

Chaparral

Box # 1-3-124

File Name:

File # Ayers # 1-23

004.0001

4155

STATE OF OKLAHOMA
KINGFISHER COUNTY
RECORDS DEPARTMENTSTATE OF OKLAHOMA)
) ss.
COUNTY OF KINGFISHER)

OCT 6 12 03 PM '00

BK 1723 027

JUL 00

BY *James D. [unclear]* DEPUTY

CONVEYANCE

Bristol Resources Corporation, Bristol Resources 1994 Acquisition, L.P. and Bristol Resources Production Company, L.L.C., as Debtors-in-Possession in jointly administered Case No. 00-21156-C-11 (herein collectively called "**Grantors**") pending in the United States Bankruptcy Court for the Southern District of Texas, Corpus Christi Division (the "Bankruptcy Court"), for Ten Dollars and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), do hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, and DELIVER unto Chaparral Oil, L.L.C. an undivided 2.955% and unto CEI Bristol Acquisition, L.P. (herein jointly called "**Grantees**") an undivided 97.045% of the following described properties, rights and interests:

- (a) All right, title and interest of Grantors in and to the mineral interests, royalty interests, overriding royalty interests and oil, gas and/or mineral leases covering the wells and/or lands described on **Exhibit A** hereto (and any ratifications and/or amendments to such leases, whether or not such ratifications or amendments are described on **Exhibit A**) insofar as such leases (and such ratifications and amendments) cover the lands and depths described on Exhibit A;
- (b) All rights, titles and interests of Grantors 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 (including, without limitation, all 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) relating to the properties described in subsection (a) above, to the extent and only to the extent such rights, titles and interests are attributable to the properties described in subsection (a) above; and
- (c) All rights, titles and interests of Grantors in and to all presently existing and valid production sales contracts, operating agreements, transportation agreements, processing agreements, marketing agreements, surface use agreements or other agreements and contracts (including to the extent assignable any licenses relating to seismic data or the rights to acquire such licenses or data) which relate to any of the properties described in subsections (a) and (b) above, to the extent and only to the extent such rights, titles and interests are attributable to the properties described in subsections (a) and (b) above;
- (d) All rights, titles and interests of Grantors in and to all materials, supplies, machinery, equipment, improvements and other personal property and fixtures (including, but not by way of limitation, all wells, wellhead equipment, pumping units, flowlines, tanks, buildings,

injection facilities, saltwater disposal facilities, compression facilities, gathering systems (including, without limitation, the Colorado Gas Gathering System, the Morales Gas System and the Tocado Dome Gathering System), and other equipment) located on the properties described in subsections (a) and (b) above and used in connection with the exploration, development, operation, gathering, transportation or maintenance thereof (or with respect to production therefrom), and in and to all permits, licenses, rights of way, easements, and other rights of surface use used in connection with the exploration, development, operation, gathering, transportation or maintenance of the properties described in subsections (a), (b) and (c) above, to the extent and only to the extent such rights, titles and interests are attributable to the properties described in subsections (a), (b) and (c) above; and

(e) To the extent transferable, all representations, warranties and indemnities made by third parties in favor of Grantors with respect to the properties described in subsections (a) through (d) above.

The properties, rights and interests specified in the foregoing subsections (a), (b), (c), (d) and (e) exclusive of the properties, rights and interests excluded below, are herein sometimes collectively called the “**Properties.**” Except for gas imbalances, the Properties do not include, and there are hereby expressly excepted and excluded therefrom and reserved to Grantors all rights and choses in action, arising, occurring or existing in favor of any Grantor prior to the Effective Date or arising out of the operation of or production from the Properties prior to the Effective Date, including, but not limited to, any and all contract rights, claims, receivables, revenues, recoupment rights, recovery rights, claims arising under Chapter 5 of Title 11 of the U.S. Code, accounting adjustments, mispayments, erroneous payments or other claims of any nature in favor of any Grantor and relating and accruing to any time period prior to the Effective Date (the “**Retained Rights**”). All costs and expenses incurred in connection with the Retained Rights shall be the responsibility of Grantors.

TO HAVE AND TO HOLD the Properties unto Grantees, their successors and assigns, forever.

This Conveyance is made without representation or warranty of any kind (including, without limitation, any warranty of title), all representations and warranties being expressly disclaimed.

Grantors intend, through this Agreement, to sell to Grantees (and Grantees intend to purchase from Grantors) all right, title and interest of Grantors in Grantors’ exploration and production assets of the kind and character described in subparagraphs (a) through (e) above (other than the Retained Rights), to the extent the same relate to the lands, leases, wells and units set forth in **Exhibit A**, whether or not the decimal interests, wells, leases or lands are fully or accurately described in **Exhibit A**.

Grantors agree that they shall execute and deliver, and shall otherwise cause to be executed and delivered, from time to time, such further instruments, notices, division orders, transfer orders and other documents, and to do such other and further acts and things, as may be

reasonably necessary to more fully and effectively grant, convey and assign the Properties to Grantees.

This Conveyance is made subject to certain representations of the parties and certain indemnities and assumption obligations of Grantees and in favor of Grantors and other terms and provisions contained in an Agreement of Purchase and Sale dated as of September 1, 2000 (the "Sale Agreement").

The Sale Agreement was approved by the Bankruptcy Court pursuant to an Order Approving Sale of Substantially All of Debtors' Oil & Gas Properties Free and Clear of All Claims, Liens, Interests and Encumbrances dated September 15, 2000 and entered September 18, 2000 (the "Sale Order"). A full and complete copy of the Sale Order is attached hereto as **Exhibit B**. As used in the Sale Order, the term Debtors has the same meaning as Grantors herein and the term Buyer has the same meaning as Grantees herein. Further, as used in the Sale Order, the term Effective Date means 7:00 a.m., local time, at the location of the Properties, respectively, on July 1, 2000, and the term Closing refers to the date of execution of this Conveyance.

IN WITNESS WHEREOF this Conveyance has been executed on September 26, 2000 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 Properties, respectively, on July 1, 2000.

PLEASE RETURN TO:

"GRANTORS"

Chaparral Oil, L.L.C.
701 Cedar Lake Blvd.
Oklahoma City, Oklahoma 73114

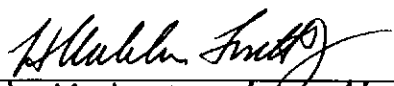
as Debtors-in-Possession in jointly
administered in Case No. 00-21156-C-11
pending in the United States Bankruptcy
Court for the Southern District of Texas,
Corpus Christi Division

BRISTOL RESOURCES CORPORATION

By: *H. Malcolm Leveti, Jr.*
Name: H. Malcolm Leveti, Jr.
Title: President

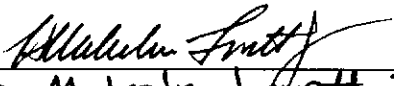
**BRISTOL RESOURCES PRODUCTION
COMPANY, L.L.C.**

by its Managing Member,
Bristol Resources Corporation

By: 
Name: H. Malcolm Lovett, Jr.
Title: President


**BRISTOL RESOURCES 1994
ACQUISITION LIMITED
PARTNERSHIP**

By its General Partner,
Bristol Resources Corporation

By: 
Name: H. Malcolm Lovett, Jr.
Title: President


"GRANTEES"

CHAPARRAL OIL, L.L.C.

By: 
Name: Mark A. Fischer
Title: Manager

CEI BRISTOL ACQUISITION, L.P.

By its General Partner,
Chaparral Oil, L.L.C.

By: 
Name: Mark A. Fischer
Title: Manager

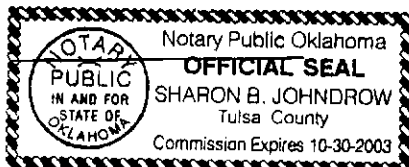
STATE OF OKLAHOMA)
) ss.
 COUNTY OF TULSA)

20th Before me, the undersigned, a Notary Public, in and for said County and State, on this day of September, 2000, personally appeared H. Malcolm Lovett, Jr., to me known to be the identical person who subscribed his name to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of Bristol Resources Corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Sharon B. Johndrow
 Notary Public

My Commission Expires:



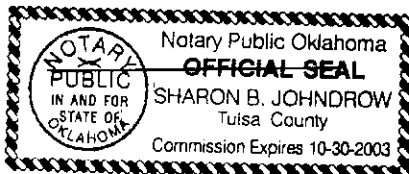
STATE OF OKLAHOMA)
) ss.
 COUNTY OF TULSA)

20th Before me, the undersigned, a Notary Public, in and for said County and State, on this day of September, 2000, personally appeared H. Malcolm Lovett, Jr., to me known to be the identical person who subscribed his name to the foregoing instrument as President of Bristol Resources Corporation, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such Corporation as the Managing Member of Bristol Resources Production Company, L.L.C., for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Sharon B. Johndrow
 Notary Public

My Commission Expires:



1723 032

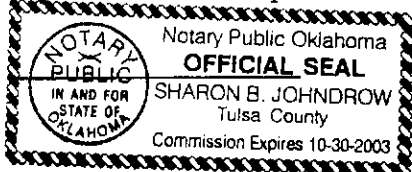
STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

26th Before me, the undersigned, a Notary Public, in and for said County and State, on this day of September, 2000, personally appeared H. Malcolm Lovett, Jr., to me known to be the identical person who subscribed his name to the foregoing instrument as President of Bristol Resources Corporation, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such Corporation as the General Partner of Bristol Resources 1994 Acquisition Limited Partnership for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Sharon B. Johndrow
Notary Public

My Commission Expires:



STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

26 Before me, the undersigned, a Notary Public, in and for said County and State, on this day of September, 2000, personally appeared Mark A. Fischer, to me known to be the identical person who subscribed his name to the foregoing instrument as Manager of Chaparral Oil, L.L.C., and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such limited liability company for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Susan R. Woodson
Notary Public

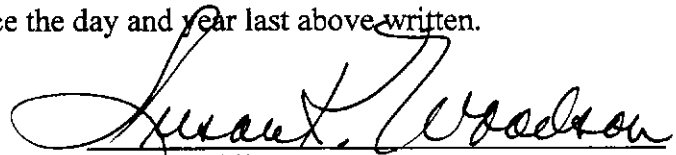
My Commission Expires:

April 10, 2003

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 16 day of September, 2000, personally appeared Mark A. Fischer, to me known to be the identical person who subscribed his name to the foregoing instrument as Manager of Chaparral Oil, L.L.C., and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such limited liability company in its capacity as General Partner of CEI Bristol Acquisition, L.P. for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.


