

ASSIGNMENT OF OIL AND GAS INTERESTS AND
BILL OF SALE OF PERSONAL PROPERTY

THIS ASSIGNMENT, dated to be effective for all purposes among the various parties hereto as set forth below, is among THE ANSCHUTZ CORPORATION ("TAC"), a Kansas corporation with offices at 2400 Anaconda Tower, 555 Seventeenth Street, Denver, Colorado 80202, TEXOMA PRODUCTION COMPANY ("Texoma"), a Delaware corporation formerly known as Narmco, Inc. (Del.) with offices at The Dome Tower, 1625 Broadway, Denver, Colorado 80202, ANTHRUST, INC. ("Anthrust"), a Delaware corporation with offices at The Dome Tower, 1625 Broadway, Denver, Colorado 80202, PHILLIPS PETROLEUM COMPANY ("Phillips"), a Delaware corporation with offices at Frank Phillips Building, Bartlesville, Oklahoma 74004, AGT DEVELOPMENT CORP. ("ADC"), a Delaware corporation with offices at 1284 Soldiers Field Road, Boston, Massachusetts 02135, CONNECTICUT MUTUAL LIFE INSURANCE COMPANY ("CML"), a Connecticut corporation with offices at 140 Garden Street, Hartford, Connecticut 06115, and HURON PETROLEUM CORP. ("Huron"), a Colorado corporation with offices at 410 Seventeenth Street, Denver, Colorado 80202.

For purposes of this instrument, the entire leasehold estates created by the oil and gas leases and offers and applications therefor described in Exhibits A, B and C attached hereto and made a part hereof are herein collectively called the "Leases"; that part of the Leases described in Exhibit A, B and C, respectively, is herein called the "Exhibit A Leases," the "Exhibit B Leases" and the "Exhibit C Leases," respectively; the land described in Exhibits A, B and C is herein called the "Land"; that part of the Land located in the State of Nevada, in Dona Ana County, New Mexico, and in Davis County, Utah, is herein called the "Outside Land"; and that part of the Land other than the Outside Land is herein called the "Phillips Land."

Without any express or implied warranty of title, except as otherwise expressly provided herein, record title to the Leases is now owned as follows:

<u>Leases</u>	<u>Owners</u>	<u>Undivided Interests</u>
Exhibit A Leases	TAC	All
Exhibit B Leases	TAC	50%
	Texoma	50%
Exhibit C Leases	TAC	50%
	Anthrust	50%

FOR \$10 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

A. TAC does hereby assign, transfer, set over and deliver, effective as set forth below, the following:

(1) Unto Anthrust, effective with respect to each Lease as of the effective date of the Lease (the "Anthrust Time"), an undivided 1/3 of 8/8 interest in and to the Exhibit A Leases, insofar only as the Exhibit A Leases cover the Phillips Land, and an undivided 1/2 of 8/8 interest in and to the Exhibit A Leases, insofar only as the Exhibit A Leases cover the Outside Land.

(2) Unto Phillips, effective as of September 20, 1980 at 7:00 A.M., local time (the "Phillips Time"), an undivided 1/3 of 8/8 interest in and to the Exhibit A Leases, insofar only as the Exhibit A Leases cover the Phillips Land, and an undivided 1/6 of 8/8 interest in and to the Exhibit B Leases and the Exhibit C Leases, insofar only as the Exhibit B Leases and the Exhibit C Leases cover the Phillips Land.

(3) Unto ADC, effective as of April 1, 1981 at 7:00 A.M., local time (the "ADC Time"), an undivided 1/16 of 8/8 interest in and to the Leases, insofar as the Leases cover the Land.

(4) Unto CML, effective as of the ADC Time, an undivided 1/16 of 8/8 interest in and to the Leases, insofar as the Leases cover the Land.

(5) Unto Huron, effective as of September 28, 1978 at 7:00 A.M., local time, or with respect to each Lease as of the time at which TAC acquired an interest therein, whichever is later, an undivided 1/24 of 8/8 interest in and to the Leases, insofar as the Leases cover the Land.

B. Texoma does hereby assign, transfer, set over and deliver, effective as set forth below, the following:

(1) Unto Phillips, effective as of the Phillips Time, an undivided 1/6 of 8/8 interest in and to the Exhibit B Leases, insofar only as the Exhibit B Leases cover the Phillips Land.

(2) Unto Anthrust, effective as of the Anthrust Time, an undivided 1/3 of 8/8 interest in and to the Exhibit B Leases, insofar only as the Exhibit B Leases cover the Phillips Land, and an undivided 1/2 of 8/8 interest in and to the Exhibit B Leases, insofar only as the Exhibit B Leases cover the Outside Land.

