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ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale (this "Assignment"), dated effective as of 1st day of February, 1995 at 7:00 a.m., Mountain Standard Time (the "Effective Time"), is from HABERSHAM ENERGY COMPANY, an Oklahoma corporation (hereinafter referred to as "Seller" or "Assignor"), with an address of 5600 S. Quebec Street, Suite 312A, Englewood, Colorado 80111-8458, to CENTRAL RESOURCES, INC., with an address of 2600 Mellon Center, 1775 Sherman Street, Denver, Colorado 80203-4313, as to an undivided 60% interest, and to RKC, INC., a Colorado corporation, with an address of 1527 Hillside Road, Fairfield, CT 06430, as to an undivided 40% interest (hereinafter collectively referred to as "Buyer" or "Assignee").

1. This Assignment and Bill of Sale is subject to the terms and provisions of that certain Purchase and Sale Agreement date April 13, 1995 between Central Resources, Inc. and Habersham Energy Company.
2. For ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge by Assignor, Assignor hereby transfers, grants, bargains, sells, conveys, and assigns to Assignee, its successors and assigns, all of Seller's right, title and interest in the following (all of which are herein called the "Property"):
 - (a) Seller's interests, including fee surface estates, fee mineral interest, mineral rights, working interest, operating rights, overriding royalty interests, rights to convert overriding royalty interests, rights of assignment and reassignment, and other interests in the oil and gas leases described on Exhibit A (the "Leases") attached hereto and made a part hereof insofar as the Leases cover the lands described on Exhibit A (the "Lands");
 - (b) Seller's interest in personal property, fixtures and improvements (the "Equipment") now, or as of the Effective Time, located on or about the Lands, used in connection with the operation of the Leases, including, but not limited to, all lease equipment, wells (as described on Exhibit B attached hereto and made a part hereof), tanks, and all other equipment, appurtenances, and property of every kind and character, movable or immovable, owned by Seller and located on the Lands, for use in connection with operating the Leases;
 - (c) Seller's rights and obligations existing under contracts and agreements (the "Contracts") that benefit or burden the Leases or the Lands, including, but not limited to, operating agreements, pooling agreements, declarations of pooling or unitization, orders and decisions of state and federal regulatory authorities establishing drilling, spacing proration and other units, farmout agreements, rights-of-way, easements, surface agreements, gas sales contracts, or gas processing contracts, excluding, however, the contracts and agreements which, by their own terms, are not transferable;

- (d) Seller's right in and to permits and licenses of any nature owned, held or operated in connection with operations for the exploration and production of oil, gas or other minerals from the Leases insofar as the Leases cover and relate to the Lands, excluding, however, the permits and licenses which, by their own terms, are not transferable;
- (e) Seller's rights and interests in and to producing, non-producing and shut-in oil and gas wells, salt water disposal wells, and injection wells located upon the Leases;
- (f) Seller's right in and to the oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons, products refined and manufactured therefrom, other minerals and the accounts and proceeds from the sale of all of the foregoing (collectively, the "Production") to the extent such Production is produced under the terms of the Leases and the Contracts, or is allocated to the Leases and Lands, after the Effective Time;

to have and to hold unto Assignee and its successors and assigns forever.

- 3. THIS ASSIGNMENT AND BILL OF SALE IS MADE WITHOUT WARRANTIES, EXPRESSED OR IMPLIED IN FACT OR IN LAW, WHETHER OF TITLE, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION OR SAFETY OF THE PROPERTY, COMPLIANCE WITH REGULATORY AND ENVIRONMENTAL REQUIREMENTS OR OTHERWISE; PROVIDED, HOWEVER, ASSIGNOR DOES HEREBY AGREE TO WARRANT AND DEFEND THE TITLE TO THE PROPERTY HEREBY CONVEYED AGAINST THE CLAIM OF EVERY PERSON WHATSOEVER, CLAIMING BY, THROUGH OR UNDER ASSIGNOR.
- 4. ASSIGNEE HEREBY AGREES THAT IT HAS INSPECTED THE PROPERTY, INCLUDING THE LEASES AND ASSOCIATED AGREEMENTS, WELLS, PERSONAL PROPERTY AND EQUIPMENT ASSIGNED AND CONVEYED HEREIN AND THAT IT ACCEPTS THE SAME "AS IS" AND WITH "ALL FAULTS." Assignee agrees to assume responsibility for its undivided interest in said wells, the casing and leasehold equipment in and on said wells, and all other personal property used on or in connection therewith on and after the Effective Time.
- 5. Assignee agrees to perform all operations in compliance with all applicable Local, State, Indian and Federal laws, orders, rules and regulations, and to observe, perform and abide by all of the lease terms and provisions, express and implied, applicable to the Property. Assignee further agrees to secure the bonds, permits and other documents as required by the appropriate regulatory authority which are necessary to effectuate the transfer of interests hereby and/or to cause the release of Assignor's continued liability as operator or as lessee of the interests being transferred hereunder. The parties hereto agree to execute such additional documents or instruments as necessary to transfer Assignor's

