

ASSIGNMENT AND BILL OF SALE
(Of Well Bore Only)

State: New Mexico
County: Lea
Assignor: Hal J. Rasmussen Operating, Inc.
550 W. Texas Avenue, Suite 200
Midland, Texas 79701
Assignee: Vista Services LLC
P.O. Box 758
Eunice, New Mexico 88231
Effective Date: April 1, 2003

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, Assignor assigns, sells, and conveys to Assignee, all of Assignor's right, title, and interests in those well bore (the "Well Bore") identified and described on Exhibit "A" to this Assignment.

For the same consideration, Assignor sells, transfers, and assigns to Assignee all Assignor's interest in all surface and production casing and tubing on, in, and attached to the Well Bore.

It is agreed by the parties hereto that Assignor does not convey any leasehold interest in the lands on which the Well Bore is located.

Assignee agrees, by accepting this Assignment, to assume responsibility for the Well Bore and the risk, cost, and expense of future operations, including the removal of existing storage tanks on the location which have been deemed unusable, and the plugging and abandoning the Well Bore. Assignee agrees to indemnify and hold harmless Assignor, its agents, employees and assigns, from all liability, claims, demands, or causes of action arising out of Assignee's operations in, or use of, the assigned Well Bore, including without limitation the proper plugging and abandonment of the Well Bore.

Assignee further agrees, that Assignor shall have the right to dispose of a maximum of fifty (50) barrels of salt water per month produced from its wells in the area into the assigned well bore, at the going rate charged to other third parties disposing of salt water into said well bore.

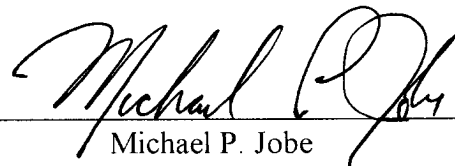
This Assignment is made without warranty of title, express or implied. Assignor makes no warrant as to the quality, quantity, weight, grade, fitness for particular purpose or merchantability of any materials or equipment conveyed by this Assignment and Bill of Sale.

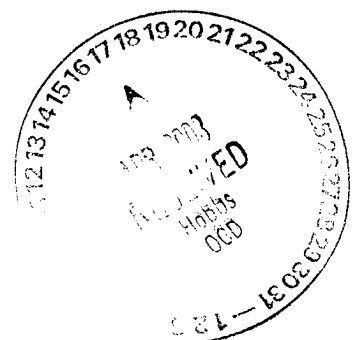
This Assignment is executed by Assignor as of the date of acknowledgment of Assignor's signature below, but is effective for all purposes as of the Effective Date stated above.

Assignor

**HAL J. RASMUSSEN OPERATING,
INC.**

By: _____


Michael P. Jobe
Vice President



Assignee:

VISTA SERVICES, LLC

By: Mike Pilcher
Name: Mike Pilcher
Title: President

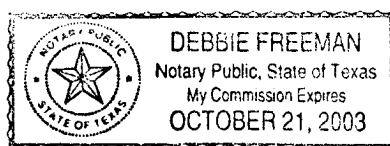
ACKNOWLEDGEMENTS

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

This instrument was acknowledged before me this 10th day of April, 2003, by Michael P. Jobe, Vice President of Hal J. Rasmussen Operating, Inc., a Texas corporation on behalf of said corporation.

My Commission Expires: _____

Debbie Freeman
Notary Public in and for the State of Texas



STATE OF TEXAS §
 §
COUNTY OF Midland §

This instrument was acknowledged before me this 10th day of April, 2003 by Mike Pilcher as President of Vista Services, LLC, a New Mexico limited liability corporation.

My Commission Expires: _____

Debbie Freeman
Notary Public in and for the State of Texas

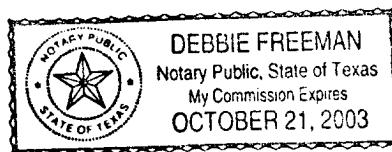


EXHIBIT "A"

To that certain Assignment and Bill of Sale, dated effective April 1, 2003, by and between,
Hal J. Rasmussen Operating, Inc., Assignor, and Vista Service, LLC, Assignee

1. **KAISER STATE #9 SWD, located 1980 feet from the North Line and 1980 feet from the West Line of Section 13, Township 21 South, Range 34 East, N. M. P. M., Lea County, New Mexico.**