

CONVEYANCE

147287

BEARD OIL COMPANY (herein called "Grantor"), for Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, and DELIVER unto SENSOR OIL & GAS, INC. (herein called "Grantee"), the following described properties, rights and interests (the "Subject Properties"):

(a) All of Grantor's interest in and to all of the oil, gas and/or other mineral leases, and other properties and interests, described in Exhibit "A", attached hereto and made a part hereof for all purposes, and all of Grantor's interest in the presently pending applications for Federal leases previously filed with the Bureau of Management as described on Exhibit "B" attached hereto and made a part hereof;

(b) Without limitation of the foregoing, all other rights, titles and interests (of whatever kind or character, whether legal or equitable, and whether vested or contingent) of Grantor in and to the oil, gas and other minerals in and under and that may be produced from lands (including, without limitation, lands described on Exhibit "A" or Exhibit "B" hereto) located within any state in the United States of America other than the State of Oklahoma or located offshore of the United States of America but within the offshore area over which the United States of America or any state thereof asserts jurisdiction (including, without limitation, interests in oil, gas, and/or mineral leases covering such lands, overriding royalties, production payments and net profits interests in such lands or such leases, and fee royally interests, fee mineral interests and other interests in oil, gas and other minerals), even though such interests of Grantor in such lands may be incorrectly described in, or omitted from, Exhibit "A" or Exhibit "B" hereto;

(c) All rights, titles and interests of Grantor in and to, or otherwise derived from, all presently existing and valid oil, gas and/or mineral unitization, pooling, and/or communitization agreements, declarations 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 and voluntary unitization agreements, designations and/or declarations), which relate to any of the properties described in subparagraphs (a) and (b) above;

(d) All rights, titles and interests of Grantor 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 subparagraphs (a), (b) and (c) above, or relate to the exploration, development, operation or maintenance thereof or the treatment, storage, transportation or marketing of production therefrom (or allocated thereto);

(e) All rights, titles and interests of Grantor in and to all machinery, equipment, improvements, and other personal property and fixtures (including, but not by way of limitation, wells, wellhead equipment, pumping units, flowlines, tanks, buildings, injection facilities, salt water disposal facilities, compression facilities, gathering systems, and other equipment), and all easements, rights-of-way, surface leases and other surface rights, all permits and licenses, and all 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 subparagraphs (a), (b) and (c) above, or the treatment, storage, transportation or marketing of production therefrom (or allocated thereto); and

(f) All of Grantor's lease files, abstracts and title opinions, production records, well files, accounting records (not including general financial records), unrestricted seismic records and surveys, gravity maps, electric logs, geological or geophysical data and records and other files, documents and records of every kind and description which directly relate to the properties described above;

SAVE AND EXCEPT those rights, interests and properties described on Exhibit "C" attached hereto and made a part hereof. It is not the intention of this conveyance to cover, and the same does not cover, any property interests which are acquired by Grantor after the date hereof.

TO HAVE AND TO HOLD the Subject Properties unto Grantee, its successors and assigns, forever.

Grantor agrees to warrant and forever defend title to the Subject Properties unto Grantee, its successors and assigns, against the claims and demands of all persons claiming, or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise. All EQUIPMENT, OTHER PERSONAL PROPERTY AND FIXTURES SOLD AND CONVEYED TO GRANTEE IS SOLD AND CONVEYED ON AN "AS IS" AND "WHERE IS" BASIS AND GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR

Return to:

SENSOR OIL & GAS, INC.  
5600 North May Avenue, Suite 200  
Oklahoma City, Oklahoma 73112

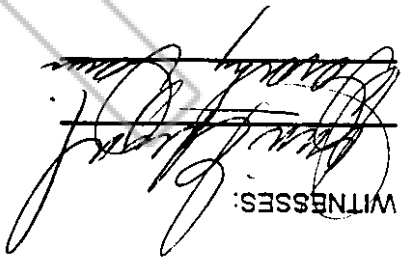
IMPLIED, AS TO THE MERCHANTABILITY, QUALITY, CONDITION, OR FITNESS FOR A PARTICULAR PURPOSE OF SUCH EQUIPMENT, OTHER PERSONAL PROPERTY AND FIXTURES. THE PARTIES AGREE THAT, TO THE EXTENT REQUIRED BY LAW TO BE APPLICABLE, THE DISCLAIMERS CONTAINED WITHIN THIS PARAGRAPH ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY LAW, RULE OR ORDER. This Conveyance is made with full substitution and subrogation of Grantee in and to all representations and warranties of title heretofore given or made with respect to the Subject Properties.

Grantor agrees to execute and deliver to Grantee, from time to time, all such other and additional instruments, notices, division orders, transfer orders and other documents, and to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to Grantee the rights, titles, interests and estates conveyed to Grantee hereby or intended so to be.