C. Anthrust does hereby assign, transfer, set over and deliver, effective as of the Phillips Time, unto Phillips an undivided 1/6 of 8/8 interest in and to the Exhibit C Leases, insofar only as the Exhibit C Leases cover the Phillips Land.

Each of the foregoing assignments of an undivided interest in and to a Lease is made together with an assignment of an identical undivided interest in and to the following:

(a) All working and operating rights with respect thereto;

(b) All equipment, personal property and fixtures therein, thereon and thereunder and used for oil or gas operations thereon or thereunder or held for use in connection therewith or servicing the same, including, without limitation, all oil wells, gas wells, injection wells, tanks, pumps, pipelines, flow lines, water lines, buildings, machinery and other facilities;

(c) All of the assignor's right, title and interest in, to and under or derived from any sales, purchase and processing contracts and agreements, if any, insofar as the same relate to the Lease;

(d) All easements, rights of way, permits, franchises, licenses, surface leases and servitudes relating thereto; and

(e) All right, title and interest in, to and under or derived under or through any unitization, pooling or operating agreements and the units created thereby (including any and all units formed under orders, regulations, rules or other official acts of the governmental authority having jurisdiction) affecting the same.

TO HAVE AND TO HOLD the undivided interests in and to the Leases hereby assigned to each assignee, all and singular, unto that assignee and its successors and assigns forever.

SUBJECT TO the following terms and conditions:

1. Each of the foregoing assignments to Anthrust, ADC, CML and Huron of an undivided interest in and to a Lease is made subject to a proportionate part of the burden of the lessors' royalty provided for in the Lease, and the other terms and conditions of the Lease and the assignments thereof that constitute the record chain of title into the assignor thereof (except any overriding royalty interests, production payments or similar interests with respect to that part of the Leases described in Part I of Exhibits A, B and C, which shall be borne solely by TAC), and, with respect only to that part of the Leases described in Parts II and III of Exhibits A, B and C, of all overriding royalty interests, production payments and similar interests that were created by predecessors in interest to the assignors thereof hereunder.

2. Each of the foregoing assignments to Phillips of an undivided interest in and to a Lease is made subject to a proportionate part of the burden of the lessors' royalty provided for in the Lease and of all overriding royalty interests that were created by predecessors in title to Texoma or Anthrust, whichever first acquired an interest in the Lease ("First Assignor"), and TAC, and the terms and conditions of the Lease and the assignments thereof that constitute the record chain of title into TAC or First Assignor. The interest of Phillips shall not be subject to a proportionate part of any such overriding royalty interests that total in the aggregate more than an undivided 7.5% interest in all oil, gas and other hydrocarbons produced, saved and marketed from the Phillips Land, and Phillips' proportionate part of the burden of any overriding royalty interests, production payments or similar encumbrances that exceed such amount shall be borne equally by TAC and Anthrust, and not by any other party to this assignment, and Phillips shall be held harmless from any liability therefor by TAC and Anthrust.

3. Each of the foregoing assignments is made subject to the following:

(a) Agreement for Joint Operations Overthrust-Hingeline Area (the "Phillips Agreement") dated as of September 19, 1980, among Phillips, TAC and Texoma, insofar as it pertains to operations on the Phillips Land.

(b) Unit Agreement for the Development and Operation of the Brady Wash Unit Area, County of Pinal, State of Arizona, dated September 23, 1980, effective January 30, 1981, between TAC and Texoma.

(c) Unit Operating Agreement, Brady Wash Unit Area, County of Pinal, State of Arizona, dated September 23, 1980, effective January 30, 1981, between TAC and Texoma.

(d) Letter agreement dated November 20, 1980 and accepted on December 4, 1980, from Phillips, TAC and Texoma to Arizona State Land Department.

4. Each of the foregoing assignments to Anthrust, ADC, CML and Huron is made subject to Operating Agreement, the form of which is attached as Exhibit "E" to the Agreement (the "Narmco Agreement") dated effective as of July 7, 1978, between TAC and Narmco, Inc., covering the Leases and designating TAC as Operator.

5. Each of the foregoing assignments to Anthrust is made subject to the Narmco Agreement and the Phillips Agreement.

6. Each of the foregoing assignments to Phillips is made subject to the entire Phillips Agreement.

7. Each of the foregoing assignments to ADC is made subject to Agreement as amended and effective as of November 22, 1978, as amended by Second Amendment to Agreement dated as of September 19, 1980, both between TAC and ADC.

8. Each of the foregoing assignments to CML is made subject to Option Agreement effective as of February 1, 1979, as amended by Second Amendment to Option Agreement dated as of September 19, 1980, and by Agreement for Joint Operations dated as of March 31, 1981, all between TAC and CML.

