

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), effective as of 7:00 a.m., local time at the location of the affected real property, on October 1, 1995 (the "Effective Time"), is made by COMDISCO, INC., COMDISCO EXPLORATION, INC. and COMDISCO RESOURCES, INC., each a Delaware corporation, NBB OIL & GAS PARTNERS (U.S.A.), a general partnership domiciled in the State of Colorado, and ENERGY PARTNERS NOMINEE COMPANY, a Colorado corporation] (collectively "Assignors"), each of whose address is c/o Duncan Energy Company, 1777 South Harrison Street, Suite P-1, Denver, Colorado 80210 to SOUTHWEST GAS SUPPLY, INC., a Michigan corporation, 150 West Jefferson Avenue, Suite 1800, Detroit, Michigan 48226 ("Assignee").

For good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by Assignors, Assignors do hereby grant, bargain, transfer, convey, set over, assign and deliver unto Assignee, its successors and assigns, the following properties, assets, rights and obligations (the "Interests"):

(a) All of Assignors' right, title and interest in and to: (1) the leasehold estates and mineral rights created by the leases, licenses, permits and other agreements described in Part I of Exhibit A attached hereto and made a part hereof (the "Leases"), (2) mineral fee and royalty interests in the lands described in Part II of Exhibit A (the "Mineral Interests"); (3) overriding royalty interests in the lands described in Part III of Exhibit A (the "Overrides") and (4) all other interests, properties and rights of whatever nature (the "Other Interests") insofar and only insofar as the Leases, the Mineral Interests, the Overrides and the Other Interests cover and relate to the land described in Parts I, II and III, respectively, of Exhibit A (the "Land");

(b) All Assignors' interest in the fixtures, personal property and equipment located on the Land or used in the operation thereof, if any, including, without limitation, the wells, well equipment, casing, tanks, boilers, buildings, tubing, pumping units, motors, pipelines, gathering lines, power lines, and all other machinery, equipment, ancillary facilities and improvements used in the operation thereof (all of the foregoing are collectively referred to herein as "Related Assets");

(c) All of Assignors' rights and obligations arising after the Effective Time under any contracts, permits, licenses, servitudes, easements, rights-of-way, orders, gas purchase and sales agreements, crude oil purchase and sale agreements, surface leases, farm-in agreements, farmout agreements, bottom hole agreements, acreage contribution agreements, operating agreements, unit agreements, processing agreements, options, and leases of equipment or facilities which are appurtenant to or used in connection with the ownership or operation of the Land and the Related Assets or with the production, treatment, sale or disposal of water, hydrocarbons or associated substances from the Land and the Related Assets;

5. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS, AND NOT THE LAWS PERTAINING TO CHOICE OR CONFLICT OF LAWS, OF THE STATE OF COLORADO, EXCEPT AS TO MATTERS OF TITLE AND CONVEYANCING WHICH SHALL BE GOVERNED BY THE LAWS OF THE STATE WHERE THE LEASE IS LOCATED.

4. Reference is made to the land descriptions contained in the documents of title recorded as described in Exhibit A. To the extent that any land descriptions on Exhibit A are incorrect or not legally sufficient, the land descriptions contained in the documents so recorded are incorporated by this reference. Unless provided otherwise, all recording references in Exhibit A hereto are to the official real property, oil and gas lease records or conveyance records of the county and state in which the lease is situated.

3. WITH RESPECT TO THOSE PORTIONS OF THE INTERESTS WHICH CONSTITUTE PERSONAL PROPERTY AND FIXTURES, ASSIGNORS EXPRESSLY DISCLAIM AND NEGATE (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS.

2. This Assignment is made without warranty of any kind, whether express or implied; however, Assignors give and grant to Assignee, its successors and assigns, to the extent so transferable, full power and right of substitution and subrogation in and to all covenants and warranties by others heretofore given or made in respect to the interests or any part thereof.

