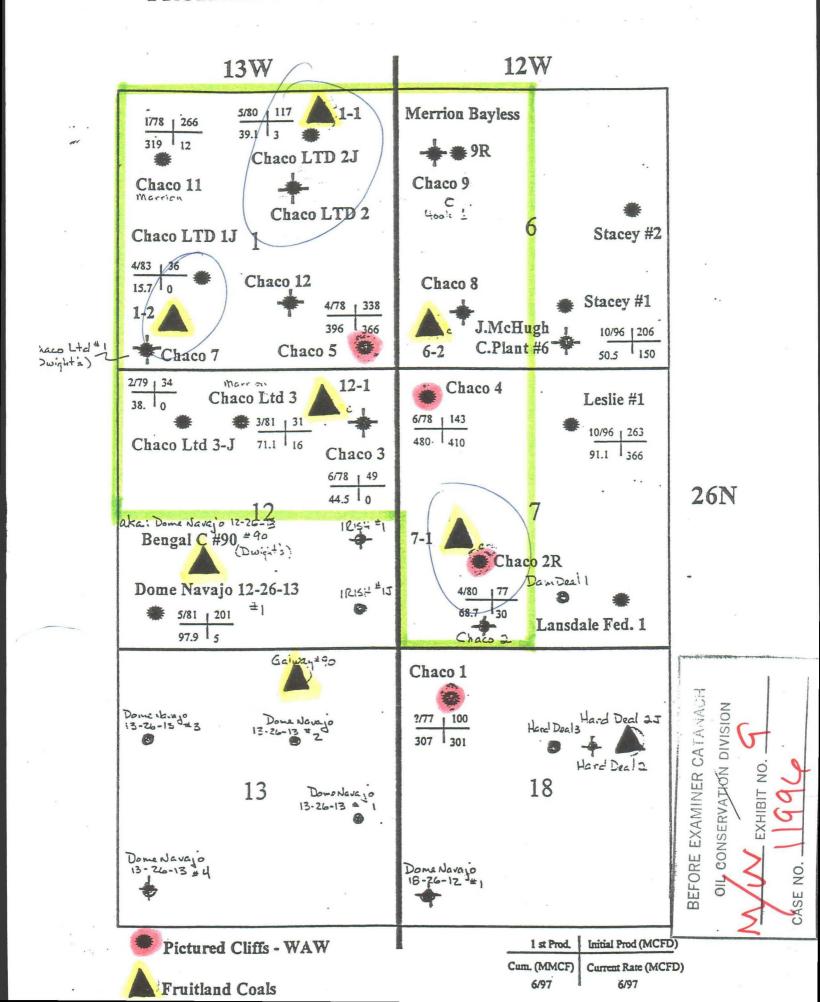
FRUITLAND COAL / PC WAW DEVELOPMENT



BUREAU OF LAND MANAGEMENT FORM APROVES BUREAU OF LAND MANAGEMENT OMB NO. 1004-0034 Expires: July 31, 1992 TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES Lease Serial No. Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.) Act for Acquired Lands of 1947 (30 U.S.C. 351-359) Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025) Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508) NM-22046 ~ Image: Type or print plainly in ink and sign in ink. DECLEVELU PART A: TRANSFER IUR. OF LAND (MOMMIT. Transferee (Sublessee)* J.K., Edwards 4t Assoc (ales, Jr.c. NIM.S.O. SANTA FE Street 1401 17 th St., Ste 1400 JAN 0 9 1995 PK Denver, Co 803002 Street If more than one transferee, check here[and list the name(s) and address(es) of all additional transferees of this form or on a separate attached sheet of paper. Mil and Gas Lease, or Geothermal Lease Interest conveyed: (Check one) Oll and Gas Lease, or Overriding Royalty, payment out of production o other similar interests or payments 2. This transfer (sublease) conveys the following interest: Percent of Interest Percent of Overriding Royalty, payment out of production o other similar interests or payments 2. This transfer (sublease) conveys the following interest: Percent of Interest			UNITED STATE		•	1	Cha	co No. 1, 2R
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	[1] Hanster approved effective			<i></i>	• 2			-
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By(Authorized Officer) (Title) (Date)	By	red Officer)		· · · · · · · · · · · · · · · · · · ·		<u></u>	the second s	
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	P	ART B: CERTIFICAT	ION AND REQUES	T FOR APPROVAL	

- 1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
- 2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.
- 3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

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Name of Transferor Merrion Oil & Gas Corporation J.K. Edwards + Assuciates, Inc. Please type or print Transferor J.K. Edwards + Assuciates, Inc. Transferor Please type or print Transferee Transferor (Signature) or Attorney-in-fact (Signature) or Post Office Box 840 (Signature) (Signature) (City) (State) (Zip Code) BURDEN HOURS STATEMENT Attorney instructions, gathering and maintaining data,	I certify that the statements made here	in by me are true	e, complete, and correct	to the best of my knowledge and belief and are made in good faith.
Name of Transferor Merrion Oil & Gas Corporation J.K. Edwards + Associates, Inc. Please type or print Please type or print Transferor Transferor Multiplease type or print Transferee Or Transferor (Signature) Or Attorney-in-fact (Signature) Post Office Box 840 (Signature) (Transferor's Address) (Signature) BURDEN HOURS STATEMENT State of this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data,	Executed this 2nd da	y of <u>Dec.</u>	19 <u>94</u>	Executed this 14th day of December, 1924
(Transferor's Address) <u>Farmington NM 87499</u> (City) (State) (Zip Code) BURDEN HOURS STATEMENT reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data,	Transferor T. Greg Merrion, Presider or Attorney-in-fact	Please type or pri <u> <u> </u> <u> </u> <u> </u> <u> </u> <u> </u> nt <u> </u> (S</u>		J.K. Edwards + Associates, Inc. Transferee
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reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data,			BURDEN HOUF	
ompleting and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (Alternate) Bureau of Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork Reduction Project (1004-0034), Washington, D.C. 20503.	of Land Management, (Alternate) Bure	. Direct comment au of Clearance C	s regarding the burden ex Officer, (WO-771), 18 an	stimate or any other aspect of this form to U.S. Department of the Interior, Buteau

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

STATE OF NEW MEXICO) § COUNTY OF SAN JUAN)

This instrument was acknowledged before me this <u>2rd</u> day of December, 1994, by T. Greg Merrion, President of Merrion Oil & Gas Corporation, a New Mexico corporation, on behalf of said corporation.

My commission expires:

otary Public

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(Corporate)

STATE OF TEXAS)		
COUNTY OF HAR	•	14	
This instrument was <u>Don Poe</u> <u>Colorado</u> My commission exp	corporation, on be	Defore me this $\frac{14^{\text{H}}}{16 - \text{Fact}}$ of $\frac{1}{5}$	_ day of December, 1994, by Edwards + Associater, a ion.
	SHARON KAYE JAYNES Notary Public, State of Texas My Commission Expires April 9, 1997	Notary Publi	
STATE OF)	individualy a	
COUNTY OF	S)		

Before me, a notary public, on this ______ day of December, 1994, personally appeared ______, to me known to be the identical person who executed the within and foregoing instrument and acknowledged that _____ executed the same as ______ free and voluntary act and deed.

My commission expires:

Notary Public

200

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· BU	UNITED STAT EPARTMENT OF THE REAU OF LAND MAN	INTERIOR IAGEMEN	بر		Cha FORM AF OMB NO. Expires: Ju	1004-0034
)F OPERATING RIGH . AND GAS OR GEO	TS (SUBL	EASE) IN /		Lease Serial 1	No.
Minera	Leasing Act of 1920 (30) Acquired Lands of 1947 (3	J.S.C. 181 et	sea.)		SF-080238	
Geothern	rior Appropriations Act, F	U.S.C. 1001.	.1025)	. 6508)		
Туре о	r print plainly in ink i	and sign ir	n ink.	<u>} 1</u>		
Street 1461 17 th City, State, ZIP Code Denver, (PART A: TRANS D& X & SSOC 1 A 70 St. Ste 1400 U 80202	S, JNC.			ค	218141510
If more than one transferee, check here and list the separate attached sheet of paper.	ne name(s) and address(es)	of all additio	onal transfered	es on the rev	verse of this i	form or on a
This transfer is for: (Check one) $[X]$ Oil and Gas	Lease, or Geotherm	al Lease				
Interest conveyed: (Check one or both, as appropria	ate) X Operating Rights (sublease)] Overriding I	Royalty, pay	yment out of	production or
2. This transfer (sublease) conveys the following interest	est:		ouler simila		or payments	
Land Description		Pe	rcent of Inter		ed Percent of Overriding Royalty or Similar Interests	
Additional space on reverse, if needed. Do not submit docume this form; such documents or agreements shall only be reference	ents or agreements other than ced herein.	Owned	Conveyed	Retained		
â		ь	c	đ	Reserved	Previously reserved or conveyed f
Township 26 North, Range 12 West, Nr Section 7: Lots 1,2, E/2NW	MPM	100% of 8/8ths	100 <i>%</i> of 8/8ths	None	None	5% of 8/8ths
	MPM					
Township 26 North, Range 13 West, NN Section 1: SE						
Township 26 North, Range 13 West, N Section 1: SE Containing 316.10 acres, more or less San Juan County, New Mexico						
Section 1: SE Containing 316.10 acres, more or less	Coal formation					
Section 1: SE Containing 316.10 acres, more or less San Juan County, New Mexico Limited from the base of the Fruitland	Coal formation					1
Section 1: SE Containing 316.10 acres, more or less San Juan County, New Mexico Limited from the base of the Fruitland	Coal formation			1710,00-2012		
Section 1: SE Containing 316.10 acres, more or less San Juan County, New Mexico Limited from the base of the Fruitland to the base of the Pictured Cliffs formation	Coal formation	TE BELOW	THIS LINE	1212200-202217	an ing saadate Takisa da	
Section 1: SE Containing 316.10 acres, more or less San Juan County, New Mexico Limited from the base of the Fruitland to the base of the Pictured Cliffs formation	Coal formation tion. SE ONLY - DO NOT WR		THIS LINE	27.19.29~5422 - 19		
Section 1: SE Containing 316.10 acres, more or less San Juan County, New Mexico Limited from the base of the Fruitland to the base of the Pictured Cliffs format FOR BLM U This transfer is approved solely for administrative purp to this lease.	Coal formation tion. SE ONLY - DO NOT WR THE UNITED STATES OF poses. Approval does not v	AMERICA		o this transf		I or equitable
Section 1: SE Containing 316.10 acres, more or less San Juan County, New Mexico Limited from the base of the Fruitland to the base of the Pictured Cliffs format FOR BLM U This transfer is approved solely for administrative purp	Coal formation tion. SE ONLY - DO NOT WR THE UNITED STATES OF poses. Approval does not v	AMERICA		o this transf	er holds lega	l or equitable

and a communical. ADDITIONAL SPACE for sames and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2, if

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

- 1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
- 2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State.or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in oil and gas lease issued in accoundance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.
- 3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein	h by me are true,	complete, and correct	to the best of my knowledge and belief and are made in good faith.
Executed this day	of	, 19	Executed this 14 th day of December 1994
Name of Transferor*See attachmet	nt		. / .
Pl.	case type or print	1	Transferee
or (Signature)			ar Attorney-in-fact
Attorney-in-fact(Signat	ure)		(Signature)
(Transfer	or's Address)	an a	a An internet weren is nie friede werden de de de werden der eine sichte der eine der eine der eine der eine der de An internet weren is nie friede der eine de der dere der eine sichte der eine der eine der eine der eine der der
(City)	(State)	(Zip Code)	
		BURDEN HOUF	IS STATEMENT
and completing and maintains the form	Direct comments a of Clearance Of	regarding the burden en ficer, (WO-771), 18 at	nse, including the time for reviewing instructions, gathering and maintaining data, stimate or any other aspect of this form to U.S. Department of the Interior, Bureau d C Streets, N.W., Washington, D.C. 20240, and the Office of Management and
Title 18 U.S.C. Séc. Will makes it a crim frauhilent statements or sepresentations a	e for any person l is to any matter wi	knowingly and willfully ithin its jurisdiction.	to make to any Department or agency of the United States any false, fictitious or

TRANSFERORS: J. Gregory Merrion (45%)

Farmington, NM 87499-0840

P.O. Box 840

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Chaco 4,5

Rita V. Merrion, his wife

J. GREGORY MERRION AND RITA V. MERRION **REVOCABLE TRUST**

By

Gregory Merlion, Trustee

Robert L. Bayless (45%) P.O. Box 168 Farmington, NM 87499-0168

Merle L. Ellsaesser (4%) 2501 West Broadway Bloomfield, NM 87413

Steven S. Dunn (3%) 3100 Western Ave. Farmington, NM 87401

MERRION OIL & GAS CORPORATION

nemm Bv:

T. Greg Merrion, President (3%) P.O. Box 840 Farmington, NM 87499-0840

Bernice M. Bayless, his wife

Jo Anne Ellsaesser, his wife

Melinda A. Dunn, his wife

ATTEST:

Bv:

Michael K. Merrich, Secretary

STATE OF NEW MEXICO) COUNTY OF SAN JUAN)

This instrument was acknowledged before me this 2nd day of December, 1994, by J. Gregory Merrion, Trustee of the J. Gregory Merrion and Rita V. Merrion Revocable Trust, on behalf of said Trust.

My commission expires:

1n-77-98

;

STATE OF NEW MEXICO) COUNTY OF SAN JUAN)

This instrument was acknowledged before me this 2nd day of December, 1994, by T. Greg Merrion, President of Merrion Oil & Gas Corporation, a New Mexico corporation, on behalf of said corporation.

My commission expires:

William

6:27-98

STATE OF NEW MEXICO) COUNTY OF SAN JUAN)

Before me, a notary public, on this _ day of December, 1994, personally appeared Robert L. Bayless and Bernice M. Bayless, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged that they executed the same as their free and voluntary act and deed.

My commission expires:

135

t.20-96

Notary Public

STATE OF NEW MEXICO) COUNTY OF SAN JUAN)

Before me, a notary public, on this <u>UM</u> day of December, 1994, personally appeared Merle L. Ellsaesser and Jo Anne Ellsaesser, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged that they executed the same as their free and voluntary act and deed.

My commission expires:

-27-

l'Williams' tary Public

STATE OF NEW MEXICO) COUNTY OF SAN JUAN)

Before me, a notary public, on this <u>540</u> day of December, 1994, personally appeared Steven S. Dunn and Melinda A. Dunn, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged that they executed the same as their free and voluntary act and deed.

My commission expires:

وهويسوي الأستر المرادين سار

Win y Public

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6-27-98

(Corporate)

STATE OF TEXAS)	
COUNTY OF HARLIS)	li
This instrument was acknow Don Poe Coloring and corporation My commission expires:	edged before me this $\underline{///2}$ day of December, 1994, by <u>rney-1-</u> of <u>TK</u> . Edwards v Assic, a in, on behalf of said corporation.
my commission expires.	Notary Public
SHARON KAYE JAYNES Notary Public, State of Texas Ny Commission Express April 9, 199	

(November 1990)	UNITED S DEPARTMENT OF BUREAU OF LAND	THE INTERIOR	Γ	1	Cha FORM AP OMB NO. Expires: Jul	1004-0034
•	TRANSFER OF OPERATING LEASE FOR OIL AND GAS OR	HIGH IS (SUBL GEOTHERMAI	EASE) IN A		ease Serial N	lo.
LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.) Act for Acquired Lands of 1947 (30 U.S.C. 351-359) Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025) Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)						
	Type or print plainly in	ink and sign i	ink.			
Type or print plainly in ink and sign in ink.PART A: TRANSFERPART A: TRANSFER1. Transferee (Sublessee)*J.K. Edwards + Assiciates, Inc.StreetJ.K. Edwards + Assiciates, Inc.City, State, ZIP Code1401 17th St., Ste 1400*If more than one transferee, check here and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.This transfer is for: (Check one)X Oil and Gas Lease, or					1,2,3,4,5,6	
Interest conveyed: (Check one of	or both, as appropriate) 🔀 Operating R	Cights (sublease)	Overriding l other simila	Royalty, pay ar interests or	ment out of j	production or
2. This transfer (sublease) conveys						
	nd Description		Conveyed	Retained	Overrid	cent of ing Royalty
Additional space on reverse, it needed. this form; such documents or agreement	Do not submit documents or agreements other ts shall only be referenced herein.	er inan Owned	Conveyeu	Kuantu	or Simi Reserved	ar Interests Previously reserved
	-	ь	c	d	e	or conveyed f
	&		·			
Township 26 North, Ran Section 7: Lots 3,4 Section 18: Lots 1,2		100% of 8/8ths	100% of 8/8ths	None	None	None
Section 7: Lots 3,4 Section 18: Lots 1,2 Containing 152.73 acres San Juan County, New 1	, more or less Mexico f the Fruitland Coal formation	100% of 8/8ths	100 <i>%</i> of 8/8ths			
Section 7: Lots 3,4 Section 18: Lots 1,2 Containing 152.73 acres San Juan County, New J	, more or less Mexico f the Fruitland Coal formation	100% of 8/8ths n ELM SECO	100% of 8/8ths NIZES Ci T. 1 OT	n.Y 174E		
Section 7: Lots 3,4 Section 18: Lots 1,2 Containing 152.73 acres San Juan County, New I Limited from the base o to the base of the Picture	, more or less Mexico f the Fruitland Coal formation	100% of 8/8ths n ELM SECO	100% of 8/8ths NIZES Ci T. 1 OT	n.Y 174E	ASSIGNM	
Section 7: Lots 3,4 Section 18: Lots 1,2 Containing 152.73 acres San Juan County, New I Limited from the base o to the base of the Picture	, more or less Mexico f the Fruitland Coal formation	100% of 8/8ths ELM RECO C INTES E AGES	100% of 8/8ths NIZES C: T. 1 07	n.Y 174E	ASSIGNMI DITIONS	
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Section 7: Lots 3,4 Section 18: Lots 1,2 Containing 152.73 acress San Juan County, New 1 Limited from the base of to the base of the Picture This transfer is approved solely for to this lease.	s, more or less Mexico of the Fruitland Coal formation ed Cliffs formation. FOR BLM USE ONLY - DO NO THE UNITED STAT	100% of 8/8ths ELM RECO C INTES E AGES DT WRITE BELOW TES OF AMERICA	100% of 8/8ths	UY THE	ASSIGNMI DITIONS	N1
Section 7: Lots 3,4 Section 18: Lots 1,2 Containing 152.73 acress San Juan County, New J Limited from the base of to the base of the Pictur to the base of the Pictur This transfer is approved solely for to this lease.	FOR BLM USE ONLY - DO NC THE UNITED STAT r administrative purposes. Approval doc B 0 1995	100% of 8/8ths ELM RECO CONTENT E AGES DT WRITE BELOW TES OF AMERICA es not warrant that Chief, Lear	100% of 8/8ths T. : OT T. : OT THIS LINE either party t	uly TI-IE	ASSIGNMI DITIONS	N'I I or equitable 53 R 1 3 1995