9. Each of the foregoing assignments to Huron is made subject to Agreement as amended and effective as of September 28, 1978, as amended by Second Amendment to Agreement dated as of September 19, 1980, both between TAC and Huron.

10. It is understood and agreed that TAC previously has created overriding royalty interests in all oil, gas and other hydrocarbons produced, saved and marketed that total in the aggregate 5% with respect to that part of the Leases described in Part I of Exhibits A, B and C, and 2% with respect to that part of the Leases described in Parts II and III of Exhibits A, B and C; provided, however, that, if any Lease does not cover all of the oil, gas and other hydrocarbons in and under any tract of the Land that it purports to cover, then such overriding royalty interest in that tract shall be reduced in the proportion that the interest in the oil, gas and other hydrocarbons therein covered by the Lease bears to the entire and undivided oil, gas and other hydrocarbons therein. Each of the foregoing assignments to ADC, CML and Huron of an undivided interest in and to the Leases is made subject to a proportionate part (1/16, 1/16 and 1/24, respectively) of the burden of such overriding royalty interests. The interests hereby assigned to Anthrust are subject to one-half of the burden of such overriding royalty interests with respect only to that part of the Leases described in Part I of Exhibits A and B. If this assignment is effective to convey to ADC, CML or Huron, respectively, less than the undivided interests in and to the Leases set forth in A(3), A(4) or A(5) above, respectively, then the proportionate part of the burden of such overriding royalty

interests to be borne by such assignee shall be reduced in the proportion that the undivided interest assigned bears to the undivided interest set forth in A(3), A(4) and A(5), respectively.

11. In the event Anthrust desires to surrender or not to make lease payments called for by any Lease in which an interest is assigned to it by TAC hereunder as to all or any part of that part of the Land covered by the Lease, Anthrust agrees to so notify TAC at least 60 days in advance of the anniversary date specified in the Lease, or 30 days in advance of any preexisting reassignment obligation, and TAC shall then have 15 days after receipt of such notice within which to elect to take a reassignment of said interest as to the portion thereof to be relinquished. Should TAC elect to receive such reassignment, the same will be timely delivered by Anthrust.

12. With respect to each of the foregoing assignments to Anthrust, ADC, CML and Huron, each assignor hereby respectively warrants and agrees to defend the interests hereby assigned by it against the claims and demands of all persons whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under that assignor, but not otherwise, and for the consideration set forth above, each such assignor, respectively, and for its successors and assigns, does represent and warrant to each of its assignees, respectively, and its successors, assigns and nominees, that the assignor is the lawful owner of the interests assigned, that the assignor has good right and lawful authority to sell and assign the same, that the interests assigned are free and clear from any liens or encumbrances placed thereon by or against the assignor, and that the assignor has not created, by assignment or otherwise, interests (including, but not limited to, overriding royalty interests and "calls" and preferential purchase rights to any production) burdening said leasehold interests except as set forth above.

13. With respect to each interest hereby assigned, the assignee thereof is fully substituted and subrogated to the rights of the assignor thereof under warranties of title made by others.

14. In connection with the interests hereby assigned that relate to federal or state oil and gas leases, or as otherwise required by local law, assignments on separate forms will also be executed by the appropriate assignors within 60 days after request by the appropriate assignee in sufficient counterparts to fulfill all applicable federal and state statutory and regulatory requirements, and, while said assignments may be unqualified in form and may not specifically contain all the terms and provisions hereof, they shall be deemed to contain all of the exceptions, exclusions, retentions, reservations, rights, titles, interests, estates, remedies, powers and privileges set forth herein as fully as though the same were set forth at length in each such assignment. The interests assigned by such separate assignments shall be the same as, and not in addition to, the interests hereby assigned.

15. It is understood and agreed among TAC, ADC and Huron that the undivided interests hereby assigned to ADC and Huron are the same undivided interests as, and not in addition to, the undivided interests described in Notice

Lincoln County

by Nominee dated January 25, 1980, executed by TAC, and recorded in the Books and at the pages or under the numbers set forth below of the official real property records of the Counties indicated below, which Notice by Nominee is hereby merged into this assignment:

