

INSTRUCTIONS FOR EXECUTION OF DIVISION ORDERS

TO ALL INTEREST OWNERS:

Please follow the applicable instructions when executing your division order:

INDIVIDUALS:

1. Sign your name in the space provided, exactly as it appears on the division order. Please provide the complete address to which you want payments mailed.
2. Have your signature witnessed by two disinterested parties.
3. Insert your Social Security or Tax Identification Number in the space provided. Payments will not be released to you without this information.

PARTNERSHIPS:

1. Have the division order executed by the general partner duly empowered to act for the partnership, indicating this capacity to sign: as an alternative, have all partners execute the division order.
2. Have each signature witnessed by two disinterested parties.
3. Insert your Tax Identification Number in the space provided. Payments will not be released to you without this information.
4. Insert the address to which you wish payments to be mailed.

CORPORATIONS:

1. Have the division order executed by the President or Vice President of the Corporation, specifying the title of the signor.
2. Have the execution attested by the Corporate Secretary or Assistant Secretary, with Corporate seal affixed.
3. Insert your Tax Identification Number in the space provided. Payments will not be released to you without this information.
4. Insert the address to which you wish payments to be mailed.

ALL INTEREST OWNERS:

* Please advise us immediately of any tax exempt interest in this well.

RETURN ONE FULLY EXECUTED DIVISION ORDER TO:

Park Avenue Exploration Corporation

Attention: Division Orders

P. O. Box 14875

Oklahoma City, OK 73113

Attached hereto and made a part hereof that certain Partial Assignment of Overriding Royalty Interest by and between MICHAEL L. BAGLEY, as "Assignor", and THOMAS J.D. SHEPHERD and MOLLY M. SHEPHERD, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, as "Assignees", dated April 8, 1992.

LESSOR: Trinity Industries, Inc.
LESSEE: Bagley Title, Inc.
DATED: January 30, 1990
RECORDED: Book 6012, Page 1337
DESCRIPTION: A tract of lands in the Northwest Quarter (NW/4) of Section 8, Township 11 North, Range 3 West described as Beginning at a point in the South line of said Northwest Quarter 433 feet East of the West line of said Northwest Quarter; thence North 0 degrees 2 minutes West and parallel to the West line of said Northwest Quarter 580 feet; thence North 89 degrees 47 minutes East and parallel with the South line of the Northwest Quarter 456.51 feet; thence South 0 degrees 2 minutes West and at an angle of 89 degrees 45 minutes to the last described line 154.02 feet; thence South 89 degrees 58 minutes East 296.2 feet to a point in the West line of Westwood Boulevard 424.76 feet North from the South line of the Northwest Quarter; thence South 0 degrees 17 minutes West along the West line of Westwood Boulevard 356.7 feet; thence South 11 degrees 14 minutes West 69.44 feet to a point in the South line of the Northwest Quarter; thence along the South line of the Northwest Quarter 737 feet to the point of beginning. And also a tract of land in the Northwest Quarter of said Section 8 described as beginning at a point 33 feet East of the Southwest corner of the Northwest Quarter; thence East along the South line of the Northwest Quarter 400 feet to a point; thence North and parallel to the West line of the Northwest Quarter 923.07 feet to a point of curve; thence on a curve with a radius of 400 feet to the North and West 450.9 feet more or less to a point of intersection of said curve with the South line of the right-of-way of the Oklahoma Railway Company South line right-of-way, being 204 feet more or less East of the West line of the Northwest Quarter; thence West and along the South right-of-way line of the Oklahoma Railway Company's Belt Line to a point 33 feet East of the West line of the Northwest Quarter; thence South and parallel to and 33 feet from the West line of the Northwest Quarter 1,298.07 feet more or less to the point of beginning, including easements, streets and alleyways together with all improvements and appurtenances thereunto belonging. It being the intention of the Lessor listed above to lease all of their interest in the Northwest Quarter (NW/4) of Section 8-T11N-R3W, Oklahoma County, Oklahoma.

KNOW ALL MEN BY THESE PRESENTS:
THAT the undersigned:

DOC NUMBER 00041507
TIME 10:40 AM
FEE 10.00
DATE APR. 15 1992

MICHAEL L. BAGLEY,
P.O. Box 890943,
Oklahoma City, OK. 73189

RALPH BLESS
OKLAHOMA COUNTY CLERK
RECORDED AND FILED

HEREINAFTER called "Assignor", for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration receipt and sufficiency of which is hereby acknowledged, does sell, assign, transfer and convey unto:

Ret →

THOMAS J.D. SHEPHERD and MOLLY M. SHEPHERD,
JOINT TENANTS WITH RIGHT OF SURVIVORSHIP,
213 → 223 San Vicente Boulevard, #5,
Santa Monica, CA 90402

HEREINAFTER called "Assignees", one-half (1/2) of Assignor's right, title and interest in Assignor's overriding royalty interest in and to all of the oil, gas, or other hydrocarbons and minerals which may be produced, saved and marketed from the lands situated in Oklahoma County, State of Oklahoma, set out in Exhibit "A" hereof under the terms of the Oil and Gas Lease described herein, together with the rights incident to said lease, the personal property thereon, appurtenant thereto, or used in connection therewith.

SUCH OVERRIDING ROYALTY INTEREST shall be free of all development, production, marketing and operating expenses and charges of any nature but shall be chargeable with its proportionate part of gross production and other taxes properly assessable thereto. If the interest herein assigned is less than the full and undivided leasehold estate in and to the lands described in Exhibit "A" hereof then the overriding royalty interest assigned shall be reduced proportionately to correspond with the leasehold interest actually assigned hereby.

FOR THE SAME CONSIDERATION, the Assignor covenants with the Assignees, their heirs, successors and assigns, that the Assignor is the lawful owner of and has good title to the interest above assigned in and to the lease, estates, rights and property. That so far as by, through and under Assignor, but not otherwise, the lease, estates, rights and property are free and clear from all mortgages, liens, encumbrances or adverse claims.

THE TERMS and conditions hereof shall be binding upon and inure to the benefit of the parties hereof, their heirs, successors and assigns.

IN WITNESS WHEREOF, this Assignment is executed this 8th day of April, 1992; but effective, however, at 7:00 a.m., the 1st day of April, 1992.

ASSIGNOR:

Michael L. Bagley
MICHAEL L. BAGLEY

ACKNOWLEDGEMENT



STATE OF OKLAHOMA
COUNTY OF OKLAHOMA
The foregoing instrument was acknowledged before me this 8th day of April, 1992, by Michael L. Bagley.

MY COMMISSION EXPIRES:

April 29, 1993

James C. Erickson
NOTARY PUBLIC