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Part A (Conti	nued): ADDITIONAL SPACE for	nes and addresses of additional transferees in Item No	f needed, or for La	nd Description	• in Item No. 2, if
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PART B: CERTIFICATION AND REQUEST FOR APPROVAL

- 1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
- 2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.
- 3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made berefit by the are tide,	complete, and correc	
Executed this day of	, 19	_ Executed this day of December 1994
Name of Transferor <u>*See attachment</u> Please type or print		_ Executed this 14 b day of December 1994 _ J.K. Edwards + Associates, Inc.
Transferor		Transferee
or (Signature) Attorney-in-fact		or Attorney-in-fact
(Signature)		(Signature)
	i an she was a surger of starting a	
(Transferor's Address)	· <u>·</u> ··································	-
(City) (State)	(Zip Code)	
	BURDEN HOU	RS STATEMENT
and completing and reviewing the form. Direct comments i	regarding the burden e licer, (WO-771), 18 a	onse, including the time for reviewing instructions, gathering and maintaining data, stimate or any other aspect of this form to U.S. Department of the Interior, Bureau and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully joymake to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

TRANSFERORS:

Chaco No. 1, 2R

Rita V. Merrion, his wife

J. Gregory Merrion (45%) P.O. Box 840 Farmington, NM 87499-0840

J. GREGORY MERRION AND RITA V. MERRION **REVOCABLE TRUST**

By:

Merrion, Trustee J./Greaory

Robert K. Bayless (45%) P.O. Box 168 Farmington, NM 87499-0168

Merle L. Ellsaesser (4%) 2501 West Broadway Bloomfield, NM 87413

Steven S. Dunn (3%) 3100 Western Ave. Farmington, NM 87401

MERRION OIL & GAS CORPORATION

Bv

T. Greg Merrion, President (3%) P.O. Box 840 Farmington, NM 87499-0840

Bernice M. Bayless, his wife

Anne Ellsaesser, his wife

Melinda A. Dunn, his wife

ATTEST:

Michael K. Merrion, Secretary

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This instrument was acknowledged before me this 202 day of December, 1994, by J. Gregory Merrion, Trustee of the J. Gregory Merrion and Rita V. Merrion Revocable Trust, on behalf of said Trust.

S Autoria 3

My commission expires:

William Public

STATE OF NEW MEXICO) § COUNTY OF SAN JUAN)

This instrument was acknowledged before me this 200 day of December, 1994, by T. Greg Merrion, President of Merrion Oil & Gas Corporation, a New Mexico corporation, on behalf of said corporation.

My commission expires:

v Public

STATE OF NEW MEXICO) § COUNTY OF SAN JUAN)

Before, me, a notary public, on this _____ day of December, 1994, personally appeared Robert L. Bayless and Bernice M. Bayless, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged that they executed the same as their free and voluntary act and deed.

My commission expires:

JP-06.

SP

Notary Public

276

COUNTY OF SAN JUAN)

Before me, a notary public, on this <u>Utu</u> day of December, 1994, personally appeared Merle L. Ellsaesser and Jo Anne Ellsaesser, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged that they executed the same as their free and voluntary act and deed.

میں ^{الار}کی My commission expires:

William y Public

STATE OF NEW MEXICO) § COUNTY OF SAN JUAN)

Before me, a notary public, on this 542 day of December, 1994, personally appeared Steven S. Dunn and Melinda A. Dunn, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged that they executed the same as their free and voluntary act and deed.

My commission expires:

6-27-98

Thotally I up

Notary Public

(Corporate)

STATE OF TEXAS) S COUNTY OF HARRIS)

This instrument was acknowledged before me this <u>14th</u> day of December, 1994, by <u>Don Poc</u>, <u>Attorney-In-Fact</u> of <u>T.K. Edwards + Associates</u>, a <u>Colorad c</u> corporation, on behalf of said corporation.

My commission expires:

Notary Public, State of Texas ly Commission Expires April 9, 1998 CONSCIENCES

SHARON KAYE JAYNES

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9503460 B-1197 P-727 03/16/95 12:15P PG 1 OF 10 CAROL BANDY, CLERK SAN JUAN COUNTY, NEW MEXICO REC DOC N-58.00 2.00

ASSIGNMENT, BILL OF SALE AND CONVEYANCE Chaco No. 1,2R Chaco No. 4,5 Chaco Limited No. 1-J, 2-J Fawkes No. 1 Kirby Federal No. 1, Ross Federal No. 1

This Assignment, Bill of Sale and Conveyance is made and entered into this 8th day of March, 1995, by and between J.K. EDWARDS ASSOCIATES, INC., herein referred to as "Assignor", and PENDRAGON RESOURCES L.P., hereinafter referred to as "Assignee".

WITNESSETH:

WHEREAS, Assignor owns certain right, title and interest in the properties described in Exhibit "A" attached hereto and made a part hereof, hereinafter referred to as "the Subject Properties";

WHEREAS, Assignor desires to sell, and Assignee desires to acquire, 75% of 8/8ths of Assignor's right, title and interest in, to, and under the Subject Properties.

NOW THEREFORE, in consideration of the mutual benefit to all parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged for all purposes, Assignor does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver unto Assignee the Subject Properties described in Exhibit "A", which properties are more specifically described as follows:

- (a) 75% of 8/8ths of the Subject Properties described in Exhibit "A";
- (b) 75% of 8/8ths of Assignor's right, title and interest in and to all presently existing and valid oil, gas and/or mineral unitization, pooling, and/or orders and in and to the properties covered and the units created thereby (including, without limitation, units formed under orders, rules, regulations or other official acts of any federal, state or other authority having jurisdiction, voluntary unitization agreements, designations and/or declaration, and so called "working interest units" created under operating agreements or otherwise), which relate to any of the properties described in Exhibit "A";

COUNT N

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e.

FILED OR RECORDED BOOK //97 PAGE 127 SAN JUAN COUNTY, NEW MEXICO

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- (c) 75% of 8/8ths of Assignor's right, title and interest in and to all presently existing and valid production sales (and sales related) contracts, operating agreements, and other agreements and contracts which relate to any of the properties described in Exhibit "A" and subparagraph (a) above, or which relate to the exploration, development, operation or maintenance thereof or the treatment, storage, transportation or marketing of production therefrom (or allocated thereto);
- (d) 75% of 8/8ths of Assignor's right, title and interest in and to the Chaco No. 1-2R, Chaco No. 4, 5, Chaco Limited No. 1-J, 2,-J, Fawkes No. 1, Kirby Federal No. 1, and Ross Federal No. 1, the equipment associated with the wells, together with the right, title and interest in and to other materials, supplies, machinery, equipment, improvements, and any other personal property and fixtures associated with the wells in Exhibit "A". The easements, rights-of-way, surface leases and other surface rights, permits and licenses, and other appurtenances being used or held for use in connection with, or otherwise related to, the exploration, development, operation or maintenance of any of the properties described in Exhibit "A" and subparagraphs (a) and (b) above, or the treatment, storage, gathering, transportation or marketing or production therefrom or allocated thereto;
- (e) 75% of 8/8ths of Assignor's interest in lease records, and other data and records used or held for use in connection with the exploration, development or operation of the properties described in Exhibit "A"; and
- (f) Except as specified below, 75% of 8/8ths of the oil, gas, casing head gas, condensate, distillate, liquid hydrocarbons, and gaseous hydrocarbons (collectively called "Hydrocarbons") in and under that may be produced and saved from the base of the Fruitland Coal formation to the base of the Pictured Cliffs formation on the Subject Properties from and after the effective date, and all proceeds attributable thereto. The hydrocarbons in and under and produced and saved from the Subject Properties before the effective date, and the proceeds attributable thereto, are hereby retained and reserved in favor of Assignor.

TO HAVE AND TO HOLD, the Subject Properties unto Assignee, its successors and assigns, provided, however, this Assignment is made subject to the following terms and provisions:

Page 2 of 10

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9503460 B-1197 P-727 03/16/95 12:15P PG 3 OF 10

The Subject Properties are sold "AS IS" and "WHERE IS" without any warranty of merchantability, condition or fitness for a particular purpose, either express on implied; however, Assignor warrants and covenants that there are not liens, mortgages, security interests, financing statements, or other claims or encumbrances as to the Subject Properties.

II.

Assignor hereby assumes and agrees to pay and perform and discharge all obligations attributable to the interest conveyed by Assignor to Assignee in the Subject Properties prior to the effective date of this assignment. Assignee hereby assumes and agrees that it has rights to all revenues received on production, and to pay, perform and discharge all obligations attributable to the interests conveyed by Assignor to Assignee in the Subject Properties which are attributable after the effective date of this Agreement.

III. T

Assignor hereby agrees to execute any and all other instruments and/or documents necessary to give effect to the transfer of assignor's interests in the Subject Properties.

IV.

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

٧.

This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, and successors and assigns.

Page 3 of 10

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9503460 B-1197 P-727 03/16/95 12:15P PG 4 OF 10

IN WITNESS WHEREOF, this Assignment, Bill of Sale, and Conveyance has been executed and delivered on the date and year first above written, but effective December 31, 1994.

ASSIGNOR:

J.K. EDWARDS ASSOCIATES, INC.

• Kein The J.N. By: Edwards, President

ACKNOWLEDGEMENT

STATE OF COLORADO)

COUNTY OF DENVER)

This instrument was acknowledged before me this $\underline{\mathcal{S}}^{44}$ day of March, 1995, by J. Keith Edwards, President of J.K. Edwards Associates, Inc., a Colorado corporation on behalf of said corporation.

Notary

My commission expires: 19/95 ww LON 14

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Page 4 of 10

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9503460 B-1197 P-727 03/16/95 12:15P PG 5 OF 10

EXHIBIT "A"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance effective December 31, 1994, by and between Assignor and Assignee

LEASES AND LANDS FROM THE BASE OF THE FRUITLAND COAL FORMATION TO BASE OF THE PICTURED CLIFFS FORMATION

I. LEASES

(1) NM-23472 Lease No. United States of America February 1, 1975 Lessor: Lease Effective Date: Robert L. Bayless Township 26 North. Range 12 West. NMPM Section 7: Lots 3,4 (W/2SW) Section 18: Lots 1,2 (W/2NW) Containing 152.73 acres, more or less Original Lessee: Lease Description: County: San Juan New Mexico State: Chaco 1,2R Well: WI Being Conveyed by J.K. Edwards Associates, Inc. to Pendragon Resources L.P.: 75% (2) Lease No. NM-22046 United States of America Lessor: September 1, 1974 Lease Effective Date: Original Lessee: Judy Payne Township 26 North, Range 12 West, NMPM Section 7: E.2SW Section 18: E/2NW Lease Description: Containing 160.00 acres, more or less County: San Juan State: New Mexico Chaco 1,2R Well: WI Being Conveyed by J.K. Edwards Associates, Inc. to Pendragon Resources L.P.: 75% II. WELLS

LOCATION (SPACING)

Chaco No. 1

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Chaco No. 2R

T-26-N, R-12-W Sec. 18: SENW (NW)

T-26-N, R-12-W Sec.7: NESW (SW)

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Page 5 of 10

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EXHIBIT "A" (continued) Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance effective December 31, 1994, by and between Assignor and Assignee

LEASES AND LANDS FROM THE BASE OF THE FRUITLAND COAL FORMATION TO BASE OF THE PICTURED CLIFFS FORMATION

I. LEASES

(3)	· · · ·
Lease No.	SF-080238-A
Lessor:	United States of America
Lease Effective Date:	April 1, 1951
Original Lessee:	Beulah Morgan
Lease Description:	Township 26 North, Range 12 West, NMPM
•	Section 7: Lots 1,2 E/2NW
4	Section 26: North, Range 13 West, NMPM
	Section 1: SE
	Containing 316.10 acres, more or less
County:	San Juan
State:	New Mexico
Well:	Chaco 4, 5
WI Being Conveyed by J.K.	
Edwards Associates, Inc. to	
Pendragon Resources L.P.:	75%

II. WELLS

LOCATION (SPACING) T-26-N, R-12-W Sec. 7: NWNW (NW)

Chaco No. 4

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بها الاعتوام الإخاصيانة والصليم مماحا محمور بدروريا محبور

Chaco No. 5

T-26-N, R-13-W Sec. 1: SESE (SE)

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Page 6 of 10

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9503460 B-1197 P-727 03/16/95 12:15P PG 7 OF 10

EXHIBIT "A" (continued) Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance effective December 31, 1994, by and between Assignor and Assignee

LEASES AND LANDS FROM THE BASE OF THE FRUITLAND COAL FORMATION TO BASE OF THE PICTURED CLIFFS FORMATION

I. LEASES

(4)	r
Lease No.	SF-080238-A
Lessor:	United States of America
Lease Effective Date:	April 1, 1951
Original Lessee:	Beulah Morgan
Lease Description:	Township 26 North, Range 13 West, NMPM
-	Section 1: Lots 1,2, S/2NE, SW
	Containing 320.08 acres, more or less
County:	San Juan
State:	New Mexico
Well:	New Mexico Chaco 1-J, 2-J
WI Being Conveyed by J.K.	•
Edwards Associates, Inc. to	
Pendragon Resources L.P.:	75%

II. WELLS

Chaco Limited No. 1-J

Chaco Limited No. 2-J

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T-26-N, R-13-W Sec. 1: NESW (SW)

LOCATION (SPACING)

T-26-N, R-13-W Sec. 1: NWNE (NE)

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EXHIBIT "A" (continued) Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance effective December 31, 1994, by and between Assignor and Assignee

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LEASES AND LANDS FROM THE BASE OF THE FRUITLAND COAL FORMATION TO BASE OF THE PICTURED CLIFFS FORMATION

I. LEASES

Lease No. Lessor:	Fee Owen Harris, et al
Lease Effective Date:	August, 1958
Original Lessee:	Basin Company
Lease Description:	Township 29 North, Range 13 West, NMPM
	Section 18: SE
0	Containing 160.00 acres, more or less
County: State:	San Juan New Mexico
Well:	Fawkes No. 1
WI Being Conveyed by J.K.	
Edwards Associates, Inc. to	
Pendragon Resources L.P.:	75%
	II. WELL
•	LOCATION (SPACING)
Fawkes No. 1	T-29-N, R-13-W Sec. 18: NESE (SE)
	Sec. 10: MESE (SE)
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	Page 8 of 10
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EXHIBIT "A"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance effective December 31, 1994, by and between Assignor and Assignee.