<u>State</u>	<u>County</u>	<u>Book/Page or Number</u>
Utah	Juab	288/321
	Davis	828/24 to 35
	Salt Lake	5114/013 to 97
	Box Elder	333/65 to 158
	Utah	1841/215 to 232
	Washington	273/32 to 38
	Millard	143/187 to 192
	Piute	41/178 to 181
	Beaver	171/71 to 80
	Weber	1343/146 to 149
	Cache	263/631 to 635
Iron	263/970 to 983	
New Mexico	Hidalgo	26/400 to 445
	Luna	129/378 to 386
	Grant	216/363 to 371
Idaho	Oneida	100419
	Power	119586
Arizona	Yavapai	1306/4 to 76
	Maricopa	14204/133 to 206
	Yuma	1145/219 to 266
	Pinal	996/699 to 785
	Graham	321/414 to 468
	Gila	493/595 to 603
	Pima	6209/727 to 809
	Mohave	607/504 to 572
	Santa Cruz	273/198 to 206
	Greenlee	106/27 to 38
Cochise	1431/65 to 183	
Nevada	Lincoln	35/274 to 288
	Clark	1244/9-1 to 9-9

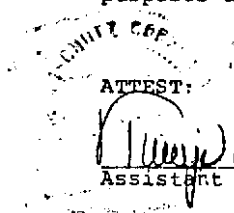
16. The parties hereto shall execute, acknowledge and deliver such other instruments and shall take such other action as may be necessary to carry out their respective obligations under any and all prior agreements among the parties.

17. This instrument may be executed in several original counterparts, all of which shall be identical except that, to facilitate recording, there may be omitted from certain counterparts the portions of Exhibits A, B and C containing specific descriptions of certain Leases that relate to parts of the Land located in counties other than the county in which a particular counterpart is to be recorded. Each counterpart shall be deemed to be an original for all purposes, and all counterparts shall together constitute but one and the same instrument.

18. The terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the assignors

and the assignees, and their respective successors and assigns, and such terms, covenants and conditions shall be covenants running with the land.

EXECUTED on April 27, 1981, to be effective for all purposes among the parties as set forth above.



ATTEST:

Gregory S. Christensen
Assistant Secretary

THE ANSCHUTZ CORPORATION

By Linda J. Lentz
Assistant Vice President

TEXOMA PRODUCTION COMPANY
and
ANTHRUST, INC.

ATTEST:

Judith L. [Signature]
Assistant Secretary

By William H. [Signature]
Vice President of Texoma
Production Company
and
President of Anthrust, Inc.



Lincoln County

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

On the 27th day of April, 1981, personally appeared before me Lillian F. Lentz and Timmye S. Christensen, who being by me duly sworn, did say that they are the Assistant Vice President and Assistant Secretary, respectively, of THE ANSCHUTZ CORPORATION, a Kansas corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and they acknowledged to me that said corporation executed the same.

On the 27th day of April, 1981, personally appeared before me William L. Rader and Judy Goebel, who being by me duly sworn, did say that they are the Vice President and Assistant Secretary, respectively, of TEXOMA PRODUCTION COMPANY, a Delaware corporation, and that said instrument was signed in behalf of said corporation by authority of its bylaws and they acknowledged to me that said corporation executed the same.

On the 27th day of April, 1981, personally appeared before me William L. Rader and Judy Goebel, who being by me duly sworn, did say that they are the President and Assistant Secretary, respectively, of ANTHRUST, INC., a Delaware corporation, and that said instrument was signed in behalf of said corporation by authority of its bylaws and they acknowledged to me that said corporation executed the same.

Witness my hand and official seal.

My commission expires March 16, 1985.



Mary Duane Jones
Notary Public, residing in the
City and County of Denver,
Colorado

EXHIBIT A

Part II

(To be attached to and made a part of Assignment of Oil and Gas Interests and Bill of Sale of Personal Property dated April 27, 1981, among The Anschutz Corporation, Texoma Production Company, Anthrust, Inc., Phillips Petroleum Company, AGT Development Corp., Connecticut Mutual Life Insurance Company and Huron Petroleum Corp.)

LEASE SCHEDULE

EXHIBIT "A" PAGE STATE OF NEVADA COUNTY OF Lincoln

LEASE NO.	LISSOR	LISSIF	DATE	TERM	DESCRIPTION	GROSS ACRES	NET ACRES	RECORDED BOOK PAGE
NV-4487-O	The Anschutz Corporation N-20149	The Anschutz Corporation		10 yrs.	T11S-R67E, MDM Section 1: All Section 2: All Section 3: All Section 4: All	2560.00	2560.00	
NV-4487-P	The Anschutz Corporation N-20150	The Anschutz Corporation		10 yrs.	T11S-R67E, MDM Section 9: All Section 10: All Section 11: All Section 12: All	2560.00	2560.00	
NV-4487-Q	The Anschutz Corporation N-20151	The Anschutz Corporation		10 yrs.	T11S-R67E, MDM Section 13: All Section 14: All Section 15: All Section 16: All	2560.00	2560.00	
NV-4487-R	The Anschutz Corporation N-20152	The Anschutz Corporation		10 yrs.	T11S-R67E, MDM Section 21: All Section 22: All Section 23: All Section 24: All	2560.00	2560.00	
NV-4487-T	The Anschutz Corporation N-20154	The Anschutz Corporation		10 yrs.	T11S-R67E, MDM Section 33: All Section 34: All Section 35: All Section 36: All	2560.00	2560.00	

