

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

THIS ASSIGNMENT, CONVEYANCE AND BILL OF SALE (this "Assignment"), is from RAMCO-NYL 1987 LIMITED PARTNERSHIP, a Texas limited partnership, and RB OPERATING COMPANY, an Oklahoma corporation, Two Warren Place, 6120 S. Yale, Suite 1700, Tulsa, Oklahoma 74136 ("Assignors") 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 leases, licenses and orders (the "Leases") described on Exhibit "A" attached hereto and made a part hereof IN SO FAR ONLY as said Leases cover or relate to the lands and depths specifically described on Exhibit "A", together with all of the wells and the 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: Effective Time. This Assignment is made without warranty of title or otherwise, express or implied, and is effective as of 7:00 a.m., Local Time on March 1, 1990, (the "Effective Time").

3. Personal Property Disclaimer. ASSIGNORS EXPRESSLY DISCLAIM AND NEGATE AS TO PERSONAL PROPERTY AND FIXTURES (1) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND (2) 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 agreements, 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 matter, or to create any rights in any third party.

4.3 Unless provided otherwise, all recording references in Exhibit "A" are to the real property records of the county in which the Interests are located.

4.4 Assignee does hereby assume and agree to perform, from and after the Effective Time, all contractual and regulatory obligations of Assignors, (or 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.

Assignors:
 RAMCO-NYL 1987 LIMITED PARTNERSHIP,
 a Texas limited partnership

BY: RAMCO HOLDING CORP.,
 General Partner

BY: Rolf N. Hufnagel
 Rolf N. Hufnagel
 Sr. Vice President

an Oklahoma corporation
 RB OPERATING COMPANY



ATTEST:
 Joyce M. Freshwater
 Assistant Secretary

BY: Joyce M. Freshwater
 Joyce M. Freshwater
 Assistant Secretary

STATE OF OKLAHOMA)
) SS.
) COUNTY OF TULSA)

The foregoing instrument was acknowledged before me on this day of March, 1990, by Rolf N. Hufnagel, Sr. Vice President of RAMCO HOLDING CORP., General Partner of RAMCO-NYL 1987 LIMITED PARTNERSHIP, a Texas limited partnership on behalf of RAMCO HOLDING CORP. as General Partner.

[Signature]
 Notary Public



My Commission Expires: March 11, 1992

EXHIBIT "A"

WELL NAME: Foreland #1-27
 WELL NUMBER: 843101
 DESCRIPTION: Sec. 27-29N-52E
 COUNTY/STATE: Elko/Eureka Counties, Nevada

Option Farmout Acreage - Block II Lands

T-29N R-52E
 SEC. 19 NE
 SEC. 21 NE
 SEC. 23 W/2
 SEC. 27 ALL
 SEC. 29 NE
 SEC. 31 NE
 SEC. 33 NE
 SEC. 35 ALL
 T-28N R-52E
 SEC. 1 N/2
 SEC. 3 NE
 SEC. 5 NE
 SEC. 7 NE
 SEC. 9 NE
 SEC. 11 NE

The foregoing reflects those lands subject to that certain agreement dated July 20, 1987. By the terms of this agreement, Reading & Bates Petroleum Co. is entitled to an assignment of interests from Southern Pacific Land Company by Santa Fe Energy company as Managing Agent.

WELL NAME: Southern Pacific Land Co. #1-5
 WELL NUMBER: 842401
 DESCRIPTION: Sec. 5-30N-52E
 COUNTY/STATE: Elko/Eureka Counties, Nevada

Farmout Acreage - Block I Lands

T-29N R-52E
 SEC. 3 ALL
 SEC. 9 NE
 SEC. 11 ALL
 SEC. 15 NE
 SEC. 21 NE
 SEC. 23 ALL
 SEC. 25 ALL
 SEC. 27 NE
 T-30N R-52E
 SEC. 33 NE
 SEC. 35 ALL
 SEC. 3 LOTS 1, 2, S/2 NE

The foregoing reflects those lands subject to that certain agreement dated July 20, 1987.

*Insofar and only insofar as the above leases pertain to those lands lying outside the drillsite spacing units of the Foreland #1-27 and Southern Pacific Land Co. #1-5 wells.

EUREKA COUNTY, NEVADA
M. N. REBALZATI, RECORDER
FILE NO. 134740
FEE \$ 8.05

BOOK 217 PAGE 382
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Jane Louch
90 NOV 19 AM 1:05

RECORDED BY 737
JERRY D. REYNOLDS
ELKO CO. RECORDER
508

INDEXED

FILED FOR RECORD
AT REQUEST OF
Jane Louch
90 OCT 26 P 1:57
FEE 10
FILE # 298770

COPY

[Signature]
Notary Public

[Signature]
My Commission Expires:



The foregoing instrument was acknowledged before me on this
day of *March*, 1990, by ROLF N. HUFNAGEL, Sr.
Vice President of RB OPERATING COMPANY, an Oklahoma corporation.

STATE OF OKLAHOMA)
) SS.
) COUNTY OF TULSA)