MINERAL DEED AND CONVEYANCE

THIS MINERAL DEED AND CONVEYANCE effective as of December 31, 1994 at 7:00 a.m., central standard time (the "Effective Date"), made by Connecticut General Life Insurance Company (hereinafter referred to as "Grantor"), to Banner Land Company, Inc.(hereinafter referred to as "Grantee").

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor hereby assigns, grants, bargains, sells, conveys, and quitclaims to Grantee all of Grantor's right, title and interest in and to all of the oil, gas and other minerals in, under and which may be produced from the lands located in Delaware and Buchanan County, IOWA, more fully described on Exhibit "A" attached hereto, in the townships and sections stated therein, and made a part hereof the same as if fully set out herein.

This Mineral Deed and Conveyance is subject to any rights now existing under any oil and gas leases covering the lands described on Exhibit "A" hereto attached, the mesne assignments thereof and any and all agreements, farmin and farmout agreements, exploration agreements, gas contracts, orders of governmental authority, easements, rights-of-way, licenses and other instruments or agreements relating to or affecting any oil and gas leases, now covering the lands described in Exhibit "A" hereto attached, if

21/ Lot No. 90

Return to: BBOG (U.S.A.) Inc.
P.O. Box 23127
Oklahoma City, OK 73123

FILE No. 93-1671
RECORDING FEE $ 41.00
TRANSFER FEE $

FILED FOR RECORD THE 27 DAY OF Dec, 19 94 AT 11:58
O'CLOCK A. M. BOOK 5 PAGE 85

STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
Misc.

any. It is understood that the Grantee shall receive the mineral interest conveyed by this instrument in and to all bonuses, rentals, royalties and other benefits that may accrue under the terms of the said oil and gas lease or leases, insofar as it covers the lands described on Exhibit "A" hereto attached, or any part thereof, from the date of this instrument precisely as if Grantee had been at the date of the making of any such oil and gas lease or leases, the owner of an interest similar to the mineral interest conveyed by this instrument, in and to the lands described on Exhibit "A" hereto attached and one of the Lessors under such lease or leases.

From and after the Effective Date, Grantee assumes full responsibility for the Minerals and Mineral Interest conveyed hereby and shall indemnify and hold Grantor, its affiliates, employees, directors, officers, agents, successors and assigns harmless from and against any and all claims, demands, causes of action, liabilities and losses arising out of or in connection with or resulting from, through or by reason of the ownership of said Minerals, but not limited to, any necessary and/or any environmental remediation required by any governmental agency or any other person or entity.

Grantee further agrees to indemnify and hold Grantor, its affiliates, employees, directors, officers, agents, successors and assigns harmless from and against any and all environmental remediation costs and expenses hereafter incurred by Grantor, with respect to the Lands, (both surface and mineral estates) described

in Exhibit "A" hereto attached, pursuant to order, regulation or agreement by or with any individual, entity or governmental agency of appropriate jurisdiction, including reasonable attorney fees.

To the extent any of the Mineral Interests covered by this Deed and Conveyance are subject to a commitment to sell any production to a purchaser under a gas purchase agreement which includes any gas categorized as Section 104 and/or Section 106 under the Natural Gas Policy Act, the following shall apply:

Federal Energy Regulatory Commission ("FERC") Order No. 451, as amended, provides for a good faith negotiation process ("GFNP") to amend certain gas sales contracts, which may affect the contractual rights of parties other than the party who initiates the GFNP. Accordingly, if on the Effective Date of this Deed and Conveyance all or any part of the Mineral interests hereby conveyed are covered by a gas sales contract to which Grantor is a party ("Subject Gas Contract"), Grantor reserves the exclusive right to initiate the GFNP with respect to the Subject Gas Contract, and any effort by Grantee to initiate the GFNP in a manner that affects the Subject Gas Contract shall be null and void. In the event Grantor does initiate the GFNP with respect to the Subject Gas Contract or any other gas sales contract with the same gas purchaser, the gas purchaser's renegotiation rights under the GFNP shall apply to gas covered by the Subject Gas Contract and attributable to the interest conveyed to Grantee hereunder, to the same extent as such renegotiation rights would be applied to the Subject Gas Contract had there been no assignment.

