

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF Mississippi )  
 )  
COUNTY OF Claiborne )

THIS ASSIGNMENT dated effective September 22, 1997 (the "Effective Date") is by and between MARY H. TRENCHARD, whose address is 920 E. Sunset Ct., Littleton, CO 80121, hereinafter referred to as "ASSIGNOR" and/or "GRANTOR", and MARY T. STRANAHAN, whose address is 3955 S. Jersey St., Denver, CO 80237, hereinafter referred to as "ASSIGNEE" and/or "GRANTEE", and

WHEREAS, ASSIGNOR represents without warranty of title that she owns all or an undivided interest in and to those certain Oil and Gas Leases more fully described on Exhibit "A" (Leases); and in and to the Wells and Equipment more fully described on Exhibit "B" (Wells and Equipment); and in and to the oil and gas and other minerals attributed to the lands set forth on Exhibit "C" (Mineral Intetrests), all exhibits are attached hereto and made a part hereof (hereinafter referred to as the "Subject Properties"), and

WHEREAS, the undersigned ASSIGNOR/GRANTOR now desires to assign, sell, grant and convey all of her interest in and to the Subject Properties unto ASSIGNEE/GRANTEE.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby grant, bargain, sell, assign, transfer, convey and quitclaim to ASSIGNEE all of ASSIGNOR'S right, title and interest in and to the following:

1. All of ASSIGNOR'S leasehold interests in, to and under the Leases, INsofar and ONLY INsofar as said Leases covers the lands more particularly described in Exhibit "A" attached hereto. The interests herein conveyed include by way of description, but not by way of limitation, all rights and working interests attributable or allocable to the oil and gas Leases or Leasehold interests by virtue of pooling, unitization, communitization and operating agreements, licenses, permits or other agreements (the "Existing Contract"); and
2. All of ASSIGNOR'S interests in and to the Wells and Equipment as described on Exhibit "B" together with and including its interest in all wells and equipment, fixtures, improvements, machinery, supplies and other personal property appurtenant thereto and/or used in connection therewith, or as an incident to, the operation of said well(s) and the interest therein; and
3. All of ASSIGNOR'S interest in and to the oil and gas and other minerals in and under and that may be produced from the lands more particularly described in Exhibit "C", attached hereto, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals. This assignment, conveyance and sale is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil and gas lease of record heretofore executed; it being understood and agreed that said Grantee/Assignee shall have, receive and enjoy the herein granted undivided interest in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease.
4. All of ASSIGNOR'S right, title and interest in and to all contracts and contractual rights, obligations and interest including but not limited to all oil, gas or other mineral sales, purchase, marketing and processing agreements, farmins, farmouts, easements, rights-of-way and other contracts and agreements and renewals and extensions thereof relating to the aforesaid Leases, the interest therein, the lands covered thereby and the operations thereof;

all of which interests, subject to the Existing Contracts, are collectively referred to as the "Subject Properties."

Trenchard  
Assignment and Bill of Sale

The Subject Properties are assigned, conveyed, quit claimed, and sold without representation, warranty or covenant of any kind or nature, express, implied or statutory. All equipment, wells and personal property are conveyed in an "AS IS, WHERE IS" condition and state of repair, with all faults and defects, and without warranty of merchantability, quality, condition and/or fitness for a particular purpose.

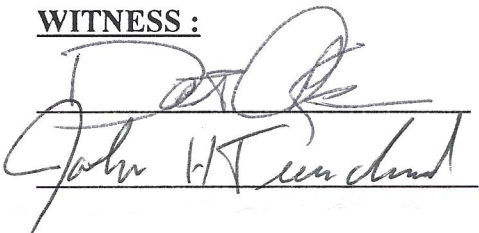
TO HAVE AND TO HOLD the same interest conveyed unto ASSIGNEE, her successors and assigns forever. ASSIGNEE/GRANTEE and ASSIGNOR/GRANTOR, in consideration of the mutual benefits to be derived hereunder, understand and agree to the following terms and conditions:

1. this Assignment, Conveyance and Bill of Sale, and the interests hereby assigned, granted, transferred, sold, conveyed and quitclaimed, are assigned, granted, transferred, sold, conveyed without warranties or covenants of title, either express or implied.
2. From and after the Effective Date hereof, ASSIGNEE shall be entitled to the credits and proceeds of production from and accruing to the interests herein conveyed. Additionally, from and after the Effective Date, ASSIGNEE shall assume and bear the responsibility for costs, expenses, disbursements, obligations and liabilities attributable to the Subject Property. ASSIGNOR shall be entitled to all credits and proceeds of production from and accruing to the interests conveyed herein and shall be responsible for all costs, expenses, disbursement, obligations and liabilities attributable to said interest for all periods of time prior to the Effective Date hereof.
3. Production and Ad valorem taxes on production obtained during the current year will be allocated on a proportional basis based on percentage ownership for the calendar year in which the taxes are applicable.

