

OIL AND GAS LEASE
115503

THIS AGREEMENT made and entered into this 2nd day of September, 1987, by and between Julian and Malfisa Tomera, Thomas J. and Patsy S. Tomera, Peter M. and Inai Lynn Tomera; Eleanor Tomera; Lucy Hightower, and Juliana Diaz of Elko County, State of Nevada hereinafter called the lessor (whether one or more), whose Post Office address is 967 Northside Drive, Elko, Nevada, 89801 and Foreland Corporation, 2668 Grant Ave., Ogden, Utah, 84401 hereinafter called the lessee, WITNESSETH:

(1) That said lessor for and in consideration of the sum of Ten Dollars and other good and valuable considerations in hand paid by the lessee, the receipt of which is hereby acknowledged, and of the covenants and agreements herein contained on the part of the lessor to be good, kept and performed, by these presents does grant, demise, lease and let exclusively unto the lessee, its successors and assigns, for the purpose of mining and operating for and producing oil, gas and other hydrocarbons (including the exclusive right to make any land or character of geological or geophysical surveys or tests) and of laying pipe lines, constructing tanks, erecting buildings and other structures, and all other rights and privileges necessary, incident, or convenient for the economical operation of said lands, alone or co-jointly with neighboring lands, the following described premises situate in Township 31 North

Range 52 East County of Elko and Eureka State of Nevada

To-wit: Section 5: S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ Section 9: A11 Section 16: M $\frac{1}{2}$ N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ Section 17: E $\frac{1}{2}$ Section 21: A11

containing 2.240 acres more or less, hereby releasing and giving all rights under and by virtue of the Homestead Exemption Laws of this State 5 (five)

(2) This lease shall remain in force for a term of ~~ten~~ years from the date and as long thereafter as oil or gas is or can be produced from said lands by the lessee. The consideration above stated is paid to and accepted by lessor as a good and sufficient consideration for all rights and privileges herein granted to lessee, its successors or assigns

(3) The lessee shall pay to the lessor as royalty, the proceeds from one-eighth (1/8) of all the oil and gas and other hydrocarbons produced and sold from the leased premises at the prevailing market price therefor at the wells not exceeding amount received by lessee

(4) If operations for the drilling of a well are not commenced on said lands on or before one year from the date hereof the lease shall terminate unless the lessee shall on or before one year from the date hereof pay or tender to the lessor or for the lessor's credit in the name of Julian or Malfisa Tomera 967 Northside Drive, Elko, Nevada 89801 or its successors which bona or its successors shall be the lessor's agent and shall continue as the depository of any and all sums payable under this lease, regardless of changes of ownership in said lands or in the oil and gas, or in the rentals to accrue thereunder the sum of Two Thousand Two Hundred Forty and no/100 Dollars (\$ 2,240.00) which shall operate as rental and cover the privilege of deferring the commencement of drilling operations for the further period of one year. In like manner and upon like payments or tenders, the commencement of drilling operations may be further deferred for like periods successively. All payments or tenders may be made by check of lessee, or any assignee thereof mailed to the post office address of the lessor as hereinabove set forth or delivered on or before the rental paying period. Provided, however, the lessee shall be granted a thirty (30) day grace period within which to make such payments and this lease shall not be forfeited if such payments are made within said thirty (30) day grace period after the time for payment as provided in this paragraph. If at any time more than six persons shall be entitled to participate in the rentals or royalties hereunder, lessee at its election may pay all rentals and royalties thereafter accruing to the credit of this lease in the depository bank first designated by lessor as herein provided, or lessee may withhold payment unless and until such persons shall designate in a receivable instrument to be filed with the lessee, a common agent or trustee to receive all payments hereunder, and to execute and deliver receipt receipts, division orders and/or transfer orders on behalf of said persons and their respective successors in interest.

(5) Subject to the provisions of Section 6 hereof it is agreed that: (a) if during the primary term lease shall, prior to obtaining production, drill a dry hole, or if after discovery production shall cease from any cause, this lease shall not terminate; provided (1) production shall be resumed or operations for the drilling of a well shall be commenced on or before the next ensuing rental paying date, or (2) lessee begins or resumes the payment of rentals in the manner and amount above provided on or before the rental paying date next ensuing after the expiration of three months from date of completion of dry hole or cessation of production, (b) if, at or after the expiration of the primary term, oil, gas or other hydrocarbon cannot be or is not being produced on said land, or lands unitized therewith, for any cause, but lessee is then engaged in drilling or reworking operations thereon, this lease shall remain in force so long as operations are prosecuted with no cessation of more than sixty consecutive days, and if they result in the production of oil, gas or other hydrocarbon, so long thereafter as oil, gas or other hydrocarbon is or can be produced

