

140504

ASSIGNMENT OF OIL AND GAS LEASE

THIS ASSIGNMENT ("Assignment") is made and entered into this 15th day of May, 1991, by and between SANTA FE ENERGY RESOURCES, INC. ("Assignor"), 4900 California Avenue, Suite 400-A, Bakersfield, CA 93309, and FORELAND CORPORATION ("Assignee"), 1104 County Hills Drive, Suite 307, Ogden, UT 84401.

WITNESSETH:

THAT WHEREAS, Assignor desires to assign to Assignee an undivided seventy-five percent (75%) of Assignor's interest in Said Lease as to the lands described on attached Exhibit "A" and lands demised thereby;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant, sell, assign, transfer, convey, set over and deliver unto Assignee an undivided seventy-five percent (75%) of Assignor's right, title and interest in and to the Said Lease described in the attached Exhibit "A", and the respective lands covered thereby, and the lands appurtenant thereto, subject to the following terms, reservations, covenants and conditions:

1. 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.
2. If the Said Lease described herein covers less than a full oil and gas lease hold estate in any land described herein under such Leases, or if Assignor's interest in Said Lease is less than the full oil and gas leasehold estate (excluding royalty, overriding royalty, or other burdens to which such leasehold estate is subject), then the interest assigned herein shall be proportionately reduced.
3. This Assignment is expressly limited in depth as to rights from the surface of the earth to the stratigraphic equivalent of the base of the autochthonous silurian, and Assignor reserves unto itself, its successors and assigns, all rights below the stratigraphic equivalent of the base of the autochthonous silurian, including the right in ingress and egress, and the use of as much of the surface of said land as may be necessary for exploring the same for the production of oil, gas and other minerals.
4. This Assignment is expressly made subject to the terms of that Agreement regarding oil and gas interests dated 5/15/91.

TO HAVE AND TO HOLD the same unto said Assignee, its successors and assigns, according to the terms and conditions of Said Leases and any intervening assignment(s) affecting same. This Assignment is made without warranty of title, either express or implied.

The provision and covenants contained herein shall attach to and run with the Said Lease assigned, and the land herein described or referred to, and shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

EXECUTED by Assignors on the date reflected in the acknowledgement of execution, but effective for all purposes as to the date of this Assignment.

ASSIGNORS:

SANTA FE ENERGY RESOURCES, INC.

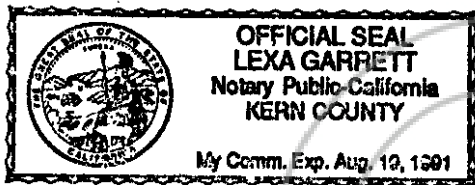
By: *Daubrock* ⁸_{sub}
Its: DISTRICT EXPLORATION MANAGER

STATE OF CALIFORNIA

COUNTY OF KERN

On August 2, 1991, before me, the undersigned Notary Public, personally appeared D. A. WRACHER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Lexa Garrett
Notary Public

EXHIBIT "A"

Attached to and made a part of that certain
Assignment of Oil and Gas Lease
Dated May 15, 1991

SCHEDULE OF "ASSIGNED ACREAGE"

Mt. Diablo Meridian
Elko and Eureka Counties, Nevada

Assignment of seventy-five percent (75%) of Santa Fe's interest in and to
the following acreage:

<u>Township, Range and Section</u>	<u>Subdivision</u>	<u>Acres</u>
<u>T29N, R52E</u>		
Section 23:	W/2	320.00
Section 27:	NE/4, W/2	486.83
Section 29:	All	640.00
Section 35:	All	640.00
<u>T30N, R51E</u>		
Section 1:	All (Lots 1-7 incl.)	217.06
<u>T30N, R52E</u>		
Section 5:	Lots 2,3,4, SW/4 S/2 NW/4, SW/4 NE/4	400.81
Section 7:	All	617.46
Section 9:	All	640.00
Section 11:	NE/4, S/2, N/2 NW/4, SE/4 NW/4	600.00
Section 13:	All	640.00
<u>T31N, R52E</u>		
Section 31:	All	639.58

Containing 5,841.74 acres, more or less

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Freland Corp
'92 APR -2 AIO 25

EUREKA COUNTY, NEVADA
M.M. REBALEATI, RECORDER
FILE NO. FEES 700
140504

FEE 700 FILE # 318380
FILED FOR RECORD
AT REQUEST OF
Freland Corp
'92 MAR 11 A9:13

RECORDED BY 777 PG 764
JERRY D. REYNOLDS
ELKO CO. RECORDER