

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE

110589

FORM APPROVED
GMS NO. 1004-0034
Expires: August 31, 1985

Lease Serial No.

B-42869

Lease effective date

March 1, 1986

FOR BLM OFFICE USE ONLY

New Serial No.

H-46695

PART I

1. Assignee's Name

Foreland Corporation, a Nevada corporation

Address (include zip code)

2668 Grant Avenue
Ogden, Utah 84401

The undersigned, as owner of 100 percent of the record title of the above-designated oil and gas lease, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment

Township 29 North, Range 52 East MDM
Section 16: E/2
Section 28: all
Section 34: W/2

Containing 1280.00 acres more or less
Eureka County, Nevada

Assignment concerns as to lands described below

SAME AS ITEM 2

This Assignment is made without warranty of title express or implied. See attached Rider for limitation on term of assignment and reassignment provision.

Approval does not warrant that either party to this transfer holds legal or equitable title to this lease.

- | | |
|---|--------------|
| 3. Specify interest or percent of assignor's record title interest being conveyed to assignee | 100 |
| 4. Specify interest or percent of record title interest being retained by assignor, if any | None |
| 5. Specify overriding royalty being reserved by assignor | 6% of 8/3ths |
| 6. Specify overriding royalty previously reserved or waived, if any | None |
| 7. If any payments out of production have previously been created out of this lease, or if any such payments are being reserved under this assignment, attach statement giving full details as to amount, method of payment, and other pertinent terms as provided under 43 CFR 3106. | |

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 28 day of Jan. 19 87.

Paul F. Sawyer

Paul F. Sawyer
(Assignor's Signature)

693 Dublin Drive

(Assignor's Address)

Lynn A. Sawyer, Spouse

Lynn A. Sawyer

Hartford, Wisconsin 53027

(City) (State) (Zip Code)

Title 43 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

THE UNITED STATES OF AMERICA

Assignment approved effective APR 01 1987

By *Wayne M. Hansen*

(Authorized Officer)

Acting Chief, Branch of Lands
& Minerals Operations

(Title)

JUN 01 1987

(Date)

NOTE: This form may be reproduced provided that copies are exact reproductions of the original on all sides of this official form as accordance with provisions of 43 CFR 3106.

PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT the assignee and all other parties in interest (as defined in 43 CFR 3100.0-5(b)) in this assignment are:

1. Citizens of the United States or qualified alien stockholders in a domestic corporation; associations of the United States; or any State or Territory thereof; or municipalities.
 2. Of the age of majority in the State where the lands to be assigned are located.
 3. In compliance with the acreage limitation set forth in 43 CFR 3101.1-5 and 3101.2-4.
- B. ASSIGNEE AGREES That, upon approval of this assignment by the authorized officer of the Bureau of Land Management, he will be bound by the terms and conditions of the lease described herein as to the lands covered by this assignment, including, but not limited to, the obligation to pay all rentals and royalties due and accruing under said lease, to condition all wells for proper abandonment, to restore the leased lands upon completion of any drilling operations as prescribed in the lease, and to furnish and maintain such bond or may be required by the lessor to assure compliance with the terms and conditions of the lease and the applicable regulations.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of undersigned's knowledge and belief and are made in good faith.

Executed this 13 day of March, 1957.

ORELAND CORPORATION

by: Howard Steele
Grant Steele (Assignee's Signature)
President

2668 Grant Ave.

(Assignee's Address)

Ogden, Utah 84401

(City)

(State)

(Zip Code)

Title 18 U.S.C., Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

INSTRUCTIONS

1. USE OF FORM - Use only for assignment of record title interest in oil and gas leases. If more than one assignment is made out of a lease, a separate instrument of transfer is required for each assignment. A separate instrument of assignment shall be used for each lease out of which an assignment is made.
2. FILING AND NUMBER OF COPIES - File three (3) completed and manually signed copies in the appropriate BLM office. A \$25.00 nonrefundable filing fee must accompany the assignment. File assignment within ninety (90) days after date of final execution.

3. EFFECTIVE DATE OF ASSIGNMENT - Assignment, if approved, takes effect on the first day of the month following the date of filing of all required papers. If bond is necessary, it must be furnished prior to approval of the assignment.
4. EFFECT OF ASSIGNMENT - Approval of assignment of a definitely described portion of the leased lands creates separate leases of the retained and the assigned portions. It does not change the terms and conditions of the lease or lease anniversary date for purposes of payment of annual rental.
5. A copy of the lease out of which this assignment is made should be obtained from the assignor.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this assignment and request for approval:

AUTHORITY: 30 U.S.C. 181 et. seq.

PRINCIPAL PURPOSE - The information is to be used to process the assignment and request for approval.

ROUTINE USES:

- (1) The adjudication of the assignee's rights to the land or resources.
- (2) Documentation for public information in support of notices made on land status records for the management, disposal, and use of public lands and resources.
- (3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in public lands or resources.
- (4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION - If all the information is not provided, the assignment may be rejected.

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et. seq.) requires us to inform you that:

Bureau of Land Management collects this information pursuant to the law (see 43 CFR 3106-3(c)).

Bureau of Land Management uses the information to create a record of lease assignment and to determine the qualifications of assignees.

A Federal lessee is obligated to report this information under provisions of 43 CFR 3106.

STATE OF Wisconsin }
COUNTY OF Milwaukee } ss

The foregoing instrument was acknowledged before me this
28th day of January, 1987, by Paul F. Sawyer and
Lynn A. Sawyer, husband and wife.

Witness my hand and official seal.

My Commission expires:

5/5/90

SEAL ATTACHED

Affixed

Notary Public

Address:

Milwaukee, Wisconsin

BOOK 16 PAGE 304

LDS
RIDER TO ASSIGNMENT OF PORTION OF LEASE N-42869
FROM PAUL F. SAWYER TO FORELAND CORPORATION

Notwithstanding anything herein to the contrary, the interest conveyed herein shall be subject to the terms of that certain Lease Purchase Agreement between Assignor and Assignee dated January 26, 1987 and said interest shall revert to Assignor, his heirs, successors, and assigns on March 1, 1989 unless the term of this Assignment is extended by drilling, production, or force majeure as provided in the aforementioned Lease Purchase Agreement, a true copy of which can be obtained by contacting Assignor at 693 Dublin Drive, Hartford, Wisconsin 53027.

53027

Assignee shall always have the right to release and surrender the Lease Premises hereby assigned, provided that before releasing or surrendering, and at least sixty (60) days prior to the next rental due date, Assignee shall first notify Assignor in writing of its intention so to do, and upon demand by Assignor, if made within thirty (30) days from the receipt of such notice, Assignee shall reassign to Assignor the rights and interests which he has indicated in his notice that he desires to release or surrender. Said assignment shall be made free and clear of all lease burdens or encumbrances, if any, created subsequent to date of this assignment. Assignee's liability for breach of this obligation shall be limited to the cash consideration paid for this assignment.

MHS
RECORDED AT THE REQUEST OF
Hanen Harich
BOOK 161 PAGE 302

87 AUG 11 P305

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
M.N. REBAL, CLERK OF COURT
FILE NO. 110589
FEE \$ 8.00

BOOK 161 PAGE 305