LEASES AND LANDS FROM THE SURFACE OF THE EARTH TO BASE OF THE PICTURED CLIFFS FORMATION

I. LEASES

LOCATION (SPACING)

NM-308 Lease No.: United States of America Lessor: September 1, 1966 Raymond Chorney Lease Effective Date: Original Lessee: Township 26 North, Range 13 West, NMPM Section 5: Lot 3, S/2NW Containing 120.06 acres, more or less Lease Description: County: San Juan -New Mexico State: Kirby Federal No. 1 Well: WI Being Conveyed by J.K. Edwards Associates, Inc. to Pendragon Resources L.P.: 33.331 x 751 NM-0559974 Lease No.: United States of America Lessor: Lease Effective Date: June 1, 1966 Original Lessee: F.C. Grisby Township 26 North, Range 13 West, NMPM Lease Description: Section 5: Lot 4 Containing 40.08 acres, more or less San Juan New Mexico County: State: Kirby Federal No. 1 Well: WI Being Conveyed by J.K. Edwards Associates, Inc. to Pendragon Resources L.P.: 33.33% x 75% Lease No.: NM-11775 United States of America Lessor: June 1, 1970 Lease Effective Date: Original Lessee: Ruth Ross Township 26 North. Range 13 West.NMPM Section 4: Lots 1,2, S/2NB Containing 159.81 acres, more or less Lease Description: County: San Juan New Mexico State: Ross Federal No. 1 Well: WI Being Conveyed by J.K. Edwards Associates, Inc. to Pendragon Resources J.P.: 33.33% x 75% Page 9 of 10

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EXHIBIT "A" (continued)

IT. WELLS

Kirby Federal No. 1

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LOCATION (SPACING)

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Se	ec.	5:	NENW	(NW)			
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Ross Federal No. 1

T-26-N, R-13-W Sec. 4: NENE (NE)

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Page 10 of 10

(November 1990) DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT OMB NO. 1004-0034 Expires: July 31, 1992								
TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES Lease Serial No.								
LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.) Act for Acquired Lands of 1947 (30 U.S.C. 351-359) Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025) Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508) Type or print plainly in ink and sign in ink. PART A: TRANSFER PART A: TRANSFER J.K. Edwards & Associates, Inc.								
Type or print plainly in ink a	nd sign ir	n ink.	AP.	Ucolif	<u>, çe</u>			
PART A: TRANS	ER	_	BURNM	JANO9T	1,516			
1. Transferee (Sublessee)* J.K. Edwards & Associa Street City, State, ZIP Code 1400 *If more than one transferee, check here and list the name(s) and address(es) separate attached sheet of paper.			AM VI8	9110111111				
This transfer is for: (Check one) 🔀 Oil and Gas Lease, or 📋 Geotherm	al Lease							
Interest conveyed: (Check one or both, as appropriate) X Operating Rights (sublease)	Overriding I other simila	Royalty, pay ar interests o	ment out of r payments	production or			
2. This transfer (sublease) conveys the following interest: Land Description	Pe	rcent of Inter	est	Per	cent of			
Additional space on reverse, if needed. Do not submit documents or agreements other than	Owned	Conveyed	Retained	Overrid	ing Royalty lar Interests			
this form; such documents or agreements shall only be referenced herein.				Reserved	Previously reserved or conveyed			
aa	b 100 <i>0</i>	с 100%	d	e	f			
<u>'ownship 26 North, Range 13 West, NMPM</u> Section 1: Lots 1,2, S/2NE, SW	100% of 8/8ths	of 8/8ths	None	None	5% of 8/8ths			
Containing 320.08 acres, more or less San Juan County, New Mexico								
Limited from the base of the Fruitland Coal formation to the base of the Pictured Cliffs formation.								
а.			i .	•				
					-			
FOR BLM USE ONLY- DO NOT WRI	TE BELOW	THIS LINE -	wy the second	Set a constant the state;				
THE UNITED STATES OF	AMERICA							
This transfer is approved solely for administrative purposes. Approval does not we title to this lease.	arrant that e	ither party to	this transfe	er holds legal	or equitable			
ransfer approved effective FEB - 1 1995								
By		e Mainter	nance Ur	nit APR				
(Authorized Officer)		Fitle)		6+90				

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Part A	(Continued):	ADDITIONAL SPACE fc	nes and addresses of additional transferees in Item No	if needed, or for Land Description in Item No. 2. if	
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PART B: CERTIFICATION AND REQUEST FOR APPROVAL

- 1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
- 2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the ansfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is in compliance with is lamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of ...ec. 41 of the Mineral Leasing Act.
- 3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the stat	tements made herein	by me are true,	complete, and correc	ct to the best of my knowledge and belief and are made in good faith.
Executed this	day	of	, 19	_ Executed this 14 th day of December 1994 J.K. Edwards + Associates, Inc.
Name of Transferor	*See attachmen	t		J.K. Edwards + Associates, Inc.
	Ple	ase type or print	t	
Transferor			. <u></u>	Transferee
a	(Signature)			or (Signature)
Attorney-in-fact				Attorney-in-fact
	(Signati	ne)		(Signature)
	(Transfero	r's Address)		
.	(City)	(State)	(Zip Code)	-
 (BURDEN HOU	RS STATEMENT
and completing and a of Land Managemen	reviewing the form. I	of Clearance Off	regarding the burden e ficer, (WO-771), 18 a	onse, including the time for reviewing instructions, gathering and maintaining data, estimate or any other aspect of this form to U.S. Department of the Interior, Bureau nd C Streets, N.W., Washington, D.C. 20240, and the Office of Management and
Title 18 U.S.C. Sec. fraudulent statements	1001 makes it a crime s or representations as	for any person k to any matter wi	cnowingly and willfull thin its jurisdiction.	y to make to any Department or agency of the United States any false, fictitious or

TRANSFERORS:

J Gregory Merrion (11.25%)

Pite V. Merrin

Chaco Ltd. 1-J. 2-J

Rita V. Merrion, his wife

P.O. Box 840 Farmington, NM 87499-0840

J. GREGORY MERRION AND RITA V. MERRION REVOCABLE TRUST

By

J. Gregory Merrion, Trustee

Bayless (11.25%

Robert L. Bayless (11.25%) P.O. Box 168 Farmington, NM 87499-0168

Merle L. Ellsaesser (1%) 2501 West Broadway Bloomfield, NM 87413

Steven S. Dunn (.75%) 3100 Western Ave. Farmington, NM 87401

MERRION OIL & GAS CORPORATION

<u>Hernice M. Baylors</u> Bernice M. Bayless, his wife

//Jo Anne Ellsaesser, his wife

Melinda A. Dunn, his wife

ATTEST:

resperso Bv:

T. Greg Merrion, President (75.75%) P.O. Box 840 Farmington, NM 87499-0840

BV

Michael K. Merribn, Secretary

STATE OF NEW MEXICO)

COUNTY OF SAN JUAN)

This instrument was acknowledged before me this 202 day of December, 1994, by • J. Gregory Merrion, Trustee of the J. Gregory Merrion and Rita V. Merrion Revocable Trust, on behalf of said Trust.

My commission expires:

Willin Lotary Public

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STATE OF NEW MEXICO)

COUNTY OF SAN JUAN)

This instrument was acknowledged before me this <u>200</u> day of December, 1994, by T. Greg Merrion, President of Merrion Oil & Gas Corporation, a New Mexico corporation, on behalf of said corporation.

My commission expires:

Williams Notary Public

2-77-C

STATE OF NEW MEXICO) § COUNTY OF SAN JUAN)

Before me, a notary public, on this ______ day of December, 1994, personally appeared Robert L. Bayless and Bernice M. Bayless, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged that they executed the same as their free and voluntary act and deed.

My commission expires:

タリつい

Notary Public

STATE OF NEW MEXICO) § COUNTY OF SAN JUAN)

Before me, a notary public, on this <u>lott</u> day of December, 1994, personally appeared Merle L. Ellsaesser and Jo Anne Ellsaesser, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged that they executed the same as their free and voluntary act and deed.

My commission expires:

William ry Public

STATE OF NEW MEXICO) § COUNTY OF SAN JUAN)

Before me, a notary public, on this $\underline{540}$ day of December, 1994, personally appeared Steven S. Dunn and Melinda A. Dunn, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and

My commission expires:

6-27-9

v Public

(Corporate)

acknowledged that they executed the same as their free and voluntary act and deed.

STATE OF COUNTY OF

This instrument was acknowledged before me this 14th day of December, 1994, by Don Poe_____, Attorney-In-Fact____ of J.K. Edwards & Associatesa ______ Coloraclo____ corporation, on behalf of said copporation.

My commission expires:

Notary Public

SHARON KAYE JAYNES Notary Public, State of Texas My Commission Expires April 9, 1998

§

A 3000-3a Avember 1990) RECEIVED UNITED STATE DEPARTMENT OF THE BUREAU OF LAND MAN	INTERIOR			FORM AP	1004-0034				
BUR. OF LAND MGMT. TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A									
N.M.S.O. SANTA FE LEASE FOR OIL AND GAS OR GEOT	N.M.S.O. SANTA FE LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES								
NOV 1 5 1993	18C 191 At	reg \	5	SF-080238	-A				
$7_{18_{19_{10_{11_{12}1_{12}3_{14_{15_{16}}}}}}$ Act for Acquired Lands of 1947 (30 Geothermal Steam Act of 1970 (30	$\begin{array}{c} \textbf{M} & \textbf{M} \\ \textbf{T}_{1} \textbf{S}_{2} \textbf{S}_{1} $								
Type or print plainly in ink a	and sign ir	n ink.							
PART A: TRANS	FER								
1. Transferee (Sublessee)*Maralex Resources, Inc.Street410 17th Street, Suite 220City, State, ZIP CodeDenver, CO 80202									
*If more than one transferee, check here i and list the name(s) and address(exparate attached sheet of paper.	s) of all addi	tional transfe	rees on the	reverse of this	form or on a				
This transfer is for: (Check one) 🔀 Oil and Gas Lease, or 📋 Geotherm	al Lease								
Interest conveyed: (Check one or both, as appropriate) X Operating Rights (sublease)] Sherising	R9Xaltes Ba	arpent net of	production or				
2. This transfer (sublease) conveys the following interest:									
Land Description		ercent of Inter		- Overrid	cent of ing Royalty				
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained		ar Interests				
a	ь	c	d	Reserved	Previously reserved or conveyed f				
Township 26 North, Range 13 West, NMPM	100%	100%	-0-	5.00%	5.00%				
Section 1: Lots 3,4, S/2NW, SE Section 10: S/2	of 8/8ths	of 8/8ths		of 8/8ths	of 8/8ths				
Section 12: NE									
<u>Township 26 North, Range 12 West, NMPM</u> Section 6: Lots 6,7, E/2SW									
Section 7: Lots 1,2, E/2NW	1				· ·				
Containing 1111.86 acres, more or less San Juan County, New Mexico									
Operating Rights from the surface of the earth to the base of the Fruitland (Coal-Gas) Formation, subject to the									
terms and provisions of that certain Farmout Agreement,					ļ				
dated December 7, 1992, by and between Merrion Oil & Gas et als, Robert L. Bayless, Pitco Production Co., and			ļ		•				
Maralex Resources, Inc.					· ·				
د می میشوند. در می می می ورون می از مینود در این از این از این این از این این از این در در این در در این در در									
FOR BLM USE ONLY - DO NOT WR	ITE BELOW	THIS LINE	1	EVI					
THE UNITED STATES OF	FAMERICA				NT				
This transfer is approved solely for administrative purposes. Approval does not v ie to this lease.	warrant that (either party t	o this	00	e				
Transfer approved effective DEC 0 1 1993									
	-								
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	hief. Leas	se Mainte	nance L	Inft JAN	2 1 1994				

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

- 1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
- 2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b)Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act. sec. 41 of the Mineral Leasing Act.
- 3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described hetein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this	day of		Executed this	day of 19 <u>7</u> 3
Name of Transferor*See at	achment. Please type or prir	it	MARALEX	RESOURCES, INC.
Transferor ot Attomey-in-fact	(Signature) (Signature)		or Attorney-in-fact	(Signature) ider A. Ritchen (Signature)
(Tr (City)	ansferor's Address) (State)	(Zip Code)	(Enn	Her A. Ritcher
		BURDEN HOUR	S STATEMENT	<u></u>
and completing and reviewing the of Land Management, (Alternate) Badget, Paperwork Reduction Proj	form. Direct comments Bureau of Clearance O art (1004-003-1), Washi	regarding the burden es fficer, (WO-771), 18 an agton, D.C. 20503.	timate or any other aspect of this form I C Streets, N.W., Washington, D.C.	structions, gathering and maintaining data, to U.S. Department of the Interior, Bureau 20240, and the Office of Management and
Title 18 U.S.C. Sec. 1903 makes it fraudulent statements or representa	* crime for any person tions as to any mathematic	knowingly and willfully ithin its jurisdiction.	to make to any Department or agency	of the United States any false, fictitious or
	193			*U.S. GPO: 1990 - 573-016/26030

E

Transferors:

Robert L. Bayless (45%) P.O. Box 168 Farmington, NM 87499-0168

Bernice M. Bayless, his whe

ener

Rita V. Merrion, his wife

J. Gregory Merrion (45%) P.O. Box 840 Farmington, NM 87499-0840

Merle L. Ellsaesser (4%) 2501 W. Broadway Bloomfield, NM 87413

James M. Johnson (3%) 1909 Cliffside Drive Farmington, NM 87401

Steven S. Dunn (3%) 8100 Western Avenue Farmington, NM 87401

Anne Ellisanser his wife

Jo Anne Ellsaesser

Patty Johnson, his wife

Junn

Melinda Dunn, his wife

Attached to and made a set of that certain Transfer of serating Rights for lease SF-080238-A

J. GREGORY MERRION AND RITA V. MERRION REVOCABLE TRUST

21110 By Gregory Merrion, Trustee

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Form 3000-3a (November 199.?) UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT FORM APPROVED OMB NO. 1004-0034 Expires: July 31, 1992								
LEASE FOR OIL AND GAS OR GEOT		case Serial N	10.					
T. OF LAND MAGNIN N.M.S.O. SANTAFE NOV 15 1993 Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.) Act for Acquired Lands of 1947 (30 U.S.C. 351-359) Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025) Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025) Capital 12/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2/2/								
Type or print plainly in ink a	Ind sign ir	n ink.	I		·····			
PART A: TRANS 1. Transferee (Sublessee)* Maralex Resources, Inc. Street 410 17th Street, Suite 220 City, State, ZIP Code Denver, CO 80202 *If more than one transferee, check here and list the name(s) and address(e		ional transfe	rees on the r	everse of this	form or on a			
separate attached sheet of paper.								
This transfer is for: (Check one) 🔀 Oil and Gas Lease, or 🗌 Geotherm								
Interest conveyed: (Check one or both, as appropriate) 🔀 Operating Rights (sublease)	1 Sherisina	Roxaltes Ba	st states and stat	production or			
2. This transfer (sublease) conveys the following interest: Land Description	Pe	rcent of Inter		Per	cent of			
Additional space on reverse, if needed. Do not submit documents or agreements other than	Owned			Overrid	ing Royalty ar Interests			
this form; such documents or agreements shall only be referenced herein.				Reserved	Previously reserved or conveyed			
â	b	c	d	e	f			
Township 26 North. Range 13 West. NMPM Section 12: NWTownship 26 North. Range 12 West. NMPM Section 6: Lots 3,4,5, SENW Containing 314.38 acres, more or less San Juan County, New MexicoOperating Rights from the surface of the earth to the base of the Fruitland (Coal-Gas) Formation, subject to the terms and provisions of that certain Farmout Agreement, dated December 7, 1992, by and between Merrion Oil & Gas et als, Robert L. Bayless, Pitco Production Co., and Maralex Resources, Inc.	100% of 8/8ths	100% of 8/8ths	-0-	5.00% of 8/8ths	5.00% of 8/8ths			
FOR BLM USE ONLY - DO NOT WR	TE BELOW	THIS LINE			**************************************			
THE UNITED STATES OF								
This transfer is approved solely for administrative purposes. Approval does not w		ither party to	o this transf	er holds legal	or equitable			
Iransfer approved effective DEC 0 1 1993			 					
4)3			· · · · · · · · · · · · · · · · · · ·					

		4) 7		
Rv.	Angela Trujillo	· · ·	Chief, Lease Maintenance Unit	JAN 2 1 1994
<i></i>	(Authorized Officer))	(Title)	(Date)

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2, if nceded.