LEASE SCHEDULE

EXHIBIT "A", PAGE _____ STATE OF Nevada COUNTY OF Lincoln

LEASE NO.	LESSOR	LESSEE	DATE	TERM	DESCRIPTION	GROSS ACRES	NET ACRES	RECORDED BOOK PAGE
NV-4487-LL	N-20167	The Anschutz Corporation	12-1-79	10 yrs.	T10S-R68E, MDM Section 9: All Section 10: All Section 11: All Section 12: All	2560.00	2560.00	
NV-4487-YM	N-20168	The Anschutz Corporation	12-1-79	10 yrs.	T10S-R68E, MDM Section 13: All Section 14: All Section 15: All Section 16: All	2560.00	2560.00	
NV-4487-NN	N-20169	The Anschutz Corporation	12-1-79	10 yrs.	T10S-R68E, MDM Section 21: All Section 22: All Section 23: All Section 24: All	2560.00	2560.00	
NV-4487-00	N-20170	The Anschutz Corporation	12-1-79	10 yrs.	T10S-R68E, MDM Section 25: All Section 26: All Section 27: All Section 28: All	2560.00	2560.00	
NV-4487-PP	N-20171	The Anschutz Corporation	12-1-79	10 yrs.	T10S-R68E, MDM Section 33: All Section 34: All Section 35: All Section 36: All	2560.00	2560.00	
NV-4487-QQ	N-20172	The Anschutz Corporation	12-1-79	10 yrs.	T10S-R68E, MDM Section 5: Lots 1-4, S&N $\frac{1}{2}$, S $\frac{1}{2}$ Section 6: Lots 1-11, SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ Section 7: Lots 1-8, E $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{4}$	2201.38	2201.38	

LEASE SCHEDULE

EXHIBIT "A" PAGE STATE OF NEVADA COUNTY OF Lincoln

LEASE NO.	LISSOR	LISSOR	DATE	TERM	DESCRIPTION	GROSS ACRES	NET ACRES	RECORDED BOOK PAGE
NV-4487-V	The Anschutz Corporation	N-20156		10 yrs.	T11S-R67E, MDM Section 17: All Section 18: All Section 19: All Section 20: All	2547.00	2547.00	
NV-4487-RR	The Anschutz Corporation	N-20173	12-1-79	10 yrs.	T10S-R68E, MDM Section 8: All Section 17: All Section 18: Lots 1-8, E $\frac{1}{4}$ W $\frac{1}{4}$, E $\frac{1}{2}$	2060.20	2060.20	
NV-4487-SS	The Anschutz Corporation	N-20174	12-1-79	10 yrs.	T10S-R68E, MDM Section 19: Lots 1-8, E $\frac{1}{4}$ W $\frac{1}{4}$, E $\frac{1}{2}$ Section 20: All Section 29: All	2059.24	2059.24	
NV-4487-TT	The Anschutz Corporation	N-20175	12-1-79	10 yrs.	T10S-R68E, MDM Section 30: Lots 1-8, E $\frac{1}{4}$ W $\frac{1}{4}$, E $\frac{1}{2}$ Section 31: Lots 1-8, E $\frac{1}{4}$ W $\frac{1}{4}$, E $\frac{1}{2}$ Section 32: All	2195.24	2195.24	
NV-4487-UU	The Anschutz Corporation	N-20176	12-1-79	10 yrs.	T11S-R68E, MDM Section 1: All Section 2: All Section 3: All Section 4: All	2560.00	2560.00	
NV-4487-VV	The Anschutz Corporation	N-20177	12-1-79	10 yrs.	T11S-R68E, MDM Section 9: All Section 10: All Section 11: All Section 12: All	2560.00	2560.00	

LEASE SCHEDULE

EXHIBIT "A", PAGE _____ STATE OF NEVADA COUNTY OF Lincoln

The Anschutz Corporation

LEASE NO.	LISSOR	LISEE	DATE	TERM	DESCRIPTION	GROSS ACRES	NET ACRES	RECORDED BOOK PAGE
NV-4487-X	N-20138	The Anschutz Corporation		10 yrs.	T12S-R67E, MDM Section 1: All Section 2: All Section 3: All Section 4: All	2560.00	2560.00	
NV-4487-CCC	N-20184	The Anschutz Corporation		10 yrs.	T11S-R68E, MDM Section 29: All Section 30: All Section 31: All Section 32: All	2560.00	2560.00	
NV-4487-EEE	N-20186	The Anschutz Corporation		10 yrs.	T12S-R68E, MDM Section 9: All Section 10: All Section 11: All Section 12: All	2560.00	2560.00	
NV-4487-JJJ	N-20188	The Anschutz Corporation		10 yrs.	T12S-R68E, MDM Section 5: All Section 6: All Section 7: All Section 8: All	2560.00	2560.00	

