

176377

STATE OF NEVEDA
COUNTY OF EUREKA

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

THIS ASSIGNMENT, CONVEYANCE AND BILL OF SALE (this "*Assignment*"), effective as of 12:01 a.m. local time where the Properties (as defined below) are located, on January 1, 2001 (the "*Effective Time*"), is made from OXY USA Inc., a Delaware corporation, whose address is 5 Greenway Plaza, Suite 400, Houston, Texas 77046-0504 ("*Assignor*") to OXY USA WTP LP, a Delaware limited partnership, whose address is 6 Desta Drive, Suite 6000, Midland, Texas 79705-5505 ("*Assignee*").

**ARTICLE I
GRANTING AND HABENDUM CLAUSES**

1.1 Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant, bargain, sell, transfer, convey, assign and deliver unto Assignee of Assignor's right, title, and interest in and to the following property (collectively, such interest shall be referred to as the "*Property or Properties*"):

(a) oil and gas leases, fee land, royalty interests, overriding royalty interests, mineral interests, production payments, net profits interests described in Exhibit A attached hereto together with all rights that arise by operation of law or otherwise in all properties and lands unitized, communitized or pooled with the properties described in Exhibit A (collectively, the "*Mineral Properties*"), including all production attributable to the foregoing;

(b) unitization, communitization and pooling declarations, orders, and similar agreements (including all units formed by voluntary agreement and those formed under the rules, regulation orders or other official acts of any Governmental Authority having jurisdiction) to the extent they relate to any such Mineral Properties;

(c) production sales contracts, processing contracts, gathering contracts, transportation contracts, farm-in and farm-out contracts, areas of mutual interest, balancing contracts, operating agreements, and other contracts to the extent they relate to any of the Mineral Properties or the production, handling or transportation of production attributable to such Mineral Properties;

(d) easements, rights-of-way, surface leases, sub-surface leases, licenses and permits and other agreements, rights or interests relating to the use or ownership of surface or subsurface property and structures that are used in connection with ownership or operation

of the Mineral Properties or the production, handling or transportation of production attributable to such Mineral Properties;

(e) all personal property, improvements, fixtures, wells (whether producing, shut-in, injection, disposal, water supply or plugged and abandoned), tanks, boilers, buildings, machinery, equipment, pipelines, utility lines, imbalances (production, gathering, transportation, pressing or otherwise), suspense funds, water rights, roads, permits, licenses and other appurtenances, to the extent the same are situated upon, and used or held for use by Assignor in connection with the ownership, operation, maintenance or repair of, the Mineral Properties or the production, handling or transportation of production attributable to such Mineral Properties;

(f) all original files, records, and data regarding the Mineral Properties, including without limitation title records, geological and geophysical information that can be transferred without the consent of or payment to any third party, leases, assignments, contracts, correspondence, production records, logs, core data, pressure data, decline curves, production curvewend accounting records (the "Files"); and

(g) all oil, distillate, condensate, casinghead gas or other liquid or vaporous hydrocarbons, carbon dioxide or other minerals (collectively the "Hydrocarbons") produced from or attributable to the Mineral Properties from or after the Effective Time;

LESS AND EXCEPT, and Assignor hereby retains all of Assignor's right, title and interest in and to the following collectively the "Excluded Assets"):

(a) all corporate, financial, tax and legal (other than title) records of Assignor;

(b) all geologic and geophysical data that cannot be transferred without the consent of or payment to any third party and interpretations thereof;

(c) all refund of costs, taxes or expenses borne by Assignor or assignor's predecessors in title attributable to the period prior to the Effective Time;

(d) all and all proceeds from the settlements of contract disputes with purchasers of Hydrocarbons from the Mineral Properties, including without limitation settlement of take-or-pay disputes, insofar as said proceeds are attributable to periods of time prior to the Effective Time; and

(e) all accounts receivable with respect to the Mineral Properties or Hydrocarbons attributable to periods of time prior to the Effective Time;

TO HAVE AND TO HOLD the Properties unto Assignee and its successors and assigns, forever, subject to the terms and conditions set forth herein.

