

ASSIGNMENT
AND
BILL OF SALE

FORELAND CORPORATION, 2561 South 1560 West, Suite 200, Woods Cross, UT, 84087 hereinafter referred to "Assignor," for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, does hereby assign and convey, WITHOUT WARRANTIES OR COVENANTS OF TITLE, EITHER EXPRESS OR IMPLIED unto WINN EXPLORATION Co. Inc., 19th Floor N. Tower, 800 N. Shoreline, Corpus Christi TX 78401 hereinafter referred to as "Assignee," all of Assignor's right, title and interest in and properties described in Exhibit "A," attached hereto and made a part hereof, including, but limited to all of Assignor's right, title and interest in, to and under the following (the "Assets")

(a) The oil and other mineral leasehold interests described in Exhibit "A" attached hereto and made a part hereof, insofar as such cover and affect the lands, substances and depths described in Exhibit "A";

(b) The well equipment and facilities located on the lands described in Exhibit "A" or for use directly in the operation of the interests described in Exhibit "A";

(c) Oil, condensate, natural gas liquid produced after the Effective Date, inventory, including "line fill" inventory below the pipeline connection in tanks, attributable to the interests described in Exhibit "A";

(d) All contracts and agreements concerning the interests described in Exhibit "A";

(e) All surface use agreements, easements, rights of way, licenses, authorizations, permits, and similar rights and interests applicable to, or used or useful in connection with, any or all of the interests described in Exhibit "A". However, Assignor expressly retains the right to use such surface use agreements, easements, rights of way, licenses, authorizations, permits, and similar rights and interests in the event and to the extent such rights relate to the leasehold or mineral rights or interests described in Exhibit "A" where Assignor retains any rights or interests.

Equipment, well and personal property located on or used directly in the operation of the Assets are sold AS IS / WHERE IS, AND WITHOUT WARRANTY OF MERCHANTABILITY, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE, EITHER EXPRESS OR IMPLIED.

From and after Effective Date, Assignee agrees to comply with any and all laws, ordinances, rules and regulations with respect to the Assets, including the abandonment of wells and/or abandonment of the personal property covered herein including, where applicable, ordinances, laws, rules and regulations governing the plugging of wells, the compliance with laws or rules regarding inactive or unplugged wells, including bonding requirements, and the use of explosives in shooting out of casing and tubing. Assignee hereby releases Assignor from any and all responsibility and liability for the plugging and abandonment of wells and/or personal property. Assignee agrees that it shall properly obtain and maintain all permits required by public authorities on the Assets contained herein. Assignee agrees to restore the surface of the land included within the Assets as nearly as possible to its prelease condition when use and operation on that part of the land is completed. Assignee agrees to perform the aforesaid operations at its sole expense, to be solely responsible for damages in connection therewith and to hold Assignor harmless therefrom after Effective Date. Assignee agrees to protect, defend, indemnify and hold Assignor and its employees free and harmless from and against any and all costs, expenses, damages, claims, losses, liabilities, demands and causes of action of every kind and character, including but not limited to pollution and environmental claims arising out of, or in connection with the Assets, plugging requirements or exceptions thereto including bonding requirements, arising out of or in connection with Assignee's or third party(s) operations on said Assets, from and after Effective Date, regardless of whether the liability therefore is based upon an alleged act or omission of Assignor or Assignee, or of some third party or any combination thereof.

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

The terms and cutions contained herein shall constitute covenants running with the land, and shall be binding in, and for the benefit of, the respective successors and assigns of Assignor and Assignee

This Assignmentd Bill of Sale shall be effective as of March 7, 2002 at 7:00 a.m. local time where the Assets located.

EXECUTED THIS 6th of March 2002.

ASSIGNOR:

FORELAND CORPORATION

By: Bruce C. Decker

Title: President

ASSIGNEE:

WINN EXPLORATION CO., INC.

By: Walter W. Calley

Title: Vice President

STATE OF UTAH) (

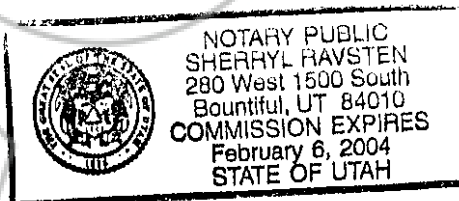
COUNTY OF DAVIS) (

On this the 6 day of Mar 2002, personally appeared before me, a Notary Public in and for the State of U, Bruce C. Decker, known to me to be the person whose name is subscribed to the wit instrument as President of FORELAND CORPORATION, and acknowledged to me the subscribed the name of said partnership thereto as Managing General Partner, and his own ne as President, freely and voluntarily and for the uses and purposes therein mentioned.

Sherryl Ravsten
Notary Public

My Commission Expire:

2-6-04



BOOK 346 PAGE 332

STATE OF TEXAS)(

COUNTY OF NUECES)(

On this the 11th day of MARCH 2002, personally appeared before me, a Notary Public in and for the State of Texas, MICHAEL W. CALLEY, known to me to be the person whose name is subscribed to within instrument as Vice Pres. of WINN EXPLORATION, and acknowledged to me that he subscribed the name of said partnership thereto as Managing General Partner, and his own name as Vice Pres., freely and voluntarily and for the uses and purposes therein mentioned.

Delia M. McGrath
Notary Public,
State of Texas

My Commission Expires
8-31-05



BOOK 346 PAGE 333

EXHIBIT "A"

Attached to and Made Part of
ASSIGNMENT AND BILL OF SALE

EUREKA COUNTY, NEVADA

LEASE AGREEMENTS (OIL AND GAS OR SURFACE)

SOUTHERN PACIFIC 5, #1-5R

FORELAND LEASE NO: NV-002-000044, BRAVO #2
LESSOR: Bravo Oil Company, a Texas Corporation
LESSEE: Foreland Corporation
LEASE DATE: 12/01/82
RECORDING DATA: MEMO OF OIL & GAS LEASE RECORDED:
BOOK 212, PAGE 243 - Official Records of Eureka County,
Nevada
DESCRIPTION: Lot 1 Section 5-T30N-R52E.

FOOTNOTE REFERENCES:

Subject to Farm and Option Farmout Agreement dated January 9, 1987, as amended, by and between Sun Operating Limited Partnership, Reading & Bates Petroleum Co. and Foreland Corporation. DC-20057

Subject to Memorandum of Operating Agreement and Financing Statement recorded Book 163, Page 28 of the Eureka County, Nevada records DC-20057.

Subject to Letter Intent dated August 21, 1986 by and between Lane Lasrich et al and Sun Exploration and Production Company. DC-20057.

Subject to Operating Agreement dated July 20, 1987 by and between Foreland Corporation as Operator and Sun Operating Limited Partnership as Non-Operator.

Subject to Assignment and Bill of Sale dated June 17, 1991 by and between Sun Operating Limited Partnership as Assignor and Foreland Corporation as Assignee

BOOK 346 PAGE 334

BOOK 346 PAGE 331
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Winn Exploration
02 MAR 18 PM 3:27
EUREKA COUNTY NEVADA
H.N. REBALEATI, RECORDER
FILE NO. FEES 18⁰⁰

177869

COPY

BOOK 346 PAGE 335