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Official Record

Recording requested By
CONTEX ENERGY CO

Eureka County - NV
Mike Rebaleati - Recorder

Fee: \$47.00

Page 1 of 9

RPTT

Recorded By: FES

Book- 0462 Page- 0234

APN# N/A

Recording Requested by:

Name Contex Energy Co.

Address 621 17th St., Suite 1020

City/State/Zip Denver, CO 80293



0210516

OIL & GAS LEASE

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2.
(Additional recording fee applies)

This cover page must be typed or printed.

BOOK 414 PAGE 146

FEE \$46.00 FILE 337243

FILED FOR RECORD
AT THE RECORDER'S

CONTEXT FENNERZELY COMPANY
2007 MAY -1 PM 12:06

RECORDED BY 414 PAGES 146-153
MARTHA S. BIRDELAR
WHITE PINE COUNTY RECORDER

337243

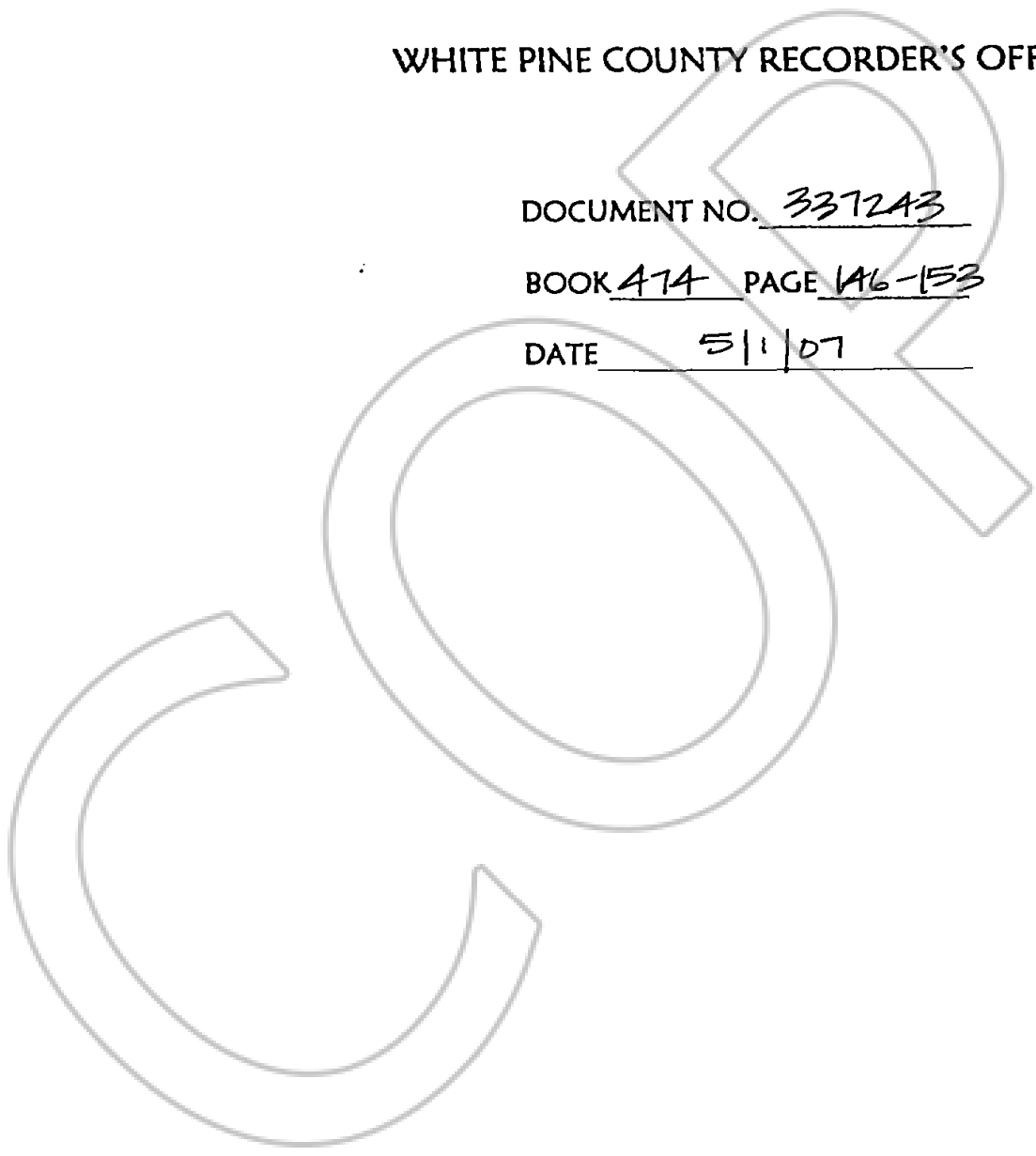
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WHITE PINE COUNTY RECORDER'S OFFICE