Notary Public

My Commission Expires:



April 30, 2003

EXHIBIT A

Property Name	County	State	Sec	Township		Range
				Svy (TX)	Blk/Abs (TX)	
FOX 4-1	KINGFISHER	OK	04	14N		08W
HAFFNER #2-4 (ORRI)	KINGFISHER	OK	04	15N		09W
HAFFNER #1-4	KINGFISHER	OK	04	15N		09W
HAFFNER #4-4 (ORRI)	KINGFISHER	OK	04	15N		09W
HAFFNER #3-4 (ORRI)	KINGFISHER	OK	04	15N		09W
CASTONGUAY UNIT #1	KINGFISHER	OK	05	15N		09W
HILL "A" #1-11	KINGFISHER	OK	11	15N		06W
GREVING 24-1	KINGFISHER	OK	24	15N		08W
BIBY-WALLING 27-1 (BRC NC)	KINGFISHER	OK	27	15N		07W
VIETH "B" #1-3	KINGFISHER	OK	03	16N		06W
THEMER "A" #3	KINGFISHER	OK	04	16N		06W
ERMA 6-1	KINGFISHER	OK	06	16N		09W
SVOBODA, MARIE #1-11	KINGFISHER	OK	11	16N		08W
SVOBODA #3-11 (BRC N/C)	KINGFISHER	OK	11	16N		08W
KLINNERT UNIT #1	KINGFISHER	OK	32	16N		09W
KRAUS 19-1	KINGFISHER	OK	19	17N		08W
ELIZABETH 20-1 (WI APO)	KINGFISHER	OK	20	17N		08W
RUSSELL 3-23 (ORRI)	KINGFISHER	OK	23	17N		06W
DANNE, HELEN #1-35 (RED FORK)	KINGFISHER	OK	34	17N		08W
DANNE, HELEN #1-35 (MISS)	KINGFISHER	OK	35	17N		08W
MARVIN #1-5	KINGFISHER	OK	05	18N		07W
ROTTGER #1-5	KINGFISHER	OK	05	18N		07W
MARVIN #2-5	KINGFISHER	OK	05	18N		07W
HUFF #2-6	KINGFISHER	OK	06	18N		07W
ELMA #1-6	KINGFISHER	OK	06	18N		07W
MARION #2-8	KINGFISHER	OK	08	18N		07W
LEMON #2-11	KINGFISHER	OK	11	18N		08W
LEMON #1-11	KINGFISHER	OK	11	18N		08W
BUGG #1-12	KINGFISHER	OK	12	18N		08W
FERRIL #2-13	KINGFISHER	OK	13	18N		05W
AYERS #1-23	KINGFISHER	OK	23	18N		05W
LINCOLN NO UNIT	KINGFISHER	OK	28	18N		05W
FAIRCHILD #2-34	KINGFISHER	OK	34	19N		8W
LAVADA #1-4	KINGFISHER	OK	04	19N		09W
FIELDS #1-31	KINGFISHER	OK	31	19N		07W
ERNEST #1-32	KINGFISHER	OK	32	19N		07W
CRAUN #1-32	KINGFISHER	OK	32	19N		07W
EDMUND #1-32	KINGFISHER	OK	32	19N		07W
FAIRCHILD #1-34	KINGFISHER	OK	34	19N		08W

1723 035

Exhibit A-2

LEASE #	LESSOR	LESSEE	DATE	RIGHTS	RECORDING BOOK/PAGE
STATE : OK					
COUNT : KINGFISHER					
8133	MARIE SVOBODA	WW BROWN JR	4/252	O/G	8K 121 PG 362
OK0092	LOYAL				
01	Twp / Ar / Rai: 016N	Rng / Blk: 008W Sec / Abs / Sec: 0011			
2-3-11	NW/4				
8134					
OK0079	EDNA BOWMAN ET AL	APACHE OIL CORP	1/1460	O/G	8K 191 PG 446
01	OKARCHE-KINGFISHER				
01	Twp / Ar / Rai: 015N	Rng / Blk: 007W Sec / Abs / Sec: 0008			
01	EZ				
107666	HALLIE FERRIL ET VIR	E C SUGGS	10/1267	O/G	8K 342 PG 80
OK1441	COLUMBIA NW				
01	Twp / Ar / Rai: 018N	Rng / Blk: 005W Sec / Abs / Sec: 0013			
2-13	INSOFAR AND ONLY INSOFAR AS LEASE COVERS THE E/2 SE/4				
107806					
OK1489	EVA M SIEBER ET AL	HARPER OIL COMPANY	5/1567	O/G	8K 328 PG 303
01	HENNESSEY WEST				
01	Twp / Ar / Rai: 018N	Rng / Blk: 007W Sec / Abs / Sec: 0005			
2-5	LOT 3 & SE/4 NW/4 (AKA E/2 NW/4)				
107807					
OK1489	HETTIE ROTTGER ET AL	HARPER OIL COMPANY	8/167	O/G	VOL 329 PG 224 L
01	HENNESSEY WEST				
01	Twp / Ar / Rai: 018N	Rng / Blk: 007W Sec / Abs / Sec: 0005			
11	LOTS 1 & 2 & S/2 NE/4				
107809					
OK1489	MARVIN JONES	HARPER OIL COMPANY	5/29/67	O/G	VOL 329 PG 228 L
01	HENNESSEY WEST				
01	Twp / Ar / Rai: 018N	Rng / Blk: 007W Sec / Abs / Sec: 0005			
11	E/2 SW/4				
OK1489					
02	HENNESSEY WEST				
02	Twp / Ar / Rai: 018N	Rng / Blk: 007W Sec / Abs / Sec: 0005			
11	W/2 SW/4				
107810					
OK1489	LEROY W HUFF ET UX	HARPER OIL COMPANY	9/7/67	O/G	VOL 338 PG 222
01	HENNESSEY WEST				
01	Twp / Ar / Rai: 018N	Rng / Blk: 007W Sec / Abs / Sec: 0006			
11	SE/4 NE/4				
OK1489					
02	HENNESSEY WEST				
02	Twp / Ar / Rai: 018N	Rng / Blk: 007W Sec / Abs / Sec: 0006			
11	SW/4 NE/4				
OK1489					
03	HENNESSEY WEST				
03	Twp / Ar / Rai: 018N	Rng / Blk: 007W Sec / Abs / Sec: 0006			
11	LOTS 1 & 2				
107811					
OK1489	C ROBERT THROCKMORTON ET UX	BROOKS HALL	3/10/62	O/G	VOL 338 PG 222
01	HENNESSEY WEST				
01	Twp / Ar / Rai: 018N	Rng / Blk: 007W Sec / Abs / Sec: 0006			
11	SE/4 NE/4				
OK1489					
02	HENNESSEY WEST				
02	Twp / Ar / Rai: 018N	Rng / Blk: 007W Sec / Abs / Sec: 0006			
11	SW/4 NE/4				
OK1489					
03	HENNESSEY WEST				
03	Twp / Ar / Rai: 018N	Rng / Blk: 007W Sec / Abs / Sec: 0006			
11	LOTS 1 & 2				
107811					
OK1489	C ROBERT THROCKMORTON ET UX	BROOKS HALL	3/10/62	O/G	VOL 338 PG 222
01	HENNESSEY WEST				
01	Twp / Ar / Rai: 018N	Rng / Blk: 007W Sec / Abs / Sec: 0006			
11	SE/4 NE/4				
OK1489					
02	HENNESSEY WEST				
02	Twp / Ar / Rai: 018N	Rng / Blk: 007W Sec / Abs / Sec: 0006			
11	SW/4 NE/4				
OK1489					
03	HENNESSEY WEST				
03	Twp / Ar / Rai: 018N	Rng / Blk: 007W Sec / Abs / Sec: 0006			
11	LOTS 1 & 2				

LEASE #	LESSOR	LESSEE	DATE	RIGHTS	RECORDING BOOK/PAGE
TRACT #					
OK1489	HENNESSEY WEST	Rng / Blk: 007W Sec / Abs / Sec: 0006	10/23/67	O/G	VOL 234 PG 410 L ✓
01	Twp / Ar / Rat: 018N NW/4				
107813A	MARION L JONES, ET UX	HARPER OIL COMPANY	10/23/67	O/G	VOL 342 PG 306 ✓
OK1489	HENNESSEY WEST	Rng / Blk: 007W Sec / Abs / Sec: 0008			
01	Twp / Ar / Rat: 018N NE/4NE/4, N/2N/2SE/4NE/4				
OK1489	HENNESSEY WEST	Rng / Blk: 007W Sec / Abs / Sec: 0008			VOL 342 PG 306 ✓
02	Twp / Ar / Rat: 018N S/2SE/4NE/4, S/2N/2SE/4NE/4 AND S/2N/2SE/4NE/4				
107813B	WILLIAM J JONES, ET UX	HARPER OIL COMPANY	10/24/67	O/G	VOL 342 PG 90 ✓
OK1489	HENNESSEY WEST	Rng / Blk: 007W Sec / Abs / Sec: 0008			
01	Twp / Ar / Rat: 018N NE/4 NE/4, N/2 N/2 SE/4 NE/4				
107813C	RANCH OIL COMPANY, A CORP	HARPER OIL COMPANY	10/24/67	O/G	VOL 342 PG 93 ✓
OK1489	HENNESSEY WEST	Rng / Blk: 007W Sec / Abs / Sec: 0008			
01	Twp / Ar / Rat: 018N NE/4 NE/4, N/2 N/2 SE/4 NE/4				
107813D	ROYALTY FUNDS CO, A CORP	HARPER OIL COMPANY	10/24/67	O/G	VOL 342 PG 96 ✓
OK1489	HENNESSEY WEST	Rng / Blk: 007W Sec / Abs / Sec: 0008			
01	Twp / Ar / Rat: 018N NE/4 NE/4, N/2 N/2 SE/4 NE/4				
107813E	NELLIE M FADELY ET VIR	HARPER OIL COMPANY	10/24/67	O/G	VOL 342 PG 309 L ✓
OK1489	HENNESSEY WEST	Rng / Blk: 007W Sec / Abs / Sec: 0008			
01	Twp / Ar / Rat: 018N S/2 SE/4 NE/4, S/2 N/2 SE/4 NE/4, S/2 N/2 SE/4 NE/4				
107866A	CARL J LEMON, ET UX	HARPER OIL COMPANY	1/3/68	O/G	VOL 345 PG 81 ✓
OK1502	LACEY-SOUTHEAST	Rng / Blk: 008W Sec / Abs / Sec: 0011			
01	Twp / Ar / Rat: 018N NW/4				
107876	NEWTON BUGG, ET UX	SINCLAIR OIL & GAS	6/18/65	O/G	8K-282 PG-540 ✓
OK1502	LACEY-SOUTHEAST	Rng / Blk: 008W Sec / Abs / Sec: 0012			
01	Twp / Ar / Rat: 018N W/2 NE/4				
OK1502	LACEY-SOUTHEAST	Rng / Blk: 008W Sec / Abs / Sec: 0012			8K-282 PG-540 ✓
02	Twp / Ar / Rat: 018N E/2 NE/4				
107899A	CHARLES T THROCKMORTON ET UX	HARPER OIL COMPANY	6/1/67	O/G	VOL 328 PG 221 L ✓
OK1489	HENNESSEY WEST	Rng / Blk: 007W Sec / Abs / Sec: 0031			
01	Twp / Ar / Rat: 019N				

EXHIBIT A

LEASE #	LESSOR	LESSEE	DATE	RIGHTS	RECORDING BOOK/PAGE
NE/4					
107899B	CARL FIELDS ET UX OK1489 01	HARPER OIL COMPANY	6/1/67	O/G	VOL 332 PG 5 L
NE/4					
107902	CYRUS CRAUN ET UX HENNESSEY WEST OK1489 01	HARPER OIL COMPANY	4/27/67	O/G	VOL 325 PG 360
NE/4					
107903	E B JONES ET UX HENNESSEY WEST OK1489 01	HARPER OIL COMPANY	5/4/67	O/G	VOL 327 PG 78 L
NE/4					
107904	ERNEST SIEBER ET UX HENNESSEY WEST OK1489 01	HARPER OIL COMPANY	5/15/67	O/G	VOL 328 PG 301 L
NE/4					
107957	ROSETTA FAIRCHILD LACEY SOUTHEAST OK1502 01	HARPER OIL COMPANY	6/28/67	O/G	VOL 334 PG 54
NE/4					
108021	ROBERT H MALONE, ET UX LYONS OK1518 01	HARPER OIL COMPANY	10/20/71	O/G	VOL 441 PG 333
NE/4					
113261A	ARCHIE O SMITH ET UX COLUMBIA NW OK1441 01	E C SUGGS	12/8/66	O/G	BK 316 PG 259
NE/4					
113261B	WILBUR H RAY ET AL COLUMBIA NW OK1441 01	E C SUGGS	12/14/66	O/G	BK 316 PG 262
NE/4					
113261C	COLUMBIA NW OK1441 01	E C SUGGS	12/14/66	O/G	BK 316 PG 262
NE/4					
113261D	COLUMBIA NW OK1441 01	E C SUGGS	12/14/66	O/G	BK 316 PG 262

