

172325

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

THIS ASSIGNMENT, CONVEYANCE AND BILL OF SALE, (this "Assignment"), is from RAM Energy, Inc., a Delaware Corporation, whose address is Meridian Tower, Suite 650, 5100 E. Skelly Drive, Tulsa, Oklahoma, 74135 (hereinafter referred to as "Assignor") to

MARK A CHAPMAN
P.O. BOX 1389
SEALY, TX 77474

(hereinafter referred to as "Assignee").

1. Granting Clause. Assignor, for and in consideration of the sum of Ten Dollars (\$10.00) 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 all of Assignor's right, title and interest in, to and under the properties, rights and interests described in 1.1 through 1.4 below (hereinafter called the "Interests"):

1.1 The oil and gas well(s) described in Exhibit "A" attached hereto and made a part hereof (the "Wells") together with all equipment and machinery associated therewith;

1.2 The leasehold estate created by the lease(s) upon which the Wells are located and/or pooled/unitized therewith (the "Leases"), INSOFAR AND ONLY INSOFAR as the Leases cover and relate to the land also described in Exhibit "A" (the "Land") and all rights, titles and interests accruing or attributable to the Leases by virtue of being included in any unit within the geographic boundaries of the Land;

1.3 All the property and rights incident to the Wells and the Leases, including, to the extent transferable, all agreements, surface leases, gas gathering contracts, salt water disposal leases and wells, equipment leases, permits, gathering lines, rights-of-way, easements, licenses and all other agreements directly relating thereto, INSOFAR AND ONLY INSOFAR as said property and rights cover and relate to the Land; and

1.4 All of the personal property, fixtures and improvements appurtenant to the Wells or used or obtained in connection with the operation of the Wells;

excepting and reserving, however, unto Assignor (i) all accounts receivable accruing prior to the Effective Time; (ii) all hydrocarbon production from or attributable to the Interests with respect to all periods prior to the Effective Time, including all proceeds attributable thereto and all hydrocarbons owned by Assignor and in storage at the Effective Time; and (iii) any refunds or additional revenues accruing to the Interests and any adjustments for expenses paid by Assignor to the extent attributable to the period prior to the Effective Time.

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

2. No Warranty. This Assignment is executed, delivered and made without title or other warranties of any kind, express or implied, and THE INTERESTS ARE TRANSFERRED "AS IS, WHERE IS" AND THIS ASSIGNMENT IS MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESSED, IMPLIED OR STATUTORY.

3. Disclaimer. The parties to this Assignment agree that to the extent required to be operative, the disclaimers of certain warranties contained in this Assignment are "conspicuous" disclaimers for the purposes of any applicable law, rule or order. THE INTERESTS ARE ASSIGNED TO ASSIGNEE WITHOUT RECOURSE, COVENANT OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY. WITHOUT

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LIMITATION OF THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES AS TO THE INTERESTS OR PERSONAL PROPERTY AND FIXTURES RELATED THERETO (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (d) ANY IMPLIED OR EXPRESS WARRANTY OF TITLE. ASSIGNOR ALSO EXPRESSLY DISCLAIMS AND NEGATES ANY IMPLIED OR EXPRESS WARRANTY AS TO THE COMPLETENESS AND ACCURACY OF ANY OF THE INFORMATION FURNISHED WITH RESPECT TO THE EXISTENCE OR EXTENT OF RESERVES OR THE VALUE OF THE INTERESTS BASED THEREON OR THE CONDITION OR STATE OF REPAIR OF ANY OF THE INTERESTS (IT BEING UNDERSTOOD THAT ALL RESERVE ESTIMATES ON WHICH ASSIGNEE HAS RELIED OR IS RELYING HAVE BEEN DERIVED BY INDIVIDUAL EVALUATION OF ASSIGNEE) OR AS TO THE PRICES THAT ASSIGNEE WILL BE ENTITLED TO RECEIVE FROM PRODUCTION OF OIL, GAS OR OTHER SUBSTANCES FROM THE INTERESTS.

