

OIL AND GAS LEASE

THIS AGREEMENT made this 10th day of March, 1987, between
Milton Bors and Anna M. Bors, husband and wife
Box 37, Morengo, Saskatchewan, Canada S0L2K0

Lessor (whether one or more), and
Lessee, WHINNIFER, Jerry Ryan, 1509 Denver Club Bldg., Denver, Co. 80202

1. Lesser in consideration of **10.00**, in hand paid, the receipt and sufficiency of which is hereby acknowledged, of the royalties herein provided, and of the agreement of Lessor 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 (including, but not limited to, gas producible from cost-bearing formations) and all substances produced in association therewith, laying pipe lines, building tanks, power stations, telephone lines, roads and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land (hereinafter called "said land"), in **Eureka County, Nevada** to wit:

Section 18: Lots 1,2, E½NW½ (NW½)

of Section XX Township 27-North Range 52-East M.D.B.&M.
In addition to said land, Lessor hereby grants, leases and lets exclusively unto Lessee to the same extent as it specifically described herein all lands owned or claimed by Lessor which are adjacent, contiguous to or form a part of said land, including all oil, gas and all substances produced in association therewith underlying lakes, rivers, streams, roads, easements and rights of-way which traverse or adjoin any of said land. For rental payment purposes, said land shall be deemed to contain 154.94 acres, whether it actually comprises more or less.
2 Subject to the other provisions herein contained, the lease shall be for a term of 10 years from the date (called "primary term") and as long thereafter as oil, gas is produced from said land hereunder, or operations for drilling or reworking are conducted thereon.
3 The royalties to be paid by Lessor are: (a) on oil and other liquid hydrocarbons, one-eighth of that produced and saved from said land, the same to be delivered at the wells, or in the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor for the parts where produced on the date of purchase; (b) on gas and the constituents thereof 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 product so sold or used, provided that on production end at the wells the royalty shall be one-eighth of the amount realized from such sale. Lessor shall have free use of oil, gas, and water from said land, except water from Lessor's wells, streams, lakes and ponds, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used.
4 If a well capable of producing gas and/or oil in paying quantities is located on said land and is shut in, before production commences, or at any time thereafter, the lease shall continue as set forth for a period of one year from the date such well is shut in. Lessor may thereafter, in the manner provided herein for the payment or tender of fees, rentals, pay or tender to Lessor as royalty, or after 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, such well shall continue the lease in effect for a further period of one year. In this manner and until the payments or tenders annually made on or before each anniversary of the shut-in date of such well, such well shall continue this lease in effect for successive periods of twelve (12) months each. Notwithstanding any other provision to the contrary, this lease shall not terminate because of a failure to properly or timely make shut-in well payments unless Lessor shall have given to Lessee written notice of such failure in writing or timely make such shut-in well payment and Lessor shall have failed for a period of thirty (30) days after receipt of such notice to tender such payment in the proper amount, together with a late or improper payment penalty of \$100.00.
5 If operations for drilling are not commenced on said land as hereinafter provided, on or before one year from the date, the lease shall then terminate said both parties, unless on or before such anniversary date Lessor shall pay or tender to Lessor or to the credit of Lessor in
Kingsley, Saskatchewan, Canada \$10.30

such anniversary date Lessor shall pay or tender to Lessor or to the credit of Lessor in
Kinross, Saskatchewan, Canada S0L1J0 Imperial Bank of Commerce Bank of
which bank and its successors are Lessor's agent and shall continue as the depository for all rents
One Hundred.