EXHIBIT A

LEASE #	LESSOR	TRACT #	LESSEE	DATE	RIGHTS	RECORDING BOOK/PAGE
02	Twp / Ar / Rai: 018N W/2 NW/4		Rng / Blk: 005W Sec / Abs / Sec: 0023			
113251C	EDGAR W RAY ET UX		E C SUGGS	12/14/86	O/G	BK 318 PG 339
OK1441	COLUMBIA NW					
01	Twp / Ar / Rai: 018N E/2 NW/4		Rng / Blk: 005W Sec / Abs / Sec: 0023			
OK1441	COLUMBIA NW					
02	Twp / Ar / Rai: 018N W/2 NW/4		Rng / Blk: 005W Sec / Abs / Sec: 0023			BK 316 PG 339
115035	HERBERT VIETH ET AL		CPC	11/20/73	O/G	
OK1885	TRAIL CREEK					
01	Twp / Ar / Rai: 016N LOTS 3 AND 4 AND S/2 NW/4		Rng / Blk: 006W Sec / Abs / Sec: 0003			BK 489 PG 63
115072A	WA THEMER ET UX		FRED W BROWN	11/22/74	O/G	
OK1885	TRAIL CREEK					
01	Twp / Ar / Rai: 016N LOTS 1 AND 2 AND S/2 NE/4		Rng / Blk: 006W Sec / Abs / Sec: 0004			BK 512 PG 286
115135A	KENNETH R HILL ET AL		CPC	1/23/76	O/G	
OK1850	REDDING SW					
01	Twp / Ar / Rai: 015N PART OF THE SE/4		Rng / Blk: 006W Sec / Abs / Sec: 0011			BK 539 PG 444
115135B	ALVA J HILL		CPC	1/28/76	O/G	
OK1850	REDDING SW					
01	Twp / Ar / Rai: 015N PART OF THE SE/4		Rng / Blk: 006W Sec / Abs / Sec: 0011			BK 540 PG 64
115135C	ALICE L SHIVER		CPC	1/28/76	O/G	
OK1850	REDDING SW					
01	Twp / Ar / Rai: 015N PART OF THE SE/4		Rng / Blk: 006W Sec / Abs / Sec: 0011			BK 541 PG 81
115135D	RICHARD L HILL ET UX		CPC	1/28/76	O/G	
OK1850	REDDING SW					
01	Twp / Ar / Rai: 015N PART OF THE SE/4		Rng / Blk: 006W Sec / Abs / Sec: 0011			BK 541 PG 78
115135E	CHARLES E HILL ET UX		CPC	1/28/76	O/G	
OK1850	REDDING SW					
01	Twp / Ar / Rai: 015N PART OF THE SE/4		Rng / Blk: 006W Sec / Abs / Sec: 0011			BK 541 PG 75
115135F	ETTA MAE LANQUETTE ET VIR		CPC	1/28/76	O/G	
OK1850	REDDING SW					
01	Twp / Ar / Rai: 015N		Rng / Blk: 006W Sec / Abs / Sec: 0011			BK 542 PG 462

EXHIBIT A

LEASE #	LESSOR	LESSEE	DATE	RIGHTS	RECORDING BOOK/PAGE
TRACT #					
PART OF THE SE/4					
115147	ROCK ISLAND IMPROVEMENT	CPC	4/23/76	O/G	8K 518 PG 261
OK1850	REDDING SW				
01	Twp / Ar / Rai: 015N Rng / Blk: 006W Sec / Abs / Sec: 0011				
ALL OF LESSOR'S ABANDONED ROW, BEING 62.5 FT WIDE FOR A DISTANCE OF 1300 FT AND 100 FT WIDE FOR A DISTANCE OF 1318 FT, OVER & ACROSS THE SE/4 OF SECTION 11-15N-6W, WHICH IS THE SAME LAND ACQUIRED BY THE KINGFISHER & GUTHRIE RR CO FROM G L KITCHEL & WIFE BY DEED DATED 1/18/1900 & RCD BK 19 PG 495 OF KINGFISHER CO OK, CONTAINING ALL 4.80 ACS, MORE OR LESS.					
115175A	JOHN K BRITTON ET UX	KENNETH R HILL	12/19/60	O/G	
OK1850	REDDING SW				
01	Twp / Ar / Rai: 015N Rng / Blk: 006W Sec / Abs / Sec: 0011				8K 202 PG 218
A TRACT OF LAND BEGINNING AT SW/4 OF SE/4 OF SECTION 11-15N-6W, THENCE RUNNING N 80 ROOS, THENCE E 6 ROOS, THENCE S 80 ROOS, THENCE W 6 ROOS TO PLACE OF BEGINNING, CONTAINING 3 ACRES, MORE OR LESS.					
120523A	Q A GASAWAY ET UX	TEXACO INC	4/14/67	O/G	8K 327 PG 245
OK5325	OKARCHE NORTH				
01	Twp / Ar / Rai: 017N Rng / Blk: 008W Sec / Abs / Sec: 0035				
SE/4					
120524	W F LOHMEYER	TEXACO INC	4/18/67	O/G	8K 327 PG 188
OK5325	OKARCHE NORTH				
01	Twp / Ar / Rai: 017N Rng / Blk: 008W Sec / Abs / Sec: 0035				
NW/4					
120525	JEWEL G HARPER ET AL	TEXACO INC	4/10/67	O/G	8K 327 PG 85
OK5325	OKARCHE NORTH				
01	Twp / Ar / Rai: 017N Rng / Blk: 008W Sec / Abs / Sec: 0035				
NE/4					
3162962	OLIN C HAFNER WT UX	SAM PAYNE	12/4/56	O/G	8K 161 PG 77
OK4009	MW KINGFISHER				
01	Twp / Ar / Rai: 015N Rng / Blk: 009W Sec / Abs / Sec: 0004				
N23SW/4					
3162374	ORAN HUBBARD ET AL	SAM PAYNE	12/5/56	O/G	8K 167 PG 459
OK4009	MW KINGFISHER				
01	Twp / Ar / Rai: 015N Rng / Blk: 009W Sec / Abs / Sec: 0004				
LOT 4					
3172015	G L MENDELL ET UX	SAM PAYNE	12/7/56	O/G	8K 161 PG 85
OK4009	MW KINGFISHER				
01	Twp / Ar / Rai: 015N Rng / Blk: 009W Sec / Abs / Sec: 0005				
NW/4					
3172016	EDNA L MENDELL ET VIR	SAM PAYNE	12/7/56	O/G	8K 161 PG 87
OK4009	MW KINGFISHER				
01	Twp / Ar / Rai: 016N Rng / Blk: 009W Sec / Abs / Sec: 0032				
SW/4 LIMITED TO THE WELLBORE OF THE KLINBERT #1					

1723 040

EXHIBIT A

LEASE #	LESSOR	LESSEE	DATE	RIGHTS	RECORDING BOOK/PAGE
TRACT #					
3180081	MARY REICHENBACH OK-4009 01	ROY W REED Ring / Blk: 009W Sec / Abs / Sec: 0032 NW/4 LESS 50 ACRES IN THE SW/CORNER LIMITED TO THE WELLBORE OF THE KLINNER #1	11/16/56	O/G	BK 160 PG 16
3180098	HENRY L MAJOR OK-4009 01	CARL S FORD Ring / Blk: 009W Sec / Abs / Sec: 0004 E/2NE/4, SE/4	11/16/56	O/G	BK 161 PG 325
3180099	A F CASTONGUAY ET UX OK-4009 01	CARL S FORD Ring / Blk: 009W Sec / Abs / Sec: 0005 SW/4	11/16/56	O/G	BK 160 PG 23
3180102	ERNEST KLINNER ET UX OK-4009 01	JACK H CHGATE Ring / Blk: 009W Sec / Abs / Sec: 0032 Twp / Ar / Rat: 015N SE/4 LIMITED TO THE WELLBORE OF THE KLINNER #1	1/3/57	O/G	BK 161 PG 223
3180114	A F CASTONGUAY ET UX OK-4009 01	CARL S FORD Ring / Blk: 009W Sec / Abs / Sec: 0005 SE/4	11/16/56	O/G	BK 161 PG 313
3245251A	PEARL S DOUGHERTY ET VIR OK-4009 01	KENNETH R HILL Ring / Blk: 009W Sec / Abs / Sec: 0005 Twp / Ar / Rat: 015N LOTS 1, 2, S/2NE/4	3/22/61	O/G	BK 205 PG 531
3245251B	H O SHULTS ET UX OK-4009 01	KENNETH R HILL Ring / Blk: 009W Sec / Abs / Sec: 0005 Twp / Ar / Rat: 015N LOTS 1, 2, S/2NE/4	3/22/61	O/G	BK 224 PG 183
3245251C	GLADYS SHULTS OK-4009 01	KENNETH R HILL Ring / Blk: 009W Sec / Abs / Sec: 0005 Twp / Ar / Rat: 015N LOTS 1, 2, S/2NE/4	3/22/61	O/G	BK 206 PG 248
3257945	A F CASTONGUAY ET UX OK-4009 01	J D KENNEDY Ring / Blk: 009W Sec / Abs / Sec: 0004 Twp / Ar / Rat: 015N S/2SW/4	2/15/57	O/G	BK 166 PG 33
3257959	GEORGE B HUBBARD ET AL OK-4009 01	W O ALLEN Ring / Blk: 009W Sec / Abs / Sec: 0004 Twp / Ar / Rat: 015N LOT 3, S/2NW/4	11/8/57	O/G	BK 173 PG 195

Sep 30, 1997 1:05 PM

1723 042

PAGE:
BIBY-WALLING 27-1
TREND

EXHIBIT 'A'

SUBJECT LANDS

THE SE/4 OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 7 WEST, KINGFISHER
COUNTY, OKLAHOMA

OIL AND GAS INTERESTS

LEASE NUMBER: 0375

LESSOR: ARMILDA BIBY, MARRIED PERSON DEALING IN HER SOLE & SEPARATE
PROPERTY & VALERA WALLING, A MARRIED PERSON DEALING IN HER SOLE
LESSEE: JIMMY CARPENTER
DATE: 06/26/79
DESCRIPTION: T-015N R-007W SEC-0027 SE/4
RECORDING
DATA: BOOK 0630; PAGE 0369

KINGFISHER COUNTY, OK

1723 043

PAGE:
ELIZABETH 20-1
LOYAL SE

EXHIBIT

SUBJECT LANDS

THE S/2 OF THE NW/4 OF SECTION 20, TOWNSHIP 17 NORTH, RANGE 8 WEST,
KINGFISHER COUNTY, OKLAHOMA

OIL AND GAS INTERESTS

LEASE NUMBER: 5555
LESSOR: GEORGE REMPE & ELIZABETH LUCILLE REMPE, H/W
LESSEE: D. B. JONES
DATE: 01/21/80
DESCRIPTION: T-017N R-008W SEC-0020
-17N-8W SEC 20 NW/4, WI SHOWN IS FOR
N/2 NW/4.
RECORDING DATA: BOOK 0660; PAGE 0099

KINGFISHER COUNTY, OK

1723 044

PAGE:
ERNA 6-1
FLUME

EXHIBIT 10

SUBJECT LANDS

THE SE/4 OF SECTION 4, TOWNSHIP 16 NORTH, RANGE 9 WEST, KINGFISHER
COUNTY, OKLAHOMA

OIL AND GAS INTERESTS

LEASE NUMBER: 10400

LESSOR: IDA W. SAPP
LESSEE: TEXAS OIL & GAS CORP.
DATE: 02/13/75
DESCRIPTION: T-016N R-009W SEC-0006 101.36 AC M/L, OUT OF SE/4 IN TWO TRACTS
TRACT #1 BEG. AT SE/COR OF SE/4; THENCE N 2636 FT; THENCE W 413.1 FT;
THENCE S 2636 FT; THENCE E 413.1 FT TO POB, CONTAINING 25 AC.;
TRACT #2 BEG. AT SW/COR OF SE/4; THENCE E 1852 FT; THENCE N 1320 FT;
THENCE W 1210 FT; THENCE N 1324 FT; THENCE W 658 FT; THENCE S 2644 FT
TO POB, CONTAINING 76.36 AC.

RECORDING
DATA: BOOK 0519; PAGE 0112

LEASE NUMBER: 10409 A

LESSOR: ERNA MAE SEEDORF, A WIDOW
LESSEE: TEXAS OIL & GAS CORP.
DATE: 02/17/75
DESCRIPTION: T-016N R-009W SEC-0006
58.64 AC. M/L, OUT OF SE/4
BEG. 413.1 FT. W OF THE SE COR OF SE/4; THENCE N 2636 FT TO A POINT
413.1 FT W OF THE NE COR; THENCE WEST WITH THE NORTH LINE OF SAID
QUARTER SECTION TO A POINT 658 FT EAST OF THE NW COR THEREOF; THENCE
SOUTH PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION 1324 FT;
THENCE EAST PARALLEL WITH THE NORTH LINE 1210 FT; THENCE SOUTHWESTERLY
TO A POINT ON THE SOUTH LINE OF SAID QUARTER 1852 FT EAST OF THE SW
COR; THENCE E 374.9 FT TO POB, INsofar AS LEASE COVERS RIGHTS DOWN TO,
BUT NOT BELOW, A DEPTH OF 9700 FT.

