

After Recording Return to:

Debe Thomas
Holme Roberts & Owen LLP
1700 Lincoln, Suite 4100
Denver, CO 80203-4541

BOOK **435** PAGE **77-88**
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Holme Roberts & Owen LLP
2006 APR 17 PM 3: 22

EUREKA COUNTY, NEVADA
M.H. REBALEATH, RECORDER
FILE NO. **204502** FEES **25.00**

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), dated effective February 1, 2006 as of 7:00 a.m., Central Standard Time (the "Effective Time"), is from SINCLAIR OIL CORPORATION, a Wyoming Corporation, with an address of 550 East South Temple, Salt Lake City, Utah 84102-1098 ("Assignor") to SINCLAIR OIL & GAS COMPANY, a Wyoming corporation, with an address of 550 East South Temple, Salt Lake City, Utah 84102-1098 ("Assignee").

For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, grants, bargains, and conveys to Assignee all of Assignor's right, title and interest, in and to the following (all of which are collectively called the "Assets"):

1. (a) The oil and gas leases (including working interests, royalty interests, overriding royalty interests, net profits interests and all other leasehold interests whether described or not) described on Exhibit A attached hereto (the "Leases"), and the lands covered by the Leases, including, without limitation, the lands described on Exhibit A (the "Lands"), whether or not Assignor's interest in the Lands is correctly or sufficiently described on Exhibit A; (b) all payments out of production, reversionary rights, and contractual rights to production in the Lands; (c) all wells located on the Lands (the "Wells"); (d) all easements, rights of way, and other rights, privileges, benefits and powers with respect to the use and occupation of the surface of, and the subsurface depths under, the land covered by the Leases, the Lands, or other lands, to the extent used, or useful, in connection with the exploration, drilling, operating or production of Hydrocarbons (as defined below) from the Leases and Lands; and (e) any pooled or unitized acreage located in whole or in part within each Lease, including all Hydrocarbon production from the pool or unit allocated to any such Lease and all interests in any wells within the unit or pool associated with such Lease (the "Units"), regardless of whether such unit or pool production comes from wells located within or without the Leases, together with the rights in and to all existing and effective unitization, pooling and communitization agreements, declarations and orders, and the properties covered and the units created thereby, to the extent they relate to or affect any of the Leases or Lands;

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For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, grants, bargains, and conveys to Assignee all of Assignor's right, title and interest, in and to the following (all of which are collectively called the "Assets"):

1. (a) The oil and gas leases (including working interests, royalty interests, overriding royalty interests, net profits interests and all other leasehold interests whether described or not) described on Exhibit A attached hereto (the "Leases"), and the lands covered by the Leases, including, without limitation, the lands described on Exhibit A (the "Lands"), whether or not Assignor's interest in the Lands is correctly or sufficiently described on Exhibit A; (b) all payments out of production, reversionary rights, and contractual rights to production in the Lands; (c) all wells located on the Lands (the "Wells"); (d) all easements, rights of way, and other rights, privileges, benefits and powers with respect to the use and occupation of the surface of, and the subsurface depths under, the land covered by the Leases, the Lands, or other lands, to the extent used, or useful, in connection with the exploration, drilling, operating or production of Hydrocarbons (as defined below) from the Leases and Lands; and (e) any pooled or unitized acreage located in whole or in part within each Lease, including all Hydrocarbon production from the pool or unit allocated to any such Lease and all interests in any wells within the unit or pool associated with such Lease (the "Units"), regardless of whether such unit or pool production comes from wells located within or without the Leases, together with the rights in and to all existing and effective unitization, pooling and communitization agreements, declarations and orders, and the properties covered and the units created thereby, to the extent they relate to or affect any of the Leases or Lands;

2. All of the oil and gas and associated hydrocarbons in, on and under or that may be produced from or otherwise attributable to the Leases, the Lands, and the Units ("Hydrocarbons");

3. To the extent assignable and applicable to the Assets, all licenses, servitudes, gas purchase and sale contracts (including interests and rights, if any, with respect to any prepayments, take-or-pay, buydown and buyout agreements) to the extent that the same pertain or relate to periods after the Effective Time, crude oil purchase and sale agreements, farmin agreements, farmout agreements, bottom hole agreements, acreage contribution agreements, operating agreements, unit agreements, unit operating agreements, processing agreements, options, leases of equipment or facilities, joint venture agreements, pooling agreements, transportation agreements, rights-of-way and other surface use contracts, agreements and rights, which are owned by Assignor, in whole or in part, and are appurtenant to or held or used in connection with the exploration, drilling, operating or producing Hydrocarbons from the Leases, the Lands or the Units, or the sale, distribution or disposal of Hydrocarbons, water or other substances therefrom (collectively, the "Contracts");

4. All of the real, personal and mixed property and facilities located in or on the Leases, the Lands or the Units, or other lands, and used in the operation thereof, which are owned by Assignor, in whole or in part, including, without limitation, well equipment; flowlines, gathering systems, piping, buildings, treatment facilities, disposal facilities, injection facilities, compressors, casing; tanks; crude oil, natural gas, condensate or products in storage severed after the Effective Time; tubing; pumps; pumping units; motors; fixtures; machinery and other equipment ("Related Assets");

5. To the extent assignable, all governmental permits, licenses and authorizations, as well as any applications for the same, related to the Leases, the Lands or the Units, or the use thereof; and

6. All of Assignor's files, records and data relating to the items described in paragraphs 1 through 5 above, including, without limitation, title records (title curative documents); surveys, maps and drawings; contracts; correspondence; geological records and information; production records, electric logs, core data, pressure data, decline curves, graphical production curves and all related matters and construction documents; Assignor's proprietary geophysical and seismic records, data and related information that are not subject to contractual restrictions on transfer; accounting and tax records useful to Assignee in the continued operation of the Assets (collectively the "Records").

