

EXHIBIT C

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (The "Assignment"), dated effective as of March 1, 1996, at 7:00 a.m., local time (the "Effective Date"), is from The Harlow Corporation, 119 West 15th Ave., Amarillo, TX 79101 (hereinafter referred to as "ASSIGNOR"), to Willow Pipeline Company, P. O. Box 131, Weatherford, OK 73096 (hereinafter referred to as "ASSIGNEE").

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by ASSIGNOR, ASSIGNOR hereby assigns, grants, bargains, sells and conveys to ASSIGNEE all of ASSIGNOR'S right, title and interest in and to the "OIL AND GAS INTERESTS" as described in Exhibit "A" hereto, INSOFAR AND ONLY INSOFAR as the OIL AND GAS INTERESTS cover the lands identified as the "SUBJECT LANDS" on Exhibit "A" hereto, together with all of ASSIGNOR'S interest in the "SUBJECT WELLS" identified on Exhibit "A" and the fixtures, equipment and personal property located thereon, appurtenant thereto and used in connection therewith.

To the extent of the interest assigned hereunder: (1) all of the oil, gas and other minerals produced and saved after the Effective Date from or attributable to the SUBJECT WELLS and the proceeds therefrom, shall be owned by ASSIGNEE; (2) all the oil, gas and other minerals produced and saved from or attributable to the SUBJECT WELLS prior to the Effective Date, and the proceeds therefrom, shall be owned by ASSIGNOR; (3) all of the costs and expenses (other than ad valorem taxes for the current year) incurred before the Effective Date in the development, operation and maintenance of the SUBJECT WELLS shall be borne and paid by ASSIGNOR; (4) all of the costs and expenses incurred after the Effective Date (including, without limitation, all ad valorem taxes for the current year) in the development, operation and maintenance of the SUBJECT WELLS shall be borne and paid by ASSIGNEE.

This Assignment and Bill of Sale is subject to the provisions of the oil and gas leases affecting the SUBJECT LANDS AND THE SUBJECT WELLS, 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 ASSIGNOR'S interest in the OIL AND GAS INTERESTS and/or the SUBJECT WELLS as of the Effective Date.

From and after the Effective Date, ASSIGNEE shall assume full responsibility for the OIL AND GAS INTERESTS assigned hereunder and the SUBJECT WELLS and shall indemnify and hold ASSIGNOR, his agents, representatives 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 or through ASSIGNEE'S ownership of the assigned OIL AND GAS INTERESTS and the SUBJECT WELLS including, but not limited to, the plugging and abandonment of the SUBJECT WELLS and any necessary environmental remediation.

ASSIGNEE further agrees to indemnify and hold ASSIGNOR, his agents, representatives and assigns from and against any and all environmental remediation costs and expenses hereafter incurred by ASSIGNOR, with respect to the Subject Lands, pursuant to order, regulation or agreement by or with any individual entity or governmental agency of appropriate jurisdiction, including reasonable attorney fees.

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

By execution hereof, ASSIGNEE 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 OIL AND GAS INTERESTS pursuant to leases, operating agreements, contracts, gas and/or oil contracts (if any), instruments and other commitments to which the interests are subject. ASSIGNOR agrees to pay, perform and discharge or cause to be paid, performed and discharged, all obligations and liabilities arising and attributable to times before the Effective Date incurred in the ordinary course of the operation of the OIL AND GAS INTERESTS before the Effective Date pursuant to leases, operating agreements, contracts, gas and/or oil contracts (if any), instruments and other commitments to which the OIL AND GAS INTERESTS are subject, except, however, ASSIGNEE shall be solely responsible for balancing of, or payment for, any gas imbalances which may exist as of the Effective Date.

ASSIGNOR will execute and deliver all such other and additional instruments, notices, releases, acquittances or other documents, and will do all such other acts and things, as may be necessary more fully to assure to ASSIGNEE 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.

Executed as of July 10, 1996, to be effective for all purposes as of the Effective Date.

