

THIS AGREEMENT made this 26 th day of March, 1982 between
Ralph R. Cocking and Loretta M. Cocking, husband and wife
6425 Virginia Tower Road, New Castle, California. 95658
 Lessor (whether one or more), and Jerry Ryan, 1509 Denver Club Bldg., Denver, Colorado. 80202
 Lessee, WITNESSETH: one or more Dollars

1. Lessor in consideration of one or more Dollars
1.00 or more (s), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets
 exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil and gas, and the constituents thereof, laying pipe lines, building
 tanks, power stations, telephone 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, to wit:

Township 27 North, Range 51 East., M.D.B. & M.

Section 13: A parcel of land located in the NE $\frac{1}{4}$, more particularly described as
 follows: Commencing at the East $\frac{1}{4}$ corner of said Section 13 thence
 West a distance of 2158.95 feet along the $\frac{1}{4}$ Section line
 to a point on the NW'ly Right-of-Way line of Nevada
 State Highway #20, thence N. 34°50' E., along Right-of-Way
 line 1179.30 feet to corner #1 the point of beginning,
 thence continuing N. 34°50' E. 422.13 feet to corner #2,
 thence W 1378.34 feet to corner #3, a point on the North-
 South $\frac{1}{4}$ Section line of said Section 13, thence South
 along said $\frac{1}{4}$ Section line 346.50 feet to corner #4, thence
 East 1137.23 feet to corner #1 the point of beginning,
 containing 10.0 acres, more or less.

In addition to the land above described, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as if specifically described herein all lands owned or claimed
 by Lessor which are adjacent, contiguous to or form a part of the lands above particularly described, including all oil, gas, and their constituents underlying lakes, rivers, streams, roads,
 easements and rights-of-way which traverse or adjoin any of said lands. For rental payment purposes, the land included within this lease shall be deemed to contain

ten acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of 10 years from this date (called "primary term") and as long thereafter as oil or gas is produced
 from said land hereunder, or drilling or reworking operations are conducted thereon.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the well, or to the credit of Lessor into the
 pipe line to which the wells may be connected; Lessee may from time to time purchase and use, paying the market price therefor prevailing for the field where produced
 on the date of purchase; (b) on gas, including casinghead gas or other hydrocarbon substances, produced from said land and sold or used off the premises or in the manufacture of gasoline
 or other products therefrom, the market value at the well of one-eighth of the gas so sold or used; provided that on gas sold at the well the royalty shall be one-eighth of the amount realized
 from such sale. Lessee shall have free use of oil, gas, and water from said land, except water from Lessor's wells, springs, or reservoirs, for all operations hereunder, and the royalty on oil and
 gas shall be computed after deducting any so used. If a well capable of producing in paying quantities is completed on the above described land and is shut in, this lease shall continue in
 effect for a period of one year from the date such well is shut in. Lessee or any assignee may thereafter, in the manner provided herein for the payment or tender of daily rentals, pay or tender
 to Lessor as royalty, on or before one year from the date such well is shut in, an amount equal to the rental, and, if such payment or tender is made, this lease shall continue in effect for
 a further period of one year, in like manner and upon like payments or tenders annually made on or before such anniversary of shut-in date of such well this lease shall continue in effect for
 successive periods of twelve (12) months each.

4. If operations for drilling are not commenced on said land on hereinafter provided, on or before one year from this date, the lease shall then terminate as to both parties, unless
 an or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in Capitol Bank of Commerce Bank of

Sacramento, California
 (in which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either
 by conveyance or by the death or incapacity of Lessor) the sum of Ten Dollars and no/100 Dollars

(S. 10.00) (herein called rental) which shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months. In like manner and upon
 like payments or tenders annually the commencement of operations for drilling may be further deferred for successive periods of twelve (12) months each during the primary term. The
 payment or tender of rental herein referred to may be made in currency, draft or check at the option of the Lessee; and the depositing of such currency, draft or check in any post office, properly
 addressed to the Lessor, or said bank, on or before the rental paying date, shall be deemed payment as herein provided. If such bank (or any successor bank) should fail, liquidate or be
 succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after
 Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such payments or tenders. The down cash payment is consideration for this lease
 according to its terms, and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository above named or place of record a
 release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the
 acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