RECORDING
DATA: BOOK 0519; PAGE 0110

KINGFISHER COUNTY, OK

PAGE:
ERMA 6-1
FLUME

LEASE CONTINUED

LEASE NUMBER: 10489 D

LESSOR: FERN ECHOLS, A WIDOW
LESSEE: TEXAS OIL & GAS CORP.
DATE: 02/25/75

DESCRIPTION: T-016N R-009W SEC-0006
58.64 AC M/L OUT OF THE SE 1/4
BEGINNING AT A POINT 413.1 FT W OF THE SE COR OF SAID QUARTER SEC;
THENCE N 2636 FT TO A POINT 413.1 FT W OF THE NE COR; THENCE W WITH
THE N LINE OF SAID QUARTER SEC TO A POINT 650 FT E OF THE NW COR;
THENCE S PARALLEL WITH THE W LINE OF SAID QUARTER SEC 1324 FT; THENCE
E PARALLEL WITH THE N LINE 1210 FT; THENCE SOUTHWESTERLY TO A POINT ON
THE S LINE 1852 FT E OF THE SW COR; THENCE E 374.9 FT TO THE POB.
INSOFAR AS LEASE COVERS RIGHTS DOWN TO, BUT NOT BELOW, A DEPTH OF
9700 FT.

RECORDING
DATA: BOOK 0519; PAGE 0114

LEASE NUMBER: 10489 C

LESSOR: AUDREY M. KETCH, A WIDOW
LESSEE: TEXAS OIL & GAS CORP.
DATE: 02/25/75

DESCRIPTION: T-016N R-009W SEC-0006
58.64 AC M/L OUT OF THE SE 1/4
BEGINNING AT A POINT 413.1 FT W OF THE SE COR OF SAID QUARTER SEC;
THENCE N 2636 FT TO A POINT 413.1 FT W OF THE NE COR; THENCE W WITH
THE N LINE OF SAID QUARTER SEC TO A POINT 650 FT E OF THE NW COR;
THENCE S PARALLEL WITH THE W LINE OF SAID QUARTER SEC 1324 FT; THENCE
E PARALLEL WITH THE N LINE 1210 FT; THENCE SOUTHWESTERLY TO A POINT ON
THE S LINE 1852 FT E OF THE SW COR; THENCE E 374.9 FT TO THE POB.
INSOFAR AS LEASE COVERS RIGHTS DOWN TO, BUT NOT BELOW, A DEPTH OF
9700 FT.

RECORDING
DATA: BOOK 0519; PAGE 0116

LEASE NUMBER: 10489 D

LESSOR: JOHN M. BIEHLER AND JEANNE E. BIEHLER, H/W
LESSEE: TEXAS OIL & GAS CORP.
DATE: 02/25/75

DESCRIPTION: T-016N R-009W SEC-0006
58.64 AC M/L, OUT OF THE SE 1/4
BEGINNING AT A POINT 413.1 FT W OF THE SE COR OF SAID QUARTER SEC;
THENCE N 2636 FT TO A POINT 413.1 FT W OF THE NE COR; THENCE W WITH
THE N LINE OF SAID QUARTER SEC TO A POINT 650 FT E OF THE NW COR;
THENCE S PARALLEL WITH THE W LINE OF SAID QUARTER SEC 1324 FT; THENCE
E PARALLEL WITH THE N LINE 1210 FT; THENCE SOUTHWESTERLY TO A POINT ON
THE S LINE 1852 FT E OF THE SW COR; THENCE E 374.9 FT TO THE POB.
INSOFAR AS LEASE COVERS RIGHTS DOWN TO, BUT NOT BELOW, A DEPTH OF
9700 FT.

KINGFISHER COUNTY, OK

PAGE:
SERMA 6-1
FLUME

LEASE CONTINUED

RECORDING

DATA: BOOK 0519; PAGE 0118

LEASE NUMBER: 10489 E

LESSOR: THOMAS JAMES BIEHLER & PEGGY BIEHLER, H/W

LESSEE: TEXAS OIL & GAS CORP.

DATE: 02/25/75

DESCRIPTION: T-016N R-009W SEC-0006

58.64 AC MNL, OUT OF THE SE 1/4

BEGINNING AT A POINT 413.1 FT W OF THE SE COR OF SAID QUARTER SEC;

THENCE N 2636 FT TO A POINT 413.1 FT W OF THE NE 1/4 COR; THENCE W WITH

THE N LINE OF SAID QUARTER SEC TO A POINT 658 FT E OF THE NW COR;

THENCE S PARALLEL WITH THE W LINE OF SAID QUARTER SEC 1324 FT; THENCE

E PARALLEL WITH THE N LINE 1210 FT; THENCE SOUTHWESTERLY TO A POINT ON

THE S LINE 1052 FT E OF THE SW COR; THENCE E 374.9 FT TO POB.

INSOFAR AS LEASE COVERS RIGHTS DOWN TO, BUT NOT BELOW, A DEPTH OF

9700 FT.

RECORDING

DATA: BOOK 0519; PAGE 0098

KINGFISHER COUNTY, OK

1723 047

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FOX 4-1
FOX

EXHIBIT, 4A

SUBJECT LANDS

THE E/2 OF THE SE/4 OF SECTION 4, TOWNSHIP 15 NORTH, RANGE 6 WEST,
KINGFISHER COUNTY, OKLAHOMA

OIL AND GAS INTERESTS

LEASE NUMBER: 11013 A

LESSOR: PHILLIP LEE AND CAROL ANN FOX (H & W)
LESSEE: TRITON PROPERTIES, INC.
DATE: 10/20/00
DESCRIPTION: T-015N R-006W SEC-0004 SE4, KINGFISHER COUNTY, OK.
RECORDING
DATA: BOOK 0690; PAGE 0403

LEASE NUMBER: 11013 B

LESSOR: CHESTER O. AND RUTH A. BEASLEY H/W
LESSEE: TRITON PROPERTIES, INC.
DATE: 10/20/00
DESCRIPTION: T-015N R-006W SEC-0004 SE4
RECORDING
DATA: BOOK 0700; PAGE 0105

LEASE NUMBER: 11013 C

LESSOR: GERALD LEROY & BILLIE L. BEASLEY
LESSEE: TRITON PROPERTIES, INC.
DATE: 10/20/00
DESCRIPTION: T-015N R-006W SEC-0004 SE4
RECORDING
DATA: BOOK 0700; PAGE 0100

KINGFISHER COUNTY, OK

1723 048

PAGE:
GREYING 24-1
OKARCHIE NORTH

EXHIBIT 'A'

SUBJECT LANDS

SECTION 24, TOWNSHIP 15 NORTH, RANGE 8 WEST, KINGFISHER COUNTY,
OKLAHOMA

OIL AND GAS INTERESTS

LEASE NUMBER: 5138

LESSOR: EUGENE J. AND KATHERINE GILLES, HAW

LESSEE: W M BRYAN, INC

DATE: 02/15/78

DESCRIPTION: T-015N R-000W SEC-0024 E2 SW4

RECORDING

DATA: BOOK 0590; PAGE 0268

LEASE NUMBER: 5139 A

LESSOR: JIM HUGH RINEHART & ROGER DEAN RINEHART

LESSEE: W M BRYAN, INC

DATE: 03/01/78

DESCRIPTION: T-015N R-000W SEC-0024 W2 SW4

RECORDING

DATA: BOOK 0602; PAGE 0150

LEASE NUMBER: 5139 B

LESSOR: MARTHA A. THIEMS & HERMAN L. THIEMS

LESSEE: W. M. BRYAN, INC

DATE: 07/07/77

DESCRIPTION: T-015N R-000W SEC-0024 W2 SW4

RECORDING

DATA: BOOK 0575; PAGE 0310

LEASE NUMBER: 5139 C

LESSOR: MARY E. WHEATLEY, A WIDOW

LESSEE: W. M. BRYAN, INC

KINGFISHER COUNTY, OK

PAGE 1
GREVING 24-1
OKARCHE NORTH

LEASE CONTINUED

DATE: 07/07/77
DESCRIPTION: T-015N R-000W SEC-0024 W2 SW4
RECORDING
DATA: BOOK 0570; PAGE 0352

LEASE NUMBER: 6051

LESSOR: JAMES EDWARD GREVING & MARIE GREVING H/W
LESSEE: W. M. BRYAN
DATE: 11/12/77
DESCRIPTION: T-015N R-000W SEC-0024 SE4
RECORDING
DATA: BOOK 0583; PAGE 0194

LEASE NUMBER: 6052

LESSOR: BERNARD KRITTENDRINK, TRUSTEE ET AL
LESSEE: W. M. BRYAN
DATE: 11/10/77
DESCRIPTION: T-015N R-000W SEC-0024 NW4
RECORDING
DATA: BOOK 0593; PAGE 0023

PAGE: 1
KRAUS 19-1
LOYAL SE

EXHIBIT 'A'

SUBJECT LANDS

THE E/2 OF THE NE/4 OF SECTION 19, TOWNSHIP 17 NORTH, RANGE 8 WEST,
KINGFISHER COUNTY, OKLAHOMA

OIL AND GAS INTERESTS

LEASE NUMBER: 8866

LESSOR: MARY MAY KRAUS & FRANCIS J. KRAUS W/H
LESSEE: PARTNERSHIP PROPERTIES CO.
DATE: 05/26/78
DESCRIPTION: T-017N R-008W SEC-0019 N2 S2 NE FROM SURF TO 9,380'.
RECORDING DATA: BOOK 0598; PAGE 0120

LEASE NUMBER: 8867

LESSOR: MARY MAY KRAUS & FRANCIS J. KRAUS W/H
LESSEE: PARTNERSHIP PROPERTIES, CO.
DATE: 04/03/78
DESCRIPTION: T-017N R-008W SEC-0019 N2 NE FROM SURFACE TO 9,380'.
RECORDING DATA: BOOK 0598; PAGE 0126

LEASE NUMBER: 8868

LESSOR: VERNA STETLER & EDWARD STETLER W/H
LESSEE: U. I. SMITH
DATE: 08/19/65
DESCRIPTION: T-017N R-008W SEC-0019 S2 S2 NE4 AMONG OTHER LANDS
RECORDING DATA: BOOK 0286; PAGE 0367

KINGFISHER COUNTY, OK

1723 051

PAGE:
RUSSELL 23-3
DOVER SOUTHEAST

EXHIBIT 'A'

SUBJECT LANDS

THE W/2 OF THE NW/4 OF SECTION 23, TOWNSHIP 17 NORTH, RANGE 6 WEST,
KINGFISHER COUNTY, OKLAHOMA

OIL AND GAS INTERESTS

LEASE NUMBER: 19485 A
LESSOR: VIVIAN E KELLY, A WIDOW
LESSEE: JACK H CHOATE
DATE: 03/01/67
DESCRIPTION: T-017N R-006W SEC-0023 LOT 1 OF THE NW4, AMONG OTHER LANDS, INCLUDING
ALL ACCRETIONS AND RIPARIAN RIGHTS ADDED THERETO AND TO THE CENTER OF
THE CIMARRON RIVER
RECORDING
DATA: BOOK 329 ; PAGE 70

KINGFISHER COUNTY, OK

LINCOLN NORTH UNIT
S.E. DOVER

EXHIBIT 'A'

SUBJECT LANDS

TOWNSHIP 18 NORTH, RANGE 5 WEST

ALL OF SECTIONS 27, 28, 29, 30, 31, 32, 33 AND THE W/2 OF SECTION 34,

TOWNSHIP 18 NORTH, RANGE 6 WEST

THE E/2 NE/4 AND S/2 OF SECTION 25 AND SE/4 OF SECTION 26 AND ALL OF SECTIONS 34, 35 AND 36,

TOWNSHIP 17 NORTH, RANGE 5 WEST

LOTS 3 AND 4 AND THE S/2 NW/4 AND THE SW/4 OF SECTION 3 AND ALL OF SECTIONS 4, 5 and 6,

TOWNSHIP 17 NORTH, RANGE 6 WEST

ALL OF SECTIONS 1, 2, 3, 10 AND 11 AND THE W/2 AND W/2 SE/4 OF SECTION 12 AND THE W/2 NE/4 AND W/2 SE/4 AND W/2 OF SECTION 13 AND THE N/2 AND SW/4 AND N/2 SE/4 OF SECTION 14 AND THE E/2 OF SECTION 15, KINGFISHER CO, OK

OIL AND GAS INTERESTS

ALL ACREAGE DESCRIBED AS THE LINCOLN NORTH UNIT WHICH BECAME EFFECTIVE AND COMMENCED OPERATIONS OF THE UNIT AREA AT 7:00 A.M., MARCH 1, 1976, AS EVIDENCED BY THAT CERTAIN DECLARATION FILED IN BOOK 540 AT PAGE 205 OF THE RECORDS IN THE OFFICE OF THE COUNTY CLERK OF KINGFISHER COUNTY, OKLAHOMA.