The terms, covenants, conditions and obligations hereof shall be binding upon and inure to the benefit of the ASSIGNOR and the ASSIGNEE, and their respective successors and assigns, and such terms, covenants, conditions and obligations shall be covenants running with the land.

EXECUTED on the dates indicated by the individual notarial acknowledgements, but effective for all purposes as of 7:00 A.M. local time on September 22, 1997 (the "Effective Date").

WITNESS:

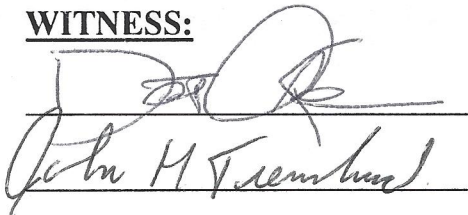
  
\_\_\_\_\_  
John H. Trenchard

ASSIGNOR/GRANTOR

MARY H. TRENCHARD

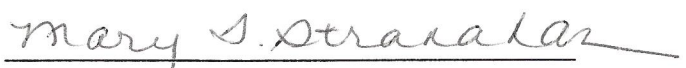
  
\_\_\_\_\_  
Mary H. Trenchard

WITNESS:

  
\_\_\_\_\_  
John H. Trenchard

ASSIGNEE/GRANTEE

MARY T. STRANAHAN

  
\_\_\_\_\_  
Mary T. Stranahan

Trenchard  
Assignment and Bill of Sale

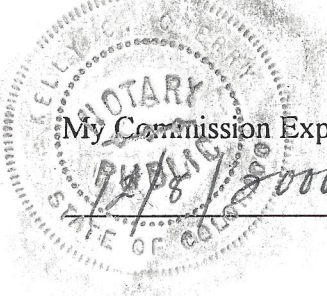
STATE OF COLORADO )

COUNTY OF DENVER )

BEFORE ME, the undersigned, a Notary Public in and for said county in said State, on this 22 day of SEPT, 1997, personally appeared MARY H. TRENCHARD, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal this 22 day of SEPTEMBER, 1997

[Signature]  
Notary Public



My Commission Expires: \_\_\_\_\_

STATE OF COLORADO )

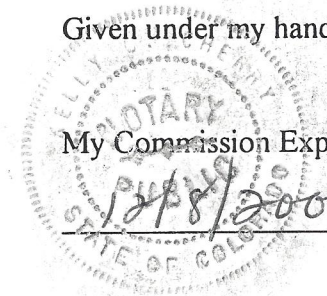
)SS

COUNTY OF DENVER )

BEFORE ME, the undersigned, a Notary Public in and for said county in said State, on this 22 day of SEPT, 1997, personally appeared MARY T. STRANAHAN, to me known to be the identical person, described in and who executed the within and foregoing instrument of writing and acknowledged to me that she duly executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal this 22 day of SEPT., 1997.

[Signature] Notary Public



My Commission Expires: \_\_\_\_\_



**EXHIBIT "A"**

**ASSIGNMENT, BILL OF SALE AND CONVEYANCE  
MARY H. TRENCHARD  
INTO  
MARY T STRANAHAN**

LESSOR:

LESSEE:

LEASE DATE:

RECORDED:

DESCRIPTION:

BOOK\_\_\_\_, PAGE\_\_\_\_

- 1st: All that part of the real estate owned by D.E. McCaa, Sr, at the time of his death, which was known as the Taylor tract and lies on the Southeast side of the Port Gibson and Rocky Springs public road, except about thirty (30) acres conveyed to Leroy McCaa by deed dated November 4, 1937, from the devisees of said D.E. McCaa Sr., deceased; and also that part of what is known as the Trevillion tract which lies on the southeast side of said public road and belonging to said D.E. McCaa, Sr., at the time of his death: the said two tracts on the southeast side of said road being in Section 59, Township ]3 North, Range 4 East: Section 5], Township ]3 North, Range 3 East: Section ], Township ]2 North, Range 3 East: the said Taylor tract as a whole, being particularly described in the deed from Jasper N. Taylor tract as a whole, being particularly described in the deed from Jasper N. Taylor to D.E. McCaa, Sr., on page 20] of Deed Book 4-N of the -deed records of said county to which deed reference is made for more particular description of the Taylor tract which lies on the Southeast side of the public road: the said Trevillion tract as a whole being particularly described in that certain deed to D.E. McCaa, Sr., the D.E. McCaa, Jr., by J.T. Trevillion and wife by deed recorded on page 363 of Deed Book 3-P of the deed records of said county, to which deed reference is hereby made for more particular description of that part of the said Trevillion tract which lies on the Southeast side of said public road.
- 2nd: That certain tract of land conveyed to D.E. McCaa by H.F. Harper and wife by deed recorded on page 456 of Deed Book 3-V of the records of said county, to which reference is here made, the same being the SW] /4, of NE] /4: 7 acres in the South end of the W] /2-SE: the W] /2-SE] /4, 69.4 acres, and the SE] /4-SW] /4, all in Section ], Township ]2 North, Range 3 East.
- 3rd: That certain tract of land conveyed to D.E. McCaa by deed recorded on page 560 of Deed Book 4-C of the deed records of said county, to which reference is here made the same being the North one-third of the NW] /4 Section 6, Township ]2 North, Range 4 East, containing 50 acres, more or less.
- 4th: That certain tract conveyed to D.E. McCaa, Sr., by E.A. McCaa, by deed recorded on page 45] of Deed Book 4-E of the deed records of said county to which reference is here made for more particular description thereof: the same being the NM] /4 Section 6, Township ]2 North, Range 4 East containing ]02 acres, more or less: also, 39 ac

