

12593
OIL AND GAS LEASE

AGREEMENT, Made and entered into the 12 day of February, 1989, by and between

Judy Bledsoe, a married woman dealing in her sole and separate property
Route 8, Box 167, Shelbyville, Indiana 46176

whose post office address is _____, hereinafter called Lessor (whether one or more) and
Bird Oil Corporation Suite 4500 1801 California St., Denver, CO 80202
whose post office address is _____, hereinafter called Lessee:

WITNESSETH: That the Lessor, for and in consideration of Ten and more (\$10.00) DOLLARS
cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised,
leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the
exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and all gas of
the whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care
of said products, all that certain tract of land situated in the County of Eureka
State of Nevada

described as follows, to-wit:

Township 27 North, Range 52 East MDM

Section 8: N $\frac{1}{2}$ NE $\frac{1}{4}$

Section 9: SW $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$

Section 15: S $\frac{1}{2}$ SE $\frac{1}{4}$

Section 22: N $\frac{1}{2}$ NE $\frac{1}{4}$

Section 23: W $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{2}$ SW $\frac{1}{4}$

and containing 600.00 acres, more or less.

five

1. It is agreed that this lease shall remain in force for a term of five years from this date and as long thereafter as oil or gas of whatsoever
nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided.
If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises or on acreage pooled therewith but
Lessee is then engaged in drilling or reworking operations thereon, then this lease shall continue in force so long as operations are being continu-
ously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not
more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a
subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause
after the primary term, this lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days from
date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such opera-
tions at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased
premises or on acreage pooled therewith.

2. This is a PAID UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as other-
wise provided herein, to commence or continue any operations during the primary term. Lessor may at any time or times during or after the pri-
mary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a
release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth
(1/8) part of all oil produced and saved from the leased premises, or to pay Lessor the market value at option
2nd. To pay Lessor one-eighth (1/8) of the gross proceeds, or to pay Lessor the market value at option
found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable
monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product
a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well, payable monthly at the prevailing market rate.

4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners One
Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next
ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease next
period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties
including any shut-in gas royalties herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole
and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from
the wells of Lessor.

7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth.

8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.

9. Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.

10. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and
remove casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment
or otherwise) shall be binding on Lessee until Lessor has been furnished with notice, consisting of certified copies of all recorded instruments or
documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments
thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's
ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's
operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for
any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after
production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the lease-
hold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for the production of oil and gas,
or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority
similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or
gas, may be reformed to exclude such non-producing formations. The forming or re-forming of any unit shall be accomplished by Lessee executing
and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon
which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling or re-
working operations on a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were
production, drilling or reworking operations on a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein speci-
fied, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production
allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease
and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize,
pool, or combine all or any part of the above described lands as to one or more of the formations thereunder 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 like 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
operation and, particularly, all drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agree-
ment. In the event that said above described lands or 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 said plan, then the produc-
tion 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 to which it is allocated and not to any other tract of land; and the royalty payments to be made
hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit
plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon request of Lessee.

13. All express or implied covenants of this lease shall be subject to all Federal and State 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 therewith, if compliance is prevented
by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

14. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessor shall have the right at any
time to recover its payment, its production, and its operations, taxes or other liens on the above described lands, in the event of default of payment by
Lessor and be subrogated to the rights of the holder thereof, and the undersigned Lessor, for themselves and their heirs, successors and assigns,
hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may
in any way affect the purposes for which this lease is made, as recited herein.

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all
such parties who do execute it as Lessor. The word "Lessor," as used in this lease, shall mean any one or more of all of the parties who execute
this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

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

Judy Bledsoe
Judy Bledsoe
2-4-89

SS#

BOOK 196 PAGE 007

2246 NV

BOOK 196 PAGE 008

CONFIDENTIAL

RECORDED AT THE REQUEST OF
BOOK 196 PAGE 007
Bird Oil Corp.
89 APR -7 AM 32

OFFICIAL RECORDS
FURLA COUNTY, NEVADA
FILE NO. 126934
126934

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