KINGFISHER COUNTY, OK

United States Bankruptcy Court
Southern District of Texas
ENTERED

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION

SEP 18 2000

Michael N. Milby, Clerk of Court

IN RE:

BRISTOL RESOURCES 1994
ACQUISITION LIMITED
PARTNERSHIP

Case No. 00-21156-C-11

BRISTOL RESOURCES CORPORATION

Case No. 00-21157-C-11

BRISTOL RESOURCES PRODUCTION
COMPANY, L.L.C.

Case No. 00-21169-C-11

JOINTLY ADMINISTERED DEBTORS
UNDER CASE NO. 00-21156-C-11

Nunc Pro Tunc

ORDER APPROVING:

(I) SALE OF SUBSTANTIALLY ALL OF DEBTORS' OIL & GAS
PROPERTIES FREE AND CLEAR OF ALL CLAIMS, LIENS,
INTERESTS AND ENCUMBRANCES PURSUANT TO
SECTIONS 105 AND 363 OF THE BANKRUPTCY CODE,
SUBJECT TO THE TERMS OF A PURCHASE AND SALE AGREEMENT;

(II) ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY
CONTRACTS PURSUANT TO SECTION 365 OF THE BANKRUPTCY CODE
AND RULE 6006 OF THE BANKRUPTCY RULES AND FIXING
CURE AMOUNTS THEREUNDER; AND

(III) REJECTION OF CERTAIN EXECUTORY CONTRACTS PURSUANT
TO SECTION 365 OF THE BANKRUPTCY CODE AND RULE 6006
OF THE BANKRUPTCY RULES AND ESTABLISHING A BAR DATE
FOR THE FILING OF CLAIMS FOR REJECTION
DAMAGES ARISING FROM THE REJECTION OF SUCH CONTRACTS

The Court has considered the motion of Bristol Resources Corporation ("Bristol Corp."),
Bristol Resources 1994 Acquisition Limited Partnership ("Bristol L.P.") and Bristol Resources
Production Company, L.L.C. ("Bristol L.L.C.") (collectively, the "Debtors") seeking entry of an
order (i) authorizing the Debtors to sell substantially all of their oil and gas properties free and
clear of liens, claims, interests and encumbrances to Chaparral Oil, L.L.C. and CEI Bristol
Acquisition, L.P. (collectively, "Buyer"), subject to the terms of a purchase and sale agreement;

TRUE COPY I CERTIFY

ATTEST:

MICHAEL N. MILBY, Clerk of Court

By

S. Morris

Deputy Clerk

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(ii) approving the assumption and assignment of certain executory contracts and fixing the cure amounts thereunder, and (iii) approving the rejection of certain executory contracts and establishing a bar date for filing claims for rejection damages arising thereunder (the "Sale Motion"); and it appearing that good and sufficient notice has been given; and after due deliberation and sufficient cause appearing, the Court enters the following findings of fact and conclusions of law:

FINDINGS OF FACT AND CONCLUSIONS OF LAW¹

1. This matter having come before the Court on the Sale Motion of the Debtors for inter alia, entry of an order under 11 U.S.C. §§ 105(a), 363, 365 and Fed. R. Bankr. P. 2002, 6004, and 6006 (the "Sale Order") authorizing (i) the Debtors' sale (the "Sale") of substantially all of their assets (the "Assets"), free and clear of all mortgages, security interests, conditional sale or other title retention agreements, pledges, liens, claims, judgments, demands, easements, charges, encumbrances, defects, security interests, options, rights of first refusal and restrictions of all kind (collectively, "Interests") and (ii) the Debtors' assumption and assignment of certain executory contracts and unexpired leases free and clear of all Interests.
2. The Court entered an order on September 1, 2000 (the "Procedures Order") approving (i) the proposed bidding procedures, (ii) the proposed bidding protections and (iii) the form and manner of notice of the Sale Hearing.
3. This Court has jurisdiction to consider the Sale Motion pursuant to 28 U.S.C. §§ 157 and 1334. The Sale Motion is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

¹Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

4. Notice of the Sale Motion, the Sale Hearing thereon, and the assumption and assignment of the Assigned Contracts is sufficient and proper and complies with all applicable provisions and requirements of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), Federal Rules of Bankruptcy Procedure, and the Local Rules of Bankruptcy Procedure, and (i) has been provided in accordance with 11 U.S.C. §§ 102(1), 363 and 365 and Fed. R. Bankr. P. 2002, 6004, 6006, 9014 and 9019 and in compliance with the Procedures Order, (ii) such notice was good and sufficient, and appropriate under the particular circumstances, and (iii) no other or further notice of the Sale Motion or Sale Hearing, or the assumption and assignment of the Assigned Contracts is or shall be required.
5. As demonstrated by (i) the testimony and other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, the Debtors have marketed the Assets and conducted the sale process in compliance with the Procedures Order.
6. Each Debtor (i) has full corporate power and authority to execute the Sale Agreement and all other documents contemplated thereby, and the sale of the Assets by the Debtors has been duly and validly authorized by all necessary corporate action of each of the Debtors, (ii) has all of the corporate power and authority necessary to consummate the transactions contemplated by the Sale Agreement, (iii) has taken all corporate action necessary to authorize and approve the Sale Agreement and the consummation by such Debtors of the transactions contemplated thereby. No consents or approvals, other than those expressly provided for in the Sale Agreement, are required for the Debtors to consummate such transactions.
7. On April 18, 2000, Wells Fargo Bank (Texas), N.A. ("Wells") and CIBC, Inc. ("CIBC") filed involuntary petitions under Chapter 11 of the Bankruptcy Code against Bristol L.P.

and Bristol Corp. On April 18, 2000, Bank One, Texas, N.A. ("Bank One") filed an involuntary petition under Chapter 11 of the Bankruptcy Code against Bristol L.L.C.

8. On May 1, 2000 each of the Debtors filed answers consenting to the entry of orders for relief against each Debtor. On May 4, 2000, the Court entered orders for relief against each of the Debtors. The United States Trustee subsequently appointed the Official Committee of Unsecured Creditors (the "Creditors' Committee") in the Debtors' bankruptcy cases pursuant to §§ 1102(a) and 1102(b) of the Bankruptcy Code.

9. The Debtors remain in possession of their assets and continue to manage their property as debtors in possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code. ~~No request has been made for the appointment of a trustee or examiner in these cases.~~ *PSS*

*25 Sept 00
Nanc pro time*
10. The Debtors are in the business of owning oil and gas properties. Bristol Corp. also operates oil and gas properties for its own account, Bristol L.P., Bristol L.L.C. and others.

11. Wells and CIBC claim they hold valid, enforceable, and allowable claims against Bristol L.P. and Bristol Corp., as defined in § 101 of the Bankruptcy Code, as of April 18, 2000 in an aggregate amount equal to at least \$37,613,850.80 in unpaid principal plus accrued but unpaid interest, fees and other obligations (the "Wells Pre-Petition Indebtedness"). Wells and CIBC claim that substantially all of the oil and gas properties of Bristol L.P. secure repayment of the Wells Pre-Petition Indebtedness.

12. Bank One claims it holds valid, enforceable, and allowable claims against Bristol L.L.C., as defined in § 101 of the Bankruptcy Code, as of April 18, 2000, in an aggregate amount equal to approximately \$23,500,000.00 in unpaid principal plus accrued but unpaid interest, fees and other obligations (the "Bank One Pre-Petition Indebtedness"). Bank One claims that substantially all of the oil and gas properties of Bristol L.L.C. secure repayment of the Bank One Pre-Petition Indebtedness.

13. On June 9, 2000, the Debtors reopened its data room at the offices Lee Keeling and Associates, Inc. ("Keeling"), in Tulsa, Oklahoma, its Court retained petroleum consultants under the direction of John Houser, Vice President of Engineering at Bristol Corp. The Debtors' properties have been re-marketed, the Debtors' reserve reports have been updated by Keeling and offers have been considered from all potential buyers who have submitted offers as of the date of the Sale Hearing.

14. The Debtors continued their marketing efforts by, among other things, (a) contacting potential buyers including certain buyers identified pre-petition by Petrie, Parkman & Co. ("Petrie"), (b) distributing further information to qualified prospective buyers who contacted the Debtors on request whether or not previously identified pre-petition by Petrie, (c) contacting other qualified prospective buyers, (d) overseeing and assisting with due diligence investigations, and (e) re-establishing the data room for the Debtors' properties for due diligence and continued to do so until this Court approved the sale of the Debtors' assets.

15. The Debtors received offers prior to September 1, 2000 from numerous bidders for either some or all of the Debtors' properties, including an offer from Chaparral Oil, L.L.C. and CEI Bristol Acquisition, L.P. (collectively, "Chaparral"). After a process of analyzing the various offers, the Debtors, determined that Chaparral's offer as of September 1, 2000, constituted the best offer for the Debtors' oil and gas properties, contained the most favorable terms, and provided the greatest likelihood of being consummated. The Buyer's offer is memorialized in the Agreement of Purchase and Sale dated as of September 1, 2000 among the Debtors and Buyer (the "Sale Agreement").

16. The Sale Agreement provides for the Debtors to sell and transfer substantially all of their oil and gas properties (more particularly set forth at Exhibit A of the Sale Agreement) and certain other assets including the Assigned Contracts (as hereafter defined) (collectively, the "Properties") to Buyer free and clear of all liens, claims and encumbrances pursuant to § 363(b) of

the Bankruptcy Code, in accordance with the Sale Agreement. The Properties do not include any assets of the Debtors except as expressly set forth in the Sale Agreement. Specifically and without limitation, the Properties to be sold under the Sale Agreement do not include cash or avoidance actions and other claims and causes of action belonging to the Debtors' estates.

17. The Sale Agreement includes a list of executory contracts and unexpired leases (including joint operating agreements for operating and non-operating properties) that the Debtors seek authority to assume pursuant to 11 U.S.C. § 365 and thereafter assign to Buyer (collectively, the "Assigned Contracts"), and a list of executory contracts and unexpired leases (including joint operating agreements for operating and non-operating properties) that the Debtors seek authority to reject pursuant to 11 U.S.C. § 365 (the "Rejected Contracts").

18. The Sale Agreement provides for a purchase price of \$74,500,000.00 (subject to certain post-effective date adjustments, including gas imbalances) with an earnest money escrow of \$7,450,000.00 (reflecting 10% of the purchase price) that was deposited with Bank of Oklahoma, N.A. (collectively, the "Total Consideration").

19. The Total Consideration represents the highest and best offer for the Properties. The Debtors have articulated good and sufficient business reasons justifying the sale of the Properties to Buyer pursuant to the terms of the Sale Agreement and thus the sale of the Properties to Buyer pursuant to the terms of the Sale Agreement is a reasonable business decision in light of the circumstances and is in the best interest of the estate and its creditors. Further, the sale of the Properties to Buyer pursuant to the terms of the Sale Agreement presents the best opportunity to realize the maximum value of the estates' assets for distribution to creditors and is necessary to preserve the value of the estates' assets for the estates and their creditors and provides the greatest recovery for the Debtors', creditors and other interested parties than would be provided by any other practical available alternative.

20. The Total Consideration to be paid and/or assumed by Buyer is fair and constitutes reasonably equivalent value and reasonable market value for the Properties under the Bankruptcy Code and the laws of the United States, any State, territory or possession or the District of Columbia.

21. The earnest money escrow (plus accrued interest) is only refundable to Buyer in the event a material breach of the Sale Agreement by the Debtors in the absence of a material breach by Buyer, or in the event the Sale Agreement is terminated by the Debtors or Buyer in the event certain conditions precedent are not met.