DOCUMENT NO. 337243

BOOK 414 PAGE 146-153

DATE 5/1/07



Form 3100-11
(February 2003)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 1004-0145
Expires: 11/30/2005

OFFER TO LEASE AND LEASE FOR OIL AND GAS

Serial Number

The undersigned (reverse) offers to lease all or any of the lands in Item 2 that are available for lease pursuant to the Mineral Leasing Act of 1920, as amended and supplemented (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands of 1947, as amended (30 U.S.C. 351-359), the Attorney General's Opinion of April 2, 1941 (40 Op. Atty. Gen. 41), or the

118710

READ INSTRUCTIONS BEFORE COMPLETING

1. Name: Frontier Explorations Ltd.
Street: c/o The Corporation Trust Company of Nevada
City, State, Zip Code: 6100 Neil Road, Suite 500
Reno, NV 89511

2. This application/offer/lease is for: (Check only One) PUBLIC DOMAIN LANDS ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____ Unit/Project _____

Legal description of land requested: _____ *Parcel No.: _____ *Sale Date (m/d/y): 9 / 10 / 2002

*SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.

T.	R.	Meridian	Mount Diablo	State	Nevada	County	Eureka & White Pine
T25N	R54E		Sec. 33, Lots 1,2,3, SESE, N2SE, N2SW, N2				
T25N	R54E		Sec. 26, E2NW, NE, S2				
T25N	R54E		Sec. 25,34,35,36, all				
T25N	R55E		Sec. 19,20,29,30,31, all				
T25N	R55E		Sec. 32, all, (Exclude Patent MS 2180)				

Amount remitted: Filing fee \$ 75.00

Rental fee \$ 9,813.00

Total acres applied for 6,541.77
Total \$ 9,888.00

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 25 N. R. 54 E. Meridian MD State NV County Eureka & White Pine

sec. 25, all;
sec. 26, E2, E2NW, SW;
sec. 33, lots 1-3, N2, N2SW, N2SE, SESE;
sec. 34, all;
sec. 35, all;
sec. 36, all.

T. 25 N. R. 55 E.
(Pro Dia 163)

sec. 19, all; sec. 29, all; sec. 31, all;
sec. 20, all; sec. 30, all; sec. 32, all (excl me patent).

Total acres in lease 6541.77
Rental retained \$ 9813.00

This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas (except helium) in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

- Noncompetitive lease (ten years)
- Competitive lease (ten years)
- Other _____

THE UNITED STATES OF AMERICA

Acting by [Signature]
Supervisor, Branch of Minerals Adjudication
(Title) JUL 07 2004
(Date)

EFFECTIVE DATE OF LEASE: AUG 01 2004

(Continued on reverse)

Tear INSTRUCTIONS Tear

A. General
1. The front of this form is to be completed only by parties filing for a noncompetitive lease. in establishing title for minerals. The description of land must conform to 43 CFR 3110. A single parcel number and Sale Date shall be the only acceptable description during the period

NOTICE

The Privacy Act of 1974 and the regulations in 43 CFR 2.48(d) provide that you be furnished with the following information in connection with information required by this oil and gas lease offer.