ARTICLE II
SOCIAL WARRANTY AND DISCLAIMERS

2.1 No Warranty. This Assignment is made without warranty of title of any kind or character, express, implied or statutory.

2.2 Disclaimer- Representations and Warranties. ASSIGNEE ACKNOWLEDGES AND AGREES THAT THE PROPERTIES ARE ASSIGNED AND CONVEYED FROM ASSIGNOR TO ASSIGNEE WITHOUT WARRANTY, EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, AND (B) ASSIGNOR MAKES NO WARRANTY, EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, WITH RESPECT TO THE PROPERTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS ASSIGNMENT, ASSIGNOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES ASSOCIATED WITH THE PROPERTIES, EXPRESS, STATUTORY, IMPLIED OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, (I) WARRANTY OF TITLE, (II) EXISTENCE OF ANY AND ALL PROSPECTS, (III) GEOGRAPHIC, GEOLOGIC OR GEOPHYSICAL CHARACTERISTICS ASSOCIATED WITH ANY AND ALL PROSPECTS, (IV) EXISTENCE, QUALITY, QUANTITY OR RECOVERABILITY OF HYDROCARBONS ASSOCIATED WITH SUCH PROPERTIES, (V) COSTS, EXPENSES, REVENUES, RECEIPTS, ACCOUNTS RECEIVABLE, ACCOUNTS PAYABLE, SUSPENSES AND PRODUCT IMBALANCES ASSOCIATED WITH SUCH PROPERTIES, (VI) CONTRACTUAL, ECONOMIC OR FINANCIAL INFORMATION AND DATA ASSOCIATED WITH SUCH PROPERTIES, (VII) CONTINUED FINANCIAL VIABILITY OR PRODUCTIVITY OF SUCH PROPERTIES, (VIII) ENVIRONMENTAL OR PHYSICAL CONDITION OF SUCH PROPERTIES, (IX) FEDERAL, STATE, LOCAL OR TRIBAL INCOME OR OTHER TAX CONSEQUENCES ASSOCIATED WITH SUCH PROPERTIES, (X) AWARENESS OF PATENT OR LATENT DEFECTS, (XI) SAFETY, (XII) STATE OF REPAIR, (XIII) MERCHANTABILITY, (XIV) CONFORMITY TO MODELS, (XV) ANY RIGHTS OF ASSIGNEE UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, (XVI) WARRANTY OF FREEDOM FROM PATENTS OR TRADEMARK INFRINGEMENT, (XVII) WARRANTIES EXISTING UNDER APPLICABLE LAW NOW OR HEREAFTER IN EFFECT, AND (XVIII) FITNESS FOR A PARTICULAR PURPOSE. ASSIGNEE AGREES THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION ARE CONSPICUOUS DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

ARTICLE III
MISCELLANEOUS

3.1 Further Arranges. Assignor, without further consideration, covenants and agrees to execute and deliver to assignee all such other and additional assignments, instruments and other documents and to do all such other acts and things as may be reasonably necessary to effectively vest in Assignee beneficial record title to all of the Properties and the respective rights and interests herein granted or intended to be granted, and, if applicable, to put Assignee in actual possession of the Properties.

3.2 Assumption. Assignee expressly assumes and shall timely perform and discharge all duties and obligations of owner of the Properties that are attributable to the period of time on and after the Effective Time, including without limitation obligations with respect to the terms of the leases and contracts affecting the Mineral Properties, imbalances and suspense funds, payment of and liability for the proportionate share of costs and expenses attributable to such Properties associated with the plugging and abandonment of all wells, equipment and facilities, the remediation and restoration of all well equipment and facilities, and compliance with all environmental laws (including any remediation activities attributable to the ownership and operation of such Properties).

3.3 Counterparts. 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 together shall constitute one Assignment.

3.4 Successors and Assigns. This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

3.5 Government Assignment. Separate assignments may be executed on officially approved forms by Assignor in favor of Assignee in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, rights, titles, powers and privileges set forth herein as fully as though they were set forth in each such assignment. In the event of any conflict between the terms of this Assignment and such other assignments, the terms of this Assignment shall govern and control.