undivided interest in any State, Federal, or Indian oil and gas properties assigned hereby to Assignee; provided, however, if any separate assignment(s) of oil and gas Lease(s) covering all or a portion of the oil and gas properties are necessary, said forms: (1) shall not constitute conveyances in addition to this Assignment but merely additional evidence of this Assignment, (2) shall not modify any of the terms, covenants and warranties set forth herein nor create any additional covenants and warranties of or by Assignor or Assignee, (3) shall be deemed to contain all of the terms, covenants, and warranties hereof, as through they were fully set forth therein.

6. Assignee accepts this transfer of oil and gas properties and interest assigned hereby subject to any and all covenants in instruments in the chain of title and to any outstanding agreements, whether recorded or not, which may include but not be limited to agreements for options, leases, permits, rights-of-way, easements, water disposal systems, licenses, operating agreements and production sales agreements; and in this regard, Assignee assumes all duties and obligations associated with said outstanding agreements with respect to the interests being transferred hereunder.
7. Assignor also hereby grants and transfers to Assignee, and its successors and assigns, to the extent so transferable, the benefit of, and the right to enforce, the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the interests transferred hereunder against Assignor's predecessors in title to such interest.
8. Assignee warrants that it is acquiring the interests in the Property for its own account and not with a view to, or for offer of resale in connection with, a distribution thereof within the meaning of the Securities Act of 1933 and the rules and regulations pertaining to it or a distribution thereof in violation of any applicable securities laws. Assignee is not acting as an undisclosed agent for any other party or parties. Assignee is already actively involved in the business of owning and operating producing oil and gas properties, is knowledgeable about the oil and gas exploration and production business, and is not relying on Assignor with regard to any expectations Assignee may have about the future income it may receive from the Property. Assignee has and will conduct its own due diligence review of the Property using knowledgeable personnel of its own choosing.
9. This Assignment may be executed in any number of counterparts and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one assignment.
10. This Assignment shall be binding upon Assignor and inure to the benefit of Assignor and Assignee, and their respective successors and assigns.

EXECUTED this 3rd day of May, 1995, to be effective for all purposes as of the Effective Time.

SELLER/ASSIGNOR:
HABERSHAM ENERGY COMPANY

By: *Glenn M. Simmons*
Glenn M. Simmons, President

BUYER/ASSIGNEE:
CENTRAL RESOURCES, INC.

BUYER/ASSIGNEE:
RKC, INC.

By: *Paul J. Zecchi*
Paul J. Zecchi, President
Catherine I. Ezle, Vice President

By: *Anthony Kocbevar*
Anthony Kocbevar, Secretary-Treasurer

STATE OF COLORADO)
COUNTY OF Cobb

The foregoing instrument was acknowledged before me this 27th day of April, 1995, by
Glenn M. Simmons, President of Habersham Energy Company, on behalf of the Corporation.

Witness my hand and official seal.

My commission expires

Feb. 15, 1998

STATE OF COLORADO)
COUNTY OF Daniel)SS.

The foregoing instrument was acknowledged before me this 28th day of May, 1995, by
Paul J. Zecchi, President of Central Resources, Inc.
(Catherine I. Ezle, Vice President)

Witness my hand and official seal.

My Commission Expires:

10-19-97

My Commission Expires 6-19-1997 4

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT, BILL OF SALE, AND CONVEYANCE OF LEASES
DATED APRIL 13TH, 1995, BY AND BETWEEN HABERSHAM ENERGY COMPANY, AS SELLER,
AND CENTRAL RESOURCES, INC., AND RRC, INC. AS BUYERS.

State of Colorado 01-8198-S	Heartland Oil & Gas Company	7-1-1991	T5S, R65W, 6th PM Section 25 NE 4, N 25W 4, N 25W 4, S 28E 4	Applicable C.O. reads Block 1-7-2, Page 443
State of Colorado 70-8032-S	Texaco, Inc.	5-20-1970	T5S, R65W, 6th PM Section 24 All	Applicable C.O. reads Block 1-7-2, Page 443
State of Colorado 70-8015-S	Texaco, Inc.	5-20-1970	T5S, R64W, 6th PM Section 29 All	Applicable C.O. reads Block 1-7-2, Page 419
State of Colorado 70-8036-S	Texaco, Inc.	5-20-1970	T5S, R64W, 6th PM Section 30 All	Applicable C.O. reads Block 1-7-2, Page 419