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

This Assignment is made and accepted expressly subject to the following terms and conditions:

A. This Assignment is executed without warranty of any kind, either express or implied, except Assignor specially warrants and agrees to defend Assignor's title to the Assets

2. All of the oil and gas and associated hydrocarbons in, on and under or that may be produced from or otherwise attributable to the Leases, the Lands, and the Units ("Hydrocarbons");

3. To the extent assignable and applicable to the Assets, all licenses, servitudes, gas purchase and sale contracts (including interests and rights, if any, with respect to any prepayments, take-or-pay, buydown and buyout agreements) to the extent that the same pertain or relate to periods after the Effective Time, crude oil purchase and sale agreements, farmin agreements, farmout agreements, bottom hole agreements, acreage contribution agreements, operating agreements, unit agreements, unit operating agreements, processing agreements, options, leases of equipment or facilities, joint venture agreements, pooling agreements, transportation agreements, rights-of-way and other surface use contracts, agreements and rights, which are owned by Assignor, in whole or in part, and are appurtenant to or held or used in connection with the exploration, drilling, operating or producing Hydrocarbons from the Leases, the Lands or the Units, or the sale, distribution or disposal of Hydrocarbons, water or other substances therefrom (collectively, the "Contracts");

4. All of the real, personal and mixed property and facilities located in or on the Leases, the Lands or the Units, or other lands, and used in the operation thereof, which are owned by Assignor, in whole or in part, including, without limitation, well equipment; flowlines, gathering systems, piping, buildings, treatment facilities, disposal facilities, injection facilities, compressors, casing; tanks; crude oil, natural gas, condensate or products in storage severed after the Effective Time; tubing; pumps; pumping units; motors; fixtures; machinery and other equipment ("Related Assets");

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against the lawful claims and demands of all persons claiming or to claim the same or any part thereof by, through or under Assignor, but not otherwise.

B. Assignee shall, to the extent permitted by law, be subrogated to Assignor's rights in and to warranties given with respect to the Assets. Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Assets, but only to the extent not enforced by Assignor.

C. EXCEPT AS SET FORTH IN PARAGRAPH A ABOVE, THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY WARRANTY AS TO THE CONDITION OF ANY PERSONAL PROPERTY, EQUIPMENT, FIXTURES AND ITEMS OF MOVEABLE PROPERTY COMPRISING ANY PART OF THE ASSETS, INCLUDING (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (d) ANY RIGHTS OF ASSIGNEE UNDER APPLICABLE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, AND (e) ANY CLAIM BY ASSIGNEE FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING EXPRESSLY UNDERSTOOD BY ASSIGNEE THAT SAID PERSONAL PROPERTY, FIXTURES, EQUIPMENT, AND ITEMS ARE BEING CONVEYED TO ASSIGNEE "AS IS", "WHERE IS", WITH ALL FAULTS, AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR.

D. The references herein to liens, encumbrances, burdens, defects and other matters are for the purpose of defining the nature and extent of Assignor's special limited warranty given in paragraph A above, and such references shall not be deemed to ratify or create any rights in third parties or merge with, modify or limit the rights of Assignor or Assignee, as between themselves.

E. Unless provided otherwise, all recording references in the Exhibits hereto are to the official real property records of the counties in which the Assets are located.

F. Separate assignments of the Assets may be executed on officially approved forms by Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, power and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the Assets conveyed herein.

G. This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns.

against the lawful claims and demands of all persons claiming or to claim the same or any part thereof by, through or under Assignor, but not otherwise.

B. Assignee shall, to the extent permitted by law, be subrogated to Assignor's rights in and to warranties given with respect to the Assets. Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Assets, but only to the extent not enforced by Assignor.

C. EXCEPT AS SET FORTH IN PARAGRAPH A ABOVE, THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY WARRANTY AS TO THE CONDITION OF ANY PERSONAL PROPERTY, EQUIPMENT, FIXTURES AND ITEMS OF MOVEABLE PROPERTY COMPRISING ANY PART OF THE ASSETS, INCLUDING (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (d) ANY RIGHTS OF ASSIGNEE UNDER APPLICABLE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, AND (e) ANY CLAIM BY ASSIGNEE FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING EXPRESSLY UNDERSTOOD BY ASSIGNEE THAT SAID PERSONAL PROPERTY, FIXTURES, EQUIPMENT, AND ITEMS ARE BEING CONVEYED TO ASSIGNEE "AS IS", "WHERE IS", WITH ALL FAULTS, AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR.

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G. This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns.

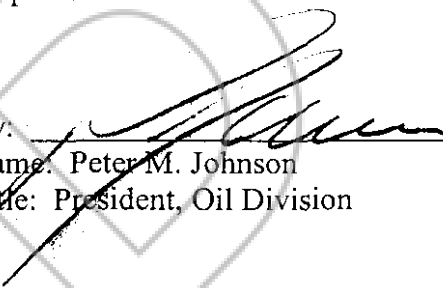
H. This Assignment may be executed in any number of counterparts, and by different parties in separate counterparts, each of which shall be deemed to be an original instrument, but all of which together shall constitute but one instrument.

I. To facilitate recordation, there are omitted from Exhibit A in certain counterparts descriptions of property located in recording jurisdictions other than the jurisdiction in which the particular counterpart is to be filed or recorded.

