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Billingo Blue Print
Billings, Montana

THIS AGREEMENT is made and entered into as of November 30, 1989, by and between John V. Damele, a/k/a John Vernon Damele, and Roberta M. Damele, husband and wife P. O. Box 295, Eureka, Nevada, 89316

and The Garry-Williams Company
Republic Plaza, 370 17th Street, Suite 5300, Denver, Colorado 80202 hereinafter called Lessee

1. Lessor, for and in consideration of TEN AND MORE Dollars, the receipt of which is hereby acknowledged, and covenants and agreements herein contained, does grant, demise, lease and let exclusively unto Lessee, for the purpose and with exclusive right of exploring by geophysical and other methods, drilling and operating for and producing therefrom oil, liquid hydrocarbons, all gases and their respective constituent products, with rights of way and easements for laying pipe lines, power lines, building tanks, power stations, ponds, roads and structures thereon for producing, saving, treating and caring for such products and any and all other rights and privileges necessary or incident thereto, all that certain land and lands riparian thereto situated in the County of Eureka State of Nevada

as described as follows (herein called "said land"):

Township 24 North, Range 49 East, MDM

Township 24 North, Range 50 East, MDM

- Section 9: N7NW1, SE1NW1, SW1NE1, SW1NE1
- Section 10: SW1SE1, SE1SW1, SE1SW1
- Section 12: SW1SE1, SE1SW1, SW1SW1, NW1SW1
- Section 13: NE1NW1, SW1NW1, NW1SW1
- Section 14: SE1SE1, SW1SE1, NW1SW1
- Section 15: N7NW1
- Section 23: NE1NE1, SW1NE1, W1SE1
- Section 26: NE1NW1, W1SE1
- Section 35: E1NW1

For the purpose of determining the amount of any money payment hereunder, said land shall be considered to comprise 1680.00
See Exhibit "A" attached hereto and by this reference made a part hereof.

2 Subject to the other provisions herein contained, this lease shall be for a term of ten years from this date (herein called "primary term") and as long thereafter as oil or gas is produced from said land or as long thereafter as Lessee is engaged in actual drilling or reworking operations on said land.

3 As royalties, Lessee covenants and agrees as follows: (a) To deliver to the credit of Lessor free of cost, on the lease or into any pipeline to which Lessee may connect its wells, the equal share of all oil produced and saved from said land, or at the Lessor's option may pay to the Lessor for such royalty the market price for oil of like grade and quality prevailing in the same field or area on the day such oil is run into the pipeline or the storage tanks. (b) To pay to Lessor for gas of whatsoever nature or kind produced and sold from said land or used for the manufacture of gasolene or any other products, seventy percent of the proceeds from the sale of such gas at the mouth of the well. The Lessor may have gas free of charge from any gas well on said land for use in the principal dwelling on said land by making his own connections with the well, the use of said well to be at the Lessor's sole risk and expense.

If a well capable of producing gas or gas and gas-condensate in paying quantities located on said land, or on acreage pooled or unitized therewith, is at any time shut-in and no gas or gas-condensate therefrom is sold or used off the premises or for the manufacture of gasolene or other products, nevertheless such shut-in well shall be deemed to be a well on said land producing gas in paying quantities and this lease will continue in force during all of the time or times while such well is so shut-in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas and gas-condensate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in Lessee's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender to Lessor and all other royalty owners as their interests in royalty under the well shall appear, on or before the anniversary of the date of this lease following the shutting-in of such well, and annually thereafter, while such well is so shut-in, as royalty, an amount equal to the annual delay rental herein provided for under the terms of this lease, or, if this lease does not provide for any delay rental, then the sum of \$100 per well. Lessor's portion of such payment may be made or tendered to Lessor or to Lessor's credit by check or draft mailed or delivered to the depository bank designated herein. Portions of such payment payable to others may be made or tendered by check or draft, mailed or delivered to such owners' credit in Lessor's depository bank. Royalty ownership as of the last day of each such annual period as shown by Lessee's records shall determine the amounts and the party or parties entitled to receive such payment. "Shutting-in" of a well shall be the date on which production casing in such well is perforated and a gas flow test shall disclose that the well is capable of production in paying quantities. Until such casing shall have been run and the gas flow tested, no well shall be considered "shut-in."

4 If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from the date hereof, this lease shall terminate, unless the Lessee shall on or before that date pay or tender to the Lessor or the Lessor's credit in the First Interstate Bank at P. O. Box 325, Eureka, Nevada, 89316 or its successors, which Bank and its successors are the Lessor's agent and shall continue as the depository of any and all sums payable under this lease regardless of changes of ownership in said land or in the oil and gas or in the rentals to accrue hereunder, the sum of One Thousand Six Hundred Eighty and 00/100 Dollars.

which shall operate as a rental and cover the commencement of operations for drilling for oil or gas or that of Lessee or tender, the commencement of operations for drilling may further be deferred for the periods successively. All payments or tenders may be made by check or draft of Lessee or any assignee thereof, mailed or delivered on or before the rental date, either direct to Lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid and any and all other rights conferred. Notwithstanding the death of the Lessor or his successors in interest, the payment or tender of rentals in the manner provided herein shall be binding on the heirs, devisees, executors, and administrators of such persons.

