

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (the "Assignment") is executed by UNION PACIFIC RESOURCES COMPANY, a Delaware corporation, whose address is P. O. Box 7, Fort Worth, Texas 76101-0007 (hereinafter called "Assignor"), to CITATION 1998 INVESTMENT LIMITED PARTNERSHIP, a Texas limited partnership, whose address is 8223 Willow Place South, Suite 250, Houston, Texas 77070 (hereinafter called "Assignee"), dated effective at 7:00 a.m., local time, on September 1, 1998 (hereinafter called the "Effective Date"). Assignor and Assignee are sometimes referred to collectively as the "Parties" or each individually as a "Party". Capitalized terms used but not otherwise defined herein shall have the meanings set forth in that certain Asset Purchase and Sale Agreement, dated December 4, 1998 (the "Agreement"), by and between Assignor and Assignee.

00526080, Bk01214 Pg00734-00748

**ARTICLE I
CONVEYANCE OF PROPERTIES**

ALAN SPRIGGS, SUMMIT CO RECORDER
1998 DEC 24 14:11 PM FEE \$170.00 BY MAT
REQUEST: VAN COTT BAGLEY CORNWALL & MC C

Assignor, for Ten and No/00 Dollars (\$10.00) and other good and valuable consideration in hand paid by Assignee, the receipt and sufficiency of which is hereby acknowledged and confessed, by these presents does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER unto Assignee all of Assignor's right, title and interest in and to the following described properties (except to the extent constituting Excluded Assets, as herein defined):

- (i) The wells for the production of crude oil, natural gas, casinghead gas, coalbed methane, condensate, helium, sulphur, SO₂, CO₂, natural gas liquids and other gaseous and liquid hydrocarbons or any combination thereof (all such substances are collectively referred to as "Hydrocarbons"), which are listed in Exhibit "A" hereto (the "Wells");
- (ii) The oil and gas leases or oil, gas and mineral leases described on Exhibit "A-1" hereto (the "Leases") and all of the lands covered by the Leases (the "Lands");
- (iii) All unitization, communitization, pooling agreements, working interest units created by operating agreements, and orders covering the Lands, and/or lands pooled or unitized therewith, or any portion thereof, and the units and pooled or communitized areas created thereby (the "Units");
- (iv) all of the tangible personal property, tools, machinery, materials, pipelines, gathering systems, equipment, fixtures and improvements, to the extent the same are situated

upon and held for use by Assignor solely in connection with the Wells, Leases, Lands and/or Units, or with the production, treatment, sale or disposal of Hydrocarbons or water produced therefrom or attributable thereto, on the Effective Date, less any Equipment sold in the ordinary course of business since that date and replaced with equipment of comparable or better value and utility, and plus such replacement equipment (the "Equipment");

- (v) All of the contracts, agreements and other instruments owned by Assignor (other than bonds posted by Assignor) which concern and relate to any of the Wells, Leases, Units, Lands, and/or Equipment, INsofar AND ONLY INsofar as same concern or relate to the Wells, Leases, Units, Lands, and/or Equipment, or the operation thereof, including, but not limited to, the agreements described in Exhibit "A-2" hereto, and including, without limitation, oil, gas and condensate purchase and sale contracts; estates; farmin and farmout agreements; division orders and transfer orders; bottomhole agreements; dry hole agreements; area-of-mutual-interest agreements; salt water disposal agreements; acreage contribution agreements; operating agreements; balancing agreements; unit agreements; pooling agreements; pooling orders; communitization agreements; processing, gathering, compression and transportation agreements; facilities or equipment leases relating thereto or used or held for use in connection with the ownership or operation thereof or with the production, treatment, sale or disposal of Hydrocarbons; and all other contracts and agreements related to the Wells, Leases, Lands, and/or Equipment;
- (vi) To the extent transferable, all easements, permits, licenses, servitudes, rights-of-way, surface leases and other surface rights appurtenant to, and used or held for use in connection with the Assets;
- (vii) All Records and, to the extent transferable, all other contract rights, intangible rights (excluding Assignor's trademarks and service marks), inchoate rights, choses in action, rights under warranties made by prior owners, manufacturers, vendors or other third parties, and rights accruing under applicable statutes of limitation or prescription, attributable to the Assets;
- (viii) All payments, and all rights to receive payments, with respect to the ownership of the production of Hydrocarbons from or the conduct of operations on the Assets and the interest to be conveyed to Assignee hereunder accruing after the Effective Date;
- (ix) To the extent transferable, the benefit of all covenants, warranties and indemnifications previously given by others to Assignor for the Assets or any part of them.