EXECUTED on the dates contained in the acknowledgment of this instrument, to be effective for all purposes as of the Effective Time.

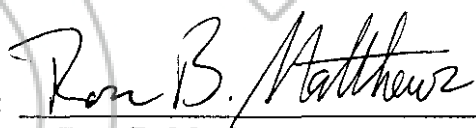
ASSIGNOR:

SINCLAIR OIL CORPORATION, a Wyoming corporation

By: 
Name: Peter M. Johnson
Title: President, Oil Division

ASSIGNEE:

SINCLAIR OIL & GAS COMPANY, a Wyoming corporation

By: 
Name: Ross B. Matthews
Title: President

[Remainder of page intentionally left blank.]

H. This Assignment may be executed in any number of counterparts, and by different parties in separate counterparts, each of which shall be deemed to be an original instrument, but all of which together shall constitute but one instrument.

I. To facilitate recordation, there are omitted from Exhibit A in certain counterparts descriptions of property located in recording jurisdictions other than the jurisdiction in which the particular counterpart is to be filed or recorded.

EXECUTED on the dates contained in the acknowledgment of this instrument, to be effective for all purposes as of the Effective Time.

ASSIGNOR:

SINCLAIR OIL CORPORATION, a Wyoming corporation

By: 

Name: Peter M. Johnson

Title: President, Oil Division

ASSIGNEE:

SINCLAIR OIL & GAS COMPANY, a Wyoming corporation

By: 

Name: Ross B. Matthews

Title: President

[Remainder of page intentionally left blank.]

ACKNOWLEDGMENTS

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

(Colorado, North Dakota, Texas, Utah and Wyoming)

The foregoing instrument was acknowledged before me this 30th day of March, 2006 by Peter M. Johnson as President, Oil Division of SINCLAIR OIL CORPORATION, a Wyoming corporation. Witness my hand and official seal.

(Kansas, Montana and Nevada)

This instrument was acknowledged before me on this 30th day of March, 2006 by Peter M. Johnson, as President, Oil Division of SINCLAIR OIL CORPORATION, a Wyoming corporation, on behalf of such corporation

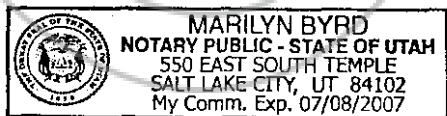
(Mississippi)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of March, 2006, within my jurisdiction, the within named Peter M. Johnson, who acknowledged that he is President, Oil Division of SINCLAIR OIL CORPORATION, a Wyoming corporation, and 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.

Marilyn Byrd
Name: Marilyn Byrd
Notary Public for the State of Utah
Residing at Salt Lake City

My Commission Expires:
July 8, 2007

[NOTARIAL SEAL]



ACKNOWLEDGMENTS

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

(Colorado, North Dakota, Texas, Utah and Wyoming)

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(Kansas, Montana and Nevada)

This instrument was acknowledged before me on this 30th day of March, 2006 by Peter M. Johnson, as President, Oil Division of SINCLAIR OIL CORPORATION, a Wyoming corporation, on behalf of such corporation

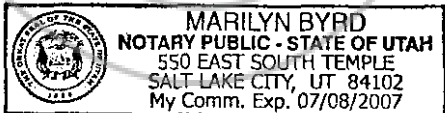
(Mississippi)

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Marilyn Byrd
Name: Marilyn Byrd
Notary Public for the State of Utah
Residing at Salt Lake City

My Commission Expires:
July 8, 2007

[NOTARIAL SEAL]



STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

(Colorado, North Dakota, Texas, Utah and Wyoming)

The foregoing instrument was acknowledged before me this 30th day of March, 2006 by Ross B. Matthews as President of SINCLAIR OIL & GAS COMPANY, a Wyoming corporation. Witness my hand and official seal.

(Kansas, Montana and Nevada)

This instrument was acknowledged before me on this 30th day of March, 2006 by Ross B. Matthews, as President of SINCLAIR OIL & GAS COMPANY, a Wyoming corporation, on behalf of such corporation

(Mississippi)

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Marilyn Byrd
Name: Marilyn Byrd
Notary Public for the State of Utah
Residing at Salt Lake City

My Commission Expires:

July 8, 2007

[NOTARIAL SEAL]



STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

(Colorado, North Dakota, Texas, Utah and Wyoming)

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(Mississippi)

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Marilyn Byrd
Name: Marilyn Byrd
Notary Public for the State of Utah
Residing at Salt Lake City

My Commission Expires:

July 8, 2007

[NOTARIAL SEAL]



EUREKA COUNTY - NEVADA

LEASE NUMBER: NV-0046-000
 LESSOR: NVN-63071
 LESSEE: YATES PETROLEUM CORPORATION
 LEASE DATE: 01/01/1999
 RECORDED: BOOK PAGE ENTRY

GROSS: 2120.000000 NET: 2120.000000
 STATE COUNTY

NEVADA EUREKA

DESCRIPTION:

T28N R52E, SEC.20, MERIDIAN: 16, SE/4 ; SE/4 NE/4 ; W/2 ;
 W/2 NE/4

T28N R52E, SEC.21, MERIDIAN: 16, S/2 SE/4 ; SW/4

T28N R52E, SEC.28, MERIDIAN: 16, ALL

T28N R52E, SEC.29, MERIDIAN: 16, ALL

LEASE NUMBER: NV-0047-000
 LESSOR: NVN-63072
 LESSEE: YATES PETROLEUM CORPORATION
 LEASE DATE: 01/01/1999
 RECORDED: BOOK PAGE ENTRY