1. This Assignment is made subject to the terms and provisions of the Purchase and Sale Agreement between Assignors and Assignee dated as of September 29, 1995 (the "Agreement"). Notwithstanding anything to the contrary in this Assignment or in the Agreement, the covenants, indemnities and other terms and provisions of this Assignment are in addition to, and not in lieu of, the covenants, indemnities and other terms and provisions set forth in the Agreement, and all covenants, indemnities and other terms and provisions set forth in the Agreement shall remain in full force and effect on and after the date hereof to the extent set forth in the Agreement.

This Assignment is made and accepted subject to the following:

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

(e) Subject to existing contractual obligations with third parties, all of Assignors' rights to Assignors' proprietary seismic data covering the Land, or within 20 miles of the Land, which was developed by Assignors with or without participation by third parties, including, but not limited to, magnetic field tapes and field notes. The transfer by Assignors to Assignee of Assignors' rights to Assignors' proprietary data is made only to the extent transfer thereof is not prohibited by existing contractual obligations with third parties.

(d) Copies of all files, records or data owned by or in the possession or control of Assignors or any affiliate of Assignors and directly relating to or associated with the Land or the Related Assets, including, but not limited to all land, lease, division and transfer orders, prospect and title files and records, pressure data, decline curves and other related matters, but insofar and only insofar as the same are directly related to the Land and only to the extent the transfer thereof is not prohibited by existing contractual obligations with third parties; and

6. Assignee shall bear and pay for and shall assume all obligations under and with respect to the Interests accruing or arising from and after the Effective Time. Assignee shall comply with all current and subsequently amended applicable laws, ordinances, rules, and regulations applicable to the Interests and shall promptly obtain and maintain all permits required by governmental authorities in connection with the Interests.

7. Separate assignments of the Interests may be executed on officially approved forms by Assignors to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. The interests conveyed by such separate assignments are the same, and not in addition to, the interests conveyed herein.

8. This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one assignment. To facilitate recording, a counterpart to be recorded in a given county may contain only those portions of the Exhibits hereto that describe property located in that county. Assignors and Assignee have each retained a counterpart of this assignment with a complete copy of Exhibit A.

Executed on this 30th day of October, 1995, but effective for all purposes as of the Effective Time.

ASSIGNORS:

COMDISCO, INC., a Delaware corporation

By: Richard A. Finocchi
Vice President

COMDISCO EXPLORATION, INC.,
a Delaware corporation

By: Richard A. Finocchi
Vice President



ATTEST:
Jeremiah M. Fitzgerald
Assistant Secretary

(SEAL)



ATTEST:
Jeremiah M. Fitzgerald
Assistant Secretary

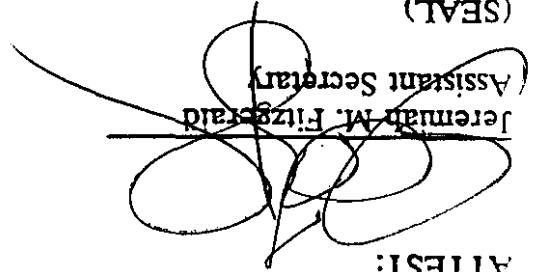
(SEAL)

COMDISCO RESOURCES, INC.
a Delaware corporation

ATTEST:

Jeremiah M. Fitzgerald
Assistant Secretary

(SEAL)

