

REQUESTED BY, AND WHEN RECORDED, RETURN TO:

Foreland Corporation
1104 Country Hills Drive
Suite 307
Ogden, Utah 84403

136091

ASSIGNMENT OF OIL AND GAS LEASE

THIS ASSIGNMENT is made and entered into this 26th day of February, 1991, by and between Bentley Petroleum Company, Inc. (hereinafter referred to as "Assignor") and Foreland Corporation (hereinafter referred to as "Assignee").

WITNESSETH:

THAT, WHEREAS, Assignor is the owner and holder of a certain Oil and Gas Lease hereinafter referred to as "Said Lease," covering lands located in Eureka County, Nevada, described as follows:

Township 29 North, Range 52 East, Mt. Diablo Base and Meridian, Section 27, W/2 SE/4. (North Willow Creek Wellsite.)

WHEREAS, Assignor desires to assign to Assignee 24.47% of Assignor's interest in Said Lease and the lands demised thereby;

NOW, THEREFORE, for an in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, with an office in Hattiesburg, Mississippi, does hereby grant, sell, assign, transfer, convey and delivery unto Assignee, with an office in Ogden, Utah, 24.47% of Assignor's right, title and interest in and to Said Lease described above, and the respective lands covered thereby.

This Assignment is expressly made subject to the terms, covenants, conditions, exceptions, restrictions and reservations contained in Said Lease and any amendments, assignments and other agreements and documents relating thereto, and Assignee assumes and agrees to perform each and all of the covenants, agreements, terms, conditions and obligations contained in each of the agreements to Assignee hereunder.

All rights assigned hereby shall be limited to those rights from the surface of the earth down to the stratigraphic equivalent of the Base of the Autochthonous Silurian aged rock.

This Assignment is made subject to the provisions and conditions of that certain Farmout agreement dated July 20, 1987, by and between Southern Pacific Land Company and Foreland Corporation and that certain Farmout Agreement dated on or about February 2, 1987, between Foreland Corporation and Sun Operating Limited Partnership and Reading & Bates Petroleum Company.

This Assignment is made without warranty of title, express or implied or statutory.

This Assignment shall inure to and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Assignment is executed as of the day and year first above written.

ASSIGNEE:

FORELAND CORPORATION

By: N. Thomas Steele
Vice-President

ASSIGNOR:

BENTLEY PETROLEUM COMPANY, INC.

By: R. Christopher Wood
President

STATE OF MISSISSIPPI)

County of Forrest)
:SS

On February 26th, 1991, personally appeared before me R. Christopher Wood, the President of Bentley Petroleum Company, Inc., personally known to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

SEAL
Affixed

Walter F. Johnson
NOTARY PUBLIC

Residing at: P.O. Box 2055 Hattiesburg, Ms.
My Commission Expires: April 6 1992

STATE OF UTAH)

County of Weber)
:SS

On February 28, 1991, personally appeared before me N. Thomas Steele, the Vice-President of Foreland Corporation, personally known to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

SEAL
Affixed

BOOK 221 PAGE 116
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF

Foreland Corporation
'91 MAR -5 P1:17

EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. 136091
FEE \$ 6-

Lois H. Thurston
NOTARY PUBLIC

Residing at: Saylor, UT
My Commission Expires: 09-29-93

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