paying 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 **154.94**,
fifty four & 94/100 dollars **154.94**,
operations for drilling for a period of twelve (12) months, in his manner and upon the payments or tenders annually the commencement of operations for drilling may be further deferred by successive periods of twelve (12) months of each year thereafter until the primary term. The payment, or tender of rental herein referred to may be made in currency, draft, check or by electronic funds transfer at the option of the lessor, and the depositing of such currency, draft, check or by electronic funds transfer at the option of the lessor or of said bank, or the transfer of such funds to said bank or before the rental paying date, shall be deemed payment herein as just paid. If such funds (or any successor thereto) should be liquidated or be succeeded by another bank, or for any reason fail or refuse to accept payment, lessor shall not be bound to demand payment to make such payment, tender or transfer of rental until thirty (30) days after lessor shall deliver to lessor a proper recordable instrument, naming another bank as agent to receive such payment, tender or transfer. The initial payment is consideration for the lease according to its terms and shall not be altered as mere rent for a period. Lessor may at any time discontinue and deliver to lessor or to the depositor above mentioned or place of record a release or releases covering any portion or portions of said land and thereby surrender the lease as to such portion or portions, and the amount 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 to the surface area of the land released.

If lessor shall, on or before any rental day make a bona fide attempt to pay or deposit a rental payment due hereunder, and if such payment or deposit shall be erroneous in amount and (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto, in an incorrect amount, or otherwise), lessor that he will immediately obligated to pay to such lessor the rental payment payable for the period involved; but this lessor shall be maintained in the same manner as if such erroneous payment or deposit had been properly paid to him, provided that the erroneous payment or deposit be honored 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 lessor to make proper payment.

A. Should any well drilled or tested during the primary term before production is obtained by a dry hole, or should production be obtained during the primary term and thereafter for one year, then and in either event, if operations for drilling an additional well are not commenced all or operations for reworking any old well or for the completion of landings or for the first drilling or reworking of any well during the expiration of sixty (60) days after the cessation of production or drilling or reworking operations, then the lease shall terminate unless Lessee, on or before such date, shall resume the payment of rent and shall commence all or operations for drilling or reworking operations, then the lease shall remain in force notwithstanding the non-payment of rent, all rent remaining unpaid, just as though there had been no interruption in the rental payments. If the lease is terminated by reason of the non-payment of rent and the non-commencement of operations, all rent remaining unpaid, just as though there had been no interruption in the rental payments, shall continue to accrue until the commencement of operations again and Lessee should drill a dry hole again, or if after drilling a dry hole or other hydrocarbon well, Lessee should commence drilling or during the last year of the primary term there should cease during the last year of said term from any cause, one serial payment or operation or any part thereof, necessary 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 or reworking or said land or shall have no lease or interest in the lease without one hundred eighty (180) days prior to the end of the primary term, if, after the acquisition of the primary term, production for drilling or reworking on said land shall cease from any cause, one serial payment or operation or any part thereof, necessary 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 or reworking on any existing or succeeding well or being conducted drilling or testing of more than one hundred eighty (180) consecutive days and, if such a lease terminates, in addition, for so long thereafter as one hundred eighty (180) days are required to drill or rework such well or land.

7. Lessee. This option is hereby given the right and power to drill or commence said land, 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 land, such drilling to be into a well unit or units not exceeding one hundred and fifty (150) acres, plus an acreage tolerance of ten percent (10%) of one hundred and sixty (160) acres, for oil, and not exceeding six hundred and forty (640) acres, plus an acreage tolerance of ten percent (10%) of one hundred and forty (140) acres for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be permitted by governmental authorities having jurisdiction. Lessee may drill or commence said land or any portion thereof, as above provided, as to oil or gas in any one or more states, and units so formed need not conform in size or area with the unit or units into which said lands are divided or contained in any other state or state, and oil or gas need not conform as to area with gas units. The drilling in one or more instances shall not exhaust the rights of the lessee hereunder to pool said land or portions thereof into other units. Lessee shall execute in writing and place of record an instrument or instruments identifying and describing the above 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 location thereon of a well as a shut-in well, shall be considered for all purposes except the payment of royalties, as such operations were on or such production was from or such shut-in well were on said land, whether or not the well or wells will be located on said land. In the event of the royalties elsewhere herein specified, lessor shall receive from a unit as formerly agreed, only such portion of the royalty stipulated herein as the amount of acreage from said land placed in the unit by lessor's royalty interest therein bears to the total acreage so pooled in the particular unit involved. Should any unit as originally created hereunder contain less than the maximum number of acres heretofore specified, then lessor may at any time thereafter, when he deems fit after oil or gas 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 originally contemplated. In the event an enlarged unit is so enlarged lessor 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 lessor, 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 lessor may terminate any unitized area by filing of record notice of termination.