Trenchard  
Assignment and Bill of Sale

EXHIBIT "A" --PAGE 2

ASSIGNMENT, <sup>PAGE 2</sup> BILL OF SALE AND CONVEYANCE  
MARY H. TRENCHARD  
INTO  
MARY T STRANAHAN

LESSOR:  
LESSEE:  
LEASE DATE:  
RECORDED: BOOK\_\_\_\_, PAGE \_\_\_\_  
DESCRIPTION:

in the E $\frac{1}{2}$ -NE $\frac{1}{4}$  of Section ], and 34 acres in the NE  $\frac{1}{4}$  Section ], Township ]2 North, Range 3 East: all of said land adjoining and forming one body of land which is bounded ont the North by other lands owned by D.E. McCaa, Sr., at the time of his death, being the 3rs tract herein described, on the East by lands now owned by S.C. Harris, formerly owned by S. Bernheimer, et al, on the South by lands owned by Dan Cohn, formerly owned by A. Titche, and on the West by other lands owned by D.E. McCaa Sr., at the time of his death, being what is called the Trevillion tract.

These are the same tracts which were conveyred to Eugene and Verna Trevillion by deed from D.E. McCaa et al, of record in Deed Book 4-W, page 407 of the deed records of Claiborn County, Mississipni, whic deed is also referred to for a particular d-escription of these lands.

Trenchard  
Assignment and Bill of Sale

EXHIBIT "B"

ASSIGNMENT, BILL OF SALE AND CONVEYANCE  
MARY H. TRENCHARD  
TO MARY T. STRANAHAN

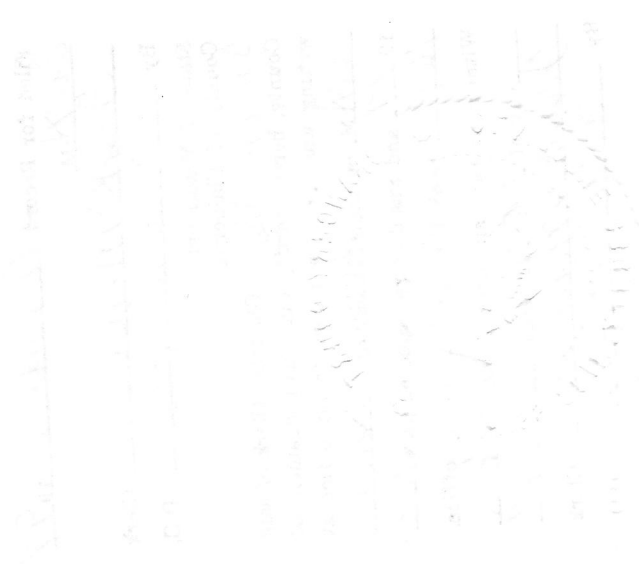
Non-Applicable

Trenchard  
Assignment and Bill of Sale

EXHIBIT "C"

ASSIGNMENT, BILL OF SALE AND CONVEYANCE  
MARY H. TRENCHARD  
TO MARY T. STRANAHAN

Non-Applicable



Filed for Record November 6, 19 97  
8:00 A.M.

By Frank M. Wilcox Clerk  
Carrie Busby D.C.  
State of Mississippi  
County of Claiborne

Frank M. Wilcox Chancery Clerk of said  
County, hereby certify that this instrument of  
writing was filed for record in my office at  
8:00 A.M. on the 6th day of November  
19 97 and was duly recorded on page 163  
169, Book No. 51 in my office.

Witness my hand and official seal this 6th  
day of November 19 97  
Frank M. Wilcox Clerk  
By Carrie Busby D.C.