If Lessee shall, on or before any rental date, make a bona fide attempt to pay or deposit rental to a Lessor entitled thereto under this lease according to Lessee's records or to a Lessor
 who, prior to such attempted payment or deposit, has given Lessee notice, in accordance with the terms of this lease hereinafter set forth, of his right to receive rental, and if such payment or
 deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by Lessee's records, in an incorrect
 amount, or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the rental properly payable for the rental period involved, but this lease shall be maintained in the same
 manner as if such erroneous rental payment or deposit had been properly made, provided that the erroneous rental payment or deposit be corrected within thirty (30) days after receipt by Lessee
 of written notice from such Lessor of such error accompanied by any documents and other evidence necessary to enable Lessee to make proper payment.

5. Should any well drilled on the above described land during the primary term before production is obtained be a dry hole, or should production be obtained during the primary
 term and thereafter cease, then and in either event, if operations for drilling an additional well are not commenced or operations for reworking a well are not pursued on said land on or
 before the first rental paying date next succeeding the cessation of production or drilling or reworking on said well or wells, then this lease shall terminate unless Lessee, on or before said
 date, shall resume the payment of rentals. Upon resumption of the payment of rentals, the term of this lease shall be extended for a period of one year from the date of such resumption,
 no interruption in the rental payments. If during the last year of the primary term and prior to the discovery of oil or gas on said land Lessee should drill a dry hole thereon, or if after discovery
 of oil or gas before or during the last year of the primary term the production thereof should cease during the last year of said term from any cause, no rental payment or operations are
 necessary in order to keep the lease in force during the remainder of the primary term. If, at the expiration of the primary term, Lessee is conducting operations for drilling a new well or
 reworking an old well, this lease nevertheless shall continue in force as long as such drilling or reworking operations continue, or if, after the expiration of the primary term, production on
 this lease shall cease, this lease nevertheless shall continue in force if drilling or reworking operations are commenced within sixty (60) days after such cessation of production; if production
 is restored or additional production is discovered as a result of any such drilling or reworking operations, conducted without cessation of more than sixty (60) days, this lease shall continue
 as long thereafter as oil or gas is produced and as long as additional drilling or reworking operations are had without cessation of such drilling or reworking operations for more than
 sixty (60) consecutive days.

6. Lessee, at its option, is hereby given the right and power to pool or combine the land covered by this lease, or any portion thereof, as to oil and gas, or either of them, with any
 other land, lease or leases when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises, such pooling to be into a well unit or units
 not exceeding forty (40) acres, plus an acreage tolerance of ten per cent (10%) of forty (40) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of
 ten per cent (10%) of six hundred and forty (640) acres, for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by governmental
 authorities having jurisdiction. Lessee may pool or combine acreage covered by this lease, or any portion thereof, as above provided, as to oil or gas in any one or more strata, and units so
 formed need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with
 gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool the lease or portions thereof into other units. Lessee shall execute in writing
 and place of record an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit shall be treated for all purposes, except the payment
 of royalties, as if it were included in this lease, and drilling or reworking operations thereon or production of oil or gas therefrom, or the completion thereon of a well as a shut-in gas well,
 shall be considered for all purposes, except the payment of royalties, as if such operations were on or such completion were on land covered by this lease.
 Should any unit as originally created hereunder contain less than the maximum number of acres hereinabove specified, then Lessee may at any time thereafter, whether before or after
 production is obtained on the unit, enlarge such unit by adding additional acreage thereto, but the enlarged unit shall in no event exceed the acreage content hereinabove specified. In the
 event an existing unit is so enlarged, Lessee shall execute and place of record a supplemental declaration of unitization identifying and describing the land added to the existing unit;
 provided, that if such supplemental declaration of unitization is not filed until after production is obtained on the unit as originally created, then and in such event the supplemental
 declaration of unitization shall not become effective until the first day of the calendar month next following the filing thereof. In the absence of production Lessee may terminate any
 unitized area by filing of record notice of termination.

7. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the leased premises and be relieved of all obligation as to the acreage
 surrendered. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land and the right to drive
 and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or
 barn now on said land without Lessor's consent. The Lessee agrees to promptly pay to the owner thereof any damages to growing crops caused by or resulting from any operations of Lessee.

8. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but
 no change or division in ownership of the land, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the
 ownership of the land, or any interest therein, shall be binding on Lessee until Lessee shall be furnished with a certified copy of all recorded instruments, all court proceedings and all
 other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assignment of this lease as to a segregated portion of said land, the rentals payable hereunder
 shall be apportionable among the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold
 owners hereunder. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to
 the date of assignment.

9. All express or implied covenants of this lease shall be subject to all Federal, State and County Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply herewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation, or if prevented by an act of God, of the public enemy, labor disputes, inability to obtain material, failure of transportation, or other cause beyond the control of Lessee.

11. during the term of this lease, oil or gas is discovered upon the leased premises, but Lessee is prevented from producing the same by reason of any of the causes set out in this Section, this lease shall nevertheless be considered as producing and shall continue in full force and effect until Lessee is permitted to produce the oil or gas, and as long thereafter as such production continues in paying quantities or drilling or reworking operations are continued as elsewhere herein provided.

10. Lessor hereby warrants and agrees to defend the title of said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

11. Lessors hereby release and waive all rights of homestead.

12. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after the receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this Section. Should Lessee elect to purchase the lease pursuant to the terms hereof, it shall so notify Lessor in writing by mail or telegram prior to expiration of said 15-day period. Lessee shall promptly thereafter furnish to Lessor the new lease for execution on behalf of Lessor(s) along with Lessee's sight draft payable to Lessor in payment of the specified amount as consideration for the new lease. Such draft being subject only to approval of title according to the terms thereof. Upon receipt thereof, Lessor(s) shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through Lessor(s) bank of record for payment.

All or the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Loretta M. Cocking
Loretta M. Cocking

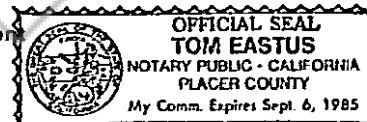
Ralph R. Cocking
Ralph R. Cocking

Soc. Sec. No.
or Ident. No.

No.	OIL AND GAS LEASE	FROM	TO
Date	Section	Township	Range
No. of Acres	Term	County, Nevada	ss.
STATE OF NEVADA	County of	This instrument was filed for record on the	day of
		at	o'clock
		in book	page
		records of this office.	of the
By	Register of Deeds	Deputy	When Recorded
			Return To

STATE OF NEVADA California } ss.
County of PLACER

Nevada Acknowledgment
(Individual)



On this 30 day of MARCH, A.D., 1982, personally appeared before me, a Notary Public,
LORETTA M. COCKING, a single person, known
to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the above instrument.
Witness my hand and notarial seal the day and year hereinabove written.

My Commission expires SEPT. 6, 1985

Tom Eastus
Notary Public for the State of CALIFORNIA
Residing at NEWCASTLE, CALIFORNIA

STATE OF NEVADA California } ss.
County of PLACER

Nevada Acknowledgment
(Husband and Wife)

On this 30 day of MARCH, A.D., 1982, personally appeared before me, a Notary Public,
Ralph R. Cocking and Loretta M. Cocking, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the above instrument.

Witness my hand and notarial seal the day and year hereinabove written.

My commission expires SEPT. 6, 1985

Tom Eastus
Notary Public for the State of CALIFORNIA
Residing at NEWCASTLE

RECORDED AT REQUEST OF
JERRY RYAN & CO.
BOOK 103 PAGE 344

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OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
WILLIS A. DEPAUL RECEPTION
FILE # 64183
FEE \$5.00

BOOK 102 PAGE 245