5 If Lessor owns a less interest in said land than the entire and undivided fee simple estate therein then the royalties and rentals herein provided for shall be paid Lessor only in the proportion which his interest bears to the whole and undivided fee.

6 If at any time prior to the discovery of oil or gas on said land and during the term of this lease, the Lessee shall drill a dry hole, or holes on said land, this lease shall not terminate, provided operations for the drilling of a further well shall be commenced within 12 months from the expiration of the last rental period for which rental has been paid or provided the Lessee, on or before the expiration of said 12 months begins or resumes the payment of rentals in the manner and amount hereinabove provided; and in this event the preceding section governing the payment of rentals and the manner and effect thereof shall continue in force.

7 If within the primary term of this lease, production on said land shall cease from any cause, this lease shall not terminate provided Lessee re-commences operations on or before the next ensuing rental paying date; or, provided Lessee begins or resumes the payment of rentals in the manner and amount hereinabove provided. If, after the expiration of the primary term of this lease, production on said land shall cease from any cause, this lease shall not terminate provided Lessee re-commences operations for drilling or reworking a well within sixty days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long thereafter as production continues.

8 The Lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells, springs and reservoirs of the Lessor. When required by Lessor, the Lessee shall bury its pipelines below plow depth. Lessee shall pay for damage caused by its operations on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said land and without the consent of the Lessor. Lessee shall have the right at any time during, or within 180 days after the expiration of this lease, to remove all machinery, fixtures, buildings and other structures placed by Lessee on said land, including the right to draw and remove all casing, but said land as nearly as possible to its original condition.

9 Lessee is hereby granted the right and power to pool or combine said land, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greater ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of a well, or for obtaining the maximum allowable production from one well. Such pooling shall be accomplished or terminated by filing of record in the proper county a declaration of pooling or declaration of termination of pooling, a copy of which may be mailed or tendered to Lessor. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on said land under the terms of this lease. The royalty hereon provided shall accrue and be paid to Lessor on or pool of pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage in the land covered hereby and placed in the unit bears to the total acreage placed in such unit.

10 If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereon shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the royalties or rentals or any sum due under this lease shall be binding on the Lessee until 30 days after Lessee has been furnished with a copy of the original recorded instrument of conveyance or a duly certified copy thereof and all advance-day rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of said land and the holder or owner of any such part or parts shall make default in the payment of the monies due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers the part of said land upon which the Lessee or any assignee hereof shall make proper payment of any monies due hereunder.

11 Lessee may at any time surrender this lease in whole or in part by placing such release of record in the proper county. If said lease is surrendered as to only a portion of the acreage covered hereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion surrendered shall cease and determine and any rentals or rents made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of Lessor. Lessee may at any time surrender before receipt of said documents this lease in whole or in part by placing such release of record in the proper county. If said lease is surrendered as to only a portion of the acreage covered hereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion surrendered shall cease and determine and any rentals or rents made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of Lessor.

12 Lessor hereby warrants to defend the title to the land hereon described and agrees that the Lessee, at its option, may pay and discharge in whole or in part and upon which the Lessee or any assignee hereof shall make proper payment of any monies due hereunder.

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 All provisions of this lease shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, successors and assigns of Lessor and Lessee. Lessor hereby waives and releases all rights of dower and homestead in said lands insofar as the rights granted under this lease might be affected thereby.

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S.S.# [redacted]

Roberta M. Damele

S.S.# [redacted]

John V. Damele

John V. Damele

RECORDING DATA

Signed for Identification:

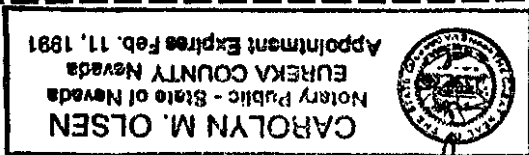
Lessor hereby agrees that this lease may be extended for an additional five (5) years from the end of the initial five year primary term for the same bonus consideration initially paid. If the option to renew this lease is exercised, the bonus consideration will be placed into the depository bank herein named at or before the end of the first five year term. The rental clause will then apply to the remaining term of the second five years at the rate stated herein. Lessee agrees that at the expiration of this lease that a Release of this lease will be placed of record in Eureka County, Nevada at the sole expense of Lessee.

Lessor hereby understands and agreed that the terms of this lease does not give the Lessee or its assigns any right to commit any of the Lessor's royalty interest to a Federal Unit. It is hereby understood and agreed that the actions of Lessee or its assigns on the described lands, might arise out of the actions of Lessee or its assigns on the described lands. Lessee agrees to hold Lessor harmless to any claims, actions or liability that

well on said lands. Notwithstanding anything contained herein to the contrary the royalty received by the Lessor shall not be reduced by any costs or expenses and shall be calculated at the total rate of oil, gas and/or gas-condensate produced and saved from any

Attached hereto and by this reference made a part hereof that certain Oil and Gas Lease dated November 30, 1989 by and between John V. Damele, a/k/a John Vernon Damele, and Roberta M. Damele, husband and wife, Lessor, and The Gary-Williams Company, Lessee.