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Assignor hereby EXCEPTS and RESERVES from this Assignment in favor of itself, its successors and assigns, forever, the following rights, titles and interests (collectively, the "Excluded Assets"), unless otherwise provided for in the Agreement:

- (i) All cash, deposits, checks, funds, accounts receivable, notes receivable, or similar items attributable to the Assets with respect to any period of time prior to the Effective Date;
- (ii) All Hydrocarbon production from or attributable to the Assets with respect to all periods prior to the Effective Date and all proceeds attributable thereto, and all Hydrocarbons that, at the Effective Date, are owned by Assignor and are above wellhead connection and in storage or otherwise held in inventory and all proceeds attributable thereto;
- (iii) All fee mineral interests and fee royalty interests owned by Assignor;
- (iv) Assets conveyed to third parties pursuant to Preference Rights or retained by Assignor because of the failure to obtain, comply with or otherwise satisfy a Transfer Requirement;
- (v) To the extent not otherwise made available to Assignee, all geophysical, seismic and other technical data and interpretations;
- (vi) Assignor's proprietary computer software, patents, trade secrets, copyrights, names, marks and logos and similar items of intellectual property used in developing or operating the Assets;
- (vii) Claims and causes of action arising from acts, omissions or events, or damage or destruction of the Assets prior to the Effective Date, and all rights, titles, claims and interests of Assignor (A) under any policy or agreement of insurance, (B) under any bond, or (C) to any insurance proceeds;
- (viii) Contracts for support services related to the assets;
- (ix) Proprietary and confidential Records, including, without limitation, legal files, employee information, and seismic or well data that Assignor cannot legally provide to Assignee because of third party restrictions.

The rights, titles and interests granted, bargained, sold, conveyed, assigned, transferred, set over and delivered pursuant to this Article I are herein collectively called the "Assets".

TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns, forever.

**ARTICLE II
DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, THE ASSETS ARE ASSIGNED AND CONVEYED TO ASSIGNEE WITHOUT ANY WARRANTY OF TITLE, EITHER EXPRESS OR IMPLIED, AND WHETHER BY COMMON LAW, STATUTE OR OTHERWISE, EXCEPT THAT ASSIGNOR HEREBY WARRANTS GOOD AND DEFENSIBLE TITLE (AS DEFINED IN THE AGREEMENT) TO THE ASSETS AGAINST ANY PERSONS OR PARTIES CLAIMING OR TO CLAIM TITLE BY, THROUGH OR UNDER ASSIGNOR; PROVIDED, HOWEVER, THIS ASSIGNMENT IS MADE WITH FULL SUBSTITUTION AND SUBROGATION OF THE ASSIGNEE, AND ALL PERSONS CLAIMING OR TO CLAIM BY, THROUGH AND UNDER ASSIGNEE, IN AND TO ALL COVENANTS AND WARRANTIES BY THE ASSIGNOR'S PREDECESSORS IN TITLE, AND WITH FULL SUBROGATION OF ALL RIGHTS ACCRUING UNDER THE STATUTES OF LIMITATION OR PRESCRIPTION UNDER THE LAWS OF THE STATE IN WHICH THE ASSETS ARE LOCATED. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, ALL PERSONAL PROPERTY, EQUIPMENT, FIXTURES, AND APPURTENANCES CONSTITUTING A PORTION OF THE ASSETS ARE ASSIGNED TO ASSIGNEE "AS IS, WHERE IS". WITHOUT LIMITATION OF THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AND WHETHER BY COMMON LAW, STATUTE, OR OTHERWISE, AS TO (A) MERCHANTABILITY, (B) FITNESS FOR A PARTICULAR PURPOSE, (C) CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, AND/OR (D) CONDITION, EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT.