AUTHORITY: 30 U.S.C. 181 et seq.; 30 U.S.C. 351-359

PRINCIPAL PURPOSE: The information is to be used to process oil and gas offers and leases.

ROUTINE USES: (1) The adjudication of the lessee's rights to the land or resources. (2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources. (3) Transfer to appropriate Federal agencies when consent or concurrence is required prior to granting a right in public lands or resources. (4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION: If all the information is not provided, the offer may be rejected. See regulations at 43 CFR 3100.

The Paperwork Reduction Act of 1995 requires us to inform you that:

1. This information is being collected pursuant to the law.
2. This information will be used to create and maintain a record of oil and gas lease activity.
3. Response to this request is required to obtain a benefit.

BLM would like you to know that you do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 1 hour per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management (1004-0145), Bureau Information Collection Clearance Officer (WO-630), 1849 C Street, N.W., Washington, D.C. 20240.

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options; (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act; (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments. 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Duly executed this 15 day of JUNE, 2004

Harold A. Jacobsen
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

- (a) Noncompetitive lease, \$1.50 for the first 5 years; thereafter \$2.00;
- (b) Competitive lease, \$1.50; for the first 5 years; thereafter \$2.00;
- (c) Other, see attachment, or as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

- (a) Noncompetitive lease, 12 1/2 %;
- (b) Competitive lease, 12 1/2 %;
- (c) Other, see attachment, or as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds—A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage—Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool

costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations—To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium—Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

THE FOLLOWING NOTICE WILL BE ATTACHED TO ALL ISSUED LEASES

NOTICE TO LESSEE

Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201(a)(2)(A), requires that any entity that holds and has held a Federal coal lease for 10 years beginning on or after August 4, 1976, and who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.

In accordance with the terms of this oil and gas lease with respect to compliance by the initial lessee with qualifications concerning Federal coal lease holdings, all assignees and transferees are hereby notified that this oil and gas lease is subject to cancellation if: (1) the initial lessee as assignor or as transferor has falsely certified compliance with Section 2(a)(2)(A) or (2) because of a denial or disapproval by a State Office of a pending coal action, i.e., arms-length assignment, relinquishment, or logical mining unit, the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A). The assignee or transferee does not qualify as a bona fide purchaser and, thus, has no rights to bona fide purchaser protection in the event of cancellation of this lease due to noncompliance with Section 2(a)(2)(A).

Information regarding assignor or transferor compliance with Section 2(a)(2)(A) is contained in the lease case file as well as in other Bureau of Land Management records available through the State Office issuing this lease.

TIMING LIMITATION STIPULATION

No surface use is allowed during the following time period(s). This stipulation does not apply to operations and maintenance of production facilities.

Sage Grouse Winter Habitat

Sage grouse winter habitat from November 1 to March 31.
All valleys throughout the BLM Ely District Egan Resource Area.

Description of Lands

PARCEL NV-02-09-0123	T. 25 N., R. 55 E., MDM, Nevada sec. 03, lots 3,4, S2NW, SW; sec. 10, all.
PARCEL NV-02-09-0124	ALL LANDS
PARCEL NV-02-09-0125	T. 25 N., R. 55 E., MDM, Nevada sec. 05, lots 1,2, S2NE; sec. 05, SE (Pro Dia 163); sec. 08, E2 (Pro Dia 163).
PARCEL NV-02-09-0127	ALL LANDS
PARCEL NV-02-09-0128	T. 25 N., R. 55 E., MDM, Nevada (Pro Dia 163) sec. 17, E2; sec. 20, E2.
PARCEL NV-02-09-0129	ALL LANDS
PARCEL NV-02-09-0131	T. 25 N., R. 55 E., MDM, Nevada sec. 27, lots 1-4, NW; sec. 28, lots 1,2, W2NE, NW
PARCEL NV-02-09-0132	T. 25 N., R. 55 E., MDM, Nevada (Pro Dia 163) sec. 29, NE.
PARCEL NV-02-09-0137	T. 26 N., R. 55 E., MDM, Nevada sec. 33, lots 1-7, W2NE, NW, N2SW, NWSE.
PARCEL NV-02-09-0163	ALL LANDS