EXHIBIT B

Part II

(To be attached to and made a part of Assignment of Oil and Gas Interests and Bill of Sale of Personal Property dated April 27, 1981, among The Anschutz Corporation, Texoma Production Company, Anthrust, Inc., Phillips Petroleum Company, AGT Development Corp., Connecticut Mutual Life Insurance Company and Huron Petroleum Corp.)

The Anschutz Corporation

LEASE SCHEDULE

EXHIBIT "A", PAGE Nevada STATE OF COUNTY OF Lincoln

LEASE NO.	LISSOR	LISEE	DATE	TERM	DESCRIPTION	GROSS ACRES	NET ACRES	RECORDED BOOK PAGE
NV-4487-A	N-20139	The Anschutz Corporation	12-1-79	10 yrs.	T10S-R66E, MDM Section 1: All Section 2: All Section 11: All Section 12: All	2560.00	2560.00	
NV-4487-B	N-20140	The Anschutz Corporation	12-1-79	10 yrs.	T10S-R66E, MDM Section 13: All Section 14: All Section 23: All Section 24: All	2560.00	2560.00	
NV-4487-C	N-20141	The Anschutz Corporation	4-1-79	10 yrs.	T10S-R66E, MDM Section 25: All Section 26: All Section 35: All Section 36: All	2560.00	2560.00	
NV-4487-D	N-20142	The Anschutz Corporation	12-1-79	10 yrs.	T10S-R66E, MDM Section 3: All Section 10: All Section 15: All Section 22: All	2560.00	2560.00	
NV-4487-E	N-20143	The Anschutz Corporation	4-1-79	10 yrs.	T10S-R66E, MDM Section 27: All Section 34: All T10S-R66E, MDM Section 34: All Section 35: All	2288.00	2288.00	
NV-4487-F	N-20144	The Anschutz Corporation	4-1-79	10 yrs.	T10S-R66E, MDM Section 36: All	504.00	504.00	

LEASE SCHEDULE

EXHIBIT "A": PAGE _____ STATE OF Nevada COUNTY OF Lincoln

The Anschutz Corporation

LEASE NO.	LISSOR	LISSIT.	DATE	TERM	DESCRIPTION	GROSS ACRES	NET ACRES	RECORDED BOOK PAGE
NV-4487-K	N-20145	The Anschutz Corporation	12-1-79	10 yrs.	T10S-R67E, MDM Section 23: All Section 24: All Section 25: All Section 26: All	2560.00	2560.00	
NV-4487-L	N-20146	The Anschutz Corporation	12-1-79	10 yrs.	T10S-R67E, MDM Section 22: All Section 27: All Section 35: All Section 34: All	2560.00	2560.00	
NV-4487-M	N-20147	The Anschutz Corporation	12-1-79	10 yrs.	T10S-R67E, MDM Section 36: All T104S-R67E, MDM Section 34: All Section 35: All Section 36: All	2044.00	2044.00	
NV-4487-N	N-20148	The Anschutz Corporation	4-1-79	10 yrs.	T104S-R67E, MDM Section 31: All Section 32: All Section 33: All	1505.00	1505.00	
NV-4487-U	N-20155	The Anschutz Corporation	12-1-79	10 yrs.	T11S-R67E, MDM Section 5: All Section 6: All Section 7: All Section 8: All	2544.00	2544.00	
NV-4487-W	N-20157	The Anschutz Corporation	4-1-79	10 yrs.	T11S-R67E, MDM Section 29: All Section 30: All Section 31: All Section 32: All	2550.00	2550.00	

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EXHIBIT "A", PAGE _____ STATE OF Nevada COUNTY OF Lincoln

The Anschutz Corporation.

