

Gage Co., NE

BOOK 69 PAGE 710 1289

RETURN TO:
DEVON ENERGY CORPORATION
1500 MID-AMERICA TOWER
OKLAHOMA CITY, OKLAHOMA 73102

ASSIGNMENT AND CONVEYANCE

THIS ASSIGNMENT AND CONVEYANCE is from TEXAS AMERICAN OIL CORPORATION, a Delaware corporation, whose address is Suite 440, 700 N. Pearl, Dallas, Texas 75201 ("Assignor") to DEVON ENERGY CORPORATION, a Nevada corporation, whose address is 1500 Mid-America Tower, Oklahoma City, Oklahoma 73102 ("Assignee") and is effective 7:00 a.m., local time, May 1, 1988 (the "Effective Time").

Section 1. Assignment and Conveyance. Assignor, for the sum of Ten Dollars and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby grant, bargain, sell, convey, set over, assign and transfer unto Assignee the Subject Interests.

The Subject Interests are hereby defined to comprise:

(A) All right, title and interest owned by Assignor at the Effective Time in, to and under, or derived from, the oil and gas leases and oil, gas and mineral leases described in Exhibit A, attached hereto and made a part hereof; subject, however, to those certain liens, mortgages, deeds of trust, security agreements, and other encumbrances described in Exhibit A-1 attached hereto and the burdens, liens, obligations, encumbrances and other matters, if any, set forth or referred to in connection with the specific descriptions of said properties and interests in Exhibit A, including the presently existing and valid royalties, overriding royalties, payments out of production, oil and gas sales, purchase and processing contracts and agreements, operating agreements, orders of governmental agencies, restrictions, exceptions, reservations, conditions, limitations, interests, contracts, agreements and all other instruments and matters referred to or described in Exhibit A;

(B) All right, title and interest owned by Assignor at the Effective Time in, to and under, or derived from, all of the presently existing and valid unitization and pooling agreements and the units created thereby (including all units formed under orders, regulations, rules or other official acts of any federal, state or other governmental agency having jurisdiction), which are described or referred to in Exhibit A or which relate to any of the properties and interests specifically described in Exhibit A;

(C) All right, title and interest owned by Assignor at the Effective Time in, to and under, or derived from, all of the presently existing and valid oil and gas sales, purchase and processing contracts and agreements, and all other contracts, agreements and instruments which are described or referred to in

Exhibit A or which relate to any of the properties and interests specifically described in Exhibit A.

(D) All of Assignor's right, title and interest (whether now owned or hereafter acquired by operation of law or otherwise) in and to the lands and interests described or referred to in Exhibit A, even though Assignor's interests in said lands be incorrectly described or referred to in Exhibit A, or a description of such interest be omitted from Exhibit A; and all of Assignor's right, title and interest (whether now owned or hereafter acquired by operation of law or otherwise) in, to and under, or derived from, all oil and gas leases, oil, gas and mineral leases, and leasehold, fee, mineral, royalty and overriding royalty interests, all partnership interests, interests in salt water disposal facilities and gas processing plants, and all other interests of whatever character, insofar as the same cover or relate to the lands or interests described in Exhibit A, even though said oil and gas leases and oil, gas and mineral leases, and the said leasehold, fee, mineral, royalty and overriding royalty interests, partnership interests, interests in salt water disposal facilities and gas processing plants and other such interests be incorrectly described or referred to in, or a description thereof be omitted from, Exhibit A.

The term "Subject Interests" also shall include (i) the above described properties, interests and rights as the same shall be enlarged by the discharge of any payments out of production or by the removal of any charges or encumbrances to which any of said properties, interests or rights are subject, or otherwise, (ii) any and all renewals and extensions of any of said properties, interests or rights (iii) all contracts and agreements supplemental to or amendatory of or in substitution for the contracts and agreements described above in Subsections (B) and (C) of this section insofar as the same relate to any Subject Interest, and (iv) all rights, titles and interests hereafter accruing or attributable to any Subject Interest by virtue of its being included in any unit.

AND THIS CONVEYANCE FURTHER WITNESSETH THAT, for the same consideration as aforesaid, Assignor by these presents does hereby grant, bargain, sell, convey, set over, assign and transfer unto Assignor all right, title and interest owned by Assignor at the Effective Time in and to all personal property, improvements, easements, permits, licenses, servitudes and rights of way situated upon or used or useful or held for future use in connection with the exploration, development, operation, use or occupancy of the Subject Interests or the production, processing, treating, storing or transportation of oil, gas or other hydrocarbons, or other liquid, solid or gaseous minerals, including,

but not by way of limitation, wells, tanks, buildings, fixtures, machinery and other equipment, pipelines, compressors, gasoline and gas processing plants, power lines, roads and other appurtenances situated upon or used or useful or held for future use in connection with the exploration, development, operation, use and occupancy of the Subject Interests or the production, processing, handling, treating, storing or transportation of hydrocarbons therefrom.