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PART B: CERTIFICATION AND REQUEST FOR APPROVAL

- 1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
- 2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b)Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in provide the binner of the same state, and the same state of the same stat accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties bolding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Act; (e) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.
- 3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this	day of	, 19	Executed this $546 \text{ day of } NOV1 19_3$
Name of Transferor _	*See attachment. Please type or prin	t	MARALEX RESOURCES, INC.
Cr Cr Attorney-in-fact	(Signature) (Signature) (Transferor's Address)	·	Attorney-in-fact <u>Allight Chitchen</u> Signature) (Signature) (Signature) (Signature)
(0	City) (State)	(Zip Code)	- 121
		BURDEN HOUR	IS STATEMENT
of Land Management,	viewing the form. Direct comments	regarding the burden e ficer. (WO-771), 18 ar	nse, including the time for reviewing instructions, gathering and maintaining data, stimate or any other aspect of this form to U.S. Department of the Interior, Bureau ad C Streets, N.W., Washington, D.C. 20240, and the Office of Management and
Tifle 18 U.S.C. Sec. H framulent statements of	or representations as to any matter w	knowingl y sa ct willfully ithin its jurisdiction.	to make to any Department or agency of the United States any false, fictitious or

Transferors:

Robert L. Bayless (12.5%) P.O.480x 168 Farmington, NM 87499-0168

lencon

Bernice M. Bayless, his wife

J. Gregory Merrion (12.5%)

Rita V. Merrion, his wife

4

P.O. Box 840 Farmington, NM 87499-0840

MERRION OIL & GAS CORPORATION

Nerran By:

T. Greg Merrion, President (75%) P.O. Box 840 Farmington, NM 87499-0840

Form 3000-38 (November 1990)	UNITED STAT DEPARTMENT OF THE BUREAU OF LAND MAN	INTERIOR			FORM AP OMB NO. 1 Expires: Jul	004-0034
BUR. OF LAND MGMT. N.M.S.O. SANTA FE NOV 1 5 1993	RANSFER OF OPERATING RIGH SE FOR OIL AND GAS OR GEO Mineral Leasing Act of 1920 (30 I Act for Acquired Lands of 1947 (3 Geothermal Steam Act of 1970 (30 nent of the Interior Appropriations Act, F	THERMAL J.S.C. 181 et 0 U.S.C. 351 U.S.C. 1001-	RESOURC seq.) -359) 1025)	ES	Lease Serial N NM-22046	
	Type or print plainly in ink	and sign ir	n ink.		· · ·	<u> </u>
• • • • • • • • • • • • • • • • • • •	PART A: TRANS					
Street 410 17	ex Resources, Inc. th Street, Suite 220 r, CO 80202					
•If more than one transferee, check h separate attached sheet of paper. This transfer is for: (<i>Check one</i>) [X	ere [] and list the name(s) and address(lional transfer	rees on the	e reverse of this	form or on a
	th, as appropriate) X Operating Rights		Querriding	Roxalty-R	aymentoutof	production or
2. This transfer (sublease) conveys the i				at intereste	s or payments	·
Land De	escription	Pe	ercent of Inter	rest		cent of ing Royalty
Additional space on reverse, if needed. Do n this form; such documents or agreements sha	ot submit documents or agreements other than Il only be referenced herein.	Owned	Conveyed	Retained	d or Simil	ar Interests Previously
	8	b	с	d	c	reserved or conveyed f
Township 26 North, Range Section 7: E/2SW Containing 80.00 acres, mor San Juan County, New Mex	re or less	100% of 8/8ths	100% of 8/8ths	-0-	5.00 <i>%</i> of 8/8ths	5.00% of 8/8ths
terms and provisions of that	Formation, subject to the certain Farmout Agreement, and between Merrion Oil &					
. tuyu ta na aka aka aka aka aka	, <u></u>		<u>-</u> -			·
	FOR BLM USE ONLY - DO NOT WR	ITE BELOW	THIS LINE			
	THE UNITED STATES O					
	inistrative purposes. Approval does not		either party to	o this tran	sfer holds legal	or equitable
to this lease.	0 1 1993		•.			38

Part A	(Continued): ADDITIONAL SPACE for Names and addresses of additional training addresses addresses of additional training addresses addresses of additional training addresses	tional transferees in Item No. 1, if needed, or for Land Description		
				entry i stat
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(3FC 17 - 1434			
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	· ·			

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

- 1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
- 2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b)Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas logs options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.
- 3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith

Name of Transferor	Please type or pri		_	$\frac{154}{\text{day of } 100.}$
Transferor T. Greg Merrion, Press or Attorney-in-fact	Merin	in	_ Transferee	Quinishin Q. DiFAhan
Post Office Box 840	(Signature) feror's Address)			(Signature) (Signature) (Signature)
<u>Farmington</u> (City)	NM (State)	87499 (Zip Code)	- 231	39
		BURDEN HOU	RS STATEMENT	
and completing and reviewing the form	1. Direct comments cau of Clearance O	s regarding the burden of the burden of the second se	stimate or any other a	ne for reviewing instructions, gathering and maintaining data, aspect of this form to U.S. Department of the Interior, Bureau Washington, D.C. 20240, and the Office of Management and

fraudulent statements or representations as to any matter ""thin its jurisdiction.

Form 3630-3a (November 1990) UNITED STATE DEPARTMENT OF THE I BUREAU OF LAND MAN	NTERIOR	, (,	Martin States - T	FORM API OMB NO. 1 Expires: Jul	004-0034
RECEIVED TRANSFER OF OPERATING RIGH	rs (SUBL	EASE) IN A	<u>م</u> [_		
ILIR OF LAND MGMTLEASE FOR OIL AND GAS OF GEOT	HERMAL	RESOURC	ES	Lease Serial N	0.
N.M.S.O. SANTA FE				NM NM-23	472
NOV 1 5 1995 Act for Acquired Lands of 1947 (30	U.S.C. 351	359)			
Tision 1111211121121314 Department of the Interior Appropriations Act, Fis	cal Year 198	1025) 81 (42 U.S.C.	6508)		
Type or print plainly in ink a	nd sign ir	ink.	J		
PART A: TRANSF	ER			<u></u>	
1. Transferee (Sublessee)*Maralex Resources, Inc.Street410 17th Street, Suite 220City, State, ZIP CodeDenver, CO 80202				•	
*If more than one transferee, check here and list the name(s) and address(es separate attached sheet of paper.) of all addit	ional transfe	rees on the	reverse of this	form or on a
This transfer is for: (Check one) 🔀 Oil and Gas Lease, or 🗌 Geotherma	i Lease				
Interest conveyed: (Check one or both, as appropriate) I Operating Rights (s	ublease)	Overriding other simila	Royalty, pa ar interests	ayment out of j or payments	production or
2. This transfer (sublease) conveys the following interest: Land Description	De	rcent of Inter		Per	cent of
	Owned	Conveyed	Retained	Overrid	ing Royalty
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Realined	Reserved	ar Interests Previously reserved
a	<u> </u>	с	d	c	or conveyed f
Township 26 North, Range 12 West, NMPM Section 7: Lots 3,4	100% of 8/8ths	100% of 8/8ths	-0-	10% of 8/8ths	None
Containing 76.30 acres, more or less San Juan County, New Mexico					
Operating Rights from the surface of the earth to the base of the Fruitland (Coal-Gas) Formation, subject to the terms and provisions of that certain Farmout Agreement dated December 7, 1992, by and between Merrion Oil & Gas et als, Robert L. Bayless, Pitco Production Co., and Maralex Resources, Inc.					
-					
				at and	
FOR BLM USE ONLY - DO NOT WRI	TE BELOW	THIS LINE			
THE UNITED STATES OF	AMERICA				
This transfer is approved solely for administrative purposes. Approval does not w le to this lease.	arrant that e	ither party t	o this trans	fer holds legal	or equitable
V Transfer approved effective DEC 0 1 1993		·			
				·····	_/1
Angela Trujillo GTI C		se Mainte	nance	Unit JAN	2 1 1994
(Authorized Officer)	(Title)	_	(Date	*)

Part A (Continued): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

Angela Trujdlo

CERAL I MAR MARGANANA CHIR - ANA P. I. 1936

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PART B: CERTIFICATION AND REQUEST FOR APPROVAL

- 1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
- 2 Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b)Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.
- 3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described berein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

	·		Executed this day of NOV 19_93
Name of Transferor*S	ce attachment Please type or print	<u> </u>	- MARALEX RESOURCES, INC.
Or Attorney-in-fact	(Signature) (Signature)	and a gradient of the second	or Attorney-in-fact <u><i>Pliniply</i></u> <i>Envirey</i> <i>Signature</i> <i>Signature</i> <i>Ritcher</i>
(City)	(Transferor's Address) (State)	(Zip Code)	. 22
		BURDEN HOUF	IS STATEMENT
and completing and review of Land Management, (Ait Budget, Paperwork Reducti	ing the form. Direct comments re emate) Bureau of Clearance Offi ion Project (1004-0034), Washing	egarding the burden e cer, (WO-771), 18 au gton, D.C. 20503.	nse, including the time for reviewing instructions, gathering and maintaining data, stimate or any other aspect of this form to U.S. Department of the Interior, Bureau ad C. Streets, N.W., Washington, D.C. 20240, and the Office of Management and

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or frudulent strements or representations as to any matter within its jurisdiction.

Transferors:

Ropert L. Bayless (45%) P.O. Box 168 Farmington, NM 87499-0168

J. Gregory Merrion (45%) P.O. Box 840 Farmington, NM 87499-0840

falls

Merle L. Ellsaesser (4%) 2501 W. Broadway Bloomfield, NM 87413

James M. Johnson (3%) 1909 Cliffside Drive Farmington, NM 87401

Steven S. Dunn (3%) 3100 Western Avenue Farmington, NM 87401

Bernice M. Bayless, his wife

ita U. Merrin

Rita V. Merrion, his wife

ne Ellisaccor , his wife

Jo Anne Ellsaesser

Patty Johnson, his wife

Melinda Dunn, his wife

Attached to and made a part of that certain Transfer of Operating Rights form for NM-23472.

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J. GREGORY MERRION AND RITA V. **MERRION REVOCABLE TRUST**

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By: 1.00 J. Gregory Merrion, Trustee

Form 3000-3a (November 1990)

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

FORM APPROVED OMB NO. 1004-0034 Expires: July 31, 1992

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

Lease Serial No.

SF-080238-A

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.) Act for Acquired Lands of 1947 (30 U.S.C. 351-359) Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025) Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Type or print plainly in ink and sign in ink.

		PART A:	TRANSFER
1.	Transferee (Sublessee)* Street	Maralex Resources, Inc. 410 17th Street, Suite 220	

This tenne for (... Lines) and the fallowing

City, State, ZIP Code Denver, CO 80202

*If more than one transferee, check here i and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: (Check one) 🔀 Oil and Gas Lease, or 🔲 Geothermal Lease

Interest conveyed: (Check one or both, as appropriate) 🕅 Operating Rights (sublease) 🗌 Overriging Royalty, payment out of production or

Land Description	Percent of Interest		rest	Percent of	
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Retained		ing Royalty lar Interests
a	ь	с	đ	Reserved	Previously reserved or conveyed f
Township 26 North. Range 13 West. NMPM Section 1: Lots 1,2, S/2NE, SW Containing 320.08 acres, more or less San Juan County, New Mexico Operating Rights from the surface of the earth to the base of the Fruitland (Coal-Gas) Formation, subject to the terms and provisions of that certain Farmout Agreement, dated December 7, 1992, by and between Merrion Oil & Gas et als, Robert L. Bayless, Pitco Production Co., and Maralex Resources, Inc.	100% of 8/8ths	100% of 8/8ths	-0-	5.00% of 8/8ths	5.00% of 8/8ths

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE -

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

Transfer approved effective

DEC 0 1 1993

By	alo Daviello	C C
	(Authorized Officer)	

nief, Lease Maintenance Unit	JAN 2	1	1	M
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(Title)

(Date)

Attached to and made a part of that certain Transfer of Operating Rights for lease SF-080238-A J. GREGORY MERRION AND RITA V.

MERRION REVOCABLE TRUST

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By Merrion, Trustee

And the second s

Transferors:

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Robert L. Bayless (11.25%) P.O. Box 168 Farmington, NM 87499-0168

J. Gregory Merkion (11.25%) P.O. Box 840 Farmington, NM 87499-0840

Merle L. Ellsaesser (1%) 2501 W. Broadway Bloomfield, NM 87413

James M. Johnson (.75%) 1909 Cliffside Drive Farmington, NM 87401

Steven S. Dunn (.75%) 3100 Western Avenue Farmington, NM 87401

MERRION OIL & GAS CORPORATION

WOV 1.ynerner Bv:

T. Greg Merrion (75%) P.O. Box 840 Farmington, NM 87499-0840

Bernice M. Bayless, his wife

herron

Rita V. Merrion, his

<u>- C/L</u> , his wife

Jo Anne Ellsaesser

Patt Johnson This wife

Melinda Dunn, his wife

Form 3000-31 (November 1990)

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UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES

FORM APPROVED OMB NO. 1004-0034 Expires: July 31, 1992

Lease Serial No.

SF-080238A

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.) Act for Acquired Lands of 1947 (30 U.S.C. 351-359) Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025) Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

Type or print plainly in ink and sign in ink.

1. Transferee (Sublessee)* Street City, State, ZIP Code

PART A: TRANSFER

BWAB, L.L.C. (7%) 475 Seventeenth Street, Suite 1600 Denver, Colorado 80202

*If more than one transferee, check here 🖾 and list the name(s) and address(es) of all additional transferees on the reverse of this form or on a separate attached sheet of paper.

This transfer is for: (Check one) 🛛 Oil and Gas Lease, or 🔲 Geothermat Lease Interest conveyed: (Check one or both, as appropriate) 🖾 Operating Rights (sublease) 🗆 Overriding Royalty, payment out of production or other

*

similar interests or payments

Land Description		Percent of Interest			Percent of		
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.		Conveyed	Retained	Overriding Royalty or Similar Interests			
a	Ь	c	đ	Reserved	Previously reserved or conveyed f		
nip 26 North, Range 12 West, NMPM on 6: Lots 3, 4, 5, 6, 7, E/2 SW/4, SE/4 NW/4 on 7: Lots 1, 2, E/2 NW/4	* 82.25	* 81.75	* .50	-0-	See prior reservation of record		
nip 26 North, Range 13 West, NMPM on 1: Lots 1, 2, 3, 4, S/2 N/2, S/2 on 12: N/2							
ining 1,426.32 acres, more or less Lan County, New Mexico							
the surface of the earth to the base of the land (Coal-Gas) Formation	* See	attached	Schedule	A			
•							
Land (Coal-Gas) Formation							

FOR BLM USE ONLY-DO NOT WRITE BELOW THIS LINE

THE UNITED STATES OF AMERICA

This transfer is approved solely for administrative purposes. Approval does not warrant that either party to this transfer holds legal or equitable title to this lease. OCT 0 1 1005 /

Transfer approved effective	Vul v · 13504
By C C I I I	udreph
(Authorized C	Officer)

LAND LAW ASSISTANT	
FLUIDS ADJUDICATION TE	AM

NOV 0:4

(Title)

(Date) .

1 Journauly. AULITONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed.

Whiting Petroleum Corporation (93% 1700 Broadway, Suite 2300 Denver, Colorado 80290

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

- 1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above,
- 2. Transferee certifies as follows: (a) Transferee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246.080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or \$1,200 acres in any one State if this is a gothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (c) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.
- ² Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (%) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this		_ day of	. 19	Execu
Name of Transfer	or <u>SEE AT</u>	TACHED LIST Please type or	OF TRANSFERORS	BWAI
Transferor or		(Signature)		Trans
Attorney-in-fact _	<u></u> :	(Signature)		WHI
	(Tra	nsferor's Address)		WITL.
	(City)	(State)	(Zip Code)	Tra
			BURDEN HO	URS STA

(Signature)

WHITING PETROLEUM CORPORATION

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BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 30 minutes per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land inagement, (Alternate) Bureau Clearance Officer, (WO-771), 18 and C Streets, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork duction Project (1004-0034), Washington, D.C. 20503.

Tille 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

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	Pe	Percent of Interest	rest	Perc Overridi or Simila	Percent of Overriding Royalty or Similar Interests
TRANSFERORS	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
					See prior reservations
Gordy Gas Corporation	38.50	38.50	-0-	-0-	of record
Petrosakh U.S.A.	20.00	20.00	-0-	-0-	
JGF, Inc.	12.00	12.00	- <mark>0</mark> -	-0-	
Donald G. Parsons	3.00	3.00	-þ	-0-	
K-Par Partners	3.00	3.00	-0-	-0-	-
Steven T. Wolf	2.50	2.50	-0-	-0-	•
James B. Fullerton	1.00	1.00	-0-	-0-	
George B. Broome	1.00	1.00	-0-	-0-	
Adelante Oil & Gas, L.L.C.	1.00	.50	.50	-0-	
Robert W. Allen & Debra G. Allen	.25	.25	-0-	÷	
TOTAL	82.25	81.75	.50	-0-	

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SCHEDULE A

LEASE SERIAL NO. SF-080238A

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This Assignment may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

Executed this 7th day of September	, 1995, but effective as of May 1, 1995
Gordy Gas Corporation 811 Dallas, Suite 1505 Houston, Texas 77002	
By: Russell D. Gordy, President	
Executed this day of	, 1995, but effective as of May 1, 1995
Petrosakh U.S.A. 400 North St. Paul, Suite 400 Dallas, Texas 75201	
By: Mark McKinley, President	
Executed this day of	, 1995, but effective as of May 1, 1995
JGF, Inc. 1331 Lamar, Suite 1065 Houston, Texas 77010	
By: James G. Floyd, President	
and a second	

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This Assignment may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

Executed this	day of	, 1995, but effective as of May 1, 1995
Gordy Gas Corpora 811 Dallas, Suite 15 Houston, Texas 770	05	
By:Russell D. G	ordy, President	
Executed this	day ofSeptember	, 1995, but effective as of May 1, 1995
Petrosakh U.S.A. 400 North St. Paul, Dallas, Texas 7520 By: <u>A</u> Mark McKin		
Executed this	day of	, 1995, but effective as of May 1, 1995
JGF, Inc. 1331 Lamar, Suite 1 Houston, Texas 77		
By: James G. Flo	oyd, President	,,,,,,
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This Assignment may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

Executed this	day of	, 1995, but effective as of May 1, 1995
Gordy Gas Corpor 811 Dallas, Suite 1 Houston, Texas 77	1505	
Ву:	Gordy, President	
Russell D.	Gordy, President	
	·	
Executed this	day of	, 1995, but effective as of May 1, 1995
Petrosakh U.S.A. 400 North St. Paul Dallas, Texas 752		
Bv:		•••
By: Mark McKi	inley, President	
Executed this 6	day of <u>Septemb</u>	er, 1995, but effective as of May 1, 1995
JGF, Inc.		
1331 Lamar, Suite Houston/Texas 7		
By: Attal.	Apple	
James G. F	loyd, President	