22. Unless otherwise provided in the Sale Agreement, Buyer shall not assume or become liable for any liens, claims, interests and/or encumbrances relating to the Properties. Any such liens, claims, interests, and/or encumbrances shall attach to the proceeds of the sale. Moreover, the parties agree that all accrued but unpaid lessors' royalties, overriding royalties and/or payables to working interest owners as of the Effective Date not the subject of suspense (excluding those subject to the Temporary Restraining Order and Preliminary Injunction entered by the Court on August 21, 2000 in Adversary Proceeding No. 00-2100) shall be paid by the Debtors as soon as practicable after closing from the purchase price tendered by Buyer.

23. The Debtors' and Buyer's obligations to consummate the Sale Agreement are subject to the conditions set forth in the Sale Agreement. The sale of the Properties must be approved and consummated promptly in order to preserve the value of the Properties.

24. The Sale Agreement requires the Debtors to pay Chaparral a termination fee in an amount of \$400,000.00 if, and only if (i) all conditions precedent set forth in the Sale Agreement have been met or waived in writing before the date of the hearing on this Motion, and (ii) the Sale Agreement is not approved by the Court at the hearing because the Debtors have received offer(s) to purchase all or a substantial portion of the Properties, which are approved by the Court and such offer(s) result in an actual sale of the Properties to a buyer other than Chaparral or its affiliates. The

Court finds that the termination fee contemplated in the Sale Agreement is fair and reasonable under the circumstances. The termination fee shall be treated as a superpriority administrative expense other than those paid in the ordinary course of business, as set forth in the Procedures Order.

25. Buyer is purchasing the Properties on an "as is," "where is" basis, relying solely upon its own inspection of the Properties. Buyer has made its due diligence materials (other than proprietary information) available to the Debtors.

26. Buyer is purchasing the Properties in good faith. The Sale Agreement is the product of substantial, extensive and good faith negotiations that were conducted at arm's length and without collusion. Accordingly, Buyer is entitled to the protection of section 363(m) of the Bankruptcy Code. Official Comm. of Senior Unsecured Creditors v. First Republic Bank, 106 B.R. 938, 942 (N.D. Tex. 1989), citing In re Bleufontaine, Inc., 634 F.2d 1383, 1388 n. 7 (5th Cir. 1981). The Sale Agreement was negotiated, proposed and entered into by the Debtors and Buyer without collusion, in good faith, and from arm's-length bargaining positions. Neither the Debtors nor Buyer have engaged in any conduct that would cause or permit the Sale Agreement to be avoided under 11 U.S.C. § 363(n).

27. Buyer is a good faith purchaser under 11 U.S.C. § 363(m) and, as such, Buyer and its lenders are entitled to all of the protections afforded thereby. Buyer will be acting in good faith within the meaning of 11 U.S.C. § 363(m) in closing the transactions contemplated by the Sale Agreement and at all times after the entry of this Order.

28. Certain parties (including, but not limited to, Wells, CIBC, Bank One and other parties identified in the Sale Motion) have asserted liens on certain of the Properties. The Debtors can sell the Properties free and clear of such liens pursuant to section 363(f) of the Bankruptcy Code. Any and all claims of such parties shall attach to the proceeds from the sale of the Assets.

29. Requirements of section 363(b) and section 363(f) of the Bankruptcy Code and any other applicable law relating to the sale of the Properties have been satisfied.

30. Any and all liens, claims, interests and encumbrances attaching to the Debtors' interests in the Properties not expressly assumed by Buyer, including, but not limited to, any and all mechanic's and materialmen's claims and operator's liens and the claims of parties who assert working interests and/or overriding royalty interests in the Properties, not paid as set forth in this Order, shall be transferred from the Debtors' interests in the Properties and shall attach to the proceeds of the sale.

31. The assumption and assignment to Buyer of the Assigned Contracts is in the Debtors' economic best interest because the assumption and assignment of such executory contracts is an integral part of the sale of the Properties.

32. The Debtors and Buyer have provided adequate assurance of Buyer's future performance of and under the Assigned Contracts, within the meaning of 11 U.S.C. §§ 365(b)(1)(C) and 365(f)(2)(B).

33. Payment of amounts to cure defaults pursuant to section 365(b) of the Bankruptcy Code will be made by the Debtors in connection with the assumption and assignment of the Assigned Contracts under the Sale Agreement. All accrued but unpaid lessors' royalties, overriding royalties and/or payables to working interest owners as of the Effective Date not the subject of — suspension (excluding those subject to the Temporary Restraining Order and Preliminary Injunction entered by the Court on August 21, 2000 in Adversary Proceeding No. 00-2100) shall be paid by the Debtors as soon as practicable after closing from the purchase price tendered by Buyer.

34. Buyer has provided adequate assurance of future performance of the Assumed Contracts sufficient to satisfy section 365(f)(2) of the Bankruptcy Code.

35. The rejection of the Rejected Contracts is in Debtors' economic best interest because Buyer has not sought the assumption and assignment of such executory contracts, the estates no longer have an economically viable use for the Rejected Contracts and the Rejected Contracts are of no value to the estates.

36. Approval of the Sale Agreement and consummation of the sale at this time are in the best interests of the Debtors, their creditors, their estates and other parties in interest.

37. The Debtors have demonstrated both (i) good, sufficient and sound business purpose and justification and (ii) compelling circumstances for the sale pursuant to 11 U.S.C. § 363(b) prior to, and outside of, a plan of reorganization.

38. A reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein has been afforded to all interested persons and entities.

39. The transfer of the Properties to Buyer will be a legal, valid and effective transfer of the Properties, and will vest Buyer with all right, title and interest of the Debtors to the Properties free and clear of all (i) Interests (A) that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal or termination of the Debtors' or Buyer's interest in the Properties, or any similar rights and (B) relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the Debtors' businesses prior to the date (the "Closing Date") of the consummation of the Sale Agreement (the "Closing"). This paragraph does not affect the treatment of preferential purchase rights described in the Sale Agreement.

40. Buyer would not have entered into the Sale Agreement and would not consummate the transactions contemplated thereby, thus adversely affecting the Debtors, their estates and their creditors, if the sale of the Properties to Buyer were not free and clear of all Interests of any kind or nature whatsoever, or if Buyer would, or in the future could, be liable for any of the Interests and if the assignment of the Assigned Contracts could not be made under §365.

41. The Debtors may sell the Properties free and clear of all Interests of any kind or nature whatsoever because, in each case, one or more of the standards set forth in 11 U.S.C. §§ 363(f)(1) - (5) has been satisfied. Those (i) holders of Interests and (ii) non-debtor parties to Assigned Contracts who did not object, or who withdrew their objections, to the sale or the Sale Motion are deemed to have consented pursuant to 11 U.S.C. § 363(f)(2). Those (i) holders of Interests and (ii) non-debtor parties to Assigned Contracts who did object fall within one or more of the other subsections of 11 U.S.C. § 363(f) and are adequately protected by having their Interests, if any, attach to the proceeds of the sale ultimately attributable to the property against or in which they claim or may claim an Interest.

42. The sale of the Properties to Buyer is a prerequisite to the Debtors' ability to confirm and consummate a plan or plans of liquidation.

43. Notwithstanding anything herein or in the Sale Agreement to the contrary, the Debtors are not selling any compressors owned by El Reno Oil Field Services, Inc. nor are the Debtors assuming, rejecting or assigning any leases of such compressors pursuant to the Sale Agreement.

IN ACCORDANCE WITH AND BASED ON THE FOREGOING, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

44. The relief requested in the Sale Motion is GRANTED in all respects. The terms and conditions of the Sale Agreement are APPROVED in all respects. The sale process employed by Debtors has established the fair market value for the Properties. In re Abbotts Dairies of Pennsylvania, Inc., 788 F.2d 143, 149 (3rd Cir. 1986)

45. Any objections to the Sale Motion not resolved by the terms of this Order or withdrawn, waived or settled and all reservations of rights included therein are hereby overruled and denied.

46. Pursuant to section 363 of the Bankruptcy Code, the Debtors are hereby authorized to sell the Properties free and clear of all liens, claims, interests and encumbrances (except the permitted liens described in the Sale Agreement) to Buyer, subject to the terms of the Sale Agreement and this Order.

47. Pursuant to § 363, the Debtors are hereby authorized to enter into and to execute the Sale Agreement with Buyer, and to consummate the sale of the Properties to Buyer subject to the terms of the Sale Agreement and the Procedures Order and to execute such additional documents as may be reasonable and necessary to consummate the sale.

48. The Debtors and their respective representatives and attorneys are hereby authorized and empowered to carry out all of the provisions of the Sale Agreement and this Order and to issue, execute, deliver, file and record as appropriate the Sale Agreement and such additional documents as may be reasonable and necessary to consummate the sale of the Properties and to take any action contemplated by the Sale Agreement and/or this Order.

49. The Debtors and Buyer are hereby directed and shall comply with all provisions of the Sale Agreement.

50. The Debtors are hereby directed to pay all accrued but unpaid lessors' royalties, overriding royalties and/or payables to working interest owners (collectively, "Third Party Revenues") as of the Effective Date (as defined in the Sale Agreement) not the subject of suspense (excluding those subject to the Temporary Restraining Order and Preliminary Injunction entered by the Court on August 21, 2000 in Adversary Proceeding No. 00-2100) or subject to bona fide dispute as soon as practicable after Closing (as defined in the Purchase Agreement) from the purchase price tendered by Buyer. If the amount of any Third Party Revenues is in dispute or not subject to determination at the Closing, such amount of Third Party Revenues shall not be paid at Closing but

shall be paid as soon as reasonably possible after resolution of the dispute or final determination. No Third Party Revenues that are subject to setoff by the Debtors shall be paid at Closing.

51. At closing of the sale and in accordance with the Sale Agreement, all of the Debtors' right, title and interest in and to the Properties shall immediately vest in Buyer free and clear of all liens, claims, interests and encumbrances of any type whatsoever (except the permitted liens described in the Sale Agreement) pursuant to section 363 of the Bankruptcy Code.

52. Except as expressly permitted or otherwise specifically provided for in the Sale Agreement or this Order, pursuant to 11 U.S.C. §§ 105(a) and 363(f), the Properties shall be transferred to Buyer, and as of the Closing Date, shall be free and clear of all Interests of any kind or nature whatsoever, with all such Interests of any kind or nature whatsoever to attach to the net proceeds of the sale in the order of their priority, with the same validity, force and effect which they now have as against the Properties, subject to any claims and defenses the Debtors may possess with respect thereto.

53. The transfer of the Properties to Buyer pursuant to the Sale Agreement constitutes a legal, valid and effective transfer of the Properties and shall vest Buyer with all right, title and interest of the Debtors in and to the Properties free and clear of all interests of any kind or nature whatsoever, other than any liabilities assumed under the Sale Agreement.

54. Except as otherwise provided herein, any and all liens, claims, interests or encumbrances of any type or nature whatsoever attaching to the Debtors' interests in the Properties and that are being sold pursuant to the Sale Agreement shall attach to the proceeds of the sale in the order of their priority to the same extent and with the same validity, force and effect as if the Properties had not been sold.

55. The clerk of the court of the respective parishes and counties in which any liens, encumbrances and/or disputed working interests shall have been filed on Debtors' interests in the

Properties are hereby ordered to cancel and remove from the public records of such parishes and counties all such liens, encumbrances and disputed working interests from the Properties except for the liens and encumbrances of Wells, CIBC, and Bank One.

56. Upon Debtors' or Buyer's request, any and all holders of any liens, encumbrances and/or disputed working interests filed of public record on the Properties are hereby ordered to execute a release of such liens, encumbrances and/or disputed working interests as they affect the Properties.

57. Pursuant to 11 U.S.C. § 1146(c), the recordation of any deed, assignment or other instrument of transfer in connection with the transactions described in the Sale Agreement and approved by this Order shall not be taxed under any law imposing a stamp tax or other similar tax.

58. Pursuant to 11 U.S.C. §§ 105(a) and 365, and subject to and conditioned and effective upon the Closing of the sale of the Properties, the Debtors' assumption and assignment to Buyer and Buyer's assumption, of the Assigned Contracts is hereby approved, and the requirements of 11 U.S.C. §§ 365(b)(1) and 365(f)(2) with respect thereto are hereby deemed satisfied.

59. The Assigned Contracts (including joint operating agreements for operating and non-operating properties) referenced in the Sale Agreement constitute executory contracts and/or unexpired leases, subject to assumption and assignment, under 11 U.S.C. § 365.