TO HAVE AND TO HOLD the properties, rights, titles, interests, estates, powers, privileges and appurtenances by this Assignment and Conveyance granted, bargained, sold, conveyed, set over, assigned and transferred as aforesaid unto Assignee, its successors and assigns, forever.

Section 2. No Warranty. This Assignment and Conveyance is made without any warranty, expressed or implied; however, Assignor hereby grants, bargains, sells, conveys, sets over, assigns and transfers unto Assignee, and subrogates unto Assignee, all prior rights and actions in warranty pertaining to or arising under the Subject Interests which are owned by or are beneficial to Assignor, at the Effective Time.

Section 3. Further Assurances. Assignor agrees to execute, acknowledge and deliver all and every such further acts, conveyances and other instruments as may be necessary more fully to assure to Assignee, its successors or assigns, all of the respective properties, rights, titles, interests, estates, remedies, powers and privileges by this Assignment and Conveyance granted, bargained, sold, conveyed, set over, assigned and transferred to or otherwise vested in Assignee, or intended so to be.

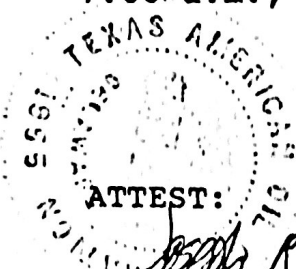
Section 4. Separate Assignments. It is understood and agreed that with respect to oil and gas leases and oil, gas and mineral leases, which or interests in which are included in the Subject Interests, from the United States of America, or from one or more States, or any agency thereof, or from Indian tribes, bands or groups or on lands allotted to Indians in severalty, separate assignments to Assignee on approved forms may be executed by Assignor in a sufficient number of counterparts to fulfill applicable statutory and regulatory requirements, and that said assignments, although unqualified in form or not specifically containing all of the terms and provisions hereof, shall be deemed to contain all of the terms and provisions hereof as fully to all intents and purposes as though the same were set forth at length in each such separate assignment.

Section 5. Counterparts. This instrument is being executed in several original counterparts, all of which are

identical except that, to facilitate filing and recording, counterparts to be filed and recorded in the appropriate records of each county may have included in Exhibit A only those portions of Exhibit A which pertain to said county. Every counterpart of this instrument shall be deemed to be an original for all purposes, and all such counterparts together shall constitute one and the same instrument. Counterparts of this instrument, with all portions of Exhibit A attached thereto, will be kept at the offices of Assignee at its address shown above and will be made available upon good cause shown to any person having an interest in the premises. Each counterpart of this instrument containing less than all of the specific descriptions of the Subject Interests in Exhibit A includes the omitted descriptions by reference to counterparts of this instrument containing all of Exhibit A.

Section 6. Miscellaneous. To the extent that any contract or agreement pertaining to any Subject Interest so requires as a condition to the effectiveness of an assignment of such Subject Interest, Assignee does hereby, by the acceptance of this Assignment and Conveyance, agree to perform, to the extent of the undivided interest in the applicable Subject Interest assigned hereunder, from and after the Effective Time, the Assignor's obligations under any such contract or agreement. Assignor hereby authorizes any purchaser of production from or attributable to the Subject Interests to purchase such production and pay Assignee for the interests assigned herein in accordance with the provisions of any division orders or transfer orders previously executed by Assignor its predecessors in interest, without the necessity of the execution of a transfer order by Assignor and Assignee. Assignee, by accepting this instrument, specifically agrees with such purchaser that it will be bound by the terms and conditions of the division orders or transfer orders heretofore executed by Assignor its predecessors in interest affecting the interests.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Conveyance to be executed on this 10th day of May, 1988, and the same shall be effective for all purposes as of 7:00 a.m., local time, May 1, 1988.