3.6 Headings. The titles and headings set forth in this Assignment have been included solely for ease of reference and may not be considered in the interpretation or construction of this Assignment.

3.7 Governing Law. This Agreement shall be governed by and construed in accordance with and enforced under the Laws of the State of Texas and the United States of America, except to the extent the Laws of another jurisdiction are mandatorily applicable.

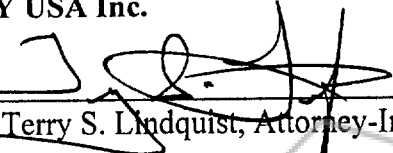
3.8 Recording. To facilitate recording or filing of this Assignment, the counterpart to be recorded in a given county may contain only that portion of the exhibits that describe Property located in that county. Assignor and Assignee have each retained a counterpart of this Assignment with complete exhibits.

[signature pages follow]

Executed this 31st day of January 2001, but effective for all purposes as of the Effective Time.

ASSIGNOR:

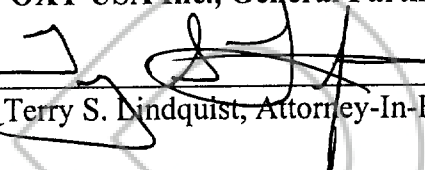
OXY USA Inc.

By: 
Terry S. Lindquist, Attorney-In-Fact

ASSIGNEE:

OXY USA WTP LP

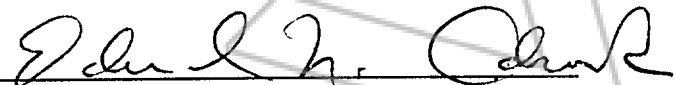
BY: OXY USA Inc., General Partner

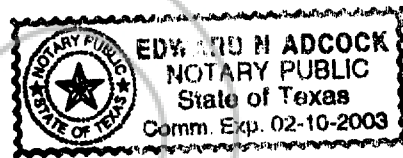
By: 
Terry S. Lindquist, Attorney-In-Fact

STATE OF TEXAS
COUNTY OF MIDLAND

The foregoing instrument was acknowledged before me on this the 3rd day of January 2001,
by Terry S. Lindquist, Atney-In-Fact on behalf of OXY USA Inc., a Delaware corporation.

My Commission Expires
February 10, 2003

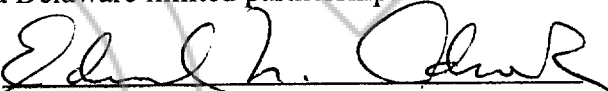

Edward N. Adcock, Notary Public in and for
the State of Texas



STATE OF TEXAS
COUNTY OF MIDLAND

The foregoing instrument was acknowledged before me on this the 3rd day of January 2001,
by Terry S. Lindquist, Atney-In-Fact on behalf of OXY USA Inc., a Delaware corporation acting
as General Partner for OXY USA WTP LP, a Delaware limited partnership.

My Commission Expires
February 10, 2003


Edward N. Adcock, Notary Public in and for
the State of Texas

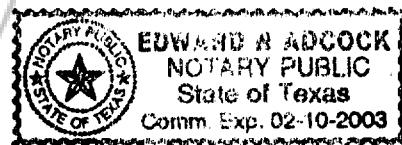


Exhibit "A"

Attached to and made a part of that certain Assignment, Conveyance and Bill of Sale dated January 3rd, 2001, by and between OXY USA Inc., as "Assignor" and OXY USA WTP L.P., as "Assignee"

| OxyNo | FileNo | Lessor | Lessee | DATE | Recording | County State |
|-------------|--------|------------------------|--------------------------------------|------------|-----------|-------------------|
| 62700546 | | ROCK INVESTMENTS, INC. | EASTWOOD MINERALS AND ENERGY COMPANY | 05/28/1991 | NA | EUREKA COUNTY, NV |
| Company Fee | | | | | | |

EK 340 PAGE 504
 FICIAL RECORDS
 REC'D AT THE REQUEST OF
OXY USA Inc
 MAR 21 PM 1:50

EUREKA COUNTY NEVADA
 M.N. BALEATI, RECORDER
 FNO. FEES 13⁰⁰

17637

BOOK 340 PAGE 510