

FORM NO. UNIT-WTS-COLA

OIL AND GAS LEASE

AGREEMENT. Made and entered into this 18th day of August 1975 by and between Tony Sestanovich and Lorraine Sestanovich, husband and wife, Pine Valley, Carlin, Nevada 89822

M. Peyton Bucy, 1776 Lincoln St. #811, Denver, Co. 80203 party of the first part, hereinafter called Lessor, (whether one or more) and Ten and More party of the second part, Lessee.

WITNESSETH: That the Lessor for and in consideration of the sum of Ten and More Dollars in hand paid, receipt of which is hereby acknowledged, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purposes of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, coalbed methane gas, and all other minerals, laying pipe lines, building tanks, power stations, telegraph lines and other structures thereon to produce, save, take care of, treat, transport, and own said products, and housing its employees, the following described land in Eureka County, Nevada

See Exhibit "A" attached immediately below.

EXHIBIT "A"

TOWNSHIP 27 NORTH, RANGE 52 EAST, M.D.M.
Section 8: N1/2NE1/4
Section 9: SW1/4NW1/4, E1/2SW1/4
Section 10: SW1/4SE1/4, SE1/4SW1/4
Section 15: NW1/4NE1/4, SW1/4NW1/4, N1/2SW1/4, S1/2SE1/4
Section 22: N1/2NE1/4

The first sentence of Paragraph numbered "2" above, which has been deleted, is hereby amended and reinserted herein to read as follows:

"The Lessee shall pay Lessor, as royalty, one-eighth (1/8) of the proceeds from the sale of gas, as such, for gas from wells where gas only is found, and where not used or sold shall pay annually an amount equal to the annual delay rental herein provided applicable to the interest of Lessor in acreage embraced in this lease as of the date of such annual payment, and while such royalty is so paid the well or wells shall be held to be producing wells."

Signed for Identification:

Tony Sestanovich
Tony Sestanovich

Lorraine Sestanovich
Lorraine Sestanovich

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**For additional paragraphs 22 through 26, inclusive, see addendum marked Exhibit B attached hereto and made a part hereof.

18. It is agreed that this lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, lease is given a reasonable time therefrom to comply with any such covenants, conditions, or stipulations.
19. All express and implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this lease shall not be terminated, in whole or in part, nor lease held liable in damages for failure to comply therewith if compliance is prevented by or if such failure is the result of any such law, order, rule or regulation, or if such compliance is prevented by or if failure is the result of inability of lease through the fault of the state, its agents, officers, employees, or contractors, or if such compliance is prevented by or if failure is the result of inability of lease through the fault of the state, its agents, officers, employees, or contractors, or if such compliance is prevented by or if failure is the result of inability of lease through the fault of the state, its agents, officers, employees, or contractors.
20. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lease.
21. With respect to and for the purposes of this lease, lease, and each of them if there be more than one, hereby release and waive the right of homestead, ** WHEREOF witness our hands as of the day and year first above written.

See above

Social Sec. No. [Redacted]

M. Peyton Bury
M. Peyton Bury

Tony Sestanovich
Tony Sestanovich
Lorraine Sestanovich
Lorraine Sestanovich

ACKNOWLEDGMENT

STATE OF NEVADA }
COUNTY OF ELKO } ss.

On August 25, 1975, personally appeared before me, a Notary Public, Tony Sestanovich and Lorraine Sestanovich, husband and wife, who acknowledged that they executed the above instrument.

Corinne M. Wiley
Notary Public

My commission expires: 5-29-77

CORINNE M. WILEY
Notary Public - State of Nevada
Elko County Nevada
My Commission Expires May 29 1977

the foregoing instrument and acknowledged that _____ executed the same as _____ free act and deed, including the release and waiver of the right of homestead; the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and seal this _____ day of _____, 19____

My Commission Expires _____ Notary Public

Oil and Gas Lease Form with fields for State, County, Date, Time, and Page.

RECORDED AT THE REQUEST OF M. Peyton Bury
on Jan. 23, 1976 at 52 min. past 10 A. M. In
Book 53 of OFFICIAL RECORDS, page 423-425, RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
File No. 60809 Fee \$ 5.00

COLORADO ACKNOWLEDGMENT

STATE OF _____ }
County of _____ } ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____

WITNESS my hand and official seal

My Commission Expires _____ Notary Public

P. O. _____

60809

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