**ARTICLE III
ASSUMPTION OF LIABILITIES**

As of the Effective Date, Assignee does hereby accept responsibility for all Assumed Liabilities, as defined in the Agreement.

**ARTICLE IV
MISCELLANEOUS**

This Assignment is subject to the provisions of the Agreement. In the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Agreement, the terms and provisions of the Agreement shall prevail.

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All of the provisions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of Assignor and Assignee. All references herein to either Assignor or Assignee shall include their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed to be effective as of the Effective Date.

Assignor:

UNION PACIFIC RESOURCES COMPANY

By:



Joseph F. Carroll

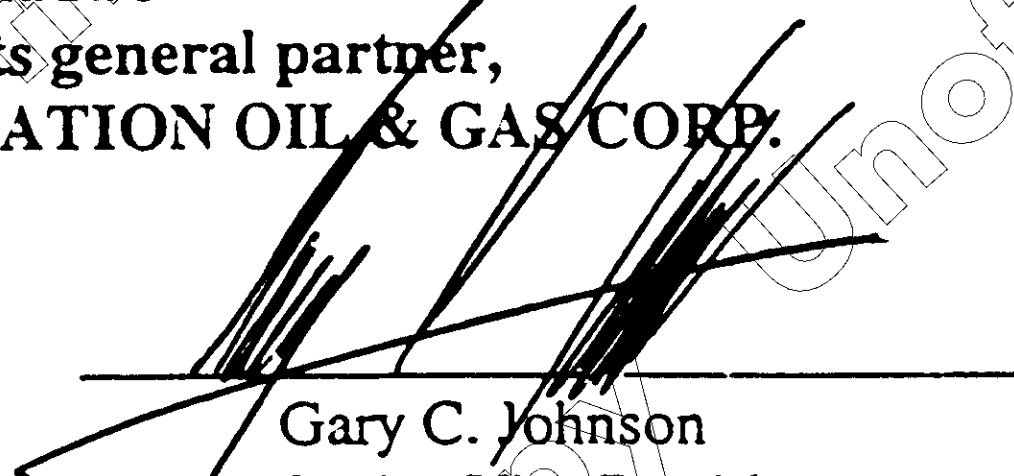
Attorney-in-Fact

Assignee:

CITATION 1998 INVESTMENT LIMITED PARTNERSHIP

by its general partner,
CITATION OIL & GAS CORP.

By:



Gary C. Johnson

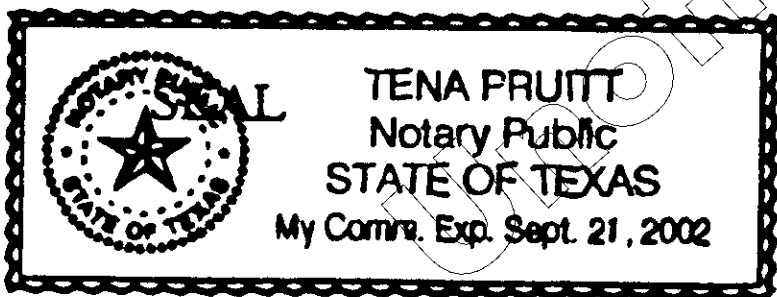
Senior Vice President

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STATE OF TEXAS §
 §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 22 day of DECEMBER, 1998, by JOSEPH F. CARROLL, ATTORNEY-IN-FACT of UNION PACIFIC RESOURCES COMPANY, a Delaware corporation, on behalf of the corporation.

Witness my hand and official seal.

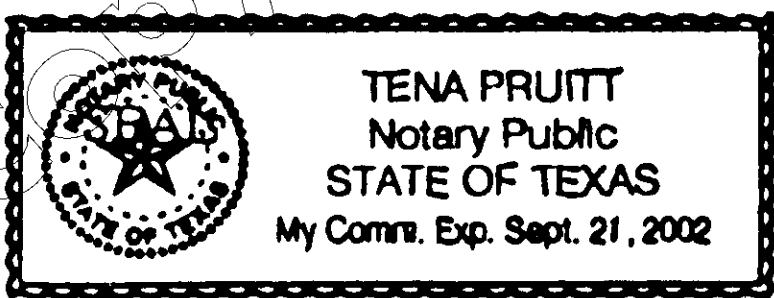


Tena Pruitt
Signature
TENA PRUITT
Name (Print)
My commission expires 9-21-02

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

The foregoing instrument was acknowledged before me this 22th day of December, 1998, by Gary C. Johnson, Senior Vice President of CITATION OIL & GAS CORP., general partner of CITATION 1998 INVESTMENT LIMITED PARTNERSHIP, a Texas limited partnership.