(6) It is agreed that the times for beginning or for performing any work or operations under this lease shall be suspended or extended during such periods of time as such work or operations shall be delayed, interrupted or prevented by any cause of whatever kind or nature beyond the reasonable control of the lessee. If, after production has been obtained, operations under this lease are delayed, interrupted or prevented by any cause of whatever kind or nature beyond the reasonable control of the lessee, this lease shall not terminate or be forfeited and no right of damages shall exist against lessee by reason thereof, provided operations are commenced or resumed within a reasonable time after removal of such cause. If at any time within three months prior to the expiration of the primary term of this lease, production has not been obtained and the commencement or continuance of operations for the drilling of a well on said lands is delayed or prevented by any of the causes mentioned in this paragraph, the said primary term and all other terms of this lease may be extended for successive periods of time while such cause or causes exist, by continuing the payment or tender of delay rentals in the manner and amount and for the periods of time as provided in Section 4 of this lease for deferment of the commencement of drilling operations during the said primary term

(7) Lessee free of cost, may use oil, gas, or water found on said lands for operating purposes, but not water from either a well, lessor to have free gas for stoves and made lights in the principal dwelling house on said lands, from any well thereon producing gas only, by making his own connections therefrom, the use of such gas to be at the sole risk and expense of the lessor. Gas, including casinghead gas and residue gas, produced from any oil or gas well, unconditionally, or which may be used by lessee in any process for recovering oil or other liquid hydrocarbons from the leased premises, or returned to the ground, whether through wells located on leased premises or elsewhere, shall not be deemed to have been sold or used off the premises within the meaning, express or implied, of any part of this lease. When requested by the lessor, the lessee shall bury its pipe below snow depth and also pay for damages caused by its operations to growing crops on said land. No well shall be drilled nearer than two hundred (200) feet to the house or barn now on said premises, without the consent of the lessor. Lessee shall have the right at any time during or within a reasonable time after the expiration or cancellation of this lease to remove all machinery, fixtures, houses, buildings and any and all other structures placed on said premises, including the right to draw and remove all casing

(8) If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed) the covenants hereof shall extend to their heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the lessee until it has been notified thereof and has been furnished, forty-five (45) days before payment is due, with the original recorded transfer or assignment or a certified copy thereof, if lessee assigns this lease in whole or as to specific parts, or as to an undivided interest therein, the obligation if any to pay rentals shall be apportioned as between the several lease owners ratably according to their respective interests therein, and default by one or more in the payments or tenders of rentals shall not affect the validity of the lease on the portion of said lands or mineral interest therein upon which pro rata rentals are duly paid or tendered. Upon any assignment by lessee, it shall thereafter be relieved of all future expressed or implied obligations as to the portion or part assigned

(9) The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division of ownership of the land, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee. There shall be no obligation on the part of the lessee to enter separate tracts into which the land covered by this lease is now or may hereafter be divided by sale, devise, or otherwise, or to furnish separate measuring or recording plans

(10) Lessor hereby WITNESSETH agrees to defend the title to the lands herein described and agrees that the lessee, at its option, may pay and discharge any judgments, taxes, mortgages, or other liens on or against the above described lands, and may also redeem said lands for and on behalf of the lessor or lessee, and in the event lessee elects such action, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such judgment, tax, mortgage or other lien, any royalty or rentals accruing hereunder. The lessee may become purchaser at any and all tax or foreclosure sales of the above lands. Lessor agrees to pay one-eighth (1/8) of all taxes of whatsoever kind or character now or hereafter levied by any duly constituted taxing authority upon the oil, gas, and other hydrocarbons produced from the premises hereinabove described, but the lessee shall have the right to pay such tax and to deduct the lessor's pro-rata share thereof from any royalty payments accruing hereunder. In case the lessor owns a less interest in the above described premises than the entire and undivided fee simple mineral estate therein, then the royalties and rentals in this lease provided for shall be paid to the lessor only in the proportion which his interest bears to the whole and undivided mineral fee

(11) If lease at any time should include all or any part of the lands covered by the lease in a unit or cooperative operating agreement, lessee shall have the right to include lessor's royalty interest in said agreement and thereupon said agreement shall exclusively control the drilling, operating, and producing of such lands, anything to the contrary in this lease notwithstanding. The commencement and conduct of drilling operations on any part of the lands included in such agreement shall be deemed to comply with and satisfy all provisions of this lease relative to commencement and conduct of drilling operations. If oil, gas or other hydrocarbon is found in paying quantities on any of the tracts of land included in such agreement, whether or not on lands included in the lease, the royalty payments provided by Section 3 hereof shall be paid only upon the portion of such production which is allocated under said agreement to lands covered by the lease; and this lease shall remain in force as long as oil, gas or other hydrocarbon is or can be produced from such tracts, or any of them. Any agreement made by lessee under this paragraph shall be in writing, and lessee shall furnish lessor with a copy of the agreed agreement.

