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01:18 PM

**Official Record**

Recording requested By  
GRANT CANYON

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$17.00

Page 1 of 4

RPTT:

Recorded By: FES

Book- 551 Page- 0046



0224567

**AMENDMENT OF  
OIL AND GAS LEASE**

**AMENDMENT OF OIL AND GAS LEASE**

THIS AMENDMENT OF OIL AND GAS LEASE (this "Amendment"), dated as of May 13, 2013, is between SLAGOWSKI RANCHES, INC., a Nevada corporation ("Lessor"), Pine Valley Route, Carlin, Nevada 89822, and GRANT CANYON OIL & GAS, LLC, a Colorado limited liability company ("GCOG"), 717 Seventeenth Street, Suite 1400, Denver, Colorado 80202.

**RECITALS**

A. Lessor executed and delivered to GCOG an Oil and Gas Lease dated December 1, 2012 (the "Lease"), filed and recorded on January 18, 2013, under Document #0223662, Book 546, Page 322 of the Official Public Records of Eureka County, Nevada.

B. Lessor and GCOG have noticed certain scrivener's errors included on the Addendum attached to the Lease (the "Addendum").

C. Lessor and GCOG desire that this Amendment be executed and delivered in order to correct the above-referenced scrivener's errors.

**AGREEMENT**

In consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and GCOG hereby agree as follows:

1. Lease Amendment. Effective as of the date hereof, the Lease shall be amended as follows:

(a) The following shall be substituted for Section A-8 on page 2 of the Addendum:

A-8 If any lien, encumbrance or security interest is filed against any of the real or personal property of SLAGOWSKI RANCHES, INC. caused or incurred by GCOG, then GCOG shall, within thirty (30) days after such filing, remove the same from the property of SLAGOWSKI RANCHES, INC. GCOG shall provide to SLAGOWSKI RANCHES, INC. seven (7) days advance written notice of all construction, repairs (other than repairs of an emergency nature), drilling and other activities GCOG intends to do or cause to be done which could result in a mechanic's or materialmen's lien being filed against SLAGOWSKI RANCHES, INC.'s property so that SLAGOWSKI RANCHES, INC. can timely file a written Notice of Non-Responsibility pursuant to N.R.S. 108.234.

(b) In line 3 of Section A-13 on page 3 of the Addendum, "than" shall be substituted for "that".



0224567

Book: 551 07/05/2013  
Page: 47 Page: 2 of 4

(c) In line 5 of Section A-14 on page 3 of the Addendum, "now" shall be substituted for "not".

(d) The second and third sentences of Section A-19 on page 5 of the Addendum shall be deleted and the following shall be substituted therefor:

This lease will terminate at the end of the Primary Term unless extended beyond the Primary Term in accordance with the other provisions of this lease.

If a well or wells are in production at the time of expiration of this lease, the surface area devoted to the well site and related equipment and facilities will be no more than five (5) acres per well and will be subject to the terms of this lease.

(e) In line 2 of Section A-22 on page 5 of the Addendum, "Corporation" shall be deleted.

2. Lease Ratification. Each of Lessor and GCOG hereby:

- (a) acknowledges the terms of this Amendment;
- (b) ratifies and affirms its obligations under the Lease, as amended hereby;
- (c) acknowledges, renews and extends its continued obligation to perform its duties under the Lease, as amended hereby; and
- (d) agrees that the Lease remains in full force and effect in accordance with its terms, as amended hereby.

EXECUTED as of the date first above written.

ATTEST:

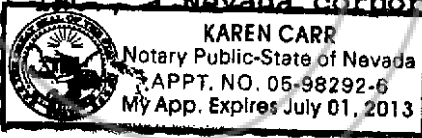
SLAGOWSKI RANCHES, INC.

*Billie Sue Slagowski*  
 Billie Sue Slagowski,  
 Secretary

By: *Carl Slagowski*  
 Carl Slagowski,  
 President

STATE OF NEVADA )  
 )  
 COUNTY OF Elko ) ss.

This instrument was acknowledged before me on June 19, 2013, by Carl Slagowski, as the President of SLAGOWSKI RANCHES, INC, a Nevada corporation. Witness my hand and official seal.




*[Signature]*  
 Notary Public

(SEAL)

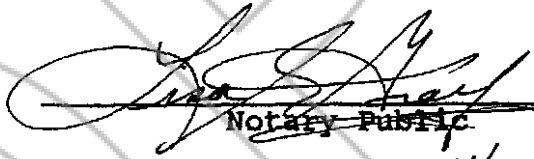
My commission expires: July 1, 2013

GRANT CANYON OIL & GAS, LLC

By:   
Michael D. O'Neal,  
President

STATE OF Colorado )  
COUNTY OF Denver ) ss.

This instrument was acknowledged before me on May 22<sup>nd</sup>, 2013, by Michael D. O'Neal, as the President of GRANT CANYON OIL & GAS, LLC, a Colorado limited liability company. Witness my hand and official seal.

  
Notary Public

(SEAL)

My commission expires: 11/2, 2013