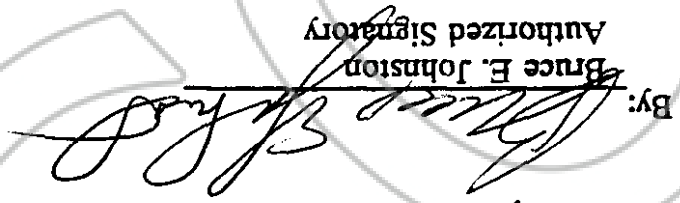


NBB OIL & GAS PARTNERS (U.S.A.),
a Colorado general partnership

By DUNCAN ENERGY COMPANY, a

Colorado general partnership,

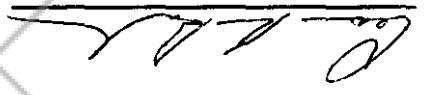
its Attorney-in-Fact

By: 
Bruce E. Johnston
Authorized Signatory

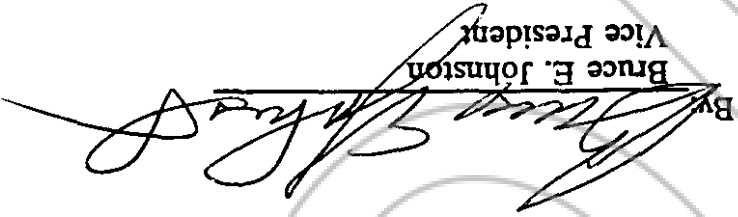
ENERGY PARTNERS NOMINEE COMPANY
a Colorado corporation

ATTEST:

Leon R. Batley
Assistant Secretary



Bruce E. Johnston
Vice President

By: 



STATE OF ILLINOIS
COUNTY OF COOK

)
) ss.
)

(Colorado)

The foregoing instrument was acknowledged before me this 30th day of October, 1995, by Richard A. Finocchi, Vice President of COMDISCO, INC., COMDISCO EXPLORATION, INC. and COMDISCO RESOURCES, INC., each a Delaware corporation. -Witness my hand and official seal.

(Kansas)

The foregoing instrument was acknowledged before me this 30th day of October, 1995, by Richard A. Finocchi, Vice President of COMDISCO, INC., COMDISCO EXPLORATION, INC. and COMDISCO RESOURCES, INC., each a Delaware corporation, on behalf of the corporations.

(Montana, Nevada and Texas)

This instrument was acknowledged before me on October 30, 1995, by Richard A. Finocchi, as Vice President of COMDISCO, INC., COMDISCO EXPLORATION, INC. and COMDISCO RESOURCES, INC., each a Delaware corporation.

(North Dakota)

On this 30th day of October in the year 1995, before me personally appeared Richard A. Finocchi, known to me to be the Vice President of COMDISCO, INC., COMDISCO EXPLORATION, INC. and COMDISCO RESOURCES, INC., the corporations described in and that executed the within instrument, and acknowledged to me that such corporations executed the same.

(Oklahoma)

Before me, a notary public, in and for said state, on this 30th day of October, 1995, personally appeared Richard A. Finocchi, to me known to be the identical person who subscribed the name of the makers thereof to the foregoing instrument as their Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of COMDISCO, INC., COMDISCO EXPLORATION, INC. and COMDISCO RESOURCES, INC., each a Delaware corporation.

(Utah)

The foregoing instrument was acknowledged before me this 30th day of October, 1995, by Richard A. Finocchi, Vice President of COMDISCO, INC., COMDISCO EXPLORATION, INC. and COMDISCO RESOURCES, INC., each a Delaware corporation.

(Wyoming)

The foregoing instrument was acknowledged before me by Richard A. Finocchi, Vice President of COMDISCO, INC., COMDISCO EXPLORATION, INC. and COMDISCO RESOURCES, INC., each a Delaware corporation, this 30th day of October, 1995.

COPY

(NOTARY SEAL)

OFFICIAL SEAL
GEORGINA PARRA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. NOV. 30, 1998

My commission expires

Residing at:

Ms. Georquina Parra
Name: Georquina Parra
Notary Public in and for the
State of Illinois

The foregoing instrument was acknowledged before me this 30th day of October, 1995, by Bruce E. Johnston, Authorized Signatory of Duncan Energy Company, a Colorado general partnership, as attorney-in-fact for NBB OIL & GAS PARTNERS (U.S.A.), a Colorado general partnership.

(Utah)

Before me, a notary public, in and for said state, on this 30th day of October, 1995, personally appeared Bruce E. Johnston, Authorized Signatory of Duncan Energy Company, a Colorado general partnership, to me known to be the identical person who subscribed the name of the maker thereto to the foregoing instrument as its attorney-in-fact and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of both NBB OIL & GAS PARTNERS (U.S.A.), a Colorado general partnership and Duncan Energy Company, a Colorado general partnership, for the uses and purposes therein set forth.