Witness my hand and official seal.



Tena Pruitt
Signature
TENA PRUITT
Name (Print)
My commission expires 9-21-02

EXHIBIT "A"

Attached to and made a part of Assignment, Conveyance and Bill of Sale
dated effective September 1, 1998, by and between
UNION PACIFIC RESOURCES COMPANY, as Seller,
CITATION 1998 INVESTMENT LIMITED PARTNERSHIP, as Buyer.

**SCHEDULE OF WELLS
SUMMIT COUNTY, UTAH**

ELKHORN FIELD

WELL NAME	API NO.	UPR WELL NO.
EXXON (UPRC) #1 SWD	4304330290	16407
NEWTON SHEEP 18-1	4304330284	15861
NEWTON SHEEP 20-1H	4304330310	38286
NEWTON SHEEP 24-1H	4304330308	23847
UPRR 17-2H	4304330304	23848
UPRR 19-2X	4304330300	22879

LODGEPOLE FIELD

WELL NAME	API NO.	UPR WELL NO.
BLONQUIST 26-1H	4304330314	41703
BLONQUIST 26-3	4304330235	14370
BLONQUIST 26-4 SWD	-----	40027
JUDD 34-1	4304330061	01152
JUDD 34-1H	4304330301	22878
JUDD 34-3	4304330098	01154
JUDD 4-1H	4304330311	38287
UPRR (CONOCO) 33-1 SWD	4304330233	10371
UPRR 35-2H OL	4304330305	23851

PINEVIEW FIELD

WELL NAME	API NO.	UPR WELL NO.
BINGHAM & SON #1	4304330295	18984
BINGHAM 2-1	4304330026	01629
BINGHAM 2-1A	4304330125	01630
BINGHAM 2-2	4304330028	01631
BINGHAM 2-3	4304330033	01632
BINGHAM 2-4	4304330038	01633
BINGHAM 2-6H	4304330317	42339
BINGHAM 42-3 #1	4304330029	01608
CLARK 4-1 SWD	4304330071	01635

EXHIBIT "A"

**SCHEDULE OF WELLS
SUMMIT COUNTY, UTAH**

WELL NAME	API NO.	UPR WELL NO.
PINEVIEW 4-3	4304330077	10304
PINEVIEW 4-4S	4304330083	08057
UPR 3-11H	4304330318	43499
UPRR 3-1	4304330012	01616
UPRR 3-10	4304330302	23731
UPRR 3-2	4304330015	01617
UPRR 3-6	4304330036	01625
UPRR 3-9	4304330151	07075

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Attached to and made a part of that certain
 Assignment, Bill of Sale and Conveyance dated effective September 1, 1998,
 Between UNION PACIFIC RESOURCES COMPANY, as Assignor, and
 CITATION 1998 INVESTMENT LIMITED PARTNERSHIP, as Assignee

Lease Lessor Lessee Lease Date Book Page Receipt Num Microfilm Oth Recordg Info County Twsp Rng Sect Atr/Ctr Legal Description

