

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").

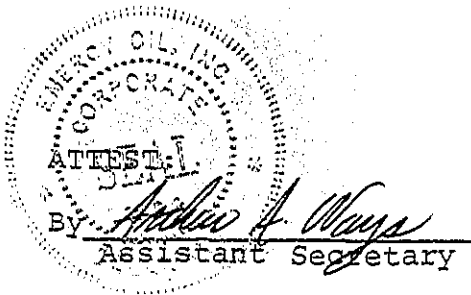
The Seller, for itself, its successors, and assigns, hereby covenants that, the Seller will do, execute, acknowledge, and deliver, or will cause to be done, executed, acknowledged and delivered, all and every such further accounts, conveyances, transfers, assignments, powers of attorney and assurances 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 Rodney L. Waller  
Rodney L. Waller  
Senior Vice President-Finance



ASSIGNOR:

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

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



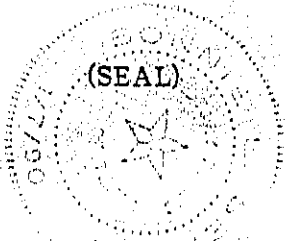
ASSIGNEE:

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

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

STATE OF TEXAS )  
 ) ss.  
COUNTY OF TARRANT )

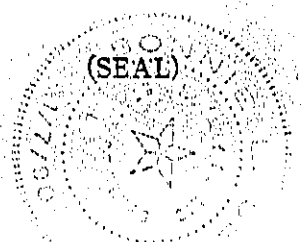
Before me Rodney L. Waller and Arthur A. Ways, on this day personally appeared, known to me to be the persons whose names are subscribed to the foregoing instrument, and known to me to be the Senior Vice President-Finance and Secretary of Energy Oil, Inc., a Delaware corporation, and acknowledged to 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. Serben*  
My Commission Expires January 7, 1990

STATE OF TEXAS )  
 ) ss.  
COUNTY OF TARRANT )

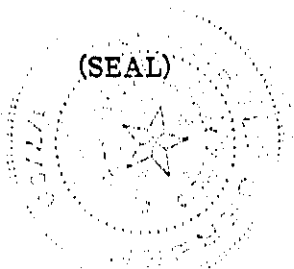
Before me Rodney L. Waller and Arthur A. Ways, on this day personally appeared, known to me to be the persons whose names are subscribed to the foregoing instrument, and known to me to be the Senior Vice President-Finance and Assistant Secretary of Snyder Oil Company, General Partner of Snyder Oil Partners, 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.



*Bonnie L. Serben*  
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 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. Serben*  
My Commission Expires January 7, 1990

## EXHIBIT A

WELD COUNTY, COLORADO

Page 1

Lease No.	Lessor	Description	Lease Date	Recording Data Book	REC
2027	Henry Scheidt & Clara Scheidt	<u>Township 4 North, Range 64 West, 6th P.M.</u> Section 1: S/2NW/4 80.0 acres, more or less	9-29-80	919	1841397
	Sam Schlagel	<u>Township 4 North, Range 64 West, 6th P.M.</u> Section 1: S/2NW/4 80.0 acres, more or less	9-29-80	919	1841398
	Joe A. Romero & Angelina Romero	<u>Township 4 North, Range 65 West, 6th P.M.</u> Section 3: W/2NW/4 80.0 acres, more or less	7-13-81	955	1876924
	Martha Bohlender	<u>Township 4 North, Range 65 West, 6th P.M.</u> Section 8: S/2SW/4 80.0 acres, more or less	10-25-83	1049	1988685
	Ralph W. Farr	<u>Township 4 North, Range 64 West, 6th P.M.</u> Section 18: SW/4 160.0 acres, more or less	9-11-81	947	1868791
	Minnie Geis	<u>Township 4 North, Range 65 West, 6th P.M.</u> Section 5: N/2SW/4 80.0 acres, more or less	8-28-81	946	1868028
	Kenneth E. Heinle & Judy A. Heinle	<u>Township 4 North, Range 65 West, 6th P.M.</u> Section 16: E/2NW/4 80.0 acres, more or less	10-18-83	1036	1973746

## EXHIBIT A

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WELD COUNTY, COLORADO

Lease No.	Lessor	Description	Lease Date	Recording Data	
				Book	REC
9167	Klaus Peschel & Erna Peschel	Township 4 North, Range 65 West, 6th P.M. Section 16: E/2NW/4 80.0 acres, more or less	10-18-83	1036	193747
	Wallace I. Kaufman & Dorothy J. Kaufman	Township 4 North, Range 65 West, 6th P.M. Section 8: N/2SW/4 80.0 acres, more or less	10-21-83	1049	1988684
	Earl D. MacKey	Township 5 North, Range 65 West, 6th P.M. Section 32: SE/4SE/4 less two 1-acre tracts conveyed by Warranty Deeds recorded in Book 639, Rec. 1561101 and Book 648, Rec. 1570053, Weld County 38.0 acres, more or less	6-22-81	941	1863382
	Kurt L. Peschel & Carol L. Peschel	Township 4 North, Range 65 West, 6th P.M. Section 16: W/2NE/4 80.0 acres, more or less	1-4-83	986	1914859
	Minnie Meyer	Township 4 North, Range 65 West, 6th P.M. Section 16: W/2NE/4 80.0 acres, more or less	10-20-83	1036	1973750
	Robert Walker & Dixie Walker	Township 4 North, Range 65 West, 6th P.M. Section 16: W/2NE/4 80.0 acres, more or less	10-25-83	1036	1973748
	Dale Bohlender	Township 4 North, Range 65 West, 6th P.M. Section 16: W/2NE/4 80.0 acres, more or less	11-22-83	1036	1973749