(Oklahoma)

On this 30th day of October in the year 1995, before me personally appeared Bruce E. Johnston, known to me to be the person who is described in and who executed the within and foregoing instrument, as Authorized Signatory of Duncan Energy Company, a Colorado general partnership, as attorney-in-fact for NBB OIL & GAS PARTNERS (U.S.A.), a Colorado general partnership, and acknowledged to me that he subscribed the name of NBB Oil & Gas Partners (U.S.A.) thereto as principal, the name of Duncan Energy Company as attorney-in-fact and his own name as Authorized Signatory of Duncan Energy Company.

(North Dakota)

This instrument was acknowledged before me on this 30th day of October, 1995, by Bruce E. Johnston, as Authorized Signatory of Duncan Energy Company, a Colorado general partnership, as attorney-in-fact for NBB OIL & GAS PARTNERS (U.S.A.), a Colorado general partnership.

(Montana, Nevada and Texas)

The foregoing instrument was acknowledged before me this 30th day of October, 1995, by Bruce E. Johnston, Authorized Signatory of Duncan Energy Company, a Colorado general partnership, as attorney-in-fact for NBB OIL & GAS PARTNERS (U.S.A.), a Colorado general partnership, on behalf of both partnerships.

(Kansas)

The foregoing instrument was acknowledged before me this 30th day of October, 1995, by Bruce E. Johnston, Authorized Signatory of Duncan Energy Company, a Colorado general partnership, as attorney-in-fact for NBB OIL & GAS PARTNERS (U.S.A.), a Colorado general partnership. Witness my hand and official seal.

(Colorado)

STATE OF COLORADO
COUNTY OF DENVER

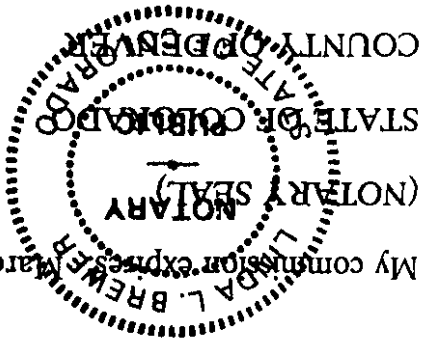
)
(ss.)
)

The foregoing instrument was acknowledged before me by Bruce E. Johnston, attorney-in-fact for NBB OIL & GAS PARTNERS (U.S.A.), a Colorado general partnership, as Authorized Signatory of Duncan Energy company, a Colorado general partnership, in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

(Wyoming)

Linda L. Brewer
Linda L. Brewer
Notary Public in and for the
State of Colorado
Residing at:
1777 South Harrison St., P-1
Denver, CO 80210

My commission expires March 12, 1996



)
) ss.
)

(Colorado)

The foregoing instrument was acknowledged before me this 30th day of October, 1995, by Bruce E. Johnston, Vice President of ENERGY PARTNERS NOMINEE COMPANY, a Colorado corporation. Witness my hand and official seal.

(Kansas)

The foregoing instrument was acknowledged before me this 30th day of October, 1995, by Bruce E. Johnston, Vice President of ENERGY PARTNERS NOMINEE COMPANY, a Colorado corporation, on behalf of the corporation.

(Montana, Nevada and Texas)

This instrument was acknowledged before me on October 30, 1995, by Bruce E. Johnston, as Vice President of ENERGY PARTNERS NOMINEE COMPANY, a Colorado corporation.

(North Dakota)

On this 30th day of October in the year 1995, before me personally appeared Bruce E. Johnston, known to me to be the Vice President of the corporation described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

Before me, a notary public, in and for said state, on this 30th day of October, 1995, personally appeared Bruce E. Johnston, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of ENERGY PARTNERS NOMINEE COMPANY, a Colorado corporation.

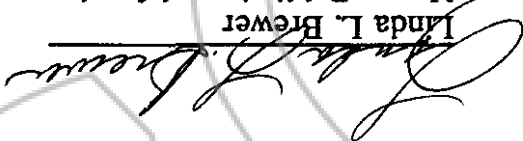
(Oklahoma)

The foregoing instrument was acknowledged before me this 30th day of October, 1995 by Bruce E. Johnston, Vice President of ENERGY PARTNERS NOMINEE COMPANY, a Colorado corporation.

