

**EXHIBIT B
TO THE SALE AGREEMENT**

FORM OF ASSIGNMENT AND BILL OF SALE

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE, dated and effective this ____ day of _____, 20____, is between **SHERIDAN PRODUCTION COMPANY, LLC**, a Delaware limited liability company (“**SHERIDAN**” or the “**Seller**”), whose address is 9 Greenway Plaza, Suite 1300, Houston, Texas 77046 and _____ (the “**Purchaser**”), whose address is _____.

For and in consideration of _____ US Dollars and other good and valuable consideration in hand paid by the Purchaser, the receipt and sufficiency of which are hereby acknowledged, the Seller does hereby grant, bargain, sell, transfer, assign and convey to the Purchaser all of the Seller's right, title and interest in and to the materials and equipment further described on Exhibit A hereto (the “**Equipment**”).

ALL EQUIPMENT CONVEYED BY THIS ASSIGNMENT AND BILL OF SALE IS SOLD AND DELIVERED BY THE SELLER AND ACCEPTED BY THE PURCHASER ON AN “AS IS” BASIS, IN ITS PRESENT CONDITION WITH ALL FAULTS. THE PURCHASER WAIVES ANY CLAIM IT HAS AGAINST THE SELLER FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY THE EQUIPMENT OR BY ANY DEFECT IN THE EQUIPMENT, USE OR MAINTENANCE OF THE EQUIPMENT OR SERVICING OR ADJUSTMENT TO THE EQUIPMENT. THE PURCHASER REPRESENTS TO THE SELLER THAT THE PURCHASER HAS MADE SUCH INSPECTIONS OF THE EQUIPMENT AS THE PURCHASER DEEMS APPROPRIATE. THE PURCHASER ACKNOWLEDGES THAT THE SELLER HAS NOT MADE, AND THE SELLER EXPRESSLY DISCLAIMS AND NEGATES, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION RELATING TO THE CONDITION OF THE EQUIPMENT: (1) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY; (2) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (3) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS; (4) ANY RIGHTS OF THE PURCHASER AS BUYER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION; (5) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM REDHIBITORY VICIES OR DEFECTS OR OTHER VICIES OR DEFECTS, WHETHER KNOWN OR UNKNOWN; (6) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT; AND (7) ANY IMPLIED OR EXPRESS WARRANTY REGARDING ENVIRONMENTAL LAWS, INCLUDING NATURALLY OCCURRING RADIOACTIVE MATERIAL. THE SELLER EXPRESSLY NEGATES AND DISCLAIMS, AND THE PURCHASER WAIVES AND ACKNOWLEDGES THAT THE SELLER HAS NOT MADE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATING TO THE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO THE PURCHASER BY OR ON BEHALF OF THE SELLER.

THE SELLER NOTIFIES THE PURCHASER THAT THE EQUIPMENT CONTAINS OR MAY CONTAIN HAZARDOUS MATERIALS. THE SELLER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES AS TO WHETHER THE EQUIPMENT CONTAINS HARMFUL OR TOXIC SUBSTANCES OR PERTAINING TO THE EXTENT OR NATURE OF SAME. THE PURCHASER ACKNOWLEDGES THAT THE SELLER HAS REQUESTED THE PURCHASER TO INSPECT FULLY THE EQUIPMENT AND INVESTIGATE ALL MATTERS RELEVANT TO THE EQUIPMENT AND TO RELY SOLELY UPON THE RESULTS OF THE PURCHASER'S OWN INSPECTIONS OR OTHER INFORMATION OBTAINED OR OTHERWISE AVAILABLE TO THE PURCHASER, RATHER THAN ANY INFORMATION THAT WAS PROVIDED BY THE SELLER TO THE PURCHASER. THE RISK THAT ADVERSE PHYSICAL CONDITIONS WERE NOT REVEALED OR DISCOVERED AND ARE NOT DISCOVERABLE BY THE INVESTIGATIONS IS UPON AND WITH THE PURCHASER.

THE PURCHASER ACKNOWLEDGES THAT IT HAS BEEN INFORMED THAT OIL AND GAS PRODUCING FORMATIONS CAN CONTAIN NATURALLY OCCURRING RADIOACTIVE MATERIAL ("NORM"). SCALE FORMATION OR SLUDGE DEPOSITS CAN CONCENTRATE LOW LEVELS OF NORM ON THE EQUIPMENT AND OTHER PROPERTY. THE EQUIPMENT MAY HAVE LEVELS OF NORM ABOVE BACKGROUND LEVELS. A HEALTH HAZARD MAY EXIST IN CONNECTION WITH THE EQUIPMENT BY REASON THEREOF. THEREFORE, THE PURCHASER MAY NEED TO FOLLOW SAFETY PROCEDURES AND OTHER APPLICABLE REGULATIONS WHEN HANDLING THE EQUIPMENT.

THE PURCHASER HEREBY ASSUMES AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE SELLER FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND OR CHARACTER ARISING OUT OF, INCIDENT TO OR IN CONNECTION WITH THE REMOVAL, MAINTENANCE, USE, HANDLING OR RESALE OF THE EQUIPMENT.

This Assignment and Bill of Sale and the transactions contemplated hereby shall be construed in accordance with, and governed by, the laws of the State of Texas, without giving effect to its conflicts of law provisions.

This Assignment and Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

IN WITNES WHEREOF, the undersigned parties have executed this Assignment and Bill of Sale as of the date first above written.

SELLER:

PURCHASER:

SHERIDAN PRODUCTION COMPANY, LLC

By: _____

By: _____

Name:

Name:

Title:

Title:

EXHIBIT A
EQUIPMENT DESCRIPTION