GROSS: 2320.000000 NET: 2320.000000
 STATE COUNTY

NEVADA EUREKA

DESCRIPTION:

T28N R52E, SEC.22, MERIDIAN: 16, S/2 SW/4

T28N R52E, SEC.27, MERIDIAN: 16, ALL

T28N R52E, SEC.32, MERIDIAN: 16, ALL

T28N R52E, SEC.33, MERIDIAN: 16, ALL

T28N R52E, SEC.34, MERIDIAN: 16, W/2

LEASE NUMBER: NV-0048-000
 LESSOR: NVN-65579
 LESSEE: YATES PETROLEUM CORPORATION
 LEASE DATE: 07/01/1999
 RECORDED: BOOK PAGE ENTRY

GROSS: 1926.600000 NET: 1926.600000
 STATE COUNTY

NEVADA EUREKA

DESCRIPTION:

T26N R51E, SEC.1, MERIDIAN: 16, LOT 1= NE/4 NE/4 ; LOT 3=

EUREKA COUNTY - NEVADA

LEASE NUMBER: NV-0046-000
 LESSOR: NVN-63071
 LESSEE: YATES PETROLEUM CORPORATION
 LEASE DATE: 01/01/1999
 RECORDED: BOOK PAGE ENTRY

GROSS: 2120.000000 NET: 2120.000000
 STATE COUNTY

NEVADA EUREKA

DESCRIPTION:

T28N R52E, SEC.20, MERIDIAN: 16, SE/4 ; SE/4 NE/4 ; W/2 ; W/2 NE/4

T28N R52E, SEC.21, MERIDIAN: 16, S/2 SE/4 ; SW/4

T28N R52E, SEC.28, MERIDIAN: 16, ALL

T28N R52E, SEC.29, MERIDIAN: 16, ALL

LEASE NUMBER: NV-0047-000
 LESSOR: NVN-63072
 LESSEE: YATES PETROLEUM CORPORATION
 LEASE DATE: 01/01/1999
 RECORDED: BOOK PAGE ENTRY

GROSS: 2320.000000 NET: 2320.000000
 STATE COUNTY

NEVADA EUREKA

DESCRIPTION:

T28N R52E, SEC.22, MERIDIAN: 16, S/2 SW/4

T28N R52E, SEC.27, MERIDIAN: 16, ALL

T28N R52E, SEC.32, MERIDIAN: 16, ALL

T28N R52E, SEC.33, MERIDIAN: 16, ALL

T28N R52E, SEC.34, MERIDIAN: 16, W/2

LEASE NUMBER: NV-0048-000
 LESSOR: NVN-65579
 LESSEE: YATES PETROLEUM CORPORATION
 LEASE DATE: 07/01/1999
 RECORDED: BOOK PAGE ENTRY

GROSS: 1926.600000 NET: 1926.600000
 STATE COUNTY

NEVADA EUREKA

DESCRIPTION:

T26N R51E, SEC.1, MERIDIAN: 16, LOT 1= NE/4 NE/4 ; LOT 3=

DESCRIPTION:

NE/4 NW/4 ; LOT 2= NW/4 NE/4 ; LOT 4= NW/4 NW/4 ; S/2 ;
S/2 N/2

T26N R51E, SEC.2, MERIDIAN: 16, LOT 1= NE/4 NE/4 ; LOT 3=
NE/4 NW/4 ; LOT 2= NW/4 NE/4 ; LOT 4= NW/4 NW/4 ; S/2 ;
S/2 N/2

T26N R51E, SEC.12, MERIDIAN: 16, ALL

LEASE NUMBER:	NV-0049-000					
LESSOR:	NVN-65580					
LESSEE:	YATES PETROLEUM CORPORATION					
LEASE DATE:	07/01/1999			GROSS:	642.920000	NET: 642.920000
RECORDED:	BOOK	PAGE	ENTRY		STATE	COUNTY
					NEVADA	EUREKA

DESCRIPTION:

T26N R51E, SEC.3, MERIDIAN: 16, LOT 1= NE/4 NE/4 ; LOT 3=
NE/4 NW/4 ; LOT 2= NW/4 NE/4 ; LOT 4= NW/4 NW/4 ; S/2 ;
S/2 N/2

LEASE NUMBER:	NV-0050-000					
LESSOR:	NVN-65581					
LESSEE:	YATES PETROLEUM CORPORATION					
LEASE DATE:	07/01/1999			GROSS:	2560.000000	NET: 2560.000000
RECORDED:	BOOK	PAGE	ENTRY		STATE	COUNTY
					NEVADA	EUREKA

DESCRIPTION:

T26N R51E, SEC.9, MERIDIAN: 16, ALL
T26N R51E, SEC.10, MERIDIAN: 16, ALL
T26N R51E, SEC.11, MERIDIAN: 16, ALL
T26N R51E, SEC.16, MERIDIAN: 16, ALL

LEASE NUMBER:	NV-0051-000					
LESSOR:	NVN-65582					
LESSEE:	YATES PETROLEUM CORPORATION					
LEASE DATE:	07/01/1999			GROSS:	2560.000000	NET: 2560.000000
RECORDED:	BOOK	PAGE	ENTRY		STATE	COUNTY
					NEVADA	EUREKA

DESCRIPTION:

NE/4 NW/4 ; LOT 2= NW/4 NE/4 ; LOT 4= NW/4 NW/4 ; S/2 ;
S/2 N/2

T26N R51E, SEC.2, MERIDIAN: 16, LOT 1= NE/4 NE/4 ; LOT 3=
NE/4 NW/4 ; LOT 2= NW/4 NE/4 ; LOT 4= NW/4 NW/4 ; S/2 ;
S/2 N/2

T26N R51E, SEC.12, MERIDIAN: 16, ALL

LEASE NUMBER:	NV-0049-000						
LESSOR:	NVN-65580						
LESSEE:	YATES PETROLEUM CORPORATION						
LEASE DATE:	07/01/1999			GROSS:	642.920000	NET:	642.920000
RECORDED:	BOOK	PAGE	ENTRY		STATE		COUNTY
					NEVADA		EUREKA

DESCRIPTION:

T26N R51E, SEC.3, MERIDIAN: 16, LOT 1= NE/4 NE/4 ; LOT 3=
NE/4 NW/4 ; LOT 2= NW/4 NE/4 ; LOT 4= NW/4 NW/4 ; S/2 ;
S/2 N/2

LEASE NUMBER:	NV-0050-000						
LESSOR:	NVN-65581						
LESSEE:	YATES PETROLEUM CORPORATION						
LEASE DATE:	07/01/1999			GROSS:	2560.000000	NET:	2560.000000
RECORDED:	BOOK	PAGE	ENTRY		STATE		COUNTY
					NEVADA		EUREKA

DESCRIPTION:

T26N R51E, SEC.9, MERIDIAN: 16, ALL

T26N R51E, SEC.10, MERIDIAN: 16, ALL

T26N R51E, SEC.11, MERIDIAN: 16, ALL

T26N R51E, SEC.16, MERIDIAN: 16, ALL

LEASE NUMBER:	NV-0051-000						
LESSOR:	NVN-65582						
LESSEE:	YATES PETROLEUM CORPORATION						
LEASE DATE:	07/01/1999			GROSS:	2560.000000	NET:	2560.000000
RECORDED:	BOOK	PAGE	ENTRY		STATE		COUNTY
					NEVADA		EUREKA

DESCRIPTION:

T26N R51E, SEC.13, MERIDIAN: 16, ALL
T26N R51E, SEC.14, MERIDIAN: 16, ALL
T26N R51E, SEC.23, MERIDIAN: 16, ALL
T26N R51E, SEC.24, MERIDIAN: 16, ALL

LEASE NUMBER: NV-0052-000
LESSOR: NVN-65583
LESSEE: YATES PETROLEUM CORPORATION
LEASE DATE: 07/01/1999
RECORDED: BOOK PAGE ENTRY STATE COUNTY
GROSS: 1284.310000 NET: 1284.310000
NEVADA EUREKA

LEASE NUMBER: NV-0053-000
LESSOR: NVN-65584
LESSEE: YATES PETROLEUM CORPORATION
LEASE DATE: 07/01/1999
RECORDED: BOOK PAGE ENTRY STATE COUNTY
GROSS: 2391.820000 NET: 2391.820000
NEVADA EUREKA

DESCRIPTION:

T27N R51E, SEC.11, MERIDIAN: 16, ALL
T27N R51E, SEC.12, MERIDIAN: 16, ALL
T27N R51E, SEC.13, MERIDIAN: 16, LOT 1; LOT 2; LOT 3; LOT 4; W/2
T27N R51E, SEC.14, MERIDIAN: 16, ALL

LEASE NUMBER: NV-0054-000
LESSOR: NVN-65585
LESSEE: YATES PETROLEUM CORPORATION
LEASE DATE: 07/01/1999
RECORDED: BOOK PAGE ENTRY STATE COUNTY
GROSS: 2560.000000 NET: 2560.000000
NEVADA EUREKA

DESCRIPTION:

T27N R51E, SEC.23, MERIDIAN: 16, ALL

DESCRIPTION:

T26N R51E, SEC.13, MERIDIAN: 16, ALL
 T26N R51E, SEC.14, MERIDIAN: 16, ALL
 T26N R51E, SEC.23, MERIDIAN: 16, ALL
 T26N R51E, SEC.24, MERIDIAN: 16, ALL

LEASE NUMBER: NV-0052-000
 LESSOR: NVN-65583
 LESSEE: YATES PETROLEUM CORPORATION
 LEASE DATE: 07/01/1999 GROSS: 1284.310000 NET: 1284.310000
 RECORDED: BOOK PAGE ENTRY STATE COUNTY

 NEVADA EUREKA

LEASE NUMBER: NV-0053-000
 LESSOR: NVN-65584
 LESSEE: YATES PETROLEUM CORPORATION
 LEASE DATE: 07/01/1999 GROSS: 2391.820000 NET: 2391.820000
 RECORDED: BOOK PAGE ENTRY STATE COUNTY

 NEVADA EUREKA

DESCRIPTION:

T27N R51E, SEC.11, MERIDIAN: 16, ALL
 T27N R51E, SEC.12, MERIDIAN: 16, ALL
 T27N R51E, SEC.13, MERIDIAN: 16, LOT 1; LOT 2; LOT 3; LOT
 4; W/2
 T27N R51E, SEC.14, MERIDIAN: 16, ALL

LEASE NUMBER: NV-0054-000
 LESSOR: NVN-65585
 LESSEE: YATES PETROLEUM CORPORATION
 LEASE DATE: 07/01/1999 GROSS: 2560.000000 NET: 2560.000000
 RECORDED: BOOK PAGE ENTRY STATE COUNTY