## EXHIBIT A

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WELD COUNTY, COLORADO

B 1153 REC 02095735 04/14/87 16:07 \$24.00 6/008  
 F 0208 MARY ANN FEUERSTEIN CLERK & RECORDER WELD CO, CO

Lease No.	Lessor	Description	Lease Date	Book	Recording Data REC
	Melvin L. Reichert	Township 4 North, Range 65 West, 6th P.M. Section 9: NW/4, E/2E/2W/2SW/4, E/2SW/4, less a parcel in the SW/4 258.72 acres, more or less	3-24-83	992	1921747
	Glenda Krieger	Township 4 North, Range 65 West, 6th P.M. Section 17: E/2SE/4 80.0 acres, more or less	6-2-79	871	1793014
	Elmer Schmidt	Township 4 North, Range 65 West, 6th P.M. Section 17: E/2SE/4 80.0 acres, more or less	6-2-79	871	1793018
	Harold Walker & Janelle M. Walker	Township 4 North, Range 65 West, 6th P.M. Section 17: E/2SE/4 80.0 acres, more or less	5-14-79	871	1793024
	Betty J. Kline	Township 4 North, Range 65 West, 6th P.M. Section 9: A tract of land located in the SW/4 corner of the NW/4, Sec. 9, T4N, R65W, 6th P.M., more particularly described as follows: Beginning at the SW corner of said Quarter Section; thence east along the south line of said Quarter Section 270 feet to a point where the Behrens irrigation lateral crosses said south line; thence NW in a line along the westerly side of said irrigation lateral to where said lateral crosses the west line of said Quarter Section, which point is 592 feet north of the southwest corner of said Quarter Section; thence south along the west line of said Quarter Section 592 feet to the point of beginning. 2.723 acres, more or less	3-24-83	992	1921746

EXHIBIT A

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WELD COUNTY, COLORADO

Lease No.	Lessor	Description	Lease Date	Recording Data Book	REC
	Margaret Ann Clemons	Township 4 North, Range 64 West, 6th P.M. Section 15: E/2SW/4 80.0 acres, more or less	4-23-82	966	1889613
	Carl Schafer & Venice E. Schafer	Township 4 North, Range 66 West, 6th P.M. Parcel 1: All that part of the North Half (N½) of Sec. 21, T4N, R66W, 6th P.M., Weld County, Colorado, lying East of the center line of the Independent Ditch, and described as follows: Beginning at a point on the North line of said Sec. 21, a distance of 155 feet west of the Northeast corner thereof; thence following along the center line of the said Independent Ditch, as now constructed, over and across the North Half (N½) of said Sec. 21, South 47° 06' West 544 feet; thence South 41° 00' West 200 feet; thence South 46° 04' West 200 feet; thence South 38° 23' West 200 feet; thence South 33° 24' West 260 feet; thence South 49° 45' West 267 feet; thence South 23° 52' West 258 feet; thence South 43° 37' West 300 feet; thence South 47° 08' West 200 feet; thence South 40° 46' West 279 feet; thence South 45° 03' West 300 feet; thence South 46° 46' West 100 feet; thence South 34° 42' West 100 feet; thence South 42° 13' West 183 feet; thence South 17° 14' West 159 feet to a point on the south line of the North Half (N½) of said Sec. 21; thence East 2469 feet along the said south line to the East Quarter Corner of said Sec. 21, thence North 2650 feet, more or less, to the Northeast corner of said Sec. 21, thence West 155 feet to the place of beginning. 80.0 acres, more or less	3-19-82	967	1890932

EXHIBIT A

WELD COUNTY, COLORADO		Lease No.		Lessor	Description	Lease Date	Book	Recording Data REC
				Carl Schafer & Venice E. Schafer (cont.)	Township 4 North, Range 66 West, 6th P.M. Parcel 2: The North Half (N $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ); the Southeast Quarter (SE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ); and the Northeast Quarter (NE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Sec. 21, T4N, R66W, 6th P.M., less and except the following parcel recorded in Book 452, Page 580, Weld County records, described as follows: Beginning at the Southwest corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Sec. 21, T4N, R66W, 6th P.M. Weld County, Colorado. Thence by true bearings as follows: N.89°-25' East 268 feet to the West bank of the Farmers Independent Ditch. Thence N. 29°-50' E. 100 feet. Thence N. 35°-30' E. 300 feet. Thence N. 33°-15' E. 356 feet. Thence N. 26°-20' E. 166 feet. Thence N. 47°-34' E. 100 feet. Thence N. 39°-35' E. 200 feet. Thence N. 68°-16' E. 120 feet. Thence N. 57°-28' E. 115 feet. Thence N. 80°-02' E. 160 feet. Thence N. 16°-18' E. 230 feet more or less to the east and west center line of said section. Thence S.89°-46' W. 1397 feet along said centerline to the North West Corner of said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said section. Thence S. 00°-02' E. 1321 feet more or less along the west line of the said NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said section to the point of beginning containing 23 acres, more or less (containing 136 acres, more or less, in Weld County, Colorado) 216 acres, more or less	3-19-82	967	1890932