

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

OFFER TO LEASE AND LEASE FOR OIL AND GAS 169876

Serial No. N-61503

The undersigned (reverse) offers to lease all or any of the lands in item 2 that are available for lease pursuant to the Mineral Leasing Act of 1920, as amended and supplemented (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands of 1947, as amended (30 U.S.C. 351-359), the Attorney General's Opinion of April 2, 1941 (40 Op. Atty. Gen. 41), or the

READ INSTRUCTIONS BEFORE COMPLETING

1. Name FORELAND CORPORATION Street 12596 W. Bayaud St. #300 City, State, Zip Code Lakewood, CO 80228

2. This application/offer/lease is for: (Check only One)  PUBLIC DOMAIN LANDS  ACQUIRED LANDS (percent U.S. interest)

Surface managing agency if other than BLM:

Legal description of land requested:

Parcel No. NV-97-03-0028

\*SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.

T. R. Meridian State County

Recorded Parcel

Date

4.9.97

MD

Oil & Gas

MT Plat

Oil Plat

US Plat

MT Plat

Oil Plat

DO NOT WRITE BELOW THIS LINE

Amount remitted: Filing fee \$ 75.00

Rental fee \$ 3,795.00

Total \$ 3,870.00

Total acres applied for 2,529.9

3. Land included in lease:

T. 29N R. 52E Meridian MD State NV County Eureka & Elko Counties

sec. 2, lots 1-4, S $\frac{1}{2}$ N $\frac{1}{2}$ , S $\frac{1}{2}$  sec. 10, lots 1-4, W $\frac{1}{2}$ , W $\frac{1}{2}$  sec. 14, all; sec 22, lots 1-4, W $\frac{1}{2}$ , W $\frac{1}{2}$

I CERTIFY THIS PAGE BEARING THE BUREAU OF LAND MANAGEMENT SEAL IS A TRUE COPY OF A DOCUMENT ON FILE IN THE STATE OFFICE

DATE: February 27, 1998 [Signature] CERTIFYING OFFICER

Total acres in lease 2,529.90 Rental retained \$ 3,795.00

NOTE: This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas (except helium) in the lands described in item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

Noncompetitive lease (ten years)

Competitive lease (ten years)

Other

Minerals Adjudication Team Leader March 28, 1997 (Date) (Title) (Signature) THE UNITED STATES OF AMERICA

EFFECTIVE DATE OF LEASE April 1, 1997

(Continued on reverse)

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(Duly executed this \_\_\_\_\_ day of \_\_\_\_\_)

(Signature of Lessor or Attorney-in-fact)

This offer will be rejected and will afford offeror no protection if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments. 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.

The land described in the withdrawal, has been signed on behalf of the United States, cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer (B) Underigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

(C) Offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(X)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation laws in each leasing District in Alaska of which up to 200,000 acres may be in the same State do not exceed 246,000 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options) or 300,000 acres in public domain and acquired lands separately in the same State do not exceed 246,000 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options) or 300,000 acres in each State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 31.00 and the leasing authorities; (3) Offeror's changeable interests, direct and indirect, in each State or Territory certified that (1) offeror 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

**LEASE TERMS**

Sec. 1. **Rentals**—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

- (a) Noncompetitive lease, \$1.50 for the first 5 years; thereafter \$2.00.
- (b) Competitive lease, \$1.50; for the first 5 years; thereafter \$2.00.
- (c) Other, see attachment, or
- (d) Other, see attachment, or

as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. **Royalties**—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

- (a) Noncompetitive lease, 12 1/2 %;
- (b) Competitive lease, 12 1/2 %;
- (c) Other, see attachment; or
- (d) Other, see attachment; or

as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the opportunity to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed by lessee, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month in which production occurred. Royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is justified to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (EOGRLMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under EOGRLMA or the leasing authority.

Sec. 3. **Bonds**—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. **Diligence**, rate of development, utilization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. **Documents, evidence, and inspection**—Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangements for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plots and schematic diagrams showing development work and improvements, and reports with respect to parties in interest, expenditures, and depreciation on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, notices, or similar documentation that supports

Sec. 6. **Conduct of operations**—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. **Mining operations**—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. **Extraction of helium**—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. **Damages to property**—Lessee shall pay lessor for damage to or harm to persons or property, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. **Protection of diverse interests and equal opportunity**—Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

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**MULE DEER SPECIAL STIPULATION**

The following described lands have been identified as critical habitat for wintering herds of mule deer. Therefore, prior to entry onto the lands within the described area, the lessee (operator) will discuss the proposed activities with the appropriate Bureau of Land Management's authorized officer who may require additional measures for the protection of mule deer. Such measures may include:

- a. Restriction of activity in identified areas during the winter months of November through March.