4. Assumption. By acceptance hereof, Assignee agrees to assume and be responsible for all obligations and liabilities of Assignor (i) accruing from and after the Effective Time under the terms of the Leases, under all prior assignments in the chain of title to the Leases, and under all joint operating agreements or other similar agreements to which the Leases are subject or pursuant to which operations are conducted on the Land, (ii) relating to environmental condition of and other conditions on and under the Land, whether existing as of the Effective Time or thereafter arising, and whether created by statute, regulation, rule, order, common law or contract, including without limitation, any obligation to plug, replug or repair any well, or to restore, clean up or remediate the surface of the Land, and (iii) all obligations attributable to the Interests relating to gas overproduction, including balancing rights of third parties and any cash balancing obligations determined by contract, common law, settlement or court order or judgment. The provisions of this paragraph shall constitute covenants running with the Land and as such shall be binding upon Assignee, its successors and assigns; provided, however, that Assignee shall not be relieved of its obligations hereunder by any further conveyance of the Interests or any portion thereof.

5. Separate Assignments. Separate assignments of the Interests or portions thereof on officially approved forms may be executed by Assignor and delivered to Assignee as necessary to satisfy applicable statutory or regulatory requirements. Such assignments shall be deemed to contain all of the warranties, rights, titles, limitations and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same as, and not in addition to, the Interests conveyed herein.

6. Further Assurances. Assignor will execute, acknowledge and deliver such further conveyances and other instruments as may be reasonably 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 granted, bargained, sold, conveyed, set over, assigned and transferred to or otherwise vested in Assignee, or intended so to be.

7. Effective Time. This Assignment shall be effective for all purposes as of 11:59 p.m., local time (in each locality described in Exhibit "A") on June 30, 1999 (the "Effective Time").

8. Miscellaneous.

8.1 Assignor hereby grants and transfers to Assignee, 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 against Assignor's predecessors in title to the Interests.

8.2 The consideration paid by Assignee for the Interests does not include sales, use or transfer taxes of any nature assessed or assessable with respect to the sale and assignment of the Interests to Assignee ("Transfer Taxes"). Assignee agrees to pay, or to remit separately to Assignor for payment, to the appropriate taxing authority all such Transfer Taxes and, if Assignee elects to pay such taxes directly, to indemnify and hold harmless Assignor with respect to the payment of such taxes and any penalties or interest payable thereon by reason of non-payment or later payment by Assignee.

8.3 Assignor shall, except as otherwise provided in Section 4 and Section 8.5 hereof, be responsible for all costs and expenses attributable to the ownership or operation of the Interests prior to the Effective Time, and shall be entitled to all revenues attributable to production from the Interests prior to the Effective Time. Assignee shall be responsible for all costs and expenses attributable to the ownership or operation of the Interests after the Effective Time, together with those additional liabilities and obligations assumed by Assignee pursuant to Section 4 and Section 8.5 hereof, and shall be entitled to all revenues attributable to production from the Interests after the Effective Time. Any party receiving production revenues or other amounts allocated to another party under the terms of this Assignment promptly shall remit same to the party entitled thereto.

8.4 Assignor and Assignee acknowledge and agree the Interests are conveyed and accepted without warranty of title either express or implied. The Interests are conveyed herein by Assignor "AS IS, WHERE IS" and in their present condition with all faults. Assignor has not made, does not hereby make and specifically disclaims, any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, at common law, by statute, or otherwise, as to, concerning or with respect to the Interests, including, but not limited to (and without limiting the generality of the foregoing), the following: (a) the value of reserves; any product pricing assumptions; and the ability to sell oil or gas production after closing; (b) the nature, quality or condition of the Interests including, without limitation, the safety or fitness of the surface and the subsurface soils and water; (c) the validity of the Leases; or (d) any other matter with respect to the Lands. Without limiting any of the foregoing, Assignor has not made, does not make and specifically disclaims any representations or warranties regarding (1) the presence or absence from the lands and equipment covered by the Interests of pollutants, including without limitation naturally occurring radioactive materials ("NORM"), asbestos, hydrocarbons, hazardous substances, saline contamination and/or solid waste, as defined by the U.S. Environmental Protection Agency regulations promulgated pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA"); or (2) the compliance or noncompliance of the Interests with CERCLA, the Resource Conservation and Recovery Act, the Federal Water Pollution Control Act, the Federal Clean Air Act (as any of the same may have been amended from time to time), or any other statute, law, ordinance, regulation, order or decree relating to environmental matters.

