

CONVEYANCE AND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned, Energy Oil, Inc., a Delaware corporation, 1800 Glenarm Place, Suite 700, Denver, Colorado 80202 (the "Seller"), pursuant to that certain Agreement of Sale and Purchase dated as of October 30, 1986 (the "Agreement"), between Seller, on the one hand, and Snyder Oil Partners L.P., a Delaware limited partnership, 2500 InterFirst Tower, Fort Worth, Texas 76102 (the "Assignor"), and Snyder Operating Partnership L.P., a Delaware limited partnership, 2500 InterFirst Tower, Fort Worth, Texas 76102 (the "Assignee"), on the other hand, hereby sells, assigns, conveys, transfers and delivers to the Assignor, all right, title and interest of the Seller in, to and under all of the assets, properties and rights of the Seller of every type and description of every kind and nature owned or held by the Seller, all as the same shall exist on the date hereof, including, but not limited to, all Seller's interests in oil and gas leases, wells and properties as more particularly described on Exhibit A hereto and incorporated herein by reference, excepting, however, those documents and records of the Seller which the Seller is required by law to retain in its possession or which are reasonably necessary to effect Seller's dissolution (the "Seller's Assets").

The Seller, for itself, its successors, and assigns, hereby covenants that, the Seller will do, execute, acknowledge, and deliver, or will cause to be done, executed, acknowledged and delivered, all and every such further accounts, conveyances, transfers, assignments, powers of attorney and assurances as reasonably may be required for the better assuring, conveying, transferring, confirming and investing unto the Assignor and the Assignee, any of the above-mentioned property and for aiding and assisting the Assignor in collecting and reducing the same to possession, and, in case of contracts and rights, if any, which cannot be effectively transferred to the Assignor or Assignee without the consent of third parties, to endeavor to obtain such consents properly and if any be unobtainable, to use its best efforts to assure the Assignor and the Assignee of the benefits thereof in some other manner.

The Assignor hereby assumes and agrees to pay, perform or discharge the Assumed Liabilities (as defined in the Agreement).

For value received, upon receipt, delivery and acceptance of Seller's Assets, Assignor hereby immediately sells, assigns, conveys, transfers, contributes and delivers the Seller's Assets to the Assignee. The Assignee hereby assumes and agrees to pay, perform or discharge all the Assumed Liabilities.

This Conveyance and Assignment may be executed in any number of counterparts and each counterpart shall be deemed an original instrument, but all such counterparts shall constitute but one assignment. To facilitate recording, the counterpart to be recorded in a given county may contain only that portion of Exhibit A that describes properties located in that county.

IN WITNESS WHEREOF the parties hereto have caused this Conveyance and Assignment to be executed and effective as of December 22, 1986.

SELLER:

ENERGY OIL, INC.

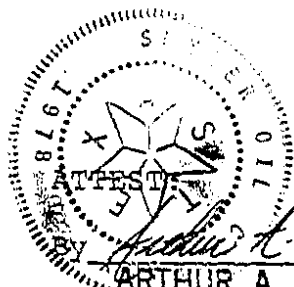


By Arthur A. Ways
Assistant Secretary

By Rodney L. Waller
Rodney L. Waller
Senior Vice President-Finance

ASSIGNOR:

SNYDER OIL PARTNERS, L.P.
a Delaware limited partnership,

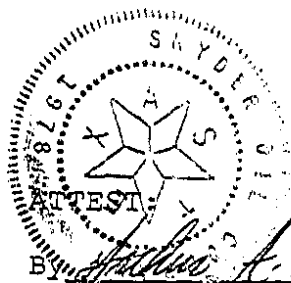


By Arthur A. Ways
ARTHUR A. WAYS
ASSISTANT SECRETARY

By Rodney L. Waller
Rodney L. Waller
Senior Vice President-Finance
Snyder Oil Company
General Partner

ASSIGNEE:

SNYDER OPERATING PARTNERSHIP, L.P.
a Delaware limited partnership,



By Arthur A. Ways
ARTHUR A. WAYS
ASSISTANT SECRETARY

By Rodney L. Waller
Rodney L. Waller
Senior Vice President-Finance
Snyder Oil Company
General Partner

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

Before me Rodney L. Waller and Arthur A. Ways, on this day personally appeared, known to me to be the persons whose names are subscribed to the foregoing instrument, and known to me to be the Senior Vice President-Finance and Secretary of Energy Oil, Inc., a Delaware corporation, and acknowledged to me that they executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation. Given under my hand and official seal this 22nd day of December, 1986, A.D.



Bonnie L. Suber
My Commission Expires January 7, 1990

STATE OF TEXAS)
) ss.
COUNTY OF TARRANT)

Before me Rodney L. Waller and Arthur A. Ways, on this day personally appeared, known to me to be the persons whose names are subscribed to the foregoing instrument, and known to me to be the Senior Vice President-Finance and Assistant Secretary of Snyder Oil Company, General Partner of Snyder Oil Partners, L.P. a Delaware limited partnership, and acknowledged to me that they executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation. Given under my hand and official seal this 22nd day of December, 1986, A.D.