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TRANSFERORS Page 2	
	, 1995, but effective as of May 1, 1995
Donald G. Parsons 223 Oakdene Road Barrington, Illinois 60010	
By: Donald G. Parsons	
By: <u>Arlene W. Parsons</u> Arlene Parsons (Spouse)	
	· · · · · · · · · · · · · · · · · · ·
Executed this day of	, 1995, but effective as of May 1, 1995
K-Par Partners 223 Oakdene Road Barrington, Illinois 60010	
By: Donald G. Parsons	
Executed this day of	_, 1995, but effective as of May 1, 1995
Steven T. Wolf 400 North St. Paul, Suite 400 Dallas, Texas 75201	• <u>,</u>
By: Steven T. Wolf	

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Executed this _____ day of _____, 1995, but effective as of May 1, 1995 Donald G. Parsons 223 Oakdene Road Barrington, Illinois 60010 By:_ Donald G. Parsons By:_ Arlene Parsons (Spouse) day of , 1995, but effective as of May 1, 1995 Executed this C **K-Par Partners** 223 Oakdene Road Barrington, Illinois 60010 B_\ Donald G. Parsons Executed this _____ day of _____, 1995, but effective as of May 1, 1995 Steven T. Wolf 400 North St. Paul, Suite 400 Dallas, Texas 75201

and the second of the second second

By:_

Steven T. Wolf

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, 1995, but effective as of May 1, 1995
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, 1995, but effective as of May 1, 1995
when, 1995, but effective as of May 1, 1995

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TRANSFERORS Page 3
Executed this 6 day of 2008.
James B. Fullerton 1645 Court Place, Suite 406 Denver, Colorado 80202
By: DAMO B. & MANATA Vames B. Fullerton
By: Barbara A Julles ton Barbara A. Fullertop (Spouse)

____, 1995, but effective as of May 1, 1995

and the second second

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

George B. Broome 409 St. Michaels Drive Santa Fe, New Mexico 87504

By:

George B. Broome

By:___

Diane Broome (Spouse)

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

Adelante Oil & Gas, L.L.C. P.O. Box 2471 Durango, Colorado 81301

By:

Michael J. Finney, Managing Director

•,

Executed this day of	_, 1995, but effective as of May 1, 1995
James B. Fullerton 1645 Court Place, Suite 406 Denver, Colorado 80202	
By: James B. Fullerton	
By:Barbara A. Fullerton (Spouse)	
Executed this 7th day of September	, 1995, but effective as of May 1, 1995
George B. Broome 409 St. Michaels Drive Santa Fe, New Mexico 87504	
By: <u>George B. Broome</u>	
By: June M. proone) Diane Broome (Spouse)	
•	
Executed this day of	_, 1995, but effective as of May 1, 1995
Adelante Oil & Gas, L.L.C. P.O. Box 2471 Durango, Colorado 81301	

.

By:_

Michael J. Finney, Managing Director

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Executed this _____ day of _____, 1995, but effective as of May 1, 1995

James B. Fullerton 1645 Court Place, Suite 406 Denver, Colorado 80202

By:__

•,

James B. Fullerton

By:_

Barbara A. Fullerton (Spouse)

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

George B. Broome 409 St. Michaels Drive Santa Fe, New Mexico 87504

By:

George B. Broome

By:

Diane Broome (Spouse)

Executed this ______ day of ______, 1995, but effective as of May 1, 1995

Adelante Oil & Gas, L.L.C. P.O. Box 2471 Durango, Colorado 81301

By: Michael J. Finney, Managing Director

Executed this <u>(</u>^H day of <u>Splenka</u>, 1995, but effective as of May 1, 1995 Robert W. Allen & Debra G. Allen 72 Silver Mountain Lane Durango, Colorado 81301 . Robert W. Allen By: Ву:___ Debra G. Allen Executed this -----day of -, 1995, but effective as of May 1, 1995 John Wilson 13400 County Road 120 Hesperus, Colorado 81326 By: John Wilson

engen er er

(November 1990) DEPAR BUREA		NCV		PROVED 1004-0034 ily 31, 1992		
	TRANSFER OF OPERATING RIGHTS (SUBLEASE) IN A LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES					
Act for Acqui	ing Act of 1920 (30 U red Lands of 1947 (30 cam Act of 1970 (30 Appropriations Act, Fi	0 U.S.C. 351 U.S.C. 1001-	-359) -1025)	. 6508)	NM-22	046
Type or pri	nt plainly in ink a	and sign in	i lnk.			
 Transferee (Sublessee)* Street City, State, ZIP Code *If more than one transferee, check here 🖾 and list the name separate attached sheet of paper. This transfer is for: (Check one) 🖾 Oil and Gas Lease, or 	treet, Suite 1 80202 s(s) and address(es) of Geothermal Lease	.600 all additiona				
Interest conveyed: (Check one or both, as appropriate)	Operating Rights (sub	lease) 🗆 Ov sin	verriding Roy nilar interest	alty, paymer s or payment	nt out of pro	duction or othe
2. This transfer (sublease) conveys the following interest:	•	· · · · · · · · · · · · · · · · · · ·				
Land Description Additional space on reverse, if needed. Do not submit documents or	agreements other than	Pe Owned	Conveyed	Retained	Overri	rcent of ding Royalty
this form; such documents or agreements shall only be referenced he					Reserved	ilar Interests Previously reserved or conveyed
8		ь	c	b	e	f
nship 26 North, Range 12 West, NMP Section 7: E/2 SW/4 Containing 80.00 acres, more or less San Juan County, New Mexico From the surface of the earth to the h Fruitland (Coal-Gas) Formation		* 82.25	* 81.75	* .50	-0-	See prior reservatio of record
	• 1	:				
		* See a	attached	Schedule	A	
FOR BLM USE	ONLY-DO NOT WR		THIS LINE			
Тн	E UNITED STATES O	F AMERICA				

ø-	Transfer approved effective	OCT 0 1	1995
١	$\hat{\mathbf{O}}$		•
By	(MIII)	state	h
•	(Authorized C	Officer)	

LAND LAW ASSISTANT FLUIDS ADJUDICATION TEAM

NOV 0 4 1995.

(Date) .

Whiting Petroleum Corporation (93%) 1700 Broadway, Suite 2300 Denver, Colorado 80290

PART B: CERTIFICATION AND REQUEST FOR APPROVAL

- 1. The transferor certifies as owner of an interest in the above designated lease that he/she hereby transfers to the above transferee(s) the rights specified above.
- 2. Transferee certifies as follows: (a) Transferee is a citizen of the United States: an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or \$1,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (c) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (I) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.
- 3. Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. Applicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (%) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this	-		Executed this <u>Sth</u> day of <u>September</u> . 19 <u>95</u> but expective may 1, 1995. BWAB, L.L.C.
Transferor or Allorney-in-fact	Please type or pri	nt	Transferee Candall. C. Poulie Manager/Member (Signature)
	(Signature)		WHITING PETROLEUM CORPORATION
(Trai	sferor's Address)		· A la al la
(City)	(State)	(Zip Code)	Trasferee Ohn K Haylot
	÷	BURDEN HO	DURS STATEMENT
completing and reviewing the lor	m. Direct comments reg	arding the burden estin	ponse, including the time for reviewing instructions, gathering and maintaining data, an mate or any other aspect of this form to U.S. Department of the Interior, Bureau of Lan s, N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwor

duction Project (1004-00.34), Washington, D.C. 20503.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

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	Pei	Percent of Interest	est	Perc Overridi or Simila	Percent of Overriding Royalty or Similar Interests
TRANSFERORS	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
					See prior reservations
Gordy Gas Corporation	38.50	38.50	- 	Ģ	of record
Petrosakh U.S.A.	20.00	20.00	-0-	-0-	
JGF, Inc.	12.00	12.00	-0-	-0-	
Donald G. Parsons	3.00	3.00	-0-	-0-	
K-Par Partners	3.00	3.00	-0-	-0-	
Steven T. Wolf	2.50	2.50	-0-	-0-	•
James B. Fullerton	1.00	1.00	-0-	-0-	
George B. Broome	1.00	1.00	-0-	-0-	
Adelante Oil & Gas, L.L.C.	1.00	.50	.50	- þ	
Robert W. Allen & Debra G. Allen	.25	.25	-0-	¢	
TOTAL	82.25	81.75	.50	-0-	

SCHEDULE A

LEASE SERIAL NO. NM-22046

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This Assignment may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

Executed this 7th day of September)	, 1995, but effective as of May 1, 1995
Gordy Gas Corporation 811 Dallas, Suite 1505 Houston, Texas 7/002 By:	n na
Executed this day of	, 1995, but effective as of May 1, 1995
Petrosakh U.S.A. 400 North St. Paul, Suite 400 Dallas, Texas 75201	
By: Mark McKinley, President	
Executed this day of	, 1995, but effective as of May 1, 1995
JGF, Inc. 1331 Lamar, Suite 1065 Houston, Texas 77010	
Ву:	
James G. Floyd, President	
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This Assignm	ent may be	e executed	in any	number	of	counterparts,	each o	f which	shall	be
considered an	ı original f	or all purpo	oses.							

Executed this day of	, 1995, but effective as of May 1, 1995
Gordy Gas Corporation 811 Dallas, Suite 1505 Houston, Texas 77002	
By:	· <u>-</u>
By: Russell D. Gordy, President	
Executed this <u>6th</u> day of <u>September</u>	, 1995, but effective as of May 1, 1995
Petrosakh U.S.A. 400 North St. Paul, Suite 400 Dallas, Texas 75201 By: <u>Mark McKinley, President</u>	
Executed this day of	, 1995, but effective as of May 1, 1995
JGF, Inc. 1331 Lamar, Suite 1065 Houston, Texas 77010	
Ву:	
James G. Floyd, President	•

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This Assignment may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

Executed this	day of	, 1995, but effective as of May 1, 1995
Gordy Gas Corpora 811 Dallas, Suite 15 Houston, Texas 7700	05	
Bv:		-
Russell D. Go	ordy, President	The second se
	• <u>•</u> ••••••••••••••••••••••••••••••••••	
Executed this	day of	, 1995, but effective as of May 1, 1995
Petrosakh U.S.A. 400 North St. Paul, 5 Dallas, Texas 75201	•	•
By:		
Mark McKinl	ley, President	- · ·
		1005 1
Executed this 6	_ day ofeptember_	, 1995, but effective as of May 1, 1995
JGF, Inc.		
1331 Lamar, Suite 1 Houston, Jexas 770		
A. M.	Unio	. . .
By:	TUITI	_
James G. Flo	yu, fresideni	

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TRA	NSFERORS
Page	2

Executed this 6 day of Soplember	, 1995, but effective as of May 1, 1995
Donald G. Parsons 223 Oakdene Road Barrington, Illinois 60010 By: Donald G. Parsons By: Urlene W. Parsons Arlene Parsons (Spouse)	
Executed this day of	, 1995, but effective as of May 1, 1995
K-Par Partners 223 Oakdene Road Barrington, Illinois 60010	
By: Donald G. Parsons	
Executed this day of	, 1995, but effective as of May 1, 1995

Steven T. Wolf 400 North St. Paul, Suite 400 Dallas, Texas 75201

By:

Steven T. Wolf

TRA	NSFERORS
Page	2

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

Donald G. Parsons 223 Oakdene Road Barrington, Illinois 60010

By:

Donald G. Parsons

By:

Arlene Parsons (Spouse)

Executed this (?) day of

99, 1995, but effective as of May 1, 1995

K-Par Partners 223 Oakdene Road Barrington, Illinois 60010

Donald G. Parsons

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

Steven T. Wolf 400 North St. Paul, Suite 400 Dallas, Texas 75201

By:

Steven T. Wolf

Executed this day of	, 1995, but effective as of May 1, 1995
Donald G. Parsons 223 Oakdene Road Barrington, Illinois 60010	
By: Donald G. Parsons	
By: Arlene Parsons (Spouse)	
Executed this day of	, 1995, but effective as of May 1, 1995
K-Par Partners 223 Oakdene Road Barrington, Illinois 60010	
By: Donald G. Parsons	•
Executed this St day of Cugue	, 1995, but effective as of May 1, 1995
Steven T. Wolf 400 North St. Paul, Suite 400 Dallas, Texas 75201	
By: <u>terren Tae</u> Steven T. Wolf	-

Executed this 6 day of 200	, 1995, but effective as of May 1, 1995
James B. Fullerton 1645 Court Place, Suite 406 Denver, Colorado 80202	
By: AME R. SMIHUN James B. Fullerton	
By: Darbara A Lulles ton Barbara A. Fullerton (Spouse)	- -
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Executed this day of	, 1995, but effective as of May 1, 1995
George B. Broome 409 St. Michaels Drive Santa Fe, New Mexico 87504	
By: George B. Broome	
By: Diane Broome (Spouse)	
Executed this day of	, 1995, but effective as of May 1, 1995
Adelante Oil & Gas, L.L.C. P.O. Box 2471 Durango, Colorado 81301	
Ву:	
Michael J. Finney, Managing Director	· · · · · · · · ·

Executed this day of	, 1995, but effective as of May 1, 1995
James B. Fullerton 1645 Court Place, Suite 406 Denver, Colorado 80202	· .
By: James B. Fullerton	_
By: Barbara A. Fullerton (Spouse)	
Executed this day of	, 1995, but effective as of May 1, 1995
George B. Broome 409 St. Michaels Drive Santa Fé, New Mexico 87504 By:	- -
Executed this day of	, 1995, but effective as of May 1, 1995
Adelante Oil & Gas, L.L.C. P.O. Box 2471 Durango, Colorado 81301	, 1222, out encentre as of inay 1, 1995
By: Michael I. Finney, Managing Director	-

Executed this day of	, 1995, but effective as of May 1, 1995
James B. Fullerton 1645 Court Place, Suite 406 Denver, Colorado 80202	
By: James B. Fullerton	-
By: Barbara A. Fullerton (Spouse)	
Executed this day of	, 1995, but effective as of May 1, 1995
George B. Broome 409 St. Michaels Drive Santa Fe, New Mexico 87504	
By: George B. Broome	-
By: Diane Broome (Spouse)	-
Executed this <u>Con</u> day of <u>September</u>	, 1995, but effective as of May 1, 1995
Adelante Oil & Gas, L.L.C. P.O. Box 2471 Durango, Colorado 81301 By:	

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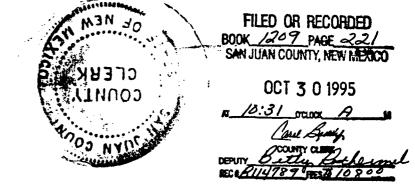
1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 -

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Executed this <u>(</u> ^H day of <u>September</u> Robert W. Allen & Debra G. Allen 72 Silver Mountain Lane Durango, Colorado 81301	, 1995, but effective as of May 1, 1995
By: Robert W. Allen	• •
By: Debra G. Allen	
-Executed this day of	, 1995, but effective as of May 1, 1995
John Wilson 13400 County Road 120 Hesperus, Colorado 81326	
By:	
John Wilson	

••

STATE OF NEW MEXICO }
ss
COUNTY OF SAN JUAN }



ASSIGNMENT, CONVEYANCE AND BILL OF SALE

GORDY GAS CORPORATION, a Texas corporation, 811 Dallas, Suite 1505, Houston, Texas 77002, JGF, INC., a Texas corporation, 1331 Lamar, Suite 1065, Houston. Texas 77010, PETROSAKH U.S.A., a Texas corporation, 400 N. St. Paul, Suite 400, Dallas, Texas 75201, and STEVEN T. WOLF, an individual, 186 Carter Lane, Alabaster, Alabama 35007, ROBERT W. AND DEBRA G. ALLEN, individuals, 72 Silver Mountain Lane, Durango, Colorado 81301, JAMES B. FULLERTON AND BARBARA A. FULLERTON, individuals, 1645 Court Place, Suite 406, Denver, Colorado 80202, GEORGE B. BROOME AND DIANE BROOME, individuals, P. O. Box 2148, Sante Fe, New Mexico 87504-2148, DONALD G. PARSONS AND ARLENE PARSONS, individuals, 223 Oakdene Road, Barrington, Illinois 60010, ADELANTE OIL AND GAS, LLC, a Colora do limited liability company, P. O. Box 2471, Durango, Colorado 81301, and K-PAR PARTNERS, an Illinois general partnership, 23 Oakdene Road, Barrington, Illinois 60010 (hereinafter collectively referred to as "Assignor") for Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, conveys, transfers and assigns to BWAB, L.L.C., a Colorado limited liability company, 475 Seventeenth Street, Suite 1600, Denver, Colorado 80202, as to an undivided <u>seven</u> percent (7%) of the Interests (as defined below), and WHITING PETROLEUM CORPORATION, a Delaware corporation, Mile High Center, 1700 Broadway, Suite 2300, Denver, Colorado 80290-2301, as to an undivided <u>ninety-three</u> percent (<u>93</u>%) of the Interests, (hereinafter collectively referred to as "Assignee") all of Assignor's right, tile and interest in, to and under the following (collectively, the "Interests"):

a. All of Assignor's right, title and interest in, to and under the oil, gas, and mineral leases and agreements described on Exhibit A-1 hereto and the lands covered thereby including, without limitation, all working, mineral, royalty and overriding royalty interests and other rights to production and the proceeds thereof (the "Leases");

b. All of Assignor's right, title and interest in and to the wells described on Exhibit A-2 hereto (the "Wells");

c. All of Assignor's right, title and interest in and to all personal property, equipment, fixtures and improvements as of the Effective Time (as defined below) and incident or attributable to the Leases or Wells and used or obtained in connection with the Leases or Wells or with the production, treatment, sale or disposal of hydrocarbons or water produced therefrom or

attributable thereto and all other appurtenances thereunder belonging (the "Equipment"); except for the undivided 40.875% interest in the pipeline and gathering system described in Exhibit A-4 attached hereto.