B Lessor also shall have the right to utilize, pool, or combine all or any part of said land with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with his approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions, and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said land is in any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by this lease, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land in which it is allocated and not to any other tract of land, and the royalty payment to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall furnish written express or prior consent to any cooperative or unit plan of development or operation adopted by Lessor and approved by any governmental agency by executing the same upon request of Lessor.

10. The rights of either party hereto under 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 said land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of said land, or any interest therein, shall be binding on Lessee until Lessee has been furnished with a certified copy of all relevant instruments, all court proceedings and all other necessary evidence of any transfer, alienation, sale or lease of said rights. In event of the assignment of this lease, as to the segregated portion of said land, the rentals payable hereunder shall be apportionable among the several lessees. Ownership of any interest in the surface area of each, and related rental payment by one shall not affect the rights of other lessor-holders hereunder unless such lessor 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.

11. Lessee shall not be liable for breach of covenant, express or implied, nor shall this lease be subject to forfeiture for breach of condition, nor shall this lease be terminated by operation of any limitation provision herein as a result of Lessee's failure to pursue drilling operations on or to produce oil or gas from said land or lands pooled therewith or such operations or production from said land is prevented or substantially impeded by governmental action or other cause not reasonably within the control of Lessee. After the cessation or termination of such governmental action or other cause, Lessee shall be entitled to a reasonable time to commence drilling operations or to commence or resume production.

12. Lessor hereby warrants and agrees to defend the title to 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 the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accrued hereunder toward satisfying same. Lessor shall pay all taxes based on the production from said land, and shall deduct such taxes attributable to Lessor's interest from royalty due hereunder. 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.

13. Lessor hereby releases and waives all right of dower and right of homestead under the laws of this state in and to said land to the extent of the rights granted by this lease.

14. 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 said land, 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 receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interests 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 fast 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 along with Lessee's collection 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 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 of 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 effective as of the date first above written.

Signatures

X Milton Bors
Milton Bors

Taxpayer Identification or
Social Security Number
[REDACTED]

X Anna M. Bors
Anna M. Bors

STATE OF _____
County of _____

Acknowledgment
(Individual)

On this _____ day of _____, A.D. 19_____, personally appeared before me, a Notary Public, _____, a single person, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that _____ executed the above instrument.
Witness my hand and notarial seal the day and year hereinabove written.

My Commission expires _____

Notary Public for the State of _____
Residing at _____

X STATE OF Arizona
County of Pinal
{ ss.

Acknowledgment
(Husband and Wife)

On this 16th day of March, A.D. 1987, personally appeared before me, a Notary Public, Milton Bors and Anna M. Bors, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledging to me that they executed the above instrument.

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

My Commission Expires 4/24/1987
My commission expires _____

Notary Public for the State of _____
Residing at _____

SEAL
Affixed

No.	FROM	TO	Date	Range	Section	Township	County	Term	STATE	County of	M. and duly recorded	in book	of the	records of this office.	Record and Mail to:
OIL AND GAS LEASE			19_____	_____	_____	_____	_____	_____	CF	_____	at _____ o'clock _____	Page _____	of _____	Counties contiguous or former	

RECORDED AT REQUEST OF
Jerry Kyro
BOOK 158

87 APR. 7 A 8:37

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
M.H. REBALEAU RECORDER
FILE NO. 107885
FEE \$ 7.00