8.5 Assignee assumes full responsibility and liability, and does hereby indemnify and hold Assignor harmless for the plugging, replugging and abandonment of all present and future wells on the Interests, removing and disposing of all structures and equipment now or hereafter located on or comprising part of the Interests, the necessary and proper capping and burying of all flow lines now or hereafter located on or comprising a part of the Interests, restoring the leasehold premises of the Interests, and the necessary disposal of naturally occurring radioactive materials ("NORM"). Assignee shall conduct all plugging, replugging, abandonment, removal, disposal and restoration obligations in accordance with all applicable laws and regulations. In addition, Assignee assumes full responsibility and liability, and does hereby indemnify and hold Assignor harmless, for the following occurrences, events or activities on or related to the Interests, arising from the ownership or operation of the Interests before or after the Effective Time, and regardless of whether resulting from any acts or omissions of Assignor or predecessors or the condition of the Interests when acquired: environmental pollution or contamination of the soil, ground water or air by oil, gas, condensate, distillate, other hydrocarbons, brine, NORM or otherwise, clean-up responses and the cost of remediation, control, assessment or compliance with

respect to surface or subsurface pollution, disposal on Interests of any hazardous substances, wastes, materials and products generated by or used in connection with the ownership or operations of the Interests, and non-compliance with environmental and land use rules or regulations of appropriate state or federal regulatory agencies.

8.6 Assignee will assume the obligation of Assignor to disburse any suspended proceeds of sale of production from the Interests to the extent only of the amount so transferred to Assignee by Assignor and will indemnify and hold harmless Assignor with respect to the payment or other disposition of such funds or any claims thereto.

8.7 References herein to liens, encumbrances, agreements and other matters shall not be deemed to ratify or acknowledge any such lien, encumbrance, agreement or other matter, or to create any rights in any third party.

8.8 Unless provided otherwise, all recording references in Exhibit "A" are to the real property records of the counties or parishes in which the Interests are located.

8.9 This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee, and their respective successors and assigns.

EXECUTED by Assignor and Assignee on the date reflected in the acknowledgment of execution, but effective for all purposes as of the Effective Time.

Assignor: RAM Energy, Inc.

By: Drake N. Smiley
Drake N. Smiley
Senior Vice President

Assignee: Mark A. Chapman

By: Jeanne R. Hendrick
Name: Jeanne R. Hendrick
Title: Attorney In Fact

STATE OF OKLAHOMA)
)
COUNTY OF TULSA)

Before me, this 14 day of June, 1999, the undersigned, a Notary Public in and for said County and State, personally appeared Drake N. Smiley as Senior Vice President of RAM Energy, Inc. and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said RAM Energy, Inc.

Chris Dwyer
Notary Public

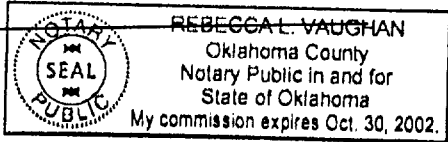
My Commission Expires:
MY COMMISSION EXPIRES 6-16-2001

STATE OF Oklahoma)
COUNTY OF Oklahoma)

Before me, this 17 day of June, 1999, the undersigned, a Notary Public in and for said County and State, personally appeared Jeane R. Hendrick as Attorney In Fact of Mark A. Chapman and acknowledged to me that She executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said Individual.

Rebecca L. Vaughan
Notary Public

My Commission Expires:



COPY

EXHIBIT "A"

This Exhibit "A" contains the description of wells and land with such description intended to incorporate all of Assignor's interest in such wells and land insofar and only insofar as Assignor's interest is included within the geographic boundaries of the land herein described.

<u>Well Name</u>	<u>Location</u>	<u>County</u>	<u>State</u>
Foreland 1-27	W/2 SE/4 Section 27-29N-52E	Eureka	Nevada

The foregoing assigned interests are subject to all assignments, agreements, liens, easements and similar encumbrances contained or referenced in Assignor's files or recorded or referenced in the County Records for the above referenced county and state.

END OF EXHIBIT "A"



BOOK 327 PAGE 553
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
EBCO USA, Inc
99 JUL -9 AM 8:35
EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES \$12.00
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