

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

THIS AGREEMENT, CONVEYANCE AND BILL OF SALE ("Assignment"), is from SUN OPERATING LIMITED PARTNERSHIP BY ORYX ENERGY COMPANY ITS MANAGING GENERAL PARTNER, P. O. Box 2880, Dallas, TX 75221, ("Assignor") to FORELAND CORPORATION ("Assignee").

1. Granting Clause Assignors, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, bargain, sell, convey, set over, assign, and transfer unto Assignee all of Assignors' right, title and interest in and to the oil and gas leases and other lease, licenses and orders (the "Leases") described on Exhibit "A" attached hereto and made a part hereof (INSOFAR ONLY as said Leases cover or relate to the lands and depths specifically described on Exhibit "A", together with all of the wells and personal property, fixtures and equipment thereon, or used or obtained in connection therewith, all contracts, exploration agreements, permits, easements, and orders in any way relating to the Leases, the operations conducted thereon or the sale or disposal of hydrocarbons produced therefrom, and all rights appurtenant thereto (the "Interests").

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

2. No Warranty and Effective Time. This Assignment is made without warranty of title or otherwise, express or implied, and is effective as of 7:00 a.m. Central Time on July 1, 1990 (the "Effective Time").

3. Personal Property Disclaimer. ASSIGNORS EXPRESSLY DISCLAIM AND NEGATE AS TO PERSONAL PROPERTY AND FIXTURES (!) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND (!!) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS. By acceptance hereof, Assignee agrees that to the extent required to be operative, the disclaimers of warranties contained herein are "conspicuous" disclaimers for purposes of any applicable law, rule or order.

4. Miscellaneous.

4.1 Assignors hereby grant and transfer 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 Assignors are entitled to enforce with respect to the Interests against Assignors' predecessors in title to the Interests.

4.2 This Assignment is made subject to the terms and conditions of the Leases and to the agreement, orders, restrictions and limitations set forth in Exhibit "A", and to any and all existing royalties, excess royalties, overriding royalty interests, or other payments out of production with which said Leases may be burdened. References herein to liens, encumbrances, agreements and other matters shall not be deemed to ratify or acknowledge any such lien, encumbrance, agreement or other matters, or to create any rights in any third party.

4.3 Unless provide otherwise, all recording references in Exhibit "A" are

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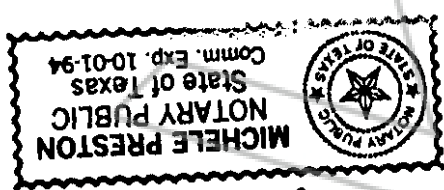
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Michele Preston
Notary Public



On this the 16 day of October, 1990, personally appeared before me, a Notary Public in and for the State of Texas, Lynda J. Binnick, known to me to be the person whose name is subscribed to the within instrument as Attorney-in-fact of ORYX ENERGY COMPANY, as Managing General Partner on behalf of SUN OPERATING LIMITED PARTNERSHIP, and acknowledged to me that he subscribed the name of said partnership thereto as Managing General Partner, and his own name as Attorney-in-fact, freely and voluntarily and for the uses and purposes therein mentioned.

STATE OF Texas)
COUNTY OF Dallas)

ACKNOWLEDGEMENT

BY: [Signature]
Name: LYNDA J. BINNICK
Title: Attorney-in-fact

ASSIGNORS:
SUN OPERATING LIMITED PARTNERSHIP BY
ORYX ENERGY COMPANY ITS MANAGING
GENERAL PARTNER

4.4 Assignee does hereby assume and agree to perform, from and after the Effective Time, all contractual and regulatory obligations of Assignors, (of which run with the interests), arising after the Effective Time under, in connection with or resulting from (i) the ownership or operation of the interests after the Effective Time, (ii) the leases and all prior adjustments thereof, (iii) all joint operating or similar agreements pursuant to which operations are conducted on the interests, and (iv) the agreements, if any, described on Exhibit "A".

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

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

EXHIBIT "A"

NORTH BLOCK

Township 29 North, Range 52 East, MDM, Eureka County, Nevada

Section 3: All

Section 9: NE4

Section 11: W2

Section 15: Lots 1-4, W2E2, W2

Township 30 North, Range 52 East, MDM, Elko County, Nevada

Section 3: Lots 1, 2, S2NE4 (NE4)

Section 5: Lot 2, S2NE4

Section 9: NE4

Section 11: All

Section 15: NE4

Section 21: NE4

Section 23: All

Section 25: All

Section 27: NE4

Section 33: NE4

Section 35: All

SOUTH BLOCK

Township 29 North, Range 52 East, MDM, Elko and Eureka Counties, Nevada

Section 19: NE4

Section 21: NE4

Section 23: W2

Section 27: Lots 1, 2, 3, 4, W2NE4, W2

Section 29: NE4

Section 31: NE4

Section 33: NE4

Section 35: All

Township 28 North, Range 52 East, MDM, Eureka County, Nevada

Section 1: Lots 1, 2, 3, 4, S2N2 (N2)

Section 3: Lots 1, 2, S2NE4 (NE4)

Section 5: Lots 1, 2, S2NE4 (NE4)

Section 7: NE4

Section 9: NE4

Section 11: Lots 1, 2, 5, SW4NE4 (NE4)

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EUREKA COUNTY, NEVADA
M.N. REBATE ATT. RECORDER
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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Jane Louch

RECORDED BK 737 PG 504
JERRY D. REYNOLDS
ELKO CO. RECORDER

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Jane Louch

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