EXHIBIT "A"



My commission expires: 11 February 1991

Notary Public

Carolyn M. Olsen

Residing at: Garry-Williams

Garry-Williams

known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that (he/she, they) executed the same.

On this 4th day of December, 1989, before me personally appeared John V. Damele, a/k/a John Vernon Damele, and Roberta M. Damele, husband and wife.

STATE OF Nevada } COUNTY OF Eureka } ss.

ACKNOWLEDGMENT FOR INDIVIDUAL

RATIFICATION AND RENTAL STIPULATION

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, the undersigned (whether one or more) owns an interest in the following described lands (herein called "said lands") in the County of Eureka State of Nevada to-wit: _____, subject

Lessor: John V. Damele, a/k/a John Vernon Damele, and Roberta M. Damele, husband and wife
P. O. Box 295, Eureka, Nevada 89316

Lessee: The Gary-Williams Company
Republic Plaza, 370 17th Street, Suite 5300, Denver, Colorado 80202

Dated: November 30, 1989

Recorded:

Lands: Township 24 North, Range 49 East, MDM
Section 9: N½NW¼, SE½NW¼, SW½NE¼
Section 10: SW½SE¼, SE½SW¼
Section 12: SW½SE¼
Section 13: NE½NW¼, SW½NW¼, NW½SW¼
Section 14: SE½SE¼
Section 15: N½NW¼
Section 23: NE½NE¼, SW½NE¼, W½SE¼
Section 26: NE½NW¼, W½E¼
Section 35: E½W¼
Township 24 North, Range 50 East, MDM
Section 14: SE½NW¼, SW½NE¼, W½SE¼, SW¼
Section 22: NE¼
Section 23: NW¼

WHEREAS, the undersigned desires to ratify said lease and to stipulate as to the amount of any delay rentals which may become payable under the terms of said lease with respect to the interest of the undersigned in said lands; NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the undersigned, the undersigned hereby agree as follows: 1. If any delay rentals hereafter become payable under the terms of said lease, with respect to the interest in said lands now held by the undersigned, the amount of such delay rentals payable to the undersigned shall be as follows:

CREDIT TO	AMOUNT	DEPOSITORY BANK (City and State)
John V. Damele, a/k/a John Vernon Damele, and Roberta M. Damele, husband and wife P. O. Box 295 Eureka, Nevada 89316	\$253.34	First Interstate Bank P. O. Box 325 Eureka, Nevada 89316
		Account # [REDACTED]

and payment or tender of such amount in the manner specified in said lease will constitute full and proper compliance with the delay rental provisions of said lease so as to maintain said lease in full force and effect with respect to the entire interest now held by the undersigned in said lands, whatever such interest may be, during the entire period of time covered by such delay rental payment.

2. The undersigned hereby ratifies and confirms said lease as being in full force and effect in accordance with its terms and hereby acknowledges the timely payment and receipt in full of all payments of delay rentals heretofore payable under the provisions of said lease on account of the interest of the undersigned in said lands.

3. The undersigned further grants, leases and lets said lands to the Lessee named in said lease, or his successors and assigns, in accordance with the terms and provisions of said lease to the full extent of the undersigned's right, title and interest in said lands.

4. With respect to and for the purposes of this instrument and said lease, the undersigned hereby releases all rights of power and/or homestead in said lands.

5. This instrument shall be binding upon the undersigned and his heirs, personal representatives, successors and assigns.

EXECUTED this _____ day of _____, 19 89

John V. Damele
John V. Damele

Roberta M. Damele
Roberta M. Damele

131430

EUREKA COUNTY, NEVADA
M.M. REBALZATI, RECORDER
FILE NO. 800
FEE \$

OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
BOOK 208 PAGE 110
Mary Williams Co.
90 FEB -5 P3-27

RECORDING DATA

State of _____ }
 County of _____ } ss.
 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 the free act and deed of said corporation.

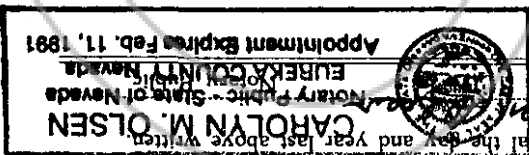
Witness my hand and seal this _____ day of _____, A. D. 19____.

(SEAL)
 My Commission Expires _____
 Notary Public _____

STATE OF _____ }
 COUNTY OF _____ } ss.
 BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 19____, personally appeared _____, 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 _____



STATE OF Nevada }
 COUNTY OF Esmeralda } ss.
 BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this _____ 4th day of _____, 19 89, personally appeared John V. Damele, a/k/a John Vernon Damele, and Roberta M. Damele, husband and wife _____, 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 _____, they _____, duly executed the same as _____, their _____, 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 11 Feb 1991