 NEVADA EUREKA

DESCRIPTION:

T27N R51E, SEC.23, MERIDIAN: 16, ALL

DESCRIPTION:

T27N R51E, SEC.24, MERIDIAN: 16, ALL

T27N R51E, SEC.25, MERIDIAN: 16, ALL

T27N R51E, SEC.26, MERIDIAN: 16, ALL

LEASE NUMBER: NV-0055-000

LESSOR: NVN-65586

LESSEE: YATES PETROLEUM CORPORATION

LEASE DATE: 07/01/1999

RECORDED: BOOK PAGE ENTRY

GROSS: 1280.000000 NET: 1280.000000

STATE COUNTY

NEVADA EUREKA

DESCRIPTION:

T27N R51E, SEC.35, MERIDIAN: 16, ALL

T27N R51W, SEC.36, MERIDIAN: 16, ALL

LEASE NUMBER: NV-0056-000

LESSOR: NVN-65587

LESSEE: YATES PETROLEUM CORPORATION

LEASE DATE: 07/01/1999

RECORDED: BOOK PAGE ENTRY

GROSS: 2049.340000 NET: 2049.340000

STATE COUNTY

NEVADA EUREKA

LEASE NUMBER: NV-0057-000

LESSOR: NVN-65588

LESSEE: YATES PETROLEUM CORPORATION

LEASE DATE: 07/01/1999

RECORDED: BOOK PAGE ENTRY

GROSS: 1280.100000 NET: 1280.100000

STATE COUNTY

NEVADA EUREKA

DESCRIPTION:

T27N R52E, SEC.4, MERIDIAN: 16, LOT 1; LOT 2; LOT 3; LOT
4 ; S/2 N/2; S/2

T27N R52E, SEC.5, MERIDIAN: 16,

LOT 1; LOT 2; LOT 3; LOT 4; S/2 N/2; S/2

DESCRIPTION:

T27N R51E, SEC.24, MERIDIAN: 16, ALL

T27N R51E, SEC.25, MERIDIAN: 16, ALL

T27N R51E, SEC.26, MERIDIAN: 16, ALL

LEASE NUMBER: NV-0055-000

LESSOR: NVN-65586

LESSEE: YATES PETROLEUM CORPORATION

LEASE DATE: 07/01/1999

RECORDED:

BOOK PAGE ENTRY

GROSS: 1280.000000 NET: 1280.000000

STATE COUNTY

NEVADA EUREKA

DESCRIPTION:

T27N R51E, SEC.35, MERIDIAN: 16, ALL

T27N R51W, SEC.36, MERIDIAN: 16, ALL

LEASE NUMBER: NV-0056-000

LESSOR: NVN-65587

LESSEE: YATES PETROLEUM CORPORATION

LEASE DATE: 07/01/1999

RECORDED:

BOOK PAGE ENTRY

GROSS: 2049.340000 NET: 2049.340000

STATE COUNTY

NEVADA EUREKA

LEASE NUMBER: NV-0057-000

LESSOR: NVN-65588

LESSEE: YATES PETROLEUM CORPORATION

LEASE DATE: 07/01/1999

RECORDED:

BOOK PAGE ENTRY

GROSS: 1280.100000 NET: 1280.100000

STATE COUNTY

NEVADA EUREKA

DESCRIPTION:

T27N R52E, SEC.4, MERIDIAN: 16, LOT 1; LOT 2; LOT 3; LOT

4 ; S/2 N/2; S/2

T27N R52E, SEC.5, MERIDIAN: 16,

LOT 1; LOT 2; LOT 3; LOT 4; S/2 N/2; S/2

LEASE NUMBER: NV-0058-000
 LESSOR: NVN-65589
 LESSEE: YATES PETROLEUM CORPORATION
 LEASE DATE: 07/01/1999
 RECORDED: BOOK PAGE ENTRY

GROSS: 2440.000000 NET: 2440.000000
 STATE COUNTY

NEVADA EUREKA

DESCRIPTION:

T27N R52E, SEC.16, MERIDIAN: 16, ALL
 T27N R52E, SEC.17, MERIDIAN: 16, ALL
 T27N R52E, SEC.20, MERIDIAN: 16, ALL
 T27N R52E, SEC.21, MERIDIAN: 16, N/2 NE/4 ; S/2 SE/4 ;
 SW/4 NE/4 ; W/2

LEASE NUMBER: NV-0059-000
 LESSOR: NVN-65590
 LESSEE: YATES PETROLEUM CORPORATION
 LEASE DATE: 07/01/1999
 RECORDED: BOOK PAGE ENTRY

GROSS: 2378.000000 NET: 2378.000000
 STATE COUNTY

NEVADA EUREKA

DESCRIPTION:

T27N R52E, SEC.18, MERIDIAN: 16, LOT 3; LOT 4; E/2 ; E/2
 SW/4
 T27N R52E, SEC.19, MERIDIAN: 16, E/2 W/2 ; LOT 2; LOT 3;
 LOT 1; E/2 ; LOT 4
 T27N R52E, SEC.30, MERIDIAN: 16, E/2 W/2 ; LOT 2; LOT 3;
 LOT 1; E/2 ; LOT 4
 T27N R52E, SEC.31, MERIDIAN: 16, E/2 W/2 ; LOT 2; LOT 3;
 LOT 1; E/2 ; LOT 4

LEASE NUMBER: NV-0060-000
 LESSOR: NVN-65591
 LESSEE: YATES PETROLEUM CORPORATION
 LEASE DATE: 07/01/1999
 RECORDED: BOOK PAGE ENTRY