LEASE NO.	LISSOR	LESSEE	DATE	TERM	DESCRIPTION	GROSS ACRES	NET ACRES	RECORDED BOOK PAGE
NV-4687-Y	N-20159	The Anschutz Corporation	4-1-79	10 yrs.	TL2S-R67E, MDM Section 9: All Section 10: All Section 11: All Section 12: All	2560.00	2560.00	
NV-4687-Z	N-20160	The Anschutz Corporation	4-1-79	10 yrs.	TL2S-R67E, MDM Section 13: All Section 14: All Section 15: All Section 16: All	2560.00	2560.00	
NV-4687-DD	N-20161	The Anschutz Corporation	4-1-79	10 yrs.	TL2S-R67E, MDM Section 5: All Section 6: All Section 7: All Section 8: All	2553.00	2553.00	
NV-4687-EE	N-20162	The Anschutz Corporation	9/1/79	10 yrs.	TL2S-R67E, MDM Section 17: All Section 18: All	1277.00	1277.00	
NV-4687-KK	N-20166	The Anschutz Corporation	4-1-79	10 yrs.	TL0S-R68E, MDM Section 1: Lots 1-4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{4}$ Section 2: Lots 1-4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{4}$ Section 3: Lots 1-4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{4}$ Section 4: Lots 1-4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{4}$	2565.92	2565.92	

LEASE SCHEDULE

EXHIBIT "A", PAGE _____ STATE OF NEVADA COUNTY OF Lincoln

The Anschutz Corporation

LEASE NO.	LISSOR	LESSEE	DATE	TERM	DESCRIPTION	GROSS ACRES	NET ACRES	RECORDED BOOK PAGE
NV-4487-WW	N-20176	The Anschutz Corporation	4-1-79	10 yrs.	T11S-R68E, MDM Section 13: All Section 14: All Section 15: All Section 16: All	2560.00	2560.00	
NV-4487-XX	N-20179	The Anschutz Corporation	4-1-79	10 yrs.	T11S-R68E, MDM Section 21: All Section 22: All Section 23: All Section 24: All	2560.00	2560.00	

LEASE SCHEDULE

EXHIBIT "A", PAGE _____ STATE OF Nevada COUNTY OF Lincoln

LEASE NO.	LISSOR	LESSEE	DATE	TERM	DESCRIPTION	GROSS ACRES	NET ACRES	RECORDED BOOK PAGE
NV-4487-YY	N-20180	The Anschutz Corporation	4-1-79	10 yrs.	T11S-R68E, MDM Section 25: All Section 26: All Section 27: All Section 28: All	2560.00	2560.00	
NV-4487-ZZ	N-20181	The Anschutz Corporation	4-1-79	10 yrs.	T11S-R68E, MDM Section 33: All Section 34: All Section 35: All Section 36: All	2560.00	2560.00	
NV-4487-AAA	N-20182	The Anschutz Corporation	12-1-79	10 yrs.	T11S-R68E, MDM Section 5: All Section 6: All Section 7: All Section 8: All	2560.00	2560.00	
NV-4487-BBB	N-20183	The Anschutz Corporation	4-1-79	10 yrs.	T11S-R68E, MDM Section 17: All Section 18: All Section 19: All Section 20: All	2560.00	2560.00	
NV-4487-DDD	N-20185	The Anschutz Corporation	4-1-79	10 yrs.	T12S-R68E, MDM Section 1: All Section 2: All Section 3: All Section 4: All	2560.00	2560.00	
NV-4487-FFF	N-20187	The Anschutz Corporation	4-1-79	10 yrs.	T12S-R68E, MDM Section 13: All Section 14: All Section 15: All Section 16: All	2560.00	2560.00	

LEASE SCHEDULE

EXHIBIT "A", PAGE _____ STATE OF Nevada COUNTY OF Lincoln

The Anschutz Corporation

LEASE NO.	LISSOR	LESSEE	DATE	TERM	DESCRIPTION	GROSS ACRES	NET ACRES	RECORDED BOOK PAGE
NV-4487-000	N-20192	The Anschutz Corporation	4-1-79	10 yrs.	T10S-R69E, MDM Section 13: All Section 14: All Section 15: All Section 16: All	2560.00	2560.00	
NV-4487-PPP	N-20193	The Anschutz Corporation	4-1-79	10 yrs.	T10S-R69E, MDM Section 21: All Section 22: All Section 23: All Section 24: All	2560.00	2560.00	
NV-4487-QQQ	N-20194	The Anschutz Corporation	4-1-79	10 yrs.	T10S-R69E, MDM Section 25: All Section 26: All Section 27: All Section 28: All	2560.00	2560.00	
NV-4487-RRR	N-20195	The Anschutz Corporation	4-1-79	10 yrs.	T10S-R69E, MDM Section 33: All Section 34: All Section 35: All Section 36: All	2560.00	2560.00	
NV-4487-SSS	N-20196	The Anschutz Corporation	4-1-79	10 yrs.	T10S-R69E, MDM Section 5: Lots 1-4, S½R4, S½ Section 6: Lots 1-7, SE¼NW¼, S½NE¼, E¼SW¼, SE¼ Section 7: Lots 1-4, E¼W¼, E¼ Section 8: All	2536.20	2536.20	
NV-4487-TTT	N-20197	The Anschutz Corporation	4-1-79	10 yrs.	T10S-R69E, MDM Section 17: All Section 18: Lots 1-4, E¼W¼, E¼ Section 19: Lots 1-4, E¼W¼, E¼ Section 20: All	2538.64	2538.64	