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Before me Rodney L. Waller and Arthur A. Ways, on this day personally appeared, known to me to be the persons whose names are subscribed to the foregoing instrument, and known to me to be the Senior Vice President-Finance and Assistant Secretary of Snyder Oil Company, General Partner of Snyder Operating Partnership, L.P. a Delaware limited partnership, and acknowledged to me that they executed said instrument for the purposes and consideration therein expressed, and as the act of said corporation. Given under my hand and official seal this 22nd day of December, 1986, A.D.



Bonnie L. Suber
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CALVIN PETROLEUM CORPORATION				STATE OF COLORADO		PAGE 1		BOOK/ FILM	PAGE/ RECEPTION#	RECORDING DATE			
NON-PRODUCING LEASES				COUNTY OF BOULDER		ACRES							
TNS	RCE	SEC.	DESCRIPTION	COUNTY ST.	LEASE #	GROSS	NET				CAPCO NET ACRES		
5-M Company, c/o D. Macy	* 02N 69W 08	SE4, less exception		Bldr	00 CPC-217	196.00	196.00	19.600	1181	464894	9/21/81		
Bragg, T. A.	* 02N 69W 08	E2SW4, less exception		Bldr	00 CPC-218	80.00	80.00	8.000	1181	465760	9/25/81		
Storage Technology	* 02N 69W 17	Pt. NE4, S2NE4, W2SE4		Bldr	00 CPC-216	156.70	156.70	15.670	1171	454111	7/8/81		
Ish Reservoir	03N 69W 02	Pt. Sec. 3: Pt.		Bldr	00 CPC-125A	283.71	283.71	94.569	1161	442196	4/16/81		
Bldr. & Lamar Co. Irr & Mfg	03N 69W 02	Pt. Sec. 3: Pt.		Bldr	00 CPC-125B	142.45	142.45	47.483	1164	445568	5/11/81		
Pantoliano, Patrick (Wagner)	03N 69W 03	Pt. NW4NE4		Bldr	00 CPC-188	4.31	4.31	1.437	1272	578579	9/28/83		
Toth, Julius, et al	03N 69W 03	Pt. W2NE4		Bldr	00 CPC-187	31.34	31.34	10.447	1254	552440	5/31/83		
Hoffman, Samuel et ux	03N 69W 23	S2SW4		Bldr	00 CPC-111A	80.00	40.00	4.166	1154	433672	2/9/81		
Posher, F. Elizabeth	03N 69W 26	E2NE4		Bldr	00 CPC-136	80.00	80.00	8.333	1193	479331	1/11/82		
Daniels, Glenn E. et ux	03N 69W 26	Pt. W2SE4		Bldr	00 CPC-162B	76.60	38.30	38.300	1243	537646	3/14/83		
Macy, Dave et al	03N 69W 26	Pt. W2NE4		Bldr	00 CPC-162	76.60	38.30	3.989	1204	492152	4/26/82		

* Martin Oil says these leases are HBP.

B 1152 REC 02094762 04/07/87 10:14 \$18.00 5/006
F 0384 MARY ANN FEUERSTEIN CLERK & RECORDER WELD CO, CO

PAGE 2

STATE OF COLORADO

CALVIN PETROLEUM CORPORATION PRODUCING LEASES-COLORADO	BY WELL TNS RGE SEC. DESCRIPTION	HELD BY COUNTY LEASE # WELL	ACRES		BOOK/ FILM	PAGE/ RECEPTION#	RECORDING DATE
			GROSS	NET			
Mayeda, George I. et ux	03N 69W 26 SE4	Bldr CPC-065 G. Mayeda	160.00	160.00	1154	433674	2/9/81
Maruyana, Herbert	02N 69W 01 Pt. NE4	Bldr CPC-103A Maruyana	178.34	89.17	1131	410298	8/29/80
Tanaka Bros.	02N 69W 01 Pt. NE4	Bldr CPC-072A Maruyana	178.34	89.17	1131	410299	8/29/80
Great Western Sugar Co.	02N 69W 01 Pt. NE4	Bldr CPC-000 Maruyana	2.1	2.10	Not recorded		
Stevens, Tommy H. et ux	02N 69W 01 Pt. NE4	Bldr CPC-126 Maruyana	1.18	1.18	1183	467628	10/9/81
Pedlicord, et al	03N 69W 12 SE4	Bldr CPC-124 Pedicord	160.00	160.00	1161	441852	4/14/81
Rider Family Trust	03N 69W 36 SE4, E2E2S4	Bldr CPC-090 Rider	200.00	200.00	1119	397901	6/4/80
Tanaka Brothers	01N 69W 02 SE2	Bldr CPC-072 Tanaka	160.00	160.00	1106	385256	2/27/80

EXHIBIT A

Weld County, Colorado

Lease No.	Lessor	Description	Lease Date	Recording Data	
				Book	REC
2109	Inez Stewart Seebass, individually and as Trustee of the James A. Stewart Trust	Township 4 North, Range 65 West, 6th, P.M. Section 5: S1SW1/4 Section 6: SE1SE1/4 Section 8: NW1/4, W1/2W1/2NE1/4 297 acres, more or less	10/13/83	1010	1944040
2303	Raymond N. Anderson & Gloria Ann Anderson, H/W	Township 6 North, Range 64 West, 6th P.M. Section 14: NW1/4 160.0 acres, more or less	11/18/85	1094	2035247