GROSS: 1886.680000 NET: 1886.680000
 STATE COUNTY

NEVADA EUREKA

LEASE NUMBER: NV-0058-000
 LESSOR: NVN-65589
 LESSEE: YATES PETROLEUM CORPORATION
 LEASE DATE: 07/01/1999 GROSS: 2440.000000 NET: 2440.000000
 RECORDED: BOOK PAGE ENTRY STATE COUNTY

NEVADA EUREKA

DESCRIPTION:

T27N R52E, SEC.16, MERIDIAN: 16, ALL

T27N R52E, SEC.17, MERIDIAN: 16, ALL

T27N R52E, SEC.20, MERIDIAN: 16, ALL

T27N R52E, SEC.21, MERIDIAN: 16, N/2 NE/4 ; S/2 SE/4 ;
 SW/4 NE/4 ; W/2

LEASE NUMBER: NV-0059-000
 LESSOR: NVN-65590
 LESSEE: YATES PETROLEUM CORPORATION
 LEASE DATE: 07/01/1999 GROSS: 2378.000000 NET: 2378.000000
 RECORDED: BOOK PAGE ENTRY STATE COUNTY

NEVADA EUREKA

DESCRIPTION:

T27N R52E, SEC.18, MERIDIAN: 16, LOT 3; LOT 4; E/2 ; E/2
 SW/4

T27N R52E, SEC.19, MERIDIAN: 16, E/2 W/2 ; LOT 2; LOT 3;
 LOT 1; E/2 ; LOT 4

T27N R52E, SEC.30, MERIDIAN: 16, E/2 W/2 ; LOT 2; LOT 3;
 LOT 1; E/2 ; LOT 4

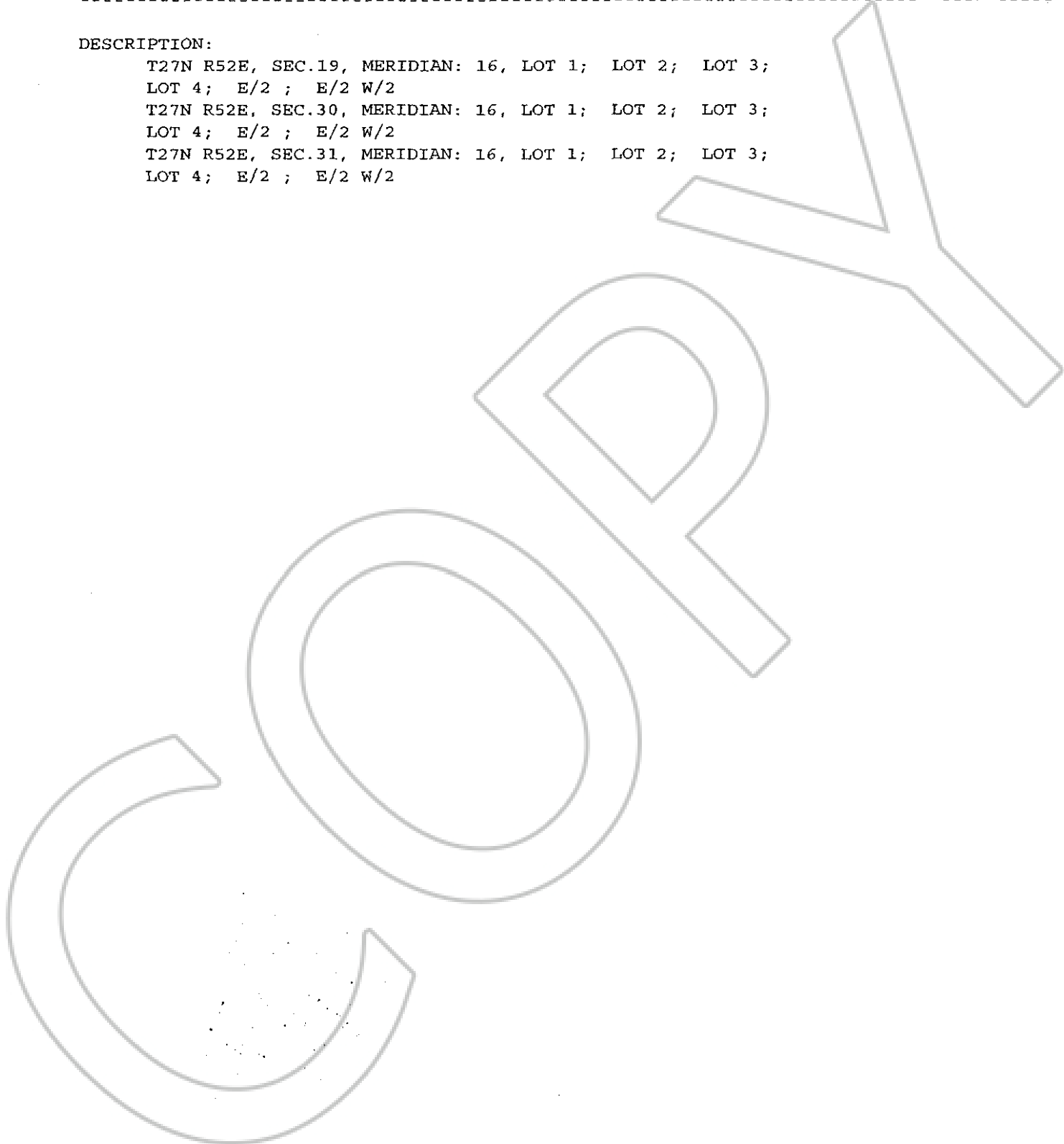
T27N R52E, SEC.31, MERIDIAN: 16, E/2 W/2 ; LOT 2; LOT 3;
 LOT 1; E/2 ; LOT 4