- b. No surface occupancy of selected areas.

- c. Special reclamation techniques.

This limitation does not apply to maintenance and operation of producing wells. Exceptions to this limitation, in any year, may be specifically authorized in writing by the Bureau of Land Management's authorized officer.

**DESCRIPTION OF LANDS**

ALL LANDS	PARCEL NO. NV-97-03-0012
ALL LANDS	PARCEL NO. NV-97-03-0013
ALL LANDS	PARCEL NO. NV-97-03-0014
ALL LANDS	PARCEL NO. NV-97-03-0015
ALL LANDS	PARCEL NO. NV-97-03-0027
ALL LANDS	PARCEL NO. NV-97-03-0028
ALL LANDS	PARCEL NO. NV-97-03-0029
ALL LANDS	PARCEL NO. NV-97-03-0030
ALL LANDS	PARCEL NO. NV-97-03-0031
ALL LANDS	PARCEL NO. NV-97-03-0155
ALL LANDS	THRU
ALL LANDS	PARCEL NO. NV-97-03-0174
ALL LANDS	PARCEL NO. NV-97-03-0194
ALL LANDS	THRU
ALL LANDS	PARCEL NO. NV-97-03-0226

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DATE: February 27, 1998

CERTIFYING OFFICER

OG-31

BOOK 818 PAGE 306

Antiquities and objects of historic value

ARCHAEOLOGICAL STIPULATION

To secure specific compliance with the stipulations under Sec. 6, paragraph (2) of the oil and gas lease form, the lessee shall, prior to operations, furnish to the Bureau of Land Management's authorized officer a certified statement that either no archaeological values exist or that they may exist on the leased lands to be disturbed or occupied, to the best of the lessee's knowledge and belief, and that they might be impaired by oil and gas operations. Such certified statement must be completed by a qualified archaeologist acceptable to the authorized officer.

If the lessee furnishes a statement that archaeological values may exist where the land is to be disturbed or occupied, the lessee will engage a qualified archaeologist, acceptable to the authorized officer, to survey and salvage, in advance of any operations, such archaeological values on the lands involved. The responsibility for the cost for the certificate, survey and salvage will be borne by the lessee, and such salvaged property shall remain the property of the lessor or the surface owner.

DESCRIPTION OF LANDS

ALL LANDS WITHIN

PARCEL NV-97-03-0001

THRU

PARCEL NV-96-03-0015

PARCEL NV-97-03-0025

THRU

PARCEL NV-97-03-0038

PARCEL NV-97-03-0050

THRU

PARCEL NV-97-03-0081

PARCEL NV-97-03-0145

THRU

PARCEL NV-97-03-0242

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RENO, NEVADA

CERTIFYING OFFICER

DATE *February 27, 1998* *George L. ...*

NOTICE TO LESSEE

Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201(a)(2)(A), requires that any entity that holds and has held a federal coal lease for 10 years beginning on or after August 4, 1976, and who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.

In accordance with the terms of this oil and gas lease with respect to compliance by the initial lessee with qualifications concerning federal coal lease holdings, all assignees and transferees are hereby notified that this oil and gas lease is subject to cancellation if: (1) the initial lessee as assignor or as transferor has falsely certified compliance with Section 2(a)(2)(A) or (2) because of a denial or disapproval by a State Office of a pending coal action, i.e., arms-length assignment, relinquishment, or logical mining unit, the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A). The assignee or transferee does not qualify as a bona fide purchaser and, thus, has no rights to bona fide purchaser protection in the event of cancellation of this lease due to noncompliance with Section 2(a)(2)(A).

Information regarding assignor or transferor compliance with Section 2(a)(2)(A) is contained in the lease case file as well as in other Bureau of Land Management records available through the State Office issuing this lease.

BOOK 318 PAGE 304

OFFICIAL RECORDS

RECORDED AT THE REQUEST OF

Donay & Whittier LLP

98 MAR 10 AM 9:31

CLARK COUNTY NEVADA  
METEOROLOGICAL RECORDER

FEES 11.00

169876

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RENO, NEVADA  
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