OG-047-1
1 of 2

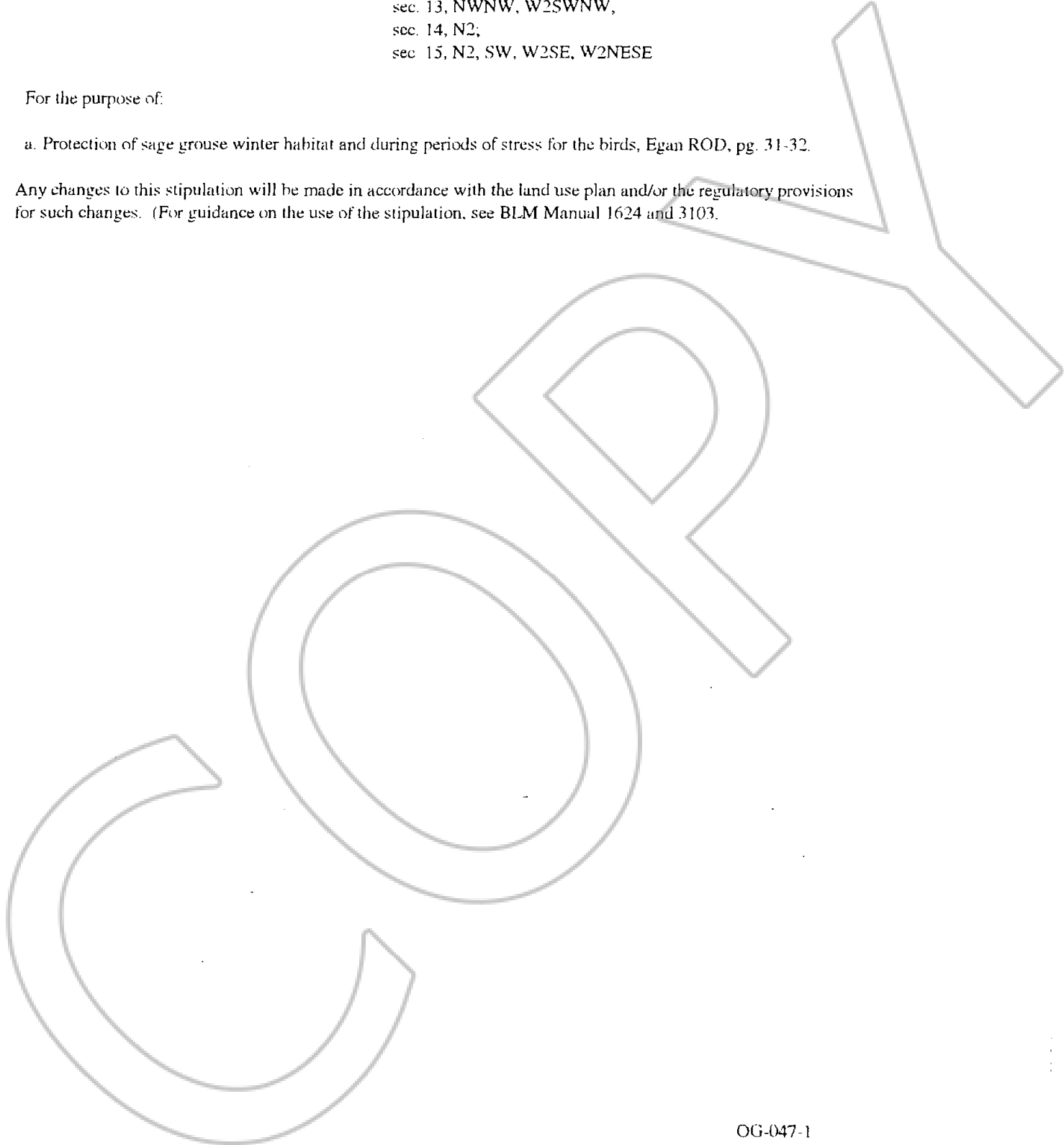
PARCEL NV-02-09-0164

T. 12 N., R. 62 E., MDM, Nevada
sec. 13, NWNW, W2SWNW,
sec. 14, N2;
sec. 15, N2, SW, W2SE, W2NESE

For the purpose of:

- a. Protection of sage grouse winter habitat and during periods of stress for the birds, Egan ROD, pg. 31-32.