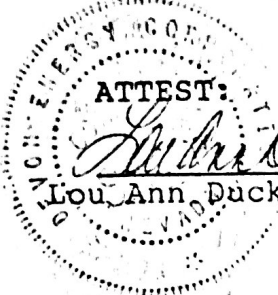
Joseph R. Martin Ass't.
Joseph R. Martin, Secretary

TEXAS AMERICAN OIL CORPORATION

By John H. Litzler
John H. Litzler, President

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DEVON ENERGY CORPORATION



Lou Ann Duckworth

Lou Ann Duckworth, Asst Secretary

By *J. Larry Nichols*
J. Larry Nichols, President

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BE IT REMEMBERED THAT I, Melanie Hansen, a Notary Public duly qualified, commissioned, sworn and acting in and for the State of Texas hereby certify that on May 10, 1988, there personally appeared before me John H. Litzler, President of TEXAS AMERICAN OIL CORPORATION, whose address is 700 North Pearl, Suite 400, Lock Box 344, Dallas, Texas 75201, such corporation being a party to the foregoing instrument, and that:

ARKANSAS On this day, before me, a notary public of said state, personally appeared such person, who acknowledged himself to be the above designated officer of the corporation specified opposite his name, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as the above designated officer.

COLORADO The foregoing instrument was acknowledged before
ILLINOIS me this date by such person, the designated
MICHIGAN officer of the corporation specified opposite his
NEBRASKA name, on behalf of such corporation.
NEW MEXICO
WYOMING

INDIANA Before me, on this date personally appeared such person, the designated officer of the corporation specified opposite his name, and acknowledged the execution of the foregoing instrument.

NORTH DAKOTA On this day before me personally appeared such person, known to me to be the above designated officer of the corporation specified opposite his name, described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

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OKLAHOMA

Before me personally appeared such person, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the designated officer of the 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 for the uses and purposes therein set forth.

LOUISIANA

On this date, before me appeared such person to me personally known, who, being by me duly sworn did say that he is the designated officer of the corporation specified opposite his name, and that the instrument was signed on behalf of the corporation by authority of its Board of Directors, and that he acknowledged the instrument to be the free act and deed of the corporation.

UTAH

Personally appeared before me the undersigned Notary Public, on this date, such person, who, being by me duly sworn, did say that he is the designated officer of the corporation specified opposite his name, that said instrument was signed on behalf of said corporation by authority of a resolution of its board of directors, and did acknowledge to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Dallas, Dallas, County, Texas, on the day and year first above written.

My commission expires:

October 23, 1989

(SEAL)

Melanie Hansen

Notary Public, State of Texas
Melanie Hansen

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BE IT REMEMBERED THAT I, Melanie Hansen, a Notary Public duly qualified, commissioned, sworn and acting in and for the State of Texas hereby certify that on May 10, 1988, there personally appeared before me J. Larry Nichols, President of DEVON ENERGY CORPORATION, a Nevada corporation, whose address is 1500 Mid-America Tower, 20 North Broadway, Oklahoma City, Oklahoma 73102, such corporation being a party to the foregoing instrument, and that:

ARKANSAS On this day, before me, a notary public of said state, personally appeared such person, who acknowledged himself to be the above designated officer of the corporation specified opposite his name, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as the above designated officer.

COLORADO The foregoing instrument was acknowledged before
ILLINOIS me this date by such person, the designated
MICHIGAN officer of the corporation specified opposite his
NEBRASKA name, on behalf of such corporation.
NEW MEXICO
WYOMING

INDIANA Before me, on this date personally appeared such person, the designated officer of the corporation specified opposite his name, and acknowledged the execution of the foregoing instrument.

NORTH DAKOTA On this day before me personally appeared such person, known to me to be the above designated officer of the corporation specified opposite his name, described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

BOOK 69 PAGE 717

OKLAHOMA

Before me personally appeared such person, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as the designated officer of the 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 for the uses and purposed therein set forth.

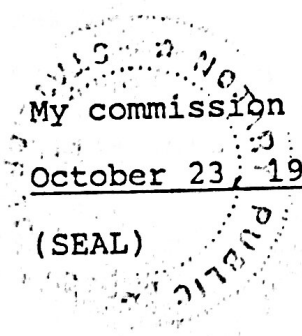
LOUISIANA

On this date, before me appeared such person to me personally known, who, being by me duly sworn did say that he is the designated officer of the corporation specified opposite his name, and that the instrument was signed on behalf of the corporation by authority of its Board of Directors, and that he acknowledged the instrument to be the free act and deed of the corporation.

UTAH

Personally appeared before me the undersigned Notary Public, on this date, such person, who, being by me duly sworn, did say that he is the designated officer of the corporation specified opposite his name, that said instrument was signed on behalf of said corporation by authority of a resolution of its board of directors, and did acknowledge to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the City of Dallas, Dallas County, Texas, on the day and year first above written.