UT1-00000699/001 HYRUM J. NEWTON & SONS SHEEP COMPANY PAN AMERICAN PETROLEUM CORPORATION

01/02/71 M30 100

00526080 0121 P600742

SUMMIT	1N	6E	2	LOT 4
SUMMIT	1N	6E	2	S2
SUMMIT	1N	6E	2	LOT 9
SUMMIT	1N	6E	2	LOT 8
SUMMIT	1N	6E	2	LOT 7
SUMMIT	1N	6E	2	LOT 5
SUMMIT	1N	6E	2	LOT 3
SUMMIT	1N	6E	2	LOT 2
SUMMIT	1N	6E	2	LOT 12
SUMMIT	1N	6E	2	LOT 11
SUMMIT	1N	6E	2	LOT 10
SUMMIT	1N	6E	2	LOT 6
SUMMIT	1N	7E	6	LOT 3
SUMMIT	1N	7E	6	LOT 4
SUMMIT	1N	7E	6	LOT 2
SUMMIT	1N	7E	6	LOT 1
SUMMIT	2N	6E	12	ALL
SUMMIT	2N	6E	24	SWSE
SUMMIT	2N	6E	24	57.67 ACRES DESCRIBED BY METES & BOUNDS
SUMMIT	2N	6E	24	E2NE
SUMMIT	2N	6E	24	E2SE4

Exhibit "A-1"
 Attached to and made a part of that certain
 Assignment, Bill of Sale and Conveyance dated effective September 1, 1998,
 between UNION PACIFIC RESOURCES COMPANY, as Assignor, and
 CITATION 1998 INVESTMENT LIMITED PARTNERSHIP, as Assignee

Lease	Lessor	Lessee	Lease Date	Book	Page	Receipt Num	Microfilm	Oth Rcdng	Legal Description
UT1-00000699/001	HYRUM J. NEWTON & SONS SHEEP COMPANY	PAN AMERICAN PETROLEUM CORPORATION	01/02/71	M30	100				

00526080 01214 Pg00743

County	Twp	Rng	Sect	Gr/Qt	Legal Description
SUMMIT	2N	6E	24		24 NENW
SUMMIT	2N	6E	24		24 NWNE
SUMMIT	2N	6E	36		36 PART OF THE S2 DESCRIBED BY METES & BOUNDS
SUMMIT	2N	7E	4		4 N2SE
SUMMIT	2N	7E	4		4 NESW
SUMMIT	2N	7E	4		4 S2NE
SUMMIT	2N	7E	4		4 SE LESS 13.4 ACRES
SUMMIT	2N	7E	4		4 SENW
SUMMIT	2N	7E	4		4 LOT 1
SUMMIT	2N	7E	6		6 E2SW
SUMMIT	2N	7E	6		6 SENW
SUMMIT	2N	7E	6		6 LOTS 3,4,5,7
SUMMIT	2N	7E	6		6 SE
SUMMIT	2N	7E	8		8 ALL
SUMMIT	2N	7E	16		16 ALL
SUMMIT	2N	7E	18		18 ALL
SUMMIT	2N	7E	20		20 ALL
SUMMIT	2N	7E	22		22 ALL
SUMMIT	2N	7E	28		28 ALL
SUMMIT	2N	7E	30		30 S2NW
SUMMIT	2N	7E	30		30 S2
SUMMIT	2N	7E	30		30 N2NW
SUMMIT	2N	7E	30		30 NE

Exhibit "A-1"
 Attached to and made a part of that certain
 Assignment, Bill of Sale and Conveyance dated effective September 1, 1998,
 between UNION PACIFIC RESOURCES COMPANY, as Assignor, and
 CITATION 1998 INVESTMENT LIMITED PARTNERSHIP, as Assignee

00526080 01214 Pg00744

Lease	Lessor	Lessee	Lease Date	Book	Page	Receipt Num	Microfilm	Oth	Recording Info	County	Twp	Rng	Sec	Qtr	Legal Description
UT1-0000069/001	HYRUM J. NEWTON & SONS SHEEP COMPANY	PAN AMERICAN PETROLEUM CORPORATION	01/02/71	M30	100					SUMMIT	2N	7E	32	ALL	
										SUMMIT	2N	7E	34	ALL	
										SUMMIT	3N	7E	34	NESW	
										SUMMIT	3N	7E	34	SWSE	
										SUMMIT	3N	7E	34	SWNW	
										SUMMIT	3N	7E	34	NESE	
										SUMMIT	3N	7E	34	SENE	
UT1-00000701	B A BINGHAM SONS INC	PAN AMERICAN PETROLEUM	01/25/71	M30	372					SUMMIT	2N	7E	2	S2	
										SUMMIT	2N	7E	2	S2N2	
										SUMMIT	2N	7E	2	LOT 4	
										SUMMIT	2N	7E	2	LOT 3	
										SUMMIT	2N	7E	2	LOT 2	
										SUMMIT	2N	7E	2	LOT 1	
										SUMMIT	2N	7E	10	ALL	
										SUMMIT	2N	7E	14	E2	
										SUMMIT	2N	7E	14	W2	
UT1-00000708	UNION PACIFIC RESOURCES COMPANY	AMOCO PRODUCTION COMPANY	09/24/71	M34	66					SUMMIT	2N	7E	3	N2SWSE	
										SUMMIT	2N	7E	3	LOT 3	
										SUMMIT	2N	7E	3	LOT 4	
										SUMMIT	2N	7E	3	N2SE	
										SUMMIT	2N	7E	3	S2NW	
										SUMMIT	2N	7E	3	S2SW	
										SUMMIT	2N	7E	3	S2SWSE	
										SUMMIT	2N	7E	3	SESE	

