



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, lessee 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 leases 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 failure is the result of inability of lessee through no fault of its own; to obtain sufficient and satisfactory material and equipment to justify the commencement of drilling operations or to continue production of oil or gas from the leased premises.

20. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.

21. With respect to and for the purpose of this lease, lessor, 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.

Attest: Loretta M. Rand Secretary  
RAND & SON, INC., A Nevada Corporation  
 By William C. Rand Vice President

**ACKNOWLEDGMENT**

STATE OF NEVADA )  
 ) SS.  
 COUNTY OF ELKO )

On this 11th day of March, 1976, 1975, personally appeared before me, a Notary Public, William C. Rand President and Loretta M. Rand Secretary of Rand & Son, Inc., A Nevada Corporation, who acknowledged that they executed the above instrument in the name and on behalf of said Corporation.

Carol M. Hill  
 Notary Public

My commission expires  
April 1, 1979



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 FROM**

TO

This instrument was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ at \_\_\_\_\_ o'clock, \_\_\_\_\_ M., and duly recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ of the records of this office. County Clerk—Register of Deeds.

By \_\_\_\_\_ Deputy

When recorded return to \_\_\_\_\_

State of \_\_\_\_\_ County } ss.

**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. \_\_\_\_\_ BOOK 54 PAGE 213



TOWNSHIP 30 NORTH, RANGE 51 EAST, M.D.M.  
Section 24: All

TOWNSHIP 30 NORTH, RANGE 52 EAST, M.D.M.

Section 16: SW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$

Section 18: Lots 1 (34.46), 2 (34.50), 3 (34.54), 4 (34.58), E $\frac{1}{2}$ W $\frac{1}{2}$

Section 20: All

Section 21: NW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$

Section 28: S $\frac{1}{2}$ S $\frac{1}{2}$

Section 29: N $\frac{1}{2}$ SE $\frac{1}{4}$ , N $\frac{1}{2}$ NE $\frac{1}{4}$

Section 30: Lots 1(34.81), 2 (34.83), 3 (34.86), 4 (34.88), E $\frac{1}{2}$ W $\frac{1}{2}$ , E $\frac{1}{2}$

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

"The Lessee shall pay Lessor, as royalty, one-eighty (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:

RAND & COMPANY, INC.,

By William C. Rand  
Vice President.

RECORDED AT THE REQUEST OF M. Peyton Bucy  
on March 23 1976 at 55 mins. past 10 A.M. in  
Book 54 of OFFICIAL RECORDS, page 212-214, RECORDS OF  
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder  
File No. 61025 Fee \$ 5.00

BOOK 54 PAGE 214