Melanie Hansen
Notary Public, State of Texas
Melanie Hansen

BOOK 69 PAGE 722
Gage
 (County)

Nebraska
 (State)

<u>TAO NO.</u>	<u>TAO LAND NO.</u>	
3094		- Oil, Gas & Mineral Lease dated 10/5/82 from Glen F. Hasenohr et ux to TAO & Magness Petroleum Corp., recorded at Book 62, Page 752, covering SE/4 of Section 8, T-5-N, R-6-E.
3095		- Oil, Gas & Mineral Lease dated 10/12/82 from Delmer J. Helmke, et ux to TAO & Magness Petroleum, Corp., recorded at Book 62, Page 754, covering E/2 of Section 5, T-5-N, R-6-E.
3175		- Oil, Gas & Mineral Lease dated 10/12/82 from Henry A. Roehrer et ux to TAO & Magness Petroleum Corp., recorded at Book 62, Page 777, covering SE/4 of Section 2, and E/2 SE/2 of Section 3, T-5-N, R-5-E.
3176		- Oil, Gas & Mineral Lease dated 10/4/82 from Dorthy Ann Niemeyer, Trustee to TAO & Magness Petroleum Corp., recorded at Book 62, Page 779, covering SW/4 of Section 1 and N/2 NW/4 of Section 12, T-5-N, R-5-E.
3179		- Oil, Gas & Mineral Lease dated 10/20/82 from Tom Bauman et ux to TAO & Magness Petroleum Corp. of SW/4, recorded at Book 62, Page 811, covering S/2, NE/4 SW/4 of Section 9, T-5-N, R-6-E.
3181		- Oil, Gas & Mineral Lease dated 10/22/82 from Donald E. Esau et ux to TAO & Magness Petroleum Corp., recorded at Book 62, Page 815, covering N/2 SW/4 of Section 29, T-3-N, R-5-E.
3182		- Oil, Gas & Mineral Lease dated 10/25/82 from Dora Hasenohr, a widow to TAO & Magness Petroleum Corp., recorded at Book 62, Page 817, covering SW/4 of Section 8, T-5-N, R-6-E.
3183		- Oil, Gas & Mineral Lease dated 10/20/82 from Sylvia Henke, a widow to TAO & Magness Petroleum, Corp., recorded at Book 62, Page 819, covering S/2 SE/4 of Section 12, T-5-N, R-5-E.
3188		- Oil, Gas & Mineral Lease dated 9/28/82 from Daryl R. Uhlman, et ux to TAO & Magness Petroleum Corp., recorded at Book 62, Page 852, covering S/2 N/2 of Section 31 and E/2 E/2 of Section 36, T-6-N, R-5-E.
3190		- Oil, Gas & Mineral Lease dated 11/3/82 from Lorenz Pohlmann et ux to TAO & Magness Petroleum Corp., recorded at Book 62, Page 856, covering W/2 NW/4 of Section 11, T-5-N, R-5-E.

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<u>Jurisdiction</u>	<u>Recording Data</u>	<u>Recording Date</u>
Atascosa County, Texas	Vol. 240/Pg. 276 Deed of Trust	June 10, 1983
Bexar County, Texas	Vol. 2857/Pg. 684	June 20, 1983

16. Security Agreement (Accounts and Inventory) dated June 1, 1983, as amended, made by Somerset, Ltd. in favor of InterFirst with related financing statements filed in the following offices:

<u>Jurisdiction</u>	<u>Recording Data</u>	<u>Recording Date</u>
Atascosa County, Texas	#1804	June 10, 1983
Bexar County, Texas	#506772	June 20, 1983

17. Security Agreement (Pledge) dated June 1, 1983, as amended, made by Somerset, Ltd., in favor of InterFirst with related financing statements filed in the following offices:

<u>Jurisdiction</u>	<u>Recording Data</u>	<u>Recording Date</u>
Texas Secretary of State	#132710	June 16, 1983

18. First Amendment to Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement dated May 29, 1986, executed by Somerset, Ltd., as Mortgagor, for the benefit of InterFirst, as Mortgagee, amending that certain Mortgage, Deed of Trust, Assignment, Security Agreement and Financing Statement, dated June 1, 1983, and recorded as follows:

<u>Jurisdiction</u>	<u>Recording Data</u>	<u>Recording File</u>
Bexar County, Texas	Vol. 3749, Pg. 0045	July 14, 1986
Atascosa County, Texas	Vol. 300, Pg. 69	July 17, 1986

State of Nebraska, Gage County ss. Entered in Numerical Index and filed for record the 23rd day of May, 1988, at 4:00 o'clock P. M., and recorded in Book 69 of Miscellaneous on page 710.

[Signature]
Register of Deeds

[Handwritten initials]

FEE: \$189.50 (Paid \$194.50—Refund \$5.00) &
RETURN: Devon Energy Corporation, 1500 Mid-America Tower, Oklahoma City, OKLA 73102