

178025

Well Name(s): 606.01

BLACKBURN UNIT (TRACT #11)

STATE OF NV)
COUNTY OF EUREKA)

ASSIGNMENT, BILL OF SALE
AND QUIT CLAIM OF INTEREST

THIS ASSIGNMENT, BILL OF SALE AND QUIT CLAIM OF INTEREST ("ASSIGNMENT") dated effective as of FEBRUARY 1, 2002 at 7:00 A.M., at the location of the properties ("EFFECTIVE DATE"), is from T. KEITH MARKS, 1775 Sherman Street, Suite 2990, Denver, Colorado 80203 (hereinafter referred to as "ASSIGNOR") to TKM RESOURCES, LLC, a Colorado limited liability company, 1775 Sherman Street, Suite 2990, Denver, Colorado 80203 (hereinafter referred to as "ASSIGNEE").

For \$10.00 and per good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by ASSIGNOR, ASSIGNOR does hereby transfer, grant, bargain, sell, convey, quit claim and assign to ASSIGNEE ALL of ASSIGNOR'S right, title and interest in and to the following rights, interests and property hereinafter collectively referred to as the "ASSETS"):

A. ALL right, title and interest of ASSIGNOR in and to the oil and gas leasehold and lands associated thereto, and/or similar interests (including without limitation all royalty, mineral and overriding interests) acquired by ASSIGNOR as set forth on Exhibit "A", whether accurately described therein or not, attached hereto and made a part hereof (hereinafter collectively referred to as the "LEASES"), together with all the property and rights appurtenant or incident thereto, including without limitation, (a) the rights of ASSIGNOR in oil, gas and associated substances and other minerals produced or producible from or attributable to the LEASES or to any units, pooled areas or communitized areas that cover include all or any portion of the LEASES, and (b) the rights of ASSIGNOR in, to and under all operating agreements, exploration agreements, pooling or unitization agreements, farmout agreements, product purchase and sale contracts, pipeline and transportation agreements, processing and treatment agreements, leases, permits, rights-of-way, easements, licenses, options, orders, contracts and instruments in any way relating to the LEASES and the lands, and all amendments to any of the foregoing.

B. ALL right, title and interest of ASSIGNOR in and to the wells acquired by ASSIGNOR as set forth on Exhibit "A", whether accurately described there or not, situated on the LEASES or lands, or on lands pooled, communitized, unitized or included in a governmental spacing unit therewith, plugged or unplugged, together with all personal property, fixtures, improvements and other property located on the LEASES, lands or wells, whether oil, personal, or mixed, now or as of the EFFECTIVE DATE on, appurtenant to, or used or obtained by ASSIGNOR in connection with the wells or with the production, injection, treatment, sale or disposal of hydrocarbon and all other substances produced therefrom or attributable thereto, including without limitation, well equipment, casing, tubing, tanks, rods, tank batteries, natural gas, crude oil, condensate or products placed into storage or into pipelines, boilers, buildings, pump motors, machinery, injection facilities, disposal facilities, fluid separators and liquid extractors and compressors located on the LEASES or lands included in a unit therewith.

TO HAVE AND TO HOLD the ASSETS described above, together with all and singular, the rights and appurtenances thereto in any way belonging unto ASSIGNEE, its successors and assigns forever, without warranty of title, express, implied or statutory except as to parties claiming by, through or under ASSIGNOR, but no otherwise.

The ASSETS are assigned to ASSIGNEE subject to and by acceptance hereof, ASSIGNEE agrees to assume ASSIGNOR'S proportionate share of all burdens, restrictions, reservations or obligations of record as of the EFFECTIVE DATE

including without limitation, the plugging of wells, restoration of the surface, abandonment facilities, disposal of produced substances, and compliance with all applicable laws and regulations. The ASSETS assigned are conveyed on an "As Is and Where Is" basis. ASSIGNEE shall defend, indemnify and hold ASSIGNOR harmless against claims arising from duties and obligations assumed by ASSIGNEE.

ASSIGNOR also hereby grants and transfers to ASSIGNEE, its successors and assigns, to the extent transferable or permitted by law, the benefit of and the right to enforce the representations, warranties and covenants, if any, which ASSIGNOR is entitled to enforce with respect to the interests against ASSIGNOR'S predecessor in title, but only to the extent not enforced by ASSIGNOR.

This ASSIGNMENT binding on and shall inure to the benefit of ASSIGNOR and ASSIGNEE and their respective successors and assigns.

Executed this 5 day of February, 2002, but effective as of the EFFECTIVE DATE.

ASSIGNOR:

WITNESS:

T. KEITH MARKS

E. Patricia Shields
Trustee

T. Keith Marks
T. Keith Marks

ASSIGNEE:

WITNESS:

TKM RESOURCES, LLC

E. Patricia Shields
Trustee

Stephen K. Marks
Stephen K. Marks
General Manager

STATE OF COLORADO)

COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 5th day of February, 2002 by T. KEITH MARKS.

Witness my hand and official seal.

My Commission Expires:
November 22, 2005

Janet L. Frase
Notary Public, Janet L. Frase

STATE OF COLORADO)

COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 5th day of February, 2002, by Stephen K. Marks as General Manager of TKM RESOURCES, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My Commission Expires:
November 22, 2005

Janet L. Frase
Notary Public, Janet L. Frase

Attached and made a part of that certain Assignment,
Bill of Sale and Quit Claim of Interest dated effective
the 1st of FEBRUARY, 2002, from T. KEITH MARKS,
as ASSIOR, to TKM RESOURCES, LLC, as ASSIGNEE.

EXHIBIT "A"

State NV, County of Eureka.
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WELL(S): Blaburn Unit

PROPERTIES:

that certain overriding royalty interest retained by AGM
Corporation in U.S. Department of the Interior/BLM's Form 3106-5 "Assignment Affecting Record Title to Oil
and Gas Lease" (Serial No. 11348), executed January 9, 1978, by AGM Corporation to Amoco
Production Company, covering herein described lands in Eureka County, Nevada, and approved effective
April 1, 1978 by Joan N. Won, Acting Chief, Lands & Minerals Operations, BLM

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
T. Keith Marks
02 APR 19 PM 1:59

EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES 16.00

178025

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