60. The Assigned Contracts shall be transferred to, and remain in full force and effect for the benefit of, Buyer in accordance with their respective terms notwithstanding any provision in any such Assigned Contracts (including those of the type described in Code §§ 365(b)(2) and (f) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to 11 U.S.C. § 365(k), the Debtors and their estates shall be relieved from any liability for any breach of any Assigned Contracts after such assignment to and assumption by Buyer on the Closing Date.

61. Any provision permitting a party to any of the Assigned Contracts to replace the operator as a result of the Debtors' bankruptcy filing or sale of their interests is null and void and unenforceable pursuant to 11 U.S.C. § 365(f)(1). This Order does not affect or modify the enforceability of any provision contained in an Assigned Contract that relates to the removal of an operator and the election of a successor to an operator subsequent to Closing.

62. The Assigned Contracts will be transferred to, and remain in full force and effect for the benefit of, Buyer in accordance with their respective terms notwithstanding any provision in any such Assigned Contract (including those described in sections 365(b)(2) and section 365(f) of the Bankruptcy Code) that prohibits, restricts or conditions such assignment or transfer, provided, however, that such prohibition, restriction or condition of assignment or transfer shall be negated only with respect to transfers and assignments by the Debtors to Buyer effected pursuant to the Sale Agreement and this Order, and that such prohibitions, restrictions and conditions of assignment or transfer shall otherwise remain in full force and effect and a part of the Assigned Contracts so assigned or transferred.

63. Except as otherwise provided herein, all of the Debtors' rights and obligations under the Assigned Contracts are fully assumed as of the Effective Date by Buyer, including without limitation, all of Debtors' monetary and nonmonetary rights and obligations under the Assigned Contracts, and the Debtors shall not be liable or responsible in any way for such Assigned Contracts or any obligations thereunder except as provided in the Sale Agreement.

64. The failure of the Debtors or Buyer to enforce at any time one or more terms or conditions of the Assigned Contracts shall not be a waiver of such terms or conditions or of the Debtors' and Buyer's rights to enforce every term and condition of the Assigned Contracts.

65. Pursuant to section 365 of the Bankruptcy Code, effective as of the Effective Date of the Sale Agreement, the rejection of the Rejected Contracts identified in the Sale Agreement are hereby approved.

66. Any person or entity that holds a claim arising from the rejection of any of the Rejected Contracts must file a proof of claim the later of 30 days from the date hereof or 30 days from the date the rejection becomes effective or they shall be forever barred from asserting a claim against the Debtors.

67. The Court retains exclusive jurisdiction to interpret and enforce the provisions of the Sale Agreement, resolve any disputes arising under or related to the Sale Agreement, and any related agreement to which any of the Debtors are parties and this Order in all respects.

68. The consideration provided by Buyer for the Properties under the Sale Agreement shall be deemed to constitute reasonably equivalent value and fair consideration under the Code and under the laws of the United States, any state, territory, possession or the District of Columbia. The consideration provided by Buyer for the Properties under the Sale Agreement is fair and reasonable and the sale may not be avoided under Code § 363(n).

69. On the Closing Date of the sale, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release its Interests in the Properties, if any, as such Interests may have been recorded or may otherwise exist.

70. Each and every federal, state and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Sale Agreement and in reasonable compliance with the applicable laws and regulations of such agency or department.

71. If any person or entity other than Wells, CIBC or Bank One that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing

Interests in the Debtors or the Properties shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments or satisfaction, releases of all interests which the person or entity has with respect to the Debtors or the Properties or otherwise, then (a) the Debtors are hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Properties and (b) Buyer is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Interests in the Properties of any kind or nature whatsoever.

72. All entities who are presently, or on the Closing Date (as defined in the Sale Agreement) may be, in possession of some or all of the Properties are hereby directed to surrender possession of the Properties in accordance with the Sale Agreement.

73. Under no circumstances shall Buyer be deemed a successor of or to the Debtor for any Interest against or in the Debtors or the Properties of any kind or nature whatsoever. Except as expressly permitted or otherwise specifically provided for in the Sale Agreement or this Order, the sale, transfer, assignment and delivery of the Properties shall not be subject to any Interests, and Interests of any kind or nature whatsoever shall remain with, and continue to be obligations of, the Debtors. All persons holding Interests against or in the Debtors or the Properties of any kind or nature whatsoever shall be, and hereby are, forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing such Interests of any kind or nature whatsoever against Buyer, its property, its successors and assigns, or the Properties with respect to any Interest of any kind or nature whatsoever such person or entity had, has, or may have against or in the Debtors, their estates, officers, directors, shareholders or the Properties. Following the Closing Date, no holder of an Interest in the Debtors shall interfere with Buyer's title to or use and enjoyment of the Properties

based on or related to such Interest, or any actions that the Debtors may take in their chapter 11 cases.

74. Subject to and except as otherwise provided in the Procedures Order, any amounts that become payable by the Debtors pursuant to the Sale Agreement shall be paid by the Debtors in the time and manner as provided in the Sale Agreement, without further order of this Court.

75. Nothing contained in any plan of reorganization confirmed in these cases or any order entered in these cases confirming such plan shall conflict with or derogate from the provisions of the Sale Agreement or the terms of this Sale Order.

76. The transactions contemplated by the Sale Agreement are undertaken by Buyer in good faith, as that term is used in 11 U.S.C. § 363(m), and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the sale shall not affect the validity of the sale to Buyer, unless such authorization is duly stayed pending such appeal prior to the Closing. Buyer is a purchaser in good faith of the Properties, and Buyer and its lenders are entitled to all of the protections afforded by 11 U.S.C. § 363(m).

77. The failure specifically to include any particular provisions of the Sale Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Sale Agreement to be authorized and approved in its entirety.

78. The Sale Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, in an writing signed by both parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates.

79. Except as provided in the Sale Agreement, after the Closing the Debtors and their estates shall have no further liabilities or obligations with respect to the liabilities assumed in the

Sale Agreement and the Assigned Contracts, and all holders of such claims are forever barred and estopped from asserting such claims against the Debtors, their successors or assigns, their property or the Properties.

80. Within five (5) business days after entry of an Order approving the Sale Motion, Debtors shall serve such Order upon all parties to Assigned Contracts and/or unexpired leases (the "Contract Parties"), along with a schedule of estimated cure costs (listed individually by contract and/or lease) which shall state if such estimated cure costs are disputed, unliquidated, or contingent.

81. The Contract Parties shall have thirty (30) days from the date of service (the "Objection Deadline") to object to the estimated cure costs provided by Debtors, or to object to estimated cure costs which are listed as disputed, unliquidated, or contingent. Objections must be filed with the Court and served on the same parties as objections to the Sale Motion.

82. All Contract Parties who fail to timely object to the estimated cure costs provided by Debtors shall be bound by such estimates.

83. All estimated cure costs which are disputed, unliquidated, or contingent shall be disallowed, unless the affected Contract Parties timely object.

84. Debtors shall pay undisputed cure costs to the applicable Contract Parties on the latter of (i) ten (10) business days after the Objection Deadline, or (ii) ten (10) business days after the closing of the sale of substantially all of Debtors' assets. All cure costs which are in dispute, by virtue of a timely filed objection, will be set for hearing by the Court, providing adequate time for discovery. Such disputed cure costs will be paid upon Court order, or by agreement of the parties.

85. Claims and liens for delinquent property taxes, penalties and interest attach to the proceeds of the sale and the ad valorem tax liens for the 2000 tax year are hereby expressly retained against the Properties until the payment by the Buyer of the year 2000 ad valorem taxes, and any

penalties or interest which could ultimately accrue to those year 2000 taxes, in the ordinary course of business.

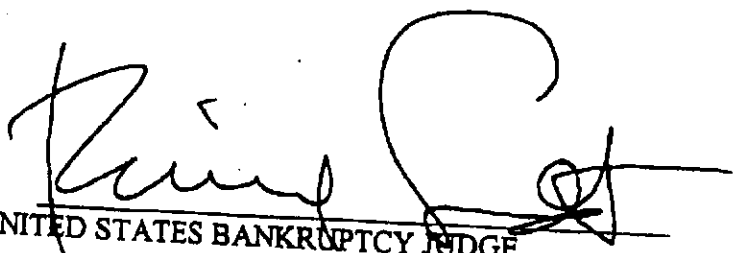
86. As provided by Fed. R. Bankr. P. 6004(g) and Fed. R. Bankr. P. 6006(d), this Sale Order shall not be stayed for 10 days after the entry of the Sale Order and shall be effective and enforceable immediately upon entry.

87. The provisions of this Sale Order are nonseverable and mutually dependent.

88. Upon closing, Buyer, together with its successors, assigns and heirs, release and discharge the Debtors in these proceedings, their agents, representatives, employees, attorneys and advisors from and against any and all claims, rights, demands, and causes of action of any kind or nature whatsoever arising directly or indirectly, or as a result of, or in connection with, the performance of any obligation arising under or related to the Sale Agreement or the alleged or claimed efforts of the Debtors to market and/or sell any of the properties, leases, contracts or assets which are the subject of the Sale Agreement.

89. Debtors agree that the Wells Pre-Petition Indebtedness and the Bank One Indebtedness shall be subordinated to the payment of all allowed cure cost amounts from the sales proceeds including (without limitation) the amounts due to Union Pacific Resources Group, Inc. and Anadarko Petroleum Corp.

Dated: September 15, 2000


UNITED STATES BANKRUPTCY JUDGE

Kingfisher Co, OK Ayers 1-23

1/8/05

Ayers 1-23 WI 100% NEI 86.4490
 NW 1/4 SEC 23 - 18N - 5W
 Kingfisher Co, OK.

1. PROBABLE LOCATION NW 1/4 of SECTION
2. RESERVES

<u>OSWEGO</u>		<u>OIL</u>	<u>GAS</u>
1 - SW 1/4 SEC 14		9.2 MBO (25)	59 MMF -
" 1 - NW 1/4 SEC 23		3 MBO	32 MMF
1 - NE 1/4 SEC 22		46 MBO (55)	313 MMF -
" 1 - NW 1/4 SEC 22		21 MBO (13)	20 MMF (5)
		Avg 26.5 MBO	118.5 MMF
		32	54

<u>MSSO</u>			
Ayers NW 1/4 SEC 23		27 MBO (10)	825 MMF (100)
SW 1/4 "		32 MBO (156)	206 MMF -
NW 1/4 14		115 MBO (247)	185 MMF -
		Avg 56 MBO 145	239 MMF
		84.5 MBO	357 MMF
		(676 MMF EQU)	