Exhibit "A-1"
 Attached to and made a part of that certain
 Assignment, Bill of Sale and Conveyance dated effective September 1, 1998,
 between UNION PACIFIC RESOURCES COMPANY, as Assignor, and
 CITATION 1998 INVESTMENT LIMITED PARTNERSHIP, as Assignee

00526080 01216 P600745

Lease	Lessor	Lessee	Lease Date	Book	Page	Receipt Num	Microfilm	Oth Rec'd	Info	County	Twp	Rng	Sect	Qtr/Clr	Legal Description
UT1-00000708	UNION PACIFIC RESOURCES COMPANY	AMOCO PRODUCTION COMPANY	09/24/71	M34	66					SUMMIT	2N	7E	3	N2SW	
										SUMMIT	2N	7E	5	S2NW	
										SUMMIT	2N	7E	5	LOT 3	
										SUMMIT	2N	7E	5	LOT 4	
										SUMMIT	2N	7E	5	S2	
										SUMMIT	2N	7E	7	SWSW	
										SUMMIT	2N	7E	7	SE	
										SUMMIT	2N	7E	7	LOT 3	
										SUMMIT	2N	7E	7	LOT 2	
										SUMMIT	2N	7E	7	E2W2	
										SUMMIT	2N	7E	7	LOT 1	
										SUMMIT	2N	7E	9	S2	
										SUMMIT	2N	7E	9	NW	
										SUMMIT	2N	7E	11	S2	
										SUMMIT	2N	7E	11	NW	
										SUMMIT	2N	7E	15	NW	
										SUMMIT	2N	7E	15	S2	
										SUMMIT	2N	7E	17	N2NW	
										SUMMIT	2N	7E	17	S2	
										SUMMIT	2N	7E	17	S2NW	
										SUMMIT	2N	7E	19	LOTS 1, 2, 3, 4, E2W2	
										SUMMIT	2N	7E	19	SE	
										SUMMIT	2N	7E	21	LOT 4	
										SUMMIT	2N	7E	21	LOT 5	

Exhibit "A-1"
 Attached to and made a part of that certain
 Assignment, Bill of Sale and Conveyance dated effective September 1, 1998,
 between UNION PACIFIC RESOURCES COMPANY, as Assignor, and
 CITATION 1998 INVESTMENT LIMITED PARTNERSHIP, as Assignee