ASSIGNOR

THE HARLOW CORPORATION

Attest:

Ada S. Sweeney
Asst. Secretary

W. V. Harlow, Jr., Pres.

ASSIGNEE

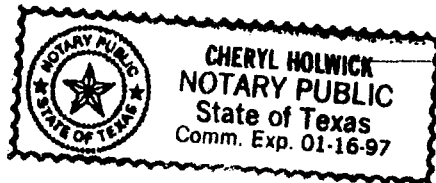
WILLOW PIPELINE COMPANY

Gary Millspaugh
Gary Millspaugh

STATE OF TEXAS)
)
COUNTY OF POTTER)

Before me, the undersigned authority, on this day personally appeared W. V. Harlow, jr., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said The Harlow Corporation, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 10th day of July 1996

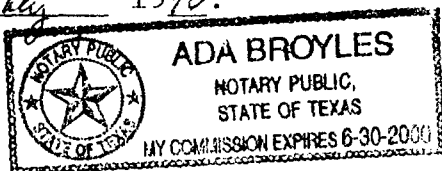


Cheryl Holwick
Notary Public

Oklahoma
STATE OF OKLAHOMA)
)
COUNTY OF Potter)

Before me, the undersigned authority, on this day personally appeared Gary Miller, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Willow Pipeline Company, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 10th day of July 1996.



Ada Broyles
Notary Public

EXHIBIT A

Attached to and made a part of Assignment and Bill of Sale and Conveyance, Dated March 1, 1996, between Willow Pipeline Company, as Assignee, and the Harlow Corporation, as Assignor, covering the purchase and sale of producing and nonproducing properties, White Lake Ranch, Chaves County, New Mexico.

"SUBJECT WELLS"

Wells	Location	W.I. %
Kuchemann 1	NW NW Sec. 30-8S-29E	100%
Kuchemann 3	NE NW Sec. 30-8S-29E	100%
Kuchemann 4	SE NW Sec. 30-8S-29E	100%
Kuchemann 5	SW NE Sec. 30-8S-29E	100%
O'Brien Deming 6-1	SW SW Sec. 6-8S-29E	87.5%
O'Brien Deming 6-2	SE SW Sec. 6-8S-29E	87.5%
O'Brien Deming 13-1	SE SE Sec. 13-8S-28E	93.75%
O'Brien Fee 18-1	SW SW Sec. 18-8S-29E	100%
O'Brien Fee 18-2	SW SE Sec. 18-8S-29E	100%
O'Brien Fee 18-3	SE SW Sec. 18-8S-29E	100%
O'Brien Fee 18-4	NW SW Sec. 18-8S-29E	100%
O'Brien Fee 18-5	NE SW Sec. 18-8S-29E	100%
O'Brien Fee 18-6	NW SE Sec. 18-8S-29E	100%
O'Brien Fee 19-1	SE SW Sec. 19-8S-29E	100%
O'Brien Fee 19-2	SW SE Sec. 19-8S-29E	100%
O'Brien Fee 19-3	SW SW Sec. 19-8S-29E	100%
O'Brien Fee 19-4	NW SW Sec. 19-8S-29E	100%
O'Brien Fee 19-5	NE SW Sec. 19-8S-29E	100%
O'Brien Fee 19-6	NW SE Sec. 19-8S-29E	100%
O'Brien Fee 19-7	NE SE Sec. 19-8S-29E	100%
O'Brien Fee 19-8	SE SE Sec. 19-8S-29E	100%
O'Brien Fee 24-1	NE SE Sec. 24-8S-28E	100%
O'Brien Fee 24-2	NE NE Sec. 24-8S-28E	50%
O'Brien Fee 25-5	SE NE Sec. 25-8S-28E	100%

NO
2-2-96
M. J. K.

SHUTDOWN

McDermott 1	NE SW Sec. 12-8S-28E	100%
Barknecht 1	NE SE Sec. 12-8S-28E	100%
Graves 1	SE NW Sec. 11-8S-28E	100%
O'Brien Deming 17-1	NE NW Sec. 17-8S-29E	100%
O'Brien Lightcap 7-1	NW SW Sec. 7-8S-29E	100%
O'Brien Lightcap 7-2	NE SW Sec. 7-8S-29E	100%