TOTAL PROB RES OSWEGO & MSSO

1P 50 BOPD, 250 MCFD

3. DEPTH 6750'
4. COST INTANGIBLE \$473K
TANGIBLE 135K
5. PROBABLE RESERVES BP IN Ayers 1-23
6. OSWEGO

7. RESERVES 26 MBO, 118 MMF
 of OFFSETS DESCRIBED ABOVE. BASED ON AVG

PowerTools Map

Project: K:\reservoir\Tools v6.0\UG-PROB-POSS\Kingfisher County.MDB

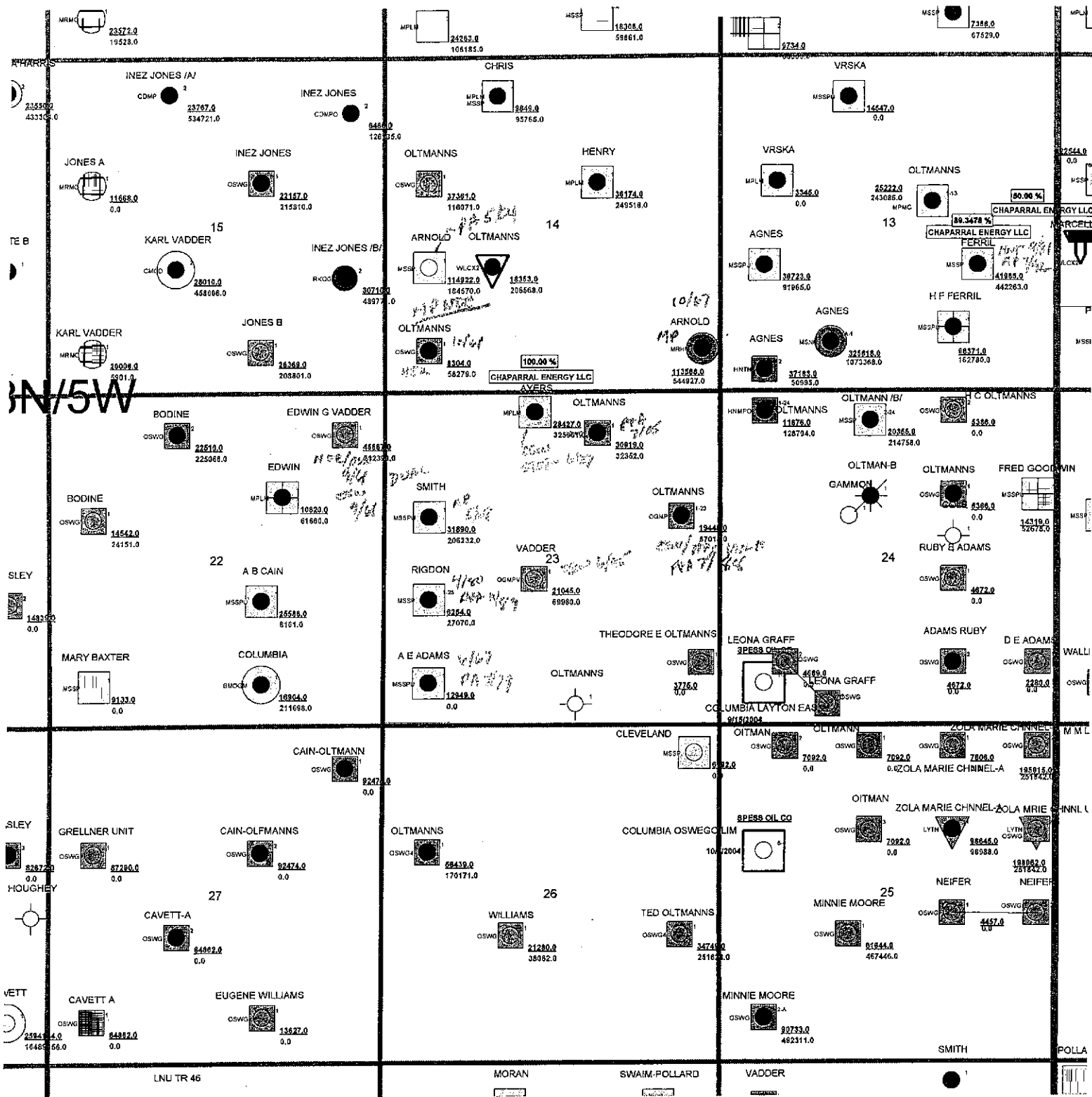
Date: 11/8/2005
Time: 3:49 PM

Lease Name: AYERS 0
County, ST: KINGFISHER, OK
Location: 23 18N 5W NE NE NW

Operator: CHAPARRAL ENERGY LIMITED LIABILITY CORP
Field Name: SOONER TREND

15		14		13		EUR's		
JONES INEZ OSWEGO 05/1961● 221,637 mcf 48,541 bbl	OLTMANN'S OSWEGO 11/1961● 588,691 mcf 81,518 bbl	HENRY MISSISSIPPI LIME 08/1967● 271,325 mcf 57,346 bbl	VRKA MISSISSIPPI LIME 10/1980○ 0 mcf 3,345 bbl	OLTMANN'S MISSISSIPPI 08/1977● 254,302 mcf 25,422 bbl	EC			
VADDER KARL COMMINGLED 08/1980● 485,127 mcf 28,379 bbl	JONES INEZ RED FORT 07/1981● 822,686 mcf 31,695 bbl	ARNOLD MISSISSIPPI COX 2 07/1987● 147,943 mcf 22,730 bbl	AGNES MISSISSIPPIAN UPPER 02/1980○ 91,965 mcf 59,920 bbl	FERRILL MISSISSIPPIAN 10/1981● 733,078 mcf 43,258 bbl				
JONES INEZ B OSWEGO 07/1961● 282,180 mcf 58,066 bbl	OLTMANN'S OSWEGO 08/1969○ 245,880 mcf 28,997 bbl	OLTMANN'S OSWEGO 05/1983○ 544,927 mcf 11,358 bbl	CORNELIA MISENER & SONS 05/1983○ 544,927 mcf 11,358 bbl	FERRILL MISSISSIPPIAN UPPER 05/1989○ 162,780 mcf 132,124 bbl				
BODINE OSWEGO VADDER EDWIN G OSWEGO 10/1981● 323,686 mcf 23,727 bbl	EDWIN MISSISSIPPI LIME 06/1981○ 61,660 mcf 10,820 bbl	AYERS MISSISSIPPI 07/1982● 383,327 mcf 20,631 bbl	OLTMANN'S HUNTON MISSISSIPPI & OSWEGO 09/1984● 231,318 mcf 12,292 bbl	OLTMANN'S MISSISSIPPIAN 10/1978○ 214,758 mcf 20,355 bbl				
CAIN A B MISSISSIPPIAN UPPER 09/1970○ 8,161 mcf 42,392 bbl	CAIN A B MISSISSIPPIAN UPPER 03/1980○ 27,070 mcf 6,254 bbl	SMITH MISSISSIPPIAN UPPER 05/1967● 231,569 mcf 55,632 bbl	OLTMANN'S OSWEGO & MISSISSIPPI 05/1982○ 87,018 mcf 19,448 bbl	OLTMANN'S HUNTON MISSISSIPPIAN 09/1957○ 0 mcf 14,899 bbl				
COLUMBIA BIG LIME OSWEGO 01/1991● 285,523 mcf 19,113 bbl	COLUMBIA BIG LIME OSWEGO 06/1967○ 0 mcf 28,896 bbl	VADDER OSWEGO MISSISSIPPI & VIOLA 09/1980● 285,523 mcf 20,850 bbl	OLTMANN'S TEGOSWEGO 10/1957○ 0 mcf 49,725 bbl	ADAMS RUBY OSWEGO 05/1957○ 0 mcf 100,190 bbl				
CAIN-OLTMANN'S OSWEGO 11/1968○ 0 mcf 129,121 bbl	CAIN-OLTMANN'S OSWEGO 06/1967○ 0 mcf 28,896 bbl	OLTMANN'S TEGOSWEGO 10/1957○ 0 mcf 49,725 bbl	OLTMANN'S TEGOSWEGO 10/1957○ 0 mcf 49,725 bbl	ADAMS E D OSWEGO 04/1968○ 0 mcf 25,171 bbl				
	OLTMANN'S OSWEGO 4 11/1966● 183,545 mcf 74,777 bbl	WILLIAMS OSWEGO 07/1965○ 38,062 mcf 47,940 bbl	OLTMANN'S TED OSWEGO 4 02/1966● 252,905 mcf 78,387 bbl	COLUMBIA TEGOSWEGO LAYTON 06/1956○ 0 mcf 283,049 bbl				
				NEIFER OSWEGO 04/1957○ 0 mcf 185,690 bbl				

OSWEGO - MISSISSIPPI



Misener



Mississippi



Meramec

V = VULP



Commingled



Oswego



Layton



Big Lime



Hunton

Ayers 1-23

23-18N-5W

Kingfisher Co., OK

MLF 427-01
10

CHAPARRAL ENERGY, INC.
APPLICATION WITH OKLAHOMA CORPORATION COMMISSION

April 19, 2001

CEI _____ NORAM _____ TRIUMPH _____ BRISTOL x

FOR: Pooling _____ Inc. Density x Allowable _____ Location Exception _____
Drilling & Spacing Units _____

APPLICANT: Wynn-Crosby Energy, Inc.

FORMATIONS: Middle Atoka and Spiro

LOCATION: Section 25-9N-23E, Haskell County, Oklahoma HEARING DATE: 5/1/01

PROSPECT: _____ CD#: 200101845

(COLLC RI .00004617)
W.I. IN PROPOSED AREA: Kinsey 1-25 (CBALP RI .00151633) Kinsey 3-25 (COLLC RI .0015625)

OFFSETTING WELLS INVOLVED: Hogsbreath #1 (COLLC WI .0582813; NWI .050996)
COLLC WI .00172221; NWI .00150693) (COLLC WI .00203092; NWI .00173846)
Hayes 1 (CBALP WI .05655909; NWI .04948917) Hayes 2 (CBALP WI .06669718; NWI .05709274)
(COLLC WI .00172217; NWI .00150693)
Hayes 3 (CBALP WI .05655783; NWI .04948917) Jones 2-36 (COLLC RI .0808047)

Avery #1, #2, #3, #4 (CBALP RI .02860799; COLLIC RI .00087111)

MLF
LAND COMMENTS: Sent letter to Wynn-Crosby questioning our election
of their well proposal of March 22. Copies of that proposal
are attached. Confirmed that our mineral are H&B?

GEOLOGY COMMENTS: _____

KELLY MCELHANEY: PER LAND, WE ONLY OWN LEASED MINERAL IN THIS SECTION

ENGINEERING COMMENTS: Mineral Interest Leased

DECISION:

MLF
4-23-01 Landman: No objection. Defers to Eng

4-24-01 Geology: as above no WI in unit (see below)

4/25/01 RKM Kelly McElhaney: NO OBJECTION

4/25/01 GCM Engineering: No objection

MLF 4/27 Mark A. Fischer: OK, Get exhibits

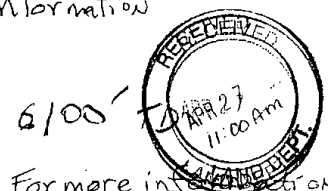
See Hogsbreath #1 for more information

RETURN TO: Valarie Taber via Scott W.

cc: Ron Frangione
Kelly McElhaney
Dave Carman

Mineral Interest
NO WI in 25

Loc: 2065' FSL & 2465' FWL



For more information see Hogsbreath #1

>

CHAPARRAL ENERGY, INC.
APPLICATION WITH OKLAHOMA CORPORATION COMMISSION

May 2, 2001

CEI _____ NORAM _____ TRIUMPH _____ BRISTOL x _____

FOR: Pooling _____ Inc. Density x Allowable _____ Location Exception _____
Drilling & Spacing Units _____

APPLICANT: Wynn-Crosby Energy, Inc. Avery #5

FORMATIONS: Middle Atoka and Spiro

LOCATION: Section 26 1/4-9N-23E, Haskell County, Oklahoma HEARING DATE: 5/15/01

PROSPECT: _____ CD#: 200102131

W.I. IN PROPOSED AREA: _____

OFFSETTING WELLS INVOLVED: Hogsbreath #1 (COLLC WI .0582813; NWI .050996)
COLLC WI .00172221; NWI .00150693) (COLLC WI .00203092; NWI .00173846)
Hayes 1 (CBALP WI .05655909; NWI .04948917) Hayes 2 (CBALP WI .06669718; NWI .05709274)
(COLLC WI .00172217; NWI .00150693)
Hayes 3 (CBALP WI .05655783; NWI .04948917) Jones 2-36 (COLLC RI .0808047)

Avery #1, #2, #3, #4 (CBALP RI .02860799; COLLG RI .00087111)
(COLLC RI .00004617)

Kinsey 1-25 (CBALP RI .00151633) Kinsey 3-25 (COLLC RI .0015625)

LAND COMMENTS: CEI owns mineral that are #BP in this
Section. New well location 1640' FNL & 2135 FNL.

amb
GEOLOGY COMMENTS: DO NOT PROTEST
It is my understanding that CEI, etc has a RI in
this well. By allowing another well to be drilled
in Section CEI, etc. will accelerate gas sales at
KELLY MCELHANEY: decent prices.

ORRI INTEREST IN SECTION 26, NO OBJECTION

ENGINEERING COMMENTS: _____

DECISION:

5-8-01 ^{MLC} Landman: Return to Eng/Geo.

Geology: _____

5/11/01 RRM Kelly McElhaney: NO OBJECTION RECEIVED - 5/11/01
FMD to MAF - 5/11/01

Engineering: (DID NOT SEND TO GM - NOT ENOUGH TIME TO ROUTE) RRM

5/14 jmf Mark A. Fischer: OK

RETURN TO: Valarie Taber

cc: Ron Frangione
Kelly McElhaney
Dave Carman

For more information, see
Hogsbreath #1