

126938

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 14 day of FEBRUARY, 19 82, by and between  
Betty R. Patrick, a married woman dealing in her sole and separate property  
588 Hamilton Avenue, Milpitas, California 95035  
whose post office address is Suite 4500 hereinafter called Lessor (whether one or more) and  
Bird Oil Corporation whose post office address is 1801 California St., Denver, CO 80202  
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  
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 $\frac{1}{2}$   
Section 9: SW $\frac{1}{2}$ NW $\frac{1}{2}$ , E $\frac{1}{2}$ SW $\frac{1}{2}$   
Section 15: S $\frac{1}{2}$ SE $\frac{1}{2}$   
Section 22: N $\frac{1}{2}$ NE $\frac{1}{2}$   
Section 23: W $\frac{1}{2}$ NE $\frac{1}{2}$ , E $\frac{1}{2}$ NW $\frac{1}{2}$ , NW $\frac{1}{2}$ NW $\frac{1}{2}$ , NE $\frac{1}{2}$ SW $\frac{1}{2}$

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 re-working 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 re-working 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. Lessee 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 release 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 Lessee's option  
2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is  
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 (the  
Dollar per barrel net royalty 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 during the  
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 royalty) 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 Lessee 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 a title 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 lesshold owner shall be liable for  
any act or omission of any other lesshold 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 lease. Likewise, units previously formed to include formations not producing oil or  
gas, may be reformed to exclude such non-producing formations. The formation or formations 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 or 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 or 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  
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 Lessee shall have the right at any  
time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by  
Lessor and be subordinated to the rights of the holder thereof and the undersigned Lessee, 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 heretofore 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 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.

Betty R. Patrick

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STATE OF CALIF  
COUNTY OF SANTA CLARA

Nevada,  
California, Arizona, New Mexico, Wyoming, Montana, Colorado, Utah,  
Nebraska, North Dakota, South Dakota  
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this FOURTEENTH  
day of FEBRUARY, 1987, personally appeared B.  
Betty R. Patrick

and \_\_\_\_\_  
to me known to be the identical person WHO, described in and who executed  
the within and foregoing instrument of writing and acknowledged to me that SHE duly executed the same as HER free  
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Comm. Expires 2/1991  
OFFICIAL SEAL  
NOTARY PUBLIC - CALIFORNIA  
SANTA CLARA COUNTY  
My Comm. Expires Oct. 30, 1991

Charles P. ...  
Notary Public.  
Address: 2005 SERRA, #54, MOUNTAIN VIEW, CA 95035

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Nevada,  
California, Arizona, New Mexico, Wyoming, Montana, Colorado, Utah,  
Nebraska, North Dakota, South Dakota  
ACKNOWLEDGMENT—INDIVIDUAL

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_, personally appeared \_\_\_\_\_  
and \_\_\_\_\_

to me known to be the identical person \_\_\_\_\_, described in and who executed  
the within and foregoing instrument of writing and acknowledged to me that \_\_\_\_\_ duly executed the same as \_\_\_\_\_ free  
and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Commission Expires \_\_\_\_\_  
Notary Public.  
Address: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ACKNOWLEDGMENT (For use by Corporations)

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_, before me personally  
appeared \_\_\_\_\_ to me personally known, who, being by  
me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_

and that the seal affixed to said instrument is the corporate seal of  
said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said  
\_\_\_\_\_ acknowledged said instrument to be free act and deed of said corporation.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_.  
Notary Public.  
Address: \_\_\_\_\_

(SEAL)

My Commission expires \_\_\_\_\_

No.	FROM	TO	Dated	No. Acres	County	Term	This instrument was filed for record on the	day of	at	M. and duly recorded in	Volume	Page	County Clerk	Deputy	When recorded return to

BOOK 196 PAGE 20

RECORDED AT THE REQUEST OF  
BOOK 196 PAGE 019  
Bird oil Corp -  
89 APR -7 A11:32

BOOK 196 PAGE 019

Red oil Cng -

'89 APR -7 A11:32

OFFICIAL RECORDS  
EUREKA COUNTY - CALIFORNIA  
M.N. 21 SALE AND RECORDS  
FILE NO FILE # 700

DEPT. OF JUSTICE  
 FEDERAL BUREAU OF INVESTIGATION  
 WASHINGTON, D. C. 20535

FILE # 89 FILE # 7

FILE NO

fti = 700

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