LEASE SCHEDULE

EXHIBIT "A", PAGE STATE OF Nevada COUNTY OF Lincoln

LEASE NO.	LISSOR	LESSEE	DATE	TERM	DESCRIPTION	GROSS ACRES	NET ACRES	RECORDED BOOK PAGE
NV-4487-UUU	N-20198	The Anschutz Corporation	4-1-79	10 yrs.	T105-R69E, MDM Section 29: All Section 30: Lots 1-4, E $\frac{1}{2}$ N $\frac{1}{2}$, E $\frac{1}{2}$ S Section 31: Lots 1-4, E $\frac{1}{2}$ N $\frac{1}{2}$, E $\frac{1}{2}$ S Section 32: All	2541.16	2541.16	
NV-4487-KKK	N-20189	The Anschutz Corporation	4-1-79	10 yrs.	T12S-R68E, MDM Section 17: All Section 18: All	1280.00	1280.00	
NV-4487-MMM	N-20190	The Anschutz Corporation	4-1-79	10 yrs.	T105-R69E, MDM Section 1: Lots 1-4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ S Section 2: Lots 1-4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ S Section 3: Lots 1-4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ S Section 4: Lots 1-4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ S	2562.72	2562.72	
NV-4487-NNN	N-20191	The Anschutz Corporation	4-1-79	10 yrs.	T10S-R69E, MDM Section 9: All Section 10: All Section 11: All Section 12: All	2560.00	2560.00	

LEASE SCHEDULE

EXHIBIT "A", PAGE _____ STATE OF NEVADA COUNTY OF LINCOLN

LEASE NO.	LISSOR	LISSITE	DATE	TERM	DESCRIPTION	GROSS ACRES	NET ACRES	RECORDED BOOK PAGE
NV-4488-D	N-20199	The Anschutz Corporation	4-1-79	10 yrs.	T11S-R69E, MDM Section 4: All	640.00	640.00	
NV-4488-E	N-20200	The Anschutz Corporation	4-1-79	10 yrs.	T11S-R69E, MDM Section 9: All	640.00	640.00	
NV-4488-H	N-20201	The Anschutz Corporation	4-1-79	10 yrs.	T11S-R69E, MDM Section 16: All Section 21: All Section 28: All Section 33: All	2,560.00	2,560.00	
NV-4488-I	N-20202	The Anschutz Corporation	4-1-79	10 yrs.	T11S-R69E, MDM Section 5: All Section 6: All Section 7: All Section 8: All	2,544.00	2,544.00	
NV-4488-J	N-20203	The Anschutz Corporation	4-1-79	10 yrs.	T11S-R69E, MDM Section 17: All Section 18: All Section 19: All Section 20: All	2,547.00	2,547.00	
NV-4488-K	N-20204	The Anschutz Corporation	4-1-79	10 yrs.	T11S-R69E, MDM Section 29: All Section 30: All Section 31: All Section 32: All	2,550.00	2,550.00	
NV-4488-L	N-20205	The Anschutz Corporation	4-1-79	10 yrs.	T12S-R69E, MDM Section 4: All Section 5: All	1,280.00	1,280.00	
NV-4488-M	N-20206	The Anschutz Corporation	4-1-79	10 yrs.	T12S-R69E, MDM Section 8: All Section 9: All	1,280.00	1,280.00	

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EXHIBIT "A", PAGE _____ STATE OF NEVADA COUNTY OF LINCOLN

LEASE NO.	LESSOR	LISSSE	DATE	TERM	DESCRIPTION	GROSS ACRES	NET ACRES	RECORDED BOOK PAGE
NV-4488-N	The Anschutz Corporation	N-20207	4-1-79	10 yrs.	T12S-R69E, MDM Section 16: All Section 17: All	1,280.00	1,280.00	
NV-4488-R	The Anschutz Corporation	N-20208	4-1-79	10 yrs.	T12S-R69E, MDM Section 6: All Section 7: All Section 18: All	1,910.00	1,910.00	

No. 73966
 FILED AND RECORDED AT REQUEST OF
BUCKHORN Petroleum
NOV. 19, 1981
 AT 30 MINUTES PAST 3 O'CLOCK
 P. M. IN BOOK 47 OF OFFICIAL
 RECORDS, PAGE 317 LINCOLN
 COUNTY, NEVADA

YURIKO SETZER
 Karen Henderson, Deputy