(Utah)

The foregoing instrument was acknowledged before me by Bruce E. Johnston, Vice President of ENERGY PARTNERS NOMINEE COMPANY, a Colorado corporation, this 30th day of October, 1995.

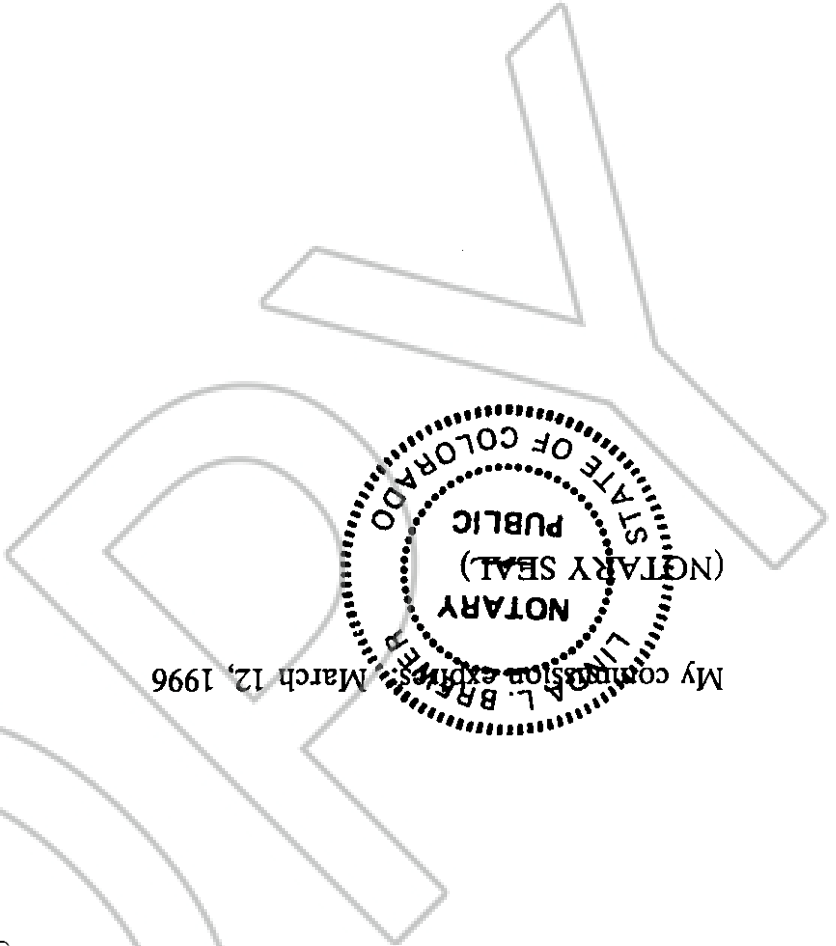
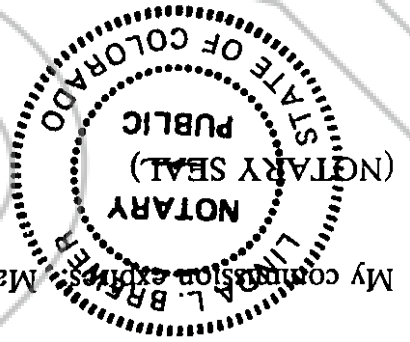
(Wyoming)



Linda L. Brewer
Notary Public in and for the
State of Colorado

Residing at:
1777 South Harrison St., P-1
Denver, CO 80210

My commission expires March 12, 1996



PREAMBLE TO

EXHIBIT A

1. Lessor Identification.

- a. USA and BIA. The full name of the lessor for leases issued by the United States of America has been abbreviated as "USA". Leases issued by the Bureau of Indian Affairs, the various Indian tribes or Tribal leasing authorities are identified by the abbreviation "BIA". These abbreviations are followed by the lease number assigned by the relevant lessor, e.g., USA-C-24617.

- b. M, ORR and R. References under Lessor category to M, ORR and R followed by a number have the following meanings:

M--Mineral interest.