THIS ASSIGNMENT IS MADE BY GRANTOR AND ACCEPTED BY GRANTEE WITHOUT REPRESENTATIONS, COVENANTS OR WARRANTIES AS TO TITLE OR QUANTUM OF INTEREST CONVEYED, EITHER EXPRESS OR IMPLIED. IT IS ACKNOWLEDGED THAT GRANTEE HAS INSPECTED THE PROPERTY AND PREMISES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, AND THAT GRANTOR SHALL ACCEPT ALL INTERESTS HEREUNDER IN THEIR "AS IS, WHERE IS" CONDITION. IN ADDITION, GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA, INFORMATION OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED GRANTEE IN CONNECTION WITH THE MINERAL INTERESTS HEREBY CONVEYED, OR AS TO THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE MINERAL INTERESTS OR THE ABILITY OF THE MINERAL INTERESTS TO PRODUCE HYDROCARBONS. ANY AND ALL SUCH DATA, INFORMATION AND OTHER MATERIALS FURNISHED BY GRANTOR IS PROVIDED GRANTEE AS A CONVENIENCE AND ANY RELIANCE ON OR USE OF THE SAME SHALL BE AT GRANTEE'S SOLE RISK.

By execution hereof, Grantee hereby assumes and agrees to pay, perform and discharge or cause to be paid, performed and discharged, all obligations and liabilities arising and attributable to times on or after the Effective Date incurred in the ordinary course of the operation of the mineral interests pursuant to leases, operating agreements, contracts, gas and/or oil contracts (if any), instruments and other commitments to which the interests are subject. Grantor agrees to pay, perform and discharge or cause to be paid, performed and discharged, all

obligations and liabilities heretofore assumed in writing by Assignor or for which it was obligated as a matter of law arising and attributable to times before the Effective Date incurred in the ordinary course of the operation of the mineral interests before the Effective Date pursuant to leases, operating agreements, contracts, gas and/or oil contracts, (if any), instruments and other written commitments to which the mineral interests are subject, except, however, Grantee shall be solely responsible for balancing of or payment for any gas imbalances which may exist as of the Effective Date.

Grantor will execute and deliver all such other and additional instruments, notices, releases, acquittances and other documents, and will do all such other acts and things, as may reasonably be necessary more fully to assure to Grantee or its successors or assigns all of the respective rights and interests herein and hereby granted or intended to be granted.

The provisions hereof shall be covenants running with the lands and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

Signed this November 16, 1994 to be effective for all purposes however as of the Effective Date set forth above.

ATTEST:

By _____
Name:
Title: MARY E. HANLEY
Assistant Secretary

GRANTOR: CONNECTICUT GENERAL LIFE INSURANCE COMPANY

By _____
Name:
Title: ALPHA O. NICHOLSON, III
Vice President

WITNESS: AS TO CONNECTICUT GENERAL LIFE INSURANCE COMPANY

Name: Sandra M. Fanelli

(Corporate Seal)

ATTEST:

By _____
Name: C. S. Collier
Title: Assistant Secretary

GRANTEE: BANNER LAND COMPANY, INC.

By _____
Name: H. W. Collier
Title: President

WITNESS:

Name: Donna Lewis

Grantee's Address: _____
~~P. O. Box 770481~~
~~Oklahoma City, OK 73177-0481~~

"GRANTOR"

CORPORATE ACKNOWLEDGMENT

STATE OF CONNECTICUT
COUNTY OF HARTFORD

This instrument was acknowledged before me on this 16th day of November, 1994, by Alpha O. Nicholson, III the Vice President for Connecticut General Life Insurance Company, a Connecticut Corporation, on behalf of said Corporation.

Perla L. Recato
Notary Public, State of CONNECTICUT
My Commission Expires: _____

PERLA L. RECATO
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 1999

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on December 8, 1994 by H. W. Collier, the President, of Banner Land Company, Inc., an Oklahoma corporation, on behalf of said Corporation.



Jeania Luber
Jeania Luber
Notary Public, State of Oklahoma
Commission Expires 5-23-97

EXHIBIT "A"

the following described premises situated in the counties of Delaware and Buchanan and State of Iowa, to-wit:

DELAWARE COUNTY: The North Half of the Southwest Fractional Quarter of Section 19, Township 88 North, Range 6 West of the Fifth P. M.

BUCHANAN COUNTY: The Northeast Quarter of the Northeast Quarter, and the South Half of the Northeast Quarter, and the Northwest Quarter of the Southeast Quarter of Section 24, Township 88 North, Range 7 West of the Fifth P. M.

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