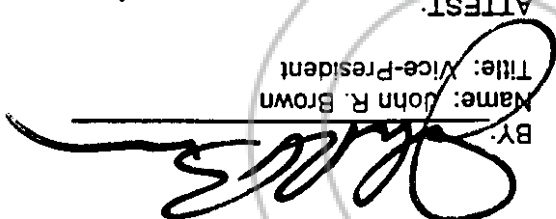
This Conveyance is being executed in several counterparts all of which are identical, except that, to facilitate recording, in certain counterparts hereof only that those portions of Exhibits "A" and "B" which contain specific descriptions of properties located in the recording jurisdiction in which the particular counterpart is to be recorded are included, and other portions of Exhibit "A" and "B" are included by reference only. All of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF this Conveyance has been executed on 10th day of October, 1993, effective as to runs of oil and deliveries of gas, and for all other purposes, as of 7:00 a.m. local time at the locations of the Subject Properties, respectively, on October 1, 1993.

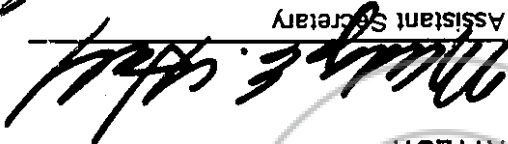
WITNESSES:

  
\_\_\_\_\_  
*Stanley D. ...*

BEARD OIL COMPANY

BY:   
Name: John R. Brown  
Title: Vice-President

ATTEST:

  
Assistant Secretary

The address of Grantee is:  
Enterprise Plaza  
5600 N. May Avenue, Suite 200  
Oklahoma City, OK 73112





My commission expires:

Susan Hall  
(printed name)

*Susan Hall*  
Notary Public, State of Oklahoma

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Oklahoma City, Oklahoma, on the day and year first above written.

COLOADO, KANSAS  
MICHIGAN, NEBRASKA  
NEW MEXICO, NORTH  
DAKOTA, OKLAHOMA  
TEXAS, UTAH & WYOMING

NEVADA & SOUTH DAKOTA On this day, before me, the undersigned officer, personally appeared the above named person, who acknowledged himself to be the above specified officer of Beard Oil Company, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

MONTANA On this date before me, the undersigned, personally appeared the above named person, known to me to be the above designated officer of the corporation that executed the within instrument, and acknowledged to me that said corporation executed such instrument.

MISSISSIPPI Personally appeared before me, the undersigned authority in and for the said state, on this day, within my jurisdiction, the above named person, being the above designated officer of the above stated corporation, and acknowledged that, for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

LOUISIANA On this date before me, the undersigned authority, personally came and appeared such person, to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document as the above designated officer of the corporation specified following such person's name, who signed said document before me in the presence of the two witnesses, whose names are there to subscribed as such, being competent witnesses, and who acknowledged, in my presence and in the presence of said witnesses, that he signed the above and foregoing document as his own free act and deed on behalf of such corporation by authority of its Board of Directors and as the free act and deed of such corporation and for the uses and purposes therein set forth and apparent.

CALIFORNIA On this 26th day of October, 1993, before me, the undersigned, a Notary Public in and for said state, personally appeared the above-named person, known to me to be the person who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

ALASKA On this 26th day of October in the year 1993, before me personally appeared the above named person, known to me to be the above specified officer of the corporation described in and that executed the within instrument and acknowledged to me that such corporation executed the same.

BE IT REMEMBERED THAT I, the undersigned authority, a Notary Public duly qualified, commissioned, sworn and acting in and for the State of Oklahoma and being authorized in such county and state to take acknowledgments, hereby certify that, on this 26th day of October, 1993, there personally appeared before me John R. Brown, Vice-President of Beard Oil Company, a Delaware corporation, known to me to be such officer, such corporation, being a party to the foregoing instrument.

STATE OF OKLAHOMA )  
COUNTY OF OKLAHOMA )  
ss )

State: NEVADA  
County: BURKEA

1. Lease: 047197-N00  
Date: 12/01/87  
Lessor: BLM — N-47197  
Lessee: BEARD OIL COMPANY  
Recorded: Volume: , Page:

Legal Description  
T24N, R53E, W1. DIBBLE MERIDIAN

- SFC. 01: ALL
- SFC. 02: ALL
- SFC. 03: ALL
- SFC. 04: LOTS 3,4, S/2NW/4, SW/4, E/2
- SFC. 05: LOTS 1,2,3,4, S/2N/2, S/2
- SFC. 07: LOTS 2,3,4, SE/4NW/4, E/2SW/4, SE/4, SE/4NE/4
- SFC. 08: ALL
- SFC. 09: ALL
- SFC. 10: ALL
- SFC. 11: ALL
- SFC. 12: ALL
- SFC. 13: ALL
- SFC. 14: ALL
- SFC. 15: ALL
- SFC. 16: ALL

2. Lease: 047634-N00  
Date: 09/01/88  
Lessor: BLM — N-47634  
Lessee: BEARD OIL COMPANY  
Recorded: Volume: , Page:

Legal Description  
T17N, R53E

- SFC. 25: ALL
- SFC. 26: ALL
- SFC. 35: ALL
- SFC. 36: ALL

**COPY**

NONE

157287

EUREKA COUNTY, REVA DA  
M. N. REBAL EATI, RECORDER  
FILE NO. FEE \$ 12.00

BOOK 255 PAGE 001  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Board of Company*  
93 NOV - 3 P 3:09

COPY

NONE

EXHIBIT "C"