d. All of Assignor's right, title and interest in, to and under all contracts, agreements, permits and licenses which relate to any of the Leases, Wells, or Equipment, including, without limitation, all oil, gas and condensate purchase and sale contracts; permits; licenses; rights-of-way; easements; servitudes; surface leases; surface use agreements; farmin and farmout agreements; bottom hole agreements; dry hole agreements; division orders and transfer orders; area-of-mutual interest agreements; saltwater disposal agreements; acreage contribution agreements; joint venture agreements; operating agreements; unit agreements; pooling agreements and orders; communitization agreements; balancing agreements; processing, gathering, compression and transportation agreements; and facilities or equipment leases relating thereto or used or held for use in connection with the ownership or operation thereof or with the production, treatment, sale or disposal of hydrocarbons, water, or substances associated with the production of hydrocarbons, described in Exhibit A-3 attached hereto.

e. All of the files, records, information and data relating to any of the items described in paragraphs (a), (b), (c), or (d) above in the possession of Assignor or to which Assignor has reasonable access (the "Records") including, without limitation, title records (including abstracts of title, title opinions, certificates of title and title curative documents); contracts; correspondence; geological data and information; production records; electric logs, core data, pressure data, decline curves, and graphical production curves; accounting and financial records; and all related documents; and

f. All of Assignor's right, title and interest in and to: all contract rights; intangible rights; inchoate rights; causes in action; rights under warranties made by prior owners, manufacturers, vendors and other third parties; rights accruing under applicable statutes of limitations or prescription insofar and only insofar as the foregoing items accrue or are attributable to any of the Interests described in paragraphs (a), (b), (c), (d) and (e) above. This Assignment, Conveyance and Bill of Sale (the "Assignment") shall be effective as of 7:00 a.m., Central Standard Time, on May 1, 1995 (the "Effective Time").

Each undersigned Assignor hereby represents and warrants to Assignee that, except as shown on Exhibit B hereto, such Assignor (i) has not mortgaged, assigned, sold, or otherwise conveyed or encumbered title to the Interests, (ii) has no knowledge of any adverse claim or defect as to title to the Interests, and (iii) as to all persons claiming by, through or under such Assignor, has Good and Defensible Title (as defined in the Purchase and Sale Agreement described below) to the Interests. Notwithstanding anything to the contrary, all personal property, machinery, fixtures, equipment and materials conveyed hereby are sold and assigned and accepted by Assignee, in their "as is" and "where is" condition without any warranty of merchantability, condition or fitness for a particular purpose or use, all of which are expressly disclaimed.

This Assignment is delivered pursuant to that certain Asset Purchase and Sale Agreement dated 5eptember 1, 1995, between Assignor, as Seller, and Assignee, as Buyer (the

"Asset Purchase and Sale Agreement"). The Asset Purchase and Sale Agreement contains certain representations and warranties, agreements of indemnity, and other covenants and obligations which survive delivery of this Assignment as and to the extent provided in the Asset Purchase and Sale Agreement, and which shall not be deemed merged into this Assignment.

This Assignment is made with full rights of substitution and subrogation of Assignee, its successors and assigns to the rights of Assignor in, to, and to under all warranties made by third parties with respect to the Interests.

Separate assignments of the Leases on officially approved forms will be executed in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, warranties, rights and conditions set forth herein as fully as though they were set forth in each such assignment.

This instrument may be executed in counterpart, each which shall be considered an original for all purposes. Dated this <u>1</u>th day of <u>September</u>, 1995, but effective as of the Effective Time, except as otherwise provided hereih or in the Asset Purchase and Sale Agreement.

ASSIGNORS

ATTEST:

Susar D. Eisenbruy Corporate Secretary No corporate sal

required

ATTEST:

ATTEST:

GORDY GAS CORPORATION. a Texas corporation Bv: Russell D. Gordy, Presider

JGF, INC., a Texas corporation

By:

James G. Floyd, President

PETROSAKH U.S.A, a Texas corporation

By:

Mark McKinley, President

"Asset Purchase and Sale Agreement"). The Asset Purchase and Sale Agreement contains certain representations and warranties, agreements of indemnity, and other covenants and obligations which survive delivery of this Assignment as and to the extent provided in the Asset Purchase and Sale Agreement, and which shall not be deemed merged into this Assignment.

This Assignment is made with full rights of substitution and subrogation of Assignee, its successors and assigns to the rights of Assignor in, to, and to under all warranties made by third parties with respect to the Interests.

Separate assignments of the Leases on officially approved forms will be executed in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, warranties, rights and conditions set forth herein as fully as though they were set forth in each such assignment.

This instrument may be executed in counterpart, each which shall be considered an original for all purposes. Dated this <u>b</u> day of <u> $\leq eplember</u>$, 1995, but effective as of the Effective Time, except as otherwise provided herein or in the Asset Purchase and Sale Agreement.</u>

ASSIGNORS

ATTEST:

GORDY GAS CORPORATION, a Texas corporation

By:

Russell D. Gordy, President

ATTEST: Corporate seal and attestation is not required.

ATTEST:

JGF, INC., a Texas corporation By:

PETROSAKH U.S.A, a Texas corporation

By:

Mark McKinley, President

"Asset Purchase and Sale Agreement"). The Asset Purchase and Sale Agreement contains certain representations and warranties, agreements of indemnity, and other covenants and obligations which survive delivery of this Assignment as and to the extent provided in the Asset Purchase and Sale Agreement, and which shall not be deemed merged into this Assignment.

This Assignment is made with full rights of substitution and subrogation of Assignee, its successors and assigns to the rights of Assignor in, to, and to under all warranties made by third parties with respect to the Interests.

Separate assignments of the Leases on officially approved forms will be executed in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, warranties, rights and conditions set forth herein as fully as though they were set forth in each such assignment.

This instrument may be executed in counterpart, each which shall be considered an original for all purposes. Dated this $\underline{\mu + 4}$ day of $\underline{Sup + em ku}$, 1995, but effective as of the Effective Time, except as otherwise provided herein or in the Asset Purchase and Sale Agreement.

ASSIGNORS

ATTEST:

GORDY GAS CORPORATION, a Texas corporation

By:

Russell D. Gordy, President

JGF, INC., a Texas corporation

By:

James G. Floyd, President

ATTEST: Minkie fronte

PETROSAKH U.S.A, a Texas corporation

By:



ATTEST:

ROBERT W. ALLEN AND DEBRA G. ALLEN, Husband and Wife

Robert W. Allen

Debra G. Allen

JAMES B. FULLERTON and BARBARA A. FULLERTON, Husband and Wife

James B. Fullerton

Barbara A. Fullerton

GEORGE B. BROOME and DIANE BROOME, Husband and Wife

George B. Broome

Diane Broome

DONALD G. PARSONS, and ARLENE PARSONS, Husband and Wife

Donald G. Parsons

Steven T. Wolf

ROBERT W. ALLEN AND DEBRA G. ALLEN, Husband and Wife

¥.

Robert W. Allen

Deforal faller Debra G. Allen

JAMES B. FULLERTON and BARBARA A. FULLERTON, Husband and Wife

James B. Fullerton

Barbara A. Fullerton

GEORGE B. BROOME and DIANE BROOME, Husband and Wife

George B. Broome

Diane Broome

DONALD G. PARSONS, and ARLENE PARSONS, Husband and Wife

Donald G. Parsons

Steven T. Wolf

ROBERT W. ALLEN AND DEBRA G. ALLEN, Husband and Wife

Robert W. Allen

Debra G. Allen ار از الم تعرف

JAMES B. FULLERTON and BARBARA A. FULLERTON, Husband and Wife

James B. ullerton

Barbara A. Fullerton

GEORGE B. BROOME and DIANE BROOME, Husband and Wife

George B. Broome

Diane Broome

DONALD G. PARSONS, and ARLENE PARSONS, Husband and Wife

Donald G. Parsons

Steven T. Wolf

ROBERT W. ALLEN AND DEBRA G. ALLEN, Husband and Wife

www.comerc........

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Robert W. Allen

Debra G. Allen

JAMES B. FULLERTON and BARBARA A. FULLERTON, Husband and Wife

James B. Fullerton

Barbara A. Fullerton

GEORGE B. BROOME and DIANE BROOME, Huspand and Wife

e B. Broome Georg noone

Diane Broome

DONALD G. PARSONS, and ARLENE PARSONS, Husband and Wife

Donald G. Parsons

Steven T. Wolf

ROBERT W. ALLEN AND DEBRA G. ALLEN, Husband and Wife

and the second second

Robert W. Allen

Debra G. Allen

JAMES B. FULLERTON and BARBARA A. FULLERTON, Husband and Wife

James B. Fullerton

Barbara A. Fullerton

GEORGE B. BROOME and DIANE BROOME, Husband and Wife

George B. Broome

Diane Broome

DONALD G. PARSONS, and ARLENE PARSONS, Husband and Wife

Donald G. Parsons

ons

Anlen Diane Parsons

ATTEST:

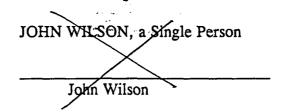
K-PAR PARTNERS an Illinois general partnership

By: ann Donald G. Parsons, Its General Partner

ATTEST:

ADELANTE OIL AND GAS, LLC a______ limited liability company

By: _______ Michael J. Finney, Managing Director



ASSIGNEES

ATTEST:

WHITING PETROLEUM CORPORATION

By:

John R. Hazlett, Vice President

ATTEST:

BWAB, L.L.C.

 ATTEST:

K-PAR PARTNERS an Illinois general partnership

By:

Donald G. Parsons, Its General Partner

ATTEST: ALL Surry a Colorado

ADELANTE OIL AND GAS, LLC By: Finney, Managing Director Michael J.

JOHN WILSON, a Single Person John Wilson

ASSIGNEES

ATTEST:

WHITING PETROLEUM CORPORATION

By:

John R. Hazlett, Vice President

ATTEST:

BWAB, L.L.C.

By:

Randall C. Roulier, Member/Manager

ATTEST:

K-PAR PARTNERS an Illinois general partnership

By: ______ Donald G. Parsons, Its General Partner

ATTEST:

ADELANTE OIL AND GAS, LLC a______ limited liability company

By: _

Michael J. Finney, Managing Director

JOHN WILSON, a Single Person

John Wilson

ASSIGNEES

WHITING PETROLEUM CORPORATION

By: President John R. Hazlett,

BWAB, L.I By:

Randall C. Roulier, Member/Manager

ATTEST rai ATTEST:

ACKNOWLEDGEMENTS

STATE OF TEXAS) : ss. COUNTY OF HAPPIS)

The foregoing instrument was acknowledged before me this <u>744</u> day of <u>SEDTEMBER</u>, 1995, by <u>RUSEL D.GOROU</u>, the <u>PRESIDENT</u> of Gordy Gas Corporation, a <u>TEXAS</u> corporation.

) Notary_Signature and Seal KAREN E. INMON MY COMMISSION EXPIRES June 17, 1999

STATE OF

COUNTY OF

•.

The foregoing instrument was acknowledged before me this _____ day of ______, 1995, by ______, the ______of JGF, Inc., a ______corporation.

Notary Signature and Seal

STATE OF

COUNTY OF

) : ss.)

: SS.

The foregoing instrument was acknowledged before me this ____ day of _____, 1995, by ______, the _____ of Petrosakh U.S.A., a ______ corporation.

:

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ACKNOWLEDGEMENTS

STATE OF)
COUNTY OF	: ss.)
	The foregoing instrument was acknowledged before me this day of, 1995, by, the of Gordy Gas
	a corporation.
	Notary Signature and Seal
STATE OF	Sexas >
STATE OF	Harris)
Septemb a Seyas	The foregoing instrument was acknowledged before me this $6 \frac{\text{th}}{\text{th}}$ day of $W_{\text{corporation}}$, 1995, by $M_{\text{corporation}}$, the $M_{\text{corporation}}$.
	SUSAN D. EISENBREY MY COMMISSION EXPIRES May 31, 1997
STATE OF)
COUNTY OF	: ss.
	The foregoing instrument was acknowledged before me this day of, 1995, by, the of Petrosakh U.S.A.,
a	corporation.

ACKNOWLEDGEMENTS

STATE OF

) : ss.)

The foregoing instrument was acknowledged before me this ______, 1995, by ______, the _______ of Corporation, a ______ corporation.

Notary Signature and Seal STATE OF) : ss. COUNTY OF)

The foregoing instrument was acknowledged before me this ______, 1995, by ______, the ______ of JGF, I: a ______ corporation.

Notary Signature and Seal

STATE OF Texas) : ss. COUNTY OF Dallas)

The foregoing instrument was acknowledged before me this <u>6t</u> <u>September</u>, 1995, by <u>Mark McKinley</u>, the <u>President</u> of Petrosakh U a <u>Texas</u> corporation.

btary Signature and Seal



STATE OF SLAD : SS. COUNTY OF HARRIS The foregoing instrument was acknowledged before me this $\mathcal{B}\mathcal{H}$ day of Settember), 1995, by Steven T. Wolf. SUSAND. Eisenbrey Notary Signature and Seal SUSAN D. EISENBREY MY COMMISSION EXPIRES May 31, 1997 STATE OF ____) SS. COUNTY OF _) The foregoing instrument was acknowledged before me this ____ day of , 1995, by Robert W. Allen and Debra G. Allen. Notary Signature and Seal STATE OF _____) : SS. COUNTY OF _____) The foregoing instrument was acknowledged before me this ____ day of ____, 1995, by James B. Fullerton and Barbara A. Fullerton. Notary Signature and Seal STATE OF _____) : SS. COUNTY OF _____) The foregoing instrument was acknowledged before me this ____ day of ____, 1995, by George B. Broome and Diane Broome..

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4111411	- H+1/09 P=7/1	10/50/	10:514	FU 10	Ur J	-

STATE OF _____) : SS. COUNTY OF _____) The foregoing instrument was acknowledged before me this _____ day of ____, 1995, by Steven T. Wolf. Notary Signature and Seal STATE OF Worada COUNTY OF Laflack : SS.) The foregoing instrument was acknowledged before me this $\underline{b}^{\underline{*}\underline{*}}$ day of , 1995, by Robert W. Allen and Debra G. Allen. Monifu Tulune Notary Signature and Seal My Commission Unpure 1-12-59 "II-minnen STATE OF _____) : SS. COUNTY OF _____) The foregoing instrument was acknowledged before me this ____ day of ____, 1995, by James B. Fullerton and Barbara A. Fullerton. Notary Signature and Seal STATE OF _____ : ss. COUNTY OF _____) The foregoing instrument was acknowledged before me this ____ day of ____, 1995, by George B. Broome and Diane Broome..

STATE OF _____)
: ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1995, by Steven T. Wolf.

) : ss.

)

Notary Signature and Seal

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 1995, by Robert W. Allen and Debra G. Allen.