(12) This lease shall not be terminated, forfeited or cancelled for failure by lessee to perform in whole or in part any of its implied covenants, conditions, or obligations until it shall have been first finally and judicially determined that such failure or default exists. And thereupon lessee shall be given a reasonable time thereafter to correct any default so determined, or at lessee's election it may surrender the lease with option of reserving under the terms of this lease each producing well and ten (10) acres surrounding it as selected by lessee together with the right to agree and agree thereon. Lessee shall not be liable or damaged for breach of any implied covenant or obligation.

(13) Lessee may at any time surrender this lease as to all or any part of the lands or interests covered hereby, by delivering or mailing a release thereof to the lessor or by placing a release thereof of record in the proper county, and if surrendered only as to a part of said lands, any delay or non-payment of royalty payments which may thereafter be payable hereunder shall be reduced proportionately. All lands leased shall remain subject to easements for rights of way necessary or convenient for lessee's operations on land retained by it.

(14) This lease and all its terms, conditions, and stipulations, shall extend to and be binding upon all heirs, devisees, representatives, successors or assigns of the lessor or lessee.

(15) This lease may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document, and this lease shall be effective as to each lessor or execution hereof as to his or her interest and shall be binding on those signing notwithstanding some of the lessors above named may not join in the execution hereof.

(16) All rents and royalties payable hereunder may be made by Lessee's check to Julian Tomera or Malfisa Tomera, 967 Northside Drive, Elko, Nevada 89801, and delivery thereof shall be deemed completed on the mailing thereof to owner. Lessee shall have no obligation whatsoever with respect to the distribution of any such payment to any person or persons entitled thereto or to any part thereof.

Julian Tomera
Julian Tomera SSF

Malfisa Tomera
Malfisa Tomera

Thomas J. Tomera
Thomas J. Tomera

Patsy S. Tomera
Patsy S. Tomera

Peter M. Tomera
Peter M. Tomera

Toni Lynn Tomera
Toni Lynn Tomera

Eleanor Tomera
Eleanor Tomera

Lucy Hightower
Lucy Hightower, a married woman dealing in her sole and separate property

See attached page for additional signature and notaries.

STATE OF NEVADA } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)
COUNTY OF ELKO }
Before me, the undersigned, a Notary Public, within and for said County and State, on this 2nd
day of September 1997, personally appeared Julian Tomera and Malfisa Tomera,
husband and wife

to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.
My commission expires April 2, 1998

 **CARRIE PRIMROSE**
Notary Public - State of Nevada
Elko County, Nevada
My appointment expires April 2, 1998

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STATE OF NEVADA } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)
COUNTY OF ELKO
Before me, the undersigned, a Notary Public, within and for said County and State, on this 2nd
day of September 19 87, personally appeared Thomas J. Tomera
and Patsy S. Tomera, husband and wife

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me
that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.
My commission expires April 2, 1991



STATE OF NEVADA } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)
COUNTY OF ELKO
Before me, the undersigned, a Notary Public, within and for said County and State, on this 2nd
day of September 19 87 personally appeared Peter M. Tomera and Toni Lynn Tomera
xxx husband and wife

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me
that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.
My commission expires April 2, 1991



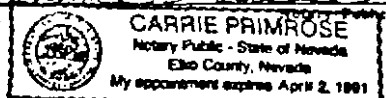
STATE OF NEVADA } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)
COUNTY OF ELKO
Before me, the undersigned, a Notary Public, within and for said County and State, on this 2nd
day of September 19 87, personally appeared Eleanor Tomera, a single woman
and

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me
that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.
My commission expires April 2, 1991



STATE OF NEVADA } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)
COUNTY OF ELKO
Before me, the undersigned, a Notary Public, within and for said County and State, on this 2nd
day of September 19 87, personally appeared Lucy Hightower, a married woman
xxx

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me
that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.
My commission expires April 2, 1991



EXECUTED This 1st day of September 1987

Juliana Diaz
Juliana Diaz, a married woman,
dealing in her sole and separate property.

STATE OF California)
COUNTY OF Siskiyou) ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kann. Okla. and Colo.)
Before me, the undersigned, a Notary Public, within and for said County and State, on this 1st
day of September 1987, personally appeared Juliana Diaz, a married woman
and

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me
that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.
My commission expires October 5, 1990

Laura Mae Covington
Notary Public
LAURA MAE COVINGTON
NOTARY PUBLIC - CALIFORNIA
COUNTY OF SISKIYOU
CITY OF TULELAKE
My Commission Expires Oct. 5, 1990

INDEXED

RECORDED AT THE REQUEST OF
Leah Kessick
BOOK 171 PAGE 156

'88 JAN -7 P4:44

OFFICIAL RECORDS
FILED IN ACCORDANCE WITH
PER RESOLUTION RECORDED
FILE NO 115503
FEE \$ 8.00

FEE \$ 8.00 FILE # 244689
FILE FOR RECORD
AT REQUEST OF
Leah Kessick
'87 DEC 18 P1:57

RECORDED IN PG 598 272
JERRY W. PENYCLON
ELK GROVE RECORDER