ORR--Overriding royalty interest.

R--Royalty interest.

2. Recording Information. In cases where two numbers appear for "Recording Information," the first number refers to the book or volume number and the second number refers to the page or document number. In cases where only one number is listed, the number refers to a document or instrument number.

Recording information for the M (mineral interest), ORR

(overriding royalty interest) and royalty interest) tracts are not provided in all cases because the purpose of the conveyance is to convey all of assignors' interest under the described lands and not to be limited to a specific lease or deed reference.

Recording information is sometimes repeated due to a computer program that lists recording information for each tract.



SEC. 2: LOTS 1, 2, 5-9, SW/4NE/4, S/2NW/4, SW/4, W/2SE/4

127N-R52E

DESCRIPTION: Tract 001

PROSPECT: EUREKA COUNTY SPREAD
 LEASE NUMBER: 285105
 LESSOR: USA N-55208
 LESSEE: ENERGY PARTNERS NOMINEE CO
 LEASE DATE: 01/01/1992
 EFFECTIVE DATE: 01/01/1992
 RECORDING DATA: Tract 001 BK 233, PG 079
 State NEVADA
 County EUREKA

PROSPECT: DIAMOND VALLEY 28-2-510
 LEASE NUMBER: 285108
 LESSOR: USA N-57713
 LESSEE: ENERGY PARTNERS NOMINEE CO
 LEASE DATE: 10/01/1993
 EFFECTIVE DATE: 10/01/1993
 RECORDING DATA: Tract 001 BK 254, PG 549
 State NEVADA
 County EUREKA

DESCRIPTION: Tract 001

T22N-R54E, MDM

SEC. 22: ALL

SEC. 27: ALL

SEC. 28: S/2

SEC. 34: ALL

PROSPECT: DIAMOND VALLEY 28-2-510
 LEASE NUMBER: 285109
 LESSOR: USA N-57712
 LESSEE: ENERGY PARTNERS NOMINEE CO
 LEASE DATE: 10/01/1993
 EFFECTIVE DATE: 10/01/1993
 RECORDING DATA: Tract 001 BK 254, PG 552
 State NEVADA
 County EUREKA

DESCRIPTION: Tract 001

T22N-R54E, MDM

SEC. 9: ALL

SEC. 10: ALL

SEC. 15: ALL

PROSPECT: DIAMOND VALLEY 28-2-510
 LEASE NUMBER: 285110
 LESSOR: USA N-57711
 LESSEE: ENERGY PARTNERS NOMINEE CO
 LEASE DATE: 10/01/1993
 EFFECTIVE DATE: 10/01/1993
 RECORDING DATA: Tract 001 BK 254, PG 555
 State NEVADA
 County EUREKA

DESCRIPTION: Tract 001

T22N-R54E, MDM

SEC. 3: LOTS 1-4, S/2N/2, S/2

SEC. 4: LOTS 1-4, S/2N/2, S/2

SEC. 5: LOTS 1-4, S/2N/2, S/2

SEC. 6: LOTS 1-6, S/2NE/4, SE/4

PROSPECT: DIAMOND VALLEY 28-2-510
 LEASE NUMBER: 285111
 LESSOR: USA N-57710
 LESSEE: ENERGY PARTNERS NOMINEE CO
 LEASE DATE: 10/01/1993
 EFFECTIVE DATE: 10/01/1993
 RECORDING DATA: Tract 001 BK 254, PG 558
 State NEVADA
 County EUREKA

DESCRIPTION: Tract 001

T22N-R53E, MDM

SEC. 13: ALL (PRO DIA 166)

BOOK 290 PAGE 001

OFFICIAL RECORDS
 RECORDED AT THE REQUEST OF
Duncan Energy
 95 NOV 27 AM 8: 51

EUREKA COUNTY NEVADA
 M.M. REBALZATI, RECORDER
 FEES 18.00

BOOK 290 PAGE 012
 159926

Return to:
 DUNCAN ENERGY COMPANY
 Penthouse One
 1777 So. Harrison Street
 Denver, Colorado 80210
Attn - Karen Stennett