Notary Signature and Seal

STATE OF Colorado : ss.) The foregoing instrument was acknowledged before me this $\cancel{5} + \cancel{4}$ day of , 1995, by James B. Fullerton and Barbara A. Fullerton, 1 hauros Notary Signature and Seal 0 STATE OF .) : SS. COUNTY OF _____) The foregoing instrument was acknowledged before me this _____ day of ____, 1995, by George B. Broome and Diane Broome..

i	STATE OF)		
	COUNTY OF	: ss.)		
	The foregoing, 1995, by S		was acknowledged before me this day o f.	f
			Notary Signature and Seal	
	STATE OF) : ss.		
	COUNTY OF)		
			was acknowledged before me this day o en and Debra G. Allen.	ſ
			Notary Signature and Seal	-
	STATE OF)		
	COUNTY OF	: ss.)		
			was acknowledged before me this day o erton and Barbara A. Fullerton.	f
			Notary Signature and Seal	-
	STATE OF <u>New</u> MEXICO			
	COUNTY OF <u>SANTA</u> FE	: ss.)		
	The foregoing <u>September</u> , 1995, by Ge	instrument v corge B. Broo	was acknowledged before me this $\underline{7^{th}}$ day o me and Diane Broome	f
Sand Contraction	R. J. C. J.		Henr Jole	_
		-	Notary Signature and Sea	
THE OF	A Contraction of the second seco			

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* OFFICIAL SEAL" Virginia E. Parsons Notary Public, State of Illinois My Commission Expires 03/24/99 "OFFICIAL SEAL" STATE OF) : SS. COUNTY OF Kane) The foregoing instrument was acknowledged before me this $6^{4/2}$ day of 1995, by Donald G. Parsons and Arlene Parsons. usina & Jaurens Notary Signature and Seal STATE OF _____) : ss. COUNTY OF _____) The foregoing instrument was acknowledged before me this day of _, 1995, by ______, the ______ of Adelante Oil and Gas, LLC, a ______. Notary Signature and Seal STATE OF _____) : SS. COUNTY OF _____) The foregoing instrument was acknowledged before me this day of _____, 1995, by ______, the _____ of K-Par Partners, а Notary Signature and Seal

STATE OF _____) : SS. COUNTY OF _____) The foregoing instrument was acknowledged before me this ____ day of , 1995, by Donald G. Parsons and Arlene Parsons. Notary Signature and Seal STATE OF _____) : ss. COUNTY OF _____ The foregoing instrument was acknowledged before me this ____ day of _, 1995, by _____, the _____ of Adelante Oil and Gas, LLC, a _____ Notary Signature and Seal STATE OF _____

 Image: Construment was acknowledged before me this of K-Par Partners, 1995, by Donald H. Mausum, the Managur Machan of K-Par Partners, 1995, by Donald H. Mausum, the Managur Machan of K-Par Partners, 1995, by Donald H. Mausum, the Managur Machan of K-Par Partners, 1995, by Donald H. Mausum, the Managur Machan of K-Par Partners, 1995, by Donald H. Mausum Machan Strument was acknowledged before me this of K-Par Partners, 1995, by Donald H. Mausum Machan Strument Strument was acknowledged before me this later for the Managur Machan Strument Strument Was acknowledged before me this later for the Managur Machan Strument Strume COUNTY OF Kase Padreushe

STATE OF _____) : SS. COUNTY OF _____) The foregoing instrument was acknowledged before me this day of ____, 1995, by Donald G. Parsons and Arlene Parsons. Notary Signature and Seal STATE OF _____ RAD) : SS. COUNTY OF LA PLATA) The foregoing instrument was acknowledged before me this $\frac{6^{1/4}}{6^{1/4}}$ day of $\frac{54p_1}{5}$, 1995, by M_1 h_2 e_1 J_2 F_1 h_2 h_2 h_2 h_3 h_4 $h_$ and Gas, LLC, a Colora do limited tistility Omooration Notary Bignature and Seal STATE OF _____ } : SS. COUNTY OF _____) The foregoing instrument was acknowledged before me this ____ day of _____, 1995, by ______, the _____ of K-Par Partners, a

Notary Signature and Seal

adar the second second

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1995, by John Wilson.

: SS.

Notary Signature and Seal

Denver, CO 80290-2301 My Commission Expires Feb. 28,

STATE OF <u>Colorado</u>) COUNTY OF <u>Denver</u>): ss.

The foregoing instrument was acknowledged before me this <u>8</u> day of <u>September</u>, 1995, by John R. Hazlett, the Vice President of Whiting Petroleum Corporation, a Delaware corporation.

Notary Signature and Seal Jean E. Solot 1700 Broadway, Suite 2300

STATE OF COORCIDO COUNTY OF DENVER

The foregoing instrument was acknowledged before me this $\underline{\gamma}^{\mu}$ day of Sphember, 1995, by Randall C. Roulier, the Member/Manager of BWAB L.L.C., a Colorado limited liability company.

) : ss.

)

Notary Signature and Seal

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EXHIBIT "A-1"

To that certain Assignment, Conveyance and Bill of Sale between Gordy Gas Corporation, et al and BWAB L.L.C. and Whiting Petroleum Corporation

Serial Number: Date: Lessor: Lessee: Description:	NM-7787 10/1/68 The United States of America W. H. Brown T26N, R13W, NMPM, San Juan County, New Mexico Section 14: S/2 Section 24: S/2 Section 25: N/2 From the surface of the earth to the base of the Fruitland (Coal-Gas) Formation
Serial Number: Date: Lessor: Lessee: Description:	NM-12235 9/1/70 The United States of America Dr. E. L. Thielking T26N, R13W, NMPM, San Juan County, New Mexico Section 3: S/2 From the surface of the earth to the base of the Fruitland (Coal-Gas) Formation
Serial Number: Date: Lessor: Lessee: Description:	NM-23472 2/1/75 The United States of America Robert L. Bayless T26N, R12W, NMPM, San Juan County, New Mexico Section 7: Lots 3 and 4 From the surface of the earth to the base of the Fruitland (Coal-Gas) Formation

9515315 B-1209 P-221 10 1/95 10:31A PG 26 OF 34

i	Serial Number: Date: Lessor: Lessee: Description:	NM-0560223 7/1/66 The United States of America Charline I. Frew T26N, R12W, NMPM, San Juan County, New Mexico Section 19: E/2 From the surface of the earth to the base of the Fruitland (Coal-Gas) Formation
·	Serial Number: Date: Lessor: Lessee: Description:	NM-22046 2/1/49 The United States of America John C. Dawn T26N, R12W, NMPM, San Juan County, New Mexico Section 7: E/2SW/4 From the surface of the earth to the base of the Fruitland (Coal-Gas) Formation
	Serial Number: Date: Lessor: Lessee: Description:	NM-16473 9/1/72 The United States of America Ernest A. Hanson T26N, R12W, NMPM, San Juan County, New Mexico Section 31: Lots 1, 2, E/2NW, NE/4 From the surface of the earth to the base of the Fruitland (Coal-Gas) Formation
	Serial Number: Date: Lessor: Lessee: Description:	NM-080238-A (SF-080238-A) 4/1/51 The United States of America Beulah Morgan T26N, R12W, NMPM, San Juan County, New Mexico Section 6: Lots 3, 4, 5, 6, 7, SE/4NW/4, E/2SW/4 Section 7: Lots 1, 2, E/2NW T26N, R13W, NMPM, San Juan County, New Mexico Section 1: ALL Section 12: N/2 From the surface of the earth to the base of the Fruitland (Coal-Gas) Formation

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EXHIBIT "A-2" To that certain Assignment, Conveyance and Bill of Sale between Gordy Gas Corporation, et al, and BWAB L.L.C. and Whiting Petroleum Corporation

A CONTRACTOR OF CONTRACTOR OF

SELLER	% BPO WI	% BPO NRI	% APO WI	%APO NRI
GALLEGOS FEDERAL 26-12-6 #2				
FEDERAL LEASE SF-080238-A				
Gordy Gas Corporation	38.50000	28.68250	37.34500	27.82203
JGF, Inc.	12.00000	8.94000	11.63265	8.67180
Petrosakh U.S.A.	20.00000	14.90000	19.38776	14.45300
Steven T. Wolf	2.50000	1.86250	2.42347	1.80663
Robert W. & Debra G. Allen	.25000	.18625	.25000	.18625
James B. Fullerton	1.00000	.74500	1.00000	.74500
George B. Broome	1.00000	.74500	1.00000	.74500
Donald G. Parsons	3.00000	2.23500	3.00000	2.23500
K-Par Partners	3.00000	2.23500	3.00000	2.23500
Adelante Oil and Gas, LLC	.50000	.37250	.50000	.37250
GALLEGOS FEDERAL 26-12-7 #1				
FEDERAL LEASE NM-22046				
FEDERAL LEASE NM-23472				
FEDERAL LEASE SF-080238-A				
Gordy Gas Corporation	38.50000	28.68250	37.34500	27.82203
JGF, Inc.	12.00000	8.94000	11.63265	8.67180
Petrosakh U.S.A.	20.00000	14.90000	19.38776	14.45300
Steven T. Wolf	2.50000	1.86250	2.42347	1.80663
Robert W. & Debra G. Allen	.25000	.18625	.25000	.18625
James B. Fullerton	1.00000	.74500	1.00000	.74500
George B. Broome	1.00000	.74500	1.00000	.74500
Donald G. Parsons	3.00000	2.23500	3.00000	2.23500
K-Par Partners	3.00000	2.23500	3.00000	2.23500
Adelante Oil and Gas, LLC	.50000	.37250	.50000	.37250

SELLER	% BPO WI	% BPO NRI	% APO WI	%APO NRI
GALLEGOS FEDERAL 26-12-19 #1 Federal Lease NM-0560223				
Gordy Gas Corporation	38.50000	28.68250	37.34500	27.82203
JGF, Inc.	12.00000	8.94000	11.63265	8.67180
Petrosakh U.S.A.	20.00000	14.90000	19.38776	14.45300
Steven T. Wolf	2.50000	1.86250	2.42347	1.80663
Robert W. & Debra G. Allen	.25000	.18625	.25000	.18625
James B. Fullerton	1.00000	.74500	1.00000	.74500
George B. Broome	1.00000	.74500	1.00000	.74500
Donald G. Parsons	3.00000	2.23500	3.00000	2.23500
K-Par Partners	3.00000	2.23500	3.00000	2.23500
Adelante Oil and Gas, LLC	.50000	.37250	.50000	.37250
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GALLEGOS FEDERAL 26-12-31 #1 FEDERAL LEASE NM-16473				

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FEDERAL LEASE NM-16473

Gordy Gas Corporation	38.50000	28.68250	37.34500	27.82203
JGF, Inc.	12.00000	8.94000	11.63265	8.67180
Petrosakh U.S.A.	20.00000	14.90000	19.38776	14.45300
Steven T. Wolf	2.50000	1.86250	2.42347	1.80663
Robert W. & Debra G. Allen	.25000	.18625	.25000	.18625
James B. Fullerton	1.00000	.74500	1.00000	.74500
George B. Broome	1.00000	.74500	1.00000	.74500
Donald G. Parsons	3.00000	2.23500	3.00000	2.23500
K-Par Partners	3.00000	2.23500	3.00000	2.23500
Adelante Oil and Gas, LLC	.50000	.37250	.50000	.37250

GALLESOS FEDERAL 26-13-1 #1 FEDERAL LEASE SF-080238-A

Gordy Gas Corporation	38.50000	28.68250	37.34500	27.82203
JGF, Inc.	12.00000	8.94000	11.63265	8.67180
Petrosakh U.S.A.	20.00000	14.90000	19.38776	14.45300
Steven T. Wolf	2.50000	1.86250	2.42347	1.80663
Robert W. & Debra G. Allen	.25000	.18625	.25000	.18625
James B. Fullerton	1.00000	.74500	1.00000	.74500
George B. Broome	1.00000	.74500	1.00000	.74500
Donald G. Parsons	3.00000	2.23500	3.00000	2.23500
K-Par Partners	3.00000	2.23500	3.00000	2.23500
Adelante Oil and Gas, LLC	.50000	.37250	.50000	.37250

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SELLER	% BPO WI	% BPO NRI	% APO WI	%APO NR
GALLEGOS FEDERAL 26-13-1 #2 Federal Lease SF-080238-A				
Gordy Gas Corporation	38.50000	28.68250	37.34500	27.82203
JGF, Inc.	12.00000	8.94000	11.63265	8.67180
Petrosakh U.S.A.	20.00000	14.90000	19.38776	14.45300
Steven T. Wolf	2.50000	1.86250	2.42347	1.80663
Robert W. & Debra G. Allen	.25000	.18625	.25000	.18625
James B. Fullerton	1.00000	.74500	1.00000	.74500
George B. Broome	1.00000	.74500	1.00000	.74500
Donald G. Parsons	3.00000	2.23500	3.00000	2.23500
K-Par Partners	3.00000	- 2.23500	3.00000	2.23500
Adelante Oil and Gas, LLC	.50000	.37250	.50000	.37250
GALLEGOS FEDERAL 26-13-3 #2 Federal Lease NM-12235				
Gordy Gas Corporation	38.50000	28.68250 /	37.34500	27.82203
JGF, Inc.	12.00000	8.9400 0	11.63265	8,67180
Petrosakh U.S.A.	20.00000	14.90000	19.38776	14,45300
Steven T. Wolf	2.50000	1.86250	2.42347	1.80663
Robert W. & Debra G. Allen	.25000	.18625	.25000	. 18625
James B. Fullerton	1.00000	.74500	1.00000	.74500
George B. Broome	1.00000	. 7 4500	1.00000	.74,00
Donald G. Parsons	3.00000	2 23500	3.00000	2.23500
K-Par Partners	3.00000	2.23500	3.00000	2.23500
Adelante Oil and Gas, LLC	.50000	į .37250	.50000	.37250
2NI) PAYOUT/MERI	DIAN		
Gordy Gas Corporation			18.67250	18.91101
JGF, Inc.			5.81633	4,33590
Detropath II S A			0 60200	7 00550

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JGF, Inc.	5.81633	4,33590
Petrosakh U.S.A.	9.69388	7.2650
Steven T. Wolf	1.21174	0.90331
Robert W. & Debra G. Allen	.25000	.18625
James B. Fullerton	5 1.00000-	.74500
George B. Broome	5_1.00000	.74500
Donald G. Parsons	5 -3.00000	2.23500
K-Par Partners	1,5 3.00000	2.23500
Adelante Oil and Gas, LLC	. 2 5 .50000	.37250

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% BPO WI % BPO NRI SELLER % APO WI %APO NRI GALLEGOS FEDERAL 26-13-12 #1 FEDERAL LEASE SF-080238-A Gordy Gas Corporation 38.50000 28.68250 37.34500 27.82203 JGF, Inc. 12.00000 8.94000 11.63265 8.67180 Petrosakh U.S.A. 20.00000 14.90000 19.38776 14.45300 Steven T. Wolf 1.86250 2.50000 2.42347 1.80663 Robert W. & Debra G. Allen .25000 .18625 .25000 .18625 James B. Fullerton 1.00000 .74500 1.00000 .74500 George B. Broome 1.00000 .74500 1.00000 .74500 2.23500 Donald G. Parsons 3.00000 3.00000 2.23500 K-Par Partners 2.23500 3.00000 3.00000 2.23500 Adelante Oil and Gas, LLC .50000 .37250 .50000 .37250

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GALLEGOS FEDERAL 26-13-14 #1 Federal Lease NM-7787

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Gordy Gas Corporation	38.50000	28.68250	37.34500	27.82203
JGF, Inc.	12.00000	8.94000	11.63265	8.67180
Petrosakh U.S.A.	20.00000	14.90000	19.38776	14.45300
Steven T. Wolf	2.50000	1.86250	2.42347	1.80663
Robert W. & Debra G. Allen	.25000	.18625	.25000	.18625
James B. Fullerton	1.00000	.74500	1.00000	.74500
George B. Broome	1.00000	.74500	1.00000	.74500
Donald G. Parsons	3.00000	2.23500	3.00000	2.23500
K-Par Partners	3.00000	2.23500	3.00000	2.23500
Adelante Oil and Gas, LLC	.50000	.37250	.50000	.37250

GALLEGOS FEDERAL 26-13-24 #2 Federal Lease NM-7787

Gordy Gas Corporation	38.50000	28.68250	37.34500	27.82203
JGF, Inc.	12.00000	8.94000	11.63265	8.67180
Petrosakh U.S.A.	20.00000	14.90000	19.38776	14.45300
Steven T. Wolf	2.50000	1.86250	2,42347	1.80663
Robert W. & Debra G. Allen	.25000	.18625	.25000	.18625
James B. Fullerton	1.00000	.74500	1.00000	.74500
George B. Broome	1.00000	.74500	1.00000	.74500
Donald G. Parsons	3.00000	2.23500	3.00000	2.23500
K-Par Partners	3.00000	2.23500	3.00000	2.23500
Adelante Oil and Gas, LLC	.50000	.37250	.50000	.37250

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SELLER	% BPO WI	% BPO NRI	% APO WI	%APO NRI
GALLEGOS FEDERAL 26-13-25 #1 Federal Lease NM-7787				
Gordy Gas Corporation	38.50000	28.68250	37.34500	27.82203
JGF, Inc.	12.00000	8.94000	11.63265	8.67180
Petrosakh U.S.A.	20.00000	14.90000	19.38776	14.45300
Steven T. Wolf	2.50000	1.86250	2.42347	1.80663
Robert W. & Debra G. Allen	.25000	.18625	.25000	.18625
James B. Fullerton	1.00000	.74500	1.00000	.74500
George B. Broome	1.00000	.74500	1.00000	.74500
Donald G. Parsons	3.00000	2,23500	3.00000	2.23500
K-Par Partners	3.00000	- 2.23500	3.00000	2.23500
Adelante Oil and Gas, LLC	.50000	.37250	.50000	.37250

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EXHIBIT "A-3"

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A CONTRACTOR OF THE OWNER

To that certain Assignment, Conveyance and Bill of Sale between Gordy Gas Corporation, et al, and BWAB L.L.C. and Whiting Petroleum Corporation