LEASE NUMBER: NV-0060-000
 LESSOR: NVN-65591
 LESSEE: YATES PETROLEUM CORPORATION
 LEASE DATE: 07/01/1999 GROSS: 1886.680000 NET: 1886.680000
 RECORDED: BOOK PAGE ENTRY STATE COUNTY

NEVADA EUREKA

DESCRIPTION:

T27N R52E, SEC.19, MERIDIAN: 16, LOT 1; LOT 2; LOT 3;
LOT 4; E/2 ; E/2 W/2
T27N R52E, SEC.30, MERIDIAN: 16, LOT 1; LOT 2; LOT 3;
LOT 4; E/2 ; E/2 W/2
T27N R52E, SEC.31, MERIDIAN: 16, LOT 1; LOT 2; LOT 3;
LOT 4; E/2 ; E/2 W/2

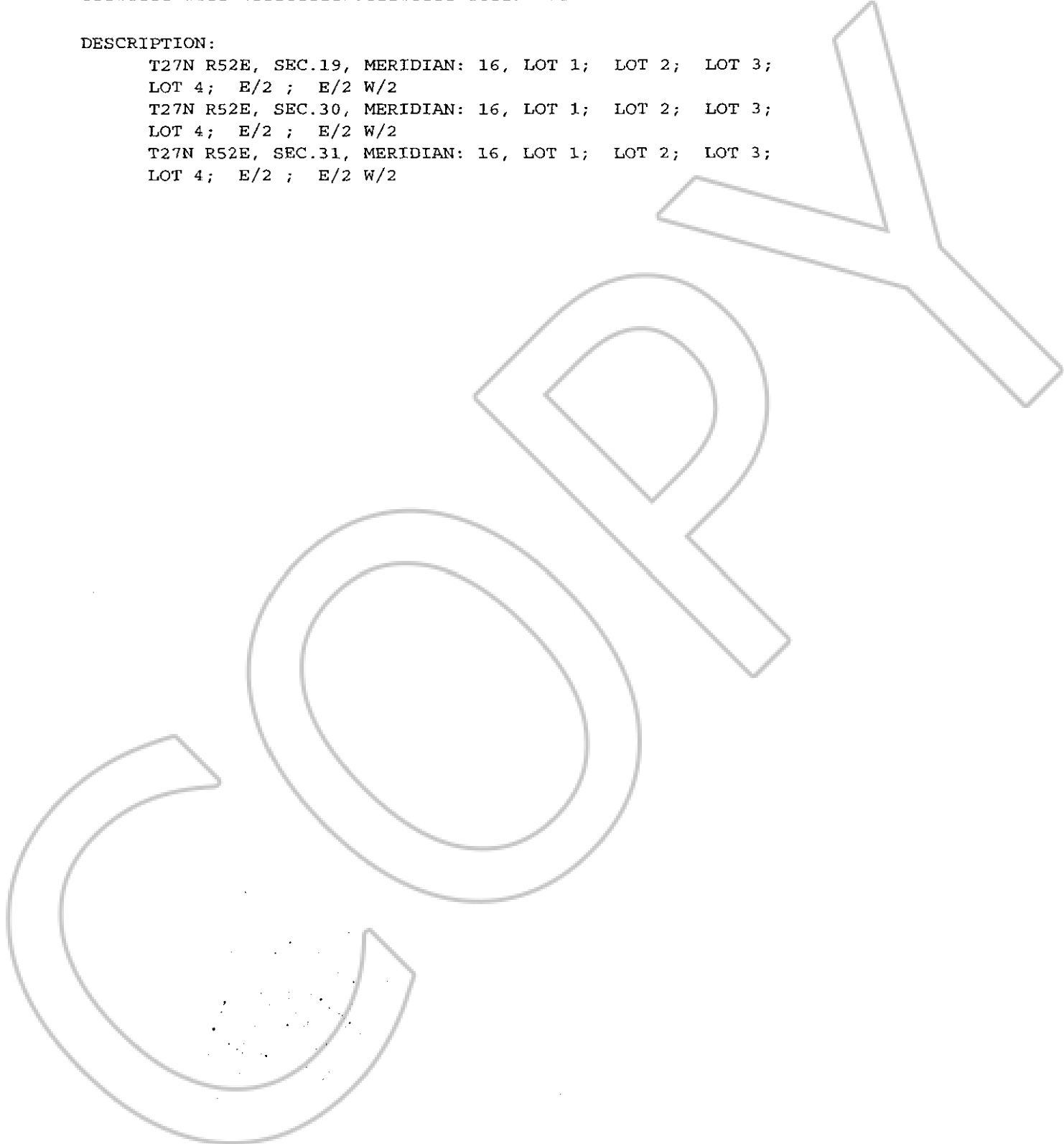


204502

BOOK 435 PAGE 088

DESCRIPTION:

T27N R52E, SEC.19, MERIDIAN: 16, LOT 1; LOT 2; LOT 3;
LOT 4; E/2 ; E/2 W/2
T27N R52E, SEC.30, MERIDIAN: 16, LOT 1; LOT 2; LOT 3;
LOT 4; E/2 ; E/2 W/2
T27N R52E, SEC.31, MERIDIAN: 16, LOT 1; LOT 2; LOT 3;
LOT 4; E/2 ; E/2 W/2



204502

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