00526080 01214 P600747

Lease	Lessor	Lessee	Lease Date	Book	Page	Receipt Num	Microfilm	Oil Receiving Info	County	Twp	Rng	Legal Description
UT1-00001010/003	SUMMIT ROYALTY LTD	CP RESOURCES INC	11/02/92	693	795				SUMMIT	2N	6E	36 PART OF THE N2SW
UT1-00001011	LBD & R PARTNERSHIP	UNION PACIFIC RESOURCES	10/15/91	654	134				SUMMIT	2N	6E	34 ALL
UT1-00001210/002	FARABAUGH DONALD J	UNION PACIFIC RESOURCES CO	01/18/95	871	59				SUMMIT	2N	6E	26 E2
UT1-00001210/020	BLONQUIST RANCHES	SID TOMLINSON	08/19/81	M176	277				SUMMIT	2N	6E	26 NW
UT1-00001210/021	ALTEX MINERALS LTD	KENNEDY & MITCHELL INC	08/18/81	M199	378				SUMMIT	2N	6E	26 SW
UT1-00001210/022	FRED W BETZ JR ET AL	KENNEDY & MITCHELL INC	08/18/81	M199	357				SUMMIT	2N	6E	26 SW
UT1-00001210/023	DANIEL T DAVIS	KENNEDY & MITCHELL INC	08/18/81	M199	370				SUMMIT	2N	6E	26 SW
UT1-00001210/024	STERLING E LITTLE	KENNEDY & MITCHELL INC	08/18/81	M203	540				SUMMIT	2N	6E	26 SW
UT1-00001210/025	JAMES L SANTY ET AL	KENNEDY & MITCHELL INC	08/18/81	M199	361				SUMMIT	2N	6E	26 SW
UT1-00001210/026	UNITED PARK CITY MINE	KENNEDY & MITCHELL INC	08/18/81	M199	381				SUMMIT	2N	6E	26 SW
UT1-00001210/027	REX ROSS WALKER ET AL	KENNEDY & MITCHELL INC	08/18/81	M199	364				SUMMIT	2N	6E	26 SW
UT1-00001210/040	ROSS OIL COMPANY	UNION PACIFIC RESOURCES COMPANY	04/23/96	977	116				SUMMIT	2N	6E	26 NW
									SUMMIT	2N	6E	26 E2

Attached to and made a part of that certain
 Assignment, Bill of Sale and Conveyance dated effective September 1, 1998,
 between UNION PACIFIC RESOURCES COMPANY, as Assignor, and
 CITATION 1998 INVESTMENT LIMITED PARTNERSHIP, as Assignee

Contract Party1 Party2 Contract Date Book Page Receipt Num Microfilm Oth Rcding Info Agreement Type

000012860-92	ELKHORN FI	UNION PACIFIC RESOURCES CO.	10/01/92							FARMIN AGREEMENT
000012860-92	ELKHORN FI	UNION PACIFIC RESOURCES CO.	03/22/93							FARMIN AGREEMENT
000012860-92	LODGEPOLE JOA	UNION PACIFIC RESOURCES COMPANY	09/21/93							JOINT OPERATING AGREEMENT
000019947-94	LODGEPOLE PUR & SLE	UNION PACIFIC RESOURCES CO.	12/01/94							JOINT OPERATING AGREEMENT
007020039-95	LODGEPOLE PUR & SLE	UNION PACIFIC RESOURCES CO.	01/01/95							PURCHASE AGREEMENT
000064970-78	PINEVIEW JOA	UNION PACIFIC RESOURCES CO.	11/22/71							JOINT OPERATING AGREEMENT
000064970-78	PINEVIEW WTR DISP	UNION PACIFIC RESOURCES CO.	10/09/79							WATER DISPOSAL AGREEMENT
000064971-80	PINEVIEW JOA	UNION PACIFIC RESOURCES CO.	12/08/76							JOINT OPERATING AGREEMENT
000065631-86	ELKHORN FO & FO OPT		03/01/87							FARMOUT AGREEMENT
000068109-77	ELKHORN POOL & JOA	UNION PACIFIC RESOURCES CO.	06/01/86							POOLING/OPERATING AGREEMENT
000068109-77	ELKHORN POOL & JOA	UNION PACIFIC RESOURCES CO.	03/03/94							POOLING/OPERATING AGREEMENT
000068109-77	ELKHORN JOA	UNION PACIFIC RESOURCES CO.	11/15/94							JOINT OPERATING AGREEMENT
000080299-95	LODGEPOLE DEEP JOA		12/14/82							JOINT OPERATING AGREEMENT
000090037-95	COMMUNITIZATION AGMT - NEWTON	UNION PACIFIC RESOURCES CO	03/27/95							COMMUNITIZATION AGREEMENT
0000900473-96	BLONQUIST 4-28	MERIDIAN OIL INC	04/01/96							ACREAGE EXCHANGE AGREEMENT

000012860-92 000019947-94 007020039-95 000064970-78 000064971-80 000065631-86 000068109-77 000068109-77 000068109-77 000080299-95 000090037-95 0000900473-96

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