Agreement Type	<u>Date</u>	Property
Participation Agreement between Gordy Gas Corp., JGF, Inc., Petrosakh U.S.A., Steven T. Wolf and Maralex Resources, Inc.	11/11/92	As described in Exhibit "A" attached to agreement
Operating Agreement between Gordy Gas Corp., as Operator, and JGF, Inc. Petrosakh U.S.A., Steven T. Wolf and Maralex Resources, Inc., non-operators.	11/11/92	T26N-R11W Sec 17: ALL T26N-R12W Portions of Sec. 6, 7, 19, 31 T26N-R13W Portions of Sec. 1, 3, 9-12, 14, 24, 25 San Juan County, New Mexico
Farmout Agreement as amended, between Maralex Resources, Inc. & Merrion Oil & Gas, et al	11/24/92	NM-22046, NM-23472, SF-080238-A, NM-12235 NM-16473, SF-079679, NM-0560223, NM-7787
Communitization Agreement	10/18/93	Gallegos Federal 26-12-7 #1 T26N-R12W, NMPM Sec. 7: Lots 1, 2, 3, 4, E/2W/2 (W/2) San Juan County, NM

EXHIBIT "A-4"

To that certain Assignment, Conveyance and Bill of Sale between Gordy Gas Corporation, et al, and BWAB L.L.C. and Whiting Petroleum Corporation

GAS GATHERING SYSTEM

An undivided 40.875% in and to that certain gas gathering system known as the Gallegos Car Gathering System located in Township 26 North, Range 12 and 13 West, San Juan County, New Mex and all compressors, pipelines, and other equipment appurtenant thereto, and associated easements rights of way currently connected to the following wells in the Gallegos Canyon Field; Gallegos Federal 26-13-3 #2, Gallegos Federal 26-13-10 #1, Gallegos Federal 26-13-9 #1, Gallegos Federal 26-13-10 # Gallegos Federal 26-13-11 #1, Gallegos Federal 26-13-1 #2 and Gallegos Federal 26-13-1

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EXHIBIT "B"

To that certain Assignment, Conveyance and Bill of Sale between Gordy Gas Corporation, et al, and BWAB L.L.C. and Whiting Petroleum Corporation

NONE



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Form 3000-3. (Nevember 1990) DEPARTMENT OF THE BUREAU OF LAND MAN	INTERIOR	میں ہے۔ الکھیرین	ez 20 - 20	FORM AP OMB NO. Expires: Ju	1004-0034
RECEIVED TRANSFER OF OPERATING RIGH				ase Serial No	
CONTRACTOR AND GAS OR GEO	TS (SUBLE	LASE) IN A RESOURC	ES	ase Seriai No).
ALLY C (1. SAMMAN -					
				NM-23472	2
AM Geothermal Steam Act of 1970 (30	U.S.C. 1001-	1025)			
7 ₁ 8 ₁ 9 ₁ 1 ₁ 11 ₁ 11 ₁ 11 ₁ 1111111111111	scal Year 198	1 (42 U.S.C	. 6508)		
Type or print plainly in ink	and sign ir	n Ink.	1		
PART A: TRANSF	ER			·	
L. Transferee (Sublessee)* Street BWAB, L.L.C. (7%)					
City, State, ZIP Code 475 Seventeenth Street, Suite 1 Denver, Colorado 80202	L600 ·				
		• •			
*If more than one transferee, check here 🖾 and list the name(s) and address(es) of separate attached sheet of paper.	all additiona	l transferees	on the revei	rse of this for	rm or on a
	а. Д				
This transfer is for: (Check one) 🛛 Oil and Gas Lease, or 🔲 Geothermal-Leas Interest conveyed: (Check one or both, as appropriate) 🖾 Operating Rights (sub		erriding Roy	alty navme	ent out of pro	duction or othe
		nilar interest			
2. This transfer (sublease) conveys the following interest:	r				
Land Description	Owned Pe	Conveyed	Retained	Overria	rcent of Jing Royalty
Additional space on reverse, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.	Owned	Conveyed	Relation	or Sim Reserved	Previously
				Reserved	reserved
8	ь	c	d	c	or conveyed f
Jwnship 26 North, Range 12 West, NMPM Section 7: Lots 3, 4	* 82.25	* 81.75	* .50	-0-	See prior reservation
Containing 76.30 acres, more or less San Juan County, New Mexico			•		of record
From the surface of the earth to the base of the Fruitland (Coal-Gas) Formation					
• · ·		·.			
	* See a	tached	Schedul	e A	
	1	1	1		
					la a
•					
•					
					a - 1919 - Maria Andreas (Maria
FOR BLM USE ONLY-DO NOT WF	NITE BELOW	THIS LINE	-		a - 1999 - 1999 (marine santine d
THE UNITED STATES (of America				a <u>pp05-(naistain</u>)
THE UNITED STATES O This transfer is approved solely for administrative purposes. Approval does no title to this lease.	of America		ty to this tr	ansfer holds	legal or equital
THE UNITED STATES O This transfer is approved solely for administrative purposes. Approval does no title to this lease. OCT 0 1 1995	of America		ty to this tr	ansfer holds	legal or equital
THE UNITED STATES O This transfer is approved solely for administrative purposes. Approval does no title to this lease.	of America		ty to this tr	ansfer holds	legal or equitab
THE UNITED STATES OF This transfer is approved solely for administrative purposes. Approval does not title to this lease. Transfer approved effective	OF AMERICA ot warrant th ND LAW A	at either par	T	N	
THE UNITED STATES OF This transfer is approved solely for administrative purposes. Approval does not title to this lease. Transfer approved effective	OF AMERICA ot warrant th	at either par	T	N	legal or equitat

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an A (Commuco): ADDITIONAL SPACE for Names and addresses of additional transferees in Item No. 1, if needed, or for Land Description in Item No. 2 if needed. LAR LAR PORTATION CONTRACTOR

Whiting Patroleum Corporation (93%) 1700 Broadway, Suite 2300 Denver, Colorado 80290

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PART B: CERTIFICATION AND REQUEST FOR APPROVAL

- 1. The transferor certifies as owner of an interest in the above designated lease that hereby transfers to the above transferee(s) the rights specified above.
- 2. Transferce certifies as follows: (a) Transferce is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the transfer of NPR-A leases, transferee is a citizen, national, or resident alien of the United States or associations of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Transferee is not considered a minor under the laws of the State in which the lands covered by this transfer are located; (c) Transferee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; and (d) All parties holding an interest in the transfer are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (c) Transferee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Transferee is not in violation of sec. 41 of the Mineral Leasing Act.

Transferee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. upplicable terms and conditions include, but are not limited to, an obligation to conduct all operations on the leasehold in accordance with the terms and conditions of the lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any operations as described in the lease, and to furnish and maintain such bond as may be required by the lessor pursuant to regulations 43 CFR 3104, 3134, or 3206.

For geothermal transfers, an overriding royalty may not be less than one-fourth (%) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this transfer is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this day of 19 Name of Transferor <u>SEE ATTACHED LIST OF TRANSFERORS</u> Please type or print Transferor or (Signature)	Executed this <u>Seth</u> day of <u>suptemble</u> 19 <u>95</u> <u>but effective</u> may 1, 1995 BWAB, L.L.Q. Transferee <u>Cavelelli C. Toulo</u> Mana ger/Member (Signature)
Attorney-in-fact (Signature)	
(Transferor's Address)	WHITING PETROLEUM CORPORATION
(City) (State) (Zip Code)	Transferre the Anglatt
BURDEN HOL	JRS STATEMENT
	onse, including the time for reviewing instructions, gathering and maintaining data, and ate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land N.W., Washington, D.C. 20240, and the Office of Management and Budget, Paperwork
Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to statements or representations as to any matter within its jurisdiction.	o make to any Department or agency of the United States any false. fictitious or fraudulent

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SCHEDULE A

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LEASE SERIAL NO. NM-23472

5	Per	Percent of Interest	est	Per Overridi or Simil	Percent of Overriding Royalty or Similar Interests
TRANSFERORS	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
Gordy Gas Corporation	38.50	38.50	-0-	Ļ	See prior reservations of record
Petrosakh U.S.A.	20.00	20.00	-0-	-0-	
JGF, Inc.	12.00	12.00	-0-	-0-	
Donald G. Parsons	3.00	3.00	-0,	-0-	
K-Par Partners	3.00	3.00	- 0-	-0-	
Steven T. Wolf	2.50	2.50	-0-	-0-	
James B. Fullerton	1.00	1.00	-0-	-0-	
George B. Broome	1.00	1.00	-0-	-0-	
Adelante Oil & Gas, LLC.	1.00	.50	.50	- - -	
Robert W. Allen & Debra G. Allen	.25	.25	-0-	- <mark>0</mark> -	
TOTAL	82.25	81.75	.50	-0-	

GALLEGOS/NM23472.SCA

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TRANSFERORS

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This Assignment may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

Executed this 7th day of September	_, 1995, but effective as of May 1, 1995
Gordy Gas Corporation 811 Dallas, Suite 1505 Houston, Texas 77002 By: Russell D. Gordy, President	
Executed this day of	_, 1995, but effective as of May 1, 1995
Petrosakh U.S.A. 400 North St. Paul, Suite 400 Dallas, Texas 75201	
By: Mark McKinley, President	
Executed this day of	_, 1995, but effective as of May 1, 1995
JGF, Inc. 1331 Lamar, Suite 1065 Houston, Texas 77010	
By: James G. Floyd, President	

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This Assignment may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

Executed this	day of	, 1995, but effective as of May 1, 1995
Gordy Gas Corpor 811 Dallas, Suite 1 Houston, Texas 77	505	
By:Russell D. C	Gordy, President	
Executed this 6t	h_day ofSeptember	, 1995, but effective as of May 1, 1995
Petrosakh U.S.A. 400 North St. Paul, Dallas, Texas 7520 By:)
Executed this	day of	, 1995, but effective as of May 1, 1995
JGF, Inc. 1331 Lamar, Suite Houston, Texas 77		
By: James G. Fl	oyd, President	
# Marine and Carlos and	ۥؾۥۅؾ؋؞ۿۥڲڹؾ؞ۻۅ؞ؚ؇ؚڸٳٵڲڮۮ؞ۅٮ؞ڮ؞؆؇؞ؽڲڟۥڂ؇ؾ؋ڿؾؾڲؚۻڟ؇ۺ؞	۵۰۰۰۰۰۰ ۵۰۰۰۰ ۵۰۰۰۰ ۵۰۰۰۰ ۵۰۰۰۰ ۵۰۰۰۰ ۵۰۰۰ ۵۰۰۰ ۵۰۰۰ ۵۰۰۰ ۵۰۰۰ ۵۰۰۰۰ ۵۰۰۰۰ ۵۰۰۰۰ ۵۰۰۰۰ ۵۰۰۰۰ ۵۰۰۰۰ ۵۰۰۰۰ ۵۰۰۰ ۱

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This Assignment may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

Executed this	day of	, 1995, but effective as of May 1, 1995
Gordy Gas Corpo 811 Dallas, Suite 1 Houston, Texas 77	1505	
By: Russell D.	Gordy, President	
Executed this	day of	, 1995, but effective as of May 1, 1995
Petrosakh U.S.A. 400 North St. Pau Dallas, Texas 752	-	
By: Mark McK	inley, President	·
Executed this6	, day of <u>Septemb</u>	er, 1995, but effective as of May 1, 1995
JGF, Inc. 1331 Lamar, Suite Houston/Texas 7		
By: James G. F	Toyd, President	

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TRANSFERORS Page 2

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Executed this 6th day of September	<u></u> , 1995, but effective as of May 1, 1995
Donald G. Parsons 223 Oakdene Road Barrington, Illinois 60010 By: Donald G. Parsons	
By: <u><u><u>U</u>(<u>U</u>), <u>Arton</u> Arlene Parsons (Spouse)</u></u>	
Executed this day of	, 1995, but effective as of May 1, 1995
K-Par Partners 223 Oakdene Road Barrington, Illinois 60010	
By: Donald G. Parsons	
Executed this day of	, 1995, but effective as of May 1, 1995
Steven T. Wolf 400 North St. Paul, Suite 400 Dallas, Texas 75201	
By: Steven T. Wolf	

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TRANSFERORS	
Page 2	
Executed this day of	, 1995, but effective as of May 1, 199
	, 1999, but enterne us of May 1, 199
Donald G. Parsons	
223 Oakdene Road	
Barrington, Illinois 60010	
Darmigion, minors 00010	
Ву:	
By: Donald G. Parsons	
Dollard O. 1 alsolis	
Bur	
By: Arlene Parsons (Spouse)	
Allelle Parsons (Spouse)	in the second
	an a
K-Par Partners	
223 Oakdene Road	
Barrington, Illinois 60010	
By Janabel ausin	\sim
Donald G. Parsons	
Executed this day of	, 1995, but effective as of May 1, 199
	, 1990, 000 0100000 05 01 000 19 19 19
Steven T. Wolf	
400 North St. Paul, Suite 400	
Dallas, Texas 75201	
By:	
Steven T. Wolf	
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and a second	

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TRANSFERORS Page 2

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Executed this day of , 1995, but effective as of May 1, 1995 Donald G. Parsons 223 Oakdene Road Barrington, Illinois 60010 By: Donald G. Parsons By:_ Arlene Parsons (Spouse) Executed this _____ day of _____, 1995, but effective as of May 1, 1995 K-Par Partners 223 Oakdene Road Barrington, Illinois 60010 By:_ Donald G. Parsons day of <u>lugurt</u>, 1995, but effective as of May 1, 1995 Executed this 🗲 Steven T. Wolf.* 400 North St. Paul, Suite 400 Dallas, Texas 75201 Bν Steven T.

TRANSFERORS Page 3	
Executed this 6 day of ROAD,	, 1995, but effective as of May 1, 1995
James B. Fullerton 1645 Court Place, Suite 406 Denver, Colorado 80202	
By: <u>AMO B. SMUNT</u> Games B. Fullerton	
By: <u>Barbara A Jullerton</u> Barbara A. Fullerton (Spouse)	■ An an
Executed this day of	, 1995, but effective as of May 1, 1995
George B. Broome 409 St. Michaels Drive Santa Fe, New Mexico 87504	·
By:	
George B. Broome	
Ву:	,
Diane Broome (Spouse)	
, \$	
Executed this day of	, 1995, but effective as of May 1, 1995
Adelante Oil & Gas, L.L.C.	
P.O. Box 2471 Durance Colorado 81301	
Durango, Colorado 81301	
By:	teres sectores and the sec
Michael J. Finney, Managing Director	

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Page	3	

_____, 1995, but effective as of May 1, 1995 Executed this day of _____

James B. Fullerton 1645 Court Place, Suite 406 Denver, Colorado 80202

By:_

James B. Fullerton

By:

Barbara A. Fullerton (Spouse)

Executed this _____ day of _____, 1995, but effective as of May 1, 1995

George B. Broome 409 St. Michaels Drive Santa Fe, New Mexico 87504

By: George **B**. Broome roone By:

Diane Broome (Spouse)

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Executed this day of , 1995, but effective as of May 1, 1995

Adelante Oil & Gas, L.L.C. P.O. Box 2471 Durango, Colorado 81301

By:

Michael J. Finney, Managing Director

TRANSFERORS	
Page 3	
	· · · · · · · · · · · · · · · · · · ·
Executed this day of	, 1995, but effective as of May 1, 1995
James B. Fullerton	
1645 Court Place, Suite 406	
Denver, Colorado 80202	
By:	
By: James B. Fullerton	
Ву:	
Barbara A. Fullerton ((Spouse)
Executed this day of	, 1995, but effective as of May 1, 1995
Gaarga P. Brooma	
George B. Broome 409 St. Michaels Drive	
	4
409 St. Michaels Drive Santa Fe, New Mexico 8750	
409 St. Michaels Drive Santa Fe, New Mexico 8750	
409 St. Michaels Drive Santa Fe, New Mexico 8750 By: George B. Broome	
409 St. Michaels Drive Santa Fe, New Mexico 8750 By: George B. Broome By:	
409 St. Michaels Drive Santa Fe, New Mexico 8750 By: George B. Broome	
409 St. Michaels Drive Santa Fe, New Mexico 8750 By: George B. Broome By:	
409 St. Michaels Drive Santa Fe, New Mexico 8750 By: George B. Broome By:	
409 St. Michaels Drive Santa Fe, New Mexico 8750 By: George B. Broome By: Diane Broome (Spous	se)
409 St. Michaels Drive Santa Fe, New Mexico 8750 By: George B. Broome By: Diane Broome (Spous Executed this	
409 St. Michaels Drive Santa Fe, New Mexico 8750 By: George B. Broome By: Diane Broome (Spous Executed this <u>/446</u> day of Adelante Oil & Gas, L.L.C.	se)
409 St. Michaels Drive Santa Fe, New Mexico 8750 By: By: Diane Broome (Spous Executed this Adelante Oil & Gas, L.L.C. P.O. Box 2471	se)
409 St. Michaels Drive Santa Fe, New Mexico 8750 By: By: Diane Broome (Spous Executed this Adelante Oil & Gas, L.L.C. P.O. Box 2471 Durango, Colorado 81301	se)
409 St. Michaels Drive Santa Fe, New Mexico 8750 By: 	se)

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TRANSFERORS Page 4

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Executed this	64	day of	Sentenda	

_, 1995, but effective as of May 1, 1995

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Robert W. Allen & Debra G. Allen
 72 Silver Mountain Lane
 Durango, Colorado 81301

By: 1 |.| Robert W. Allen

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By: 'Lu Debra G. Allen

1995, but effective as of May 1, 1995 -Executed thisday of John Wilson 13400 County Road 120 Hesperus, Colorado 81326 By: John Wilson