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of the stipulation, see BLM Manual 1624 and 3103.



OG-047-1
2 of 2

Endangered Species Act Section 7 Consultation Stipulation

The lease area may now or hereafter contain plants, animals, or their habitats determined to be threatened, endangered, or other special status species. BLM may recommend modifications to exploration and development proposals to further its conservation and management objective to avoid BLM-approved activity that will contribute to a need to list such a species or their habitat. BLM may require modifications to or disapprove proposed activity that is likely to result in jeopardy to the continued existence of a proposed or listed threatened or endangered species or result in the destruction or adverse modification of a designated or proposed critical habitat. BLM will not approve any ground-disturbing activity that may affect any such species or critical habitat until it completes its obligations under applicable requirements of the Endangered Species Act as amended, 16 U.S.C. § 1531 *et seq.*, including completion of any required procedure for conference or consultation.

	<u>Description of Lands</u>
PARCEL NV-02-09-0086 Thru PARCEL NV-02-09-0089	ALL LANDS
PARCEL NV-02-09-0093	ALL LANDS
PARCEL NV-02-09-0122 Thru PARCEL NV-02-09-0125	ALL LANDS
PARCEL NV-02-09-0127	ALL LANDS
PARCEL NV-02-09-0128	ALL LANDS
PARCEL NV-02-09-0129	ALL LANDS
PARCEL NV-02-09-0131	ALL LANDS
PARCEL NV-02-09-0132	ALL LANDS
PARCEL NV-02-09-0137 Thru PARCEL NV-02-09-0148	ALL LANDS
PARCEL NV-02-09-0153	ALL LANDS
PARCEL NV-02-09-0155	ALL LANDS
PARCEL NV-02-09-0156	ALL LANDS
PARCEL NV-02-09-0163	ALL LANDS
PARCEL NV-02-09-0164	ALL LANDS

T&E





United States Department of the Interior

BUREAU OF LAND MANAGEMENT
 Nevada State Office
 P.O. Box 12000 (1340 Financial Blvd)
 Reno, Nevada 89520-0006
<http://www.nv.blm.gov>



In Reply Refer To:
 3100
 (NV-923)

NOTICE

Attached is your approved oil and gas lease. The first year rental that was submitted with your offer has been sent to Minerals Management Service. Starting with the second lease year, you are responsible for the annual lease rental payment which is due on or before the anniversary date each year, whether or not you receive a Notice of Rental Due.

All rental payments must be mailed directly to the Minerals Management Service (MMS) at the following address:

Minerals Management Service (MMS)
 Data Management Division, M.S. 3113
 Box 5640
 Denver, CO 80217

To ensure that MMS properly credits your rental payment to the appropriate lease, please identify the entire lease serial number on the face of your remittance.

Except for lease rental payments that must be provided to MMS at the above specified address, all other lease matters including address changes, and lease relinquishments, must be directed to the proper BLM office at the address given in the letterhead of this notice.

The MMS normally issues courtesy notices 75 days prior to the lease anniversary date in which the annual rental is due. To expedite processing by the MMS, the party receiving the courtesy notice should ensure it is returned with the rental payment. If a courtesy notice is not received, reference to the lease serial number should be made on the remittance. For leases where there are multiple lessees, the courtesy notice is generally mailed to the lessee holding the majority of lease interest. You should notify the MMS, in writing, at the above address if you wish to request a change. Do not rely on receipt of a courtesy notice as a reminder to pay the rental. Failure to receive a courtesy notice will not prevent the lease from terminating if you do not pay the rental, nor is it considered a justifiable reason for not paying the rental on time.

For additional information and assistance regarding rental payments, please call the toll free number at MMS: 1-800-525-9167.