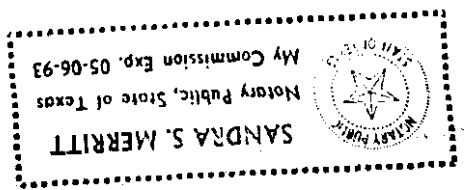




THE STATE OF TEXAS  
 COUNTY OF HARRIS

This instrument was acknowledged before me on this 6th day of September, 1990, by T. E. ALFORD, Attorney in fact of Exxon Corporation, a New Jersey corporation, on behalf of said corporation.



Sandra S. Merritt  
 Notary Public in and for the State of Texas

**PART B: CERTIFICATION AND REQUEST FOR APPROVAL**

- The assignor certifies as owner of an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.
- Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations. (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in either public domain or acquired lands, do not exceed 200,000 acres in oil and gas options or 246,080 in oil and gas leases in the same State; or 300,000 acres in leases and 200,000 acres in options in each leasing District in Alaska, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920 or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Act; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
- Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein. For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 7 day of September, 90

Name of Assignor as shown on current lease  
Exxon Corporation  
 Please type or print

Assignor  
T. E. Alford  
 (Signature)

Attorney-in-fact  
P. O. Box 2305  
 (Signature)

(City) Houston, Texas  
 (State) Texas  
 (Zip Code) 77252-2305

Executed this 2 day of Nov, 1990

Assignee  
[Signature]  
 (Signature)

Attorney-in-fact  
N. Thomas Steele Administrative Vice-  
 (Signature) President

Title 18 U.S.C. Sec. 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.

Attached to and made a part of Assignment of Record Title Interest in a Lease for Oil and Gas which assigns Federal Oil and Gas Lease N-49166, dated September 1, 1988, from Exxon Corporation, Assignor, to Foreland Corporation, Assignee.

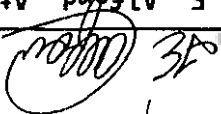
If, at any time, Assignee shall decide to surrender or abandon the Assigned Premises, or any portion thereof, Assignee shall give Assignor at least ninety (90) days prior written notice thereof. Assignor shall thereafter have the option for thirty (30) days to require Assignee to make a reassignment of the Assigned Premises or that portion thereof which Assignee wishes to surrender or abandon. Any such reassignment shall be free and clear of all liens and encumbrances and free and clear of any overriding royalties or payments out of production in excess of those presently applicable to the Assigned Premises. The obligation of reassignment under the terms of this paragraph shall exist only in the event the lease can be maintained in full force and effect solely by the payment of rental.

If Assignee shall secure a renewal or extension of any lease covering all or any part of the land described herein, then the overriding royalties and all other rights, titles, and interests of Assignor in said land reserved herein or excepted herefrom shall apply to such renewed or extended lease. A "renewal" or "extension" of lease as these terms are used in this paragraph shall mean any lease or leases covering all or a part of the Assigned Premises executed within one (1) year from the termination of the lease herein described.

Signed for Identification

EXXON CORPORATION

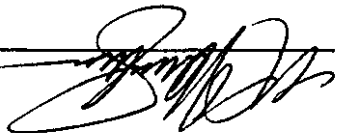
By:



T.E. Alford, Attorney-in-Fact

FORELAND CORPORATION

By:



BOOK 2 | 7 PAGE 4 28

(p:\c\enex.rtd)

EXXON

COPY

BOOK 217 PAGE 429

EUREKA COUNTY, NEVADA  
M.N. REBALANCE RECORDS  
FILE NO. 134758  
FEE \$ 8.00

BOOK 217 PAGE 426  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Forland Corp.*  
90 NOV 27 AM 11:38