

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No.

COC65106

OFFER TO LEASE AND LEASE FOR OIL AND GAS

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

READ INSTRUCTIONS BEFORE COMPLETING

1. Name **GUNNISON ENERGY CORP**
Street **1495 RIDGEVIEW DR STE 10**
City, State, Zip Code **RENO, NV 89509-**

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): 8 / 9 / 2001

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

T. _____ R. _____ Meridian _____ State _____ County _____

Amount remitted: Filing fee \$ _____

Rental fee \$ _____

Total acres applied for _____

Total \$ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. 12 S R. 89 W Meridian 6TH PM State Colorado County Gunnison
Sec. 17 : SWNE,W2,W2SE;
Sec. 18 : Lot 1-4;
Sec. 18 : E2,E2W2;

Total acres in lease 1,075.480

Rental retained \$ 1,614.00

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

by Sharon Deuts

LAND LAW EXAMINER (Title)

AUG 30 2001

SEP 01 2001 (Date)

EFFECTIVE DATE OF LEASE _____

(a) Under proposed section 224 (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; (1) offeror is a partner holding an interest in the offer or in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's principal interest, 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 oil 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 restrictions requirements for all Federal oil and gas lease holdings as required by sec. 17(b) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 11 of the Act.

(b) Under proposed section 224 signatory 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 contained 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 offender 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, or to make any such statement within its jurisdiction.

_____ day of _____, 19____.

LEASE TERMS

Annual rental rates per acre or fraction thereof are:

(a) Noncompetitive lease: 31.50 for the first 5 years; thereafter 32.00;
(b) Competitive lease: \$1.50; for the first 5 years; thereafter \$2.00;

(c) Unless, for administrative reasons, as specified in regulations at the time this case is issued, inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552), during existence of this lease, information obtained under this section shall be closed to

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 includes a well capable of producing leased resources, and the plan contains a provision for If this lease or a portion thereof is committed to an approved cooperative or unit plan which

annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands 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, the 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 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, the allocation of production, royalties shall be paid on the production allocated to this lease. However,

[illegible]

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 continued so as to prevent

any business may be waived, renounced, 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:

(n) Noncompetitive lease, 12% %;

(c) Other, see attachment or

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the applicable regulations at the time this lease is issued.

right to establish reasonable minimum values on products after giving 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 the product is first sold.

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.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity—Lessee shall: pay when due all taxes (directly assessed and indirect) levied on the Lease or the Leasehold Estate, and the

that such action is necessary to encourage the greatest ultimate recovery of the leased resources, for all or portions of the lease if the Secretary determines that any rates may be reduced, or all or portions of the lease if the Secretary determines that any rates may be increased, or if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, complete freedom of purchases; pay all wages at least twice each month in lawful money of the United States; and in a case where the lessee is a corporation, the lessee shall not be a corporation organized under the laws of any foreign country.

and take measures necessary to protect the health and safety of the public.

Letco reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. If Letco operates a pipeline, or owns controlling interest in a pipeline or a company

each 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 the Federal Coal Leasing Act of 1920, or to the failure to comply with any rule, regulation, order or citation issued under the Mineral Leasing Act of 1920.

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

Sec. 4. Difference rate of development, improvement and drainage—Leases shall contain covenants...

[illegible]

in the public interest and to require lessee to subordinate to a cooperative or unit plan, within 30

Sec. 12. Delivery of premises—As such time as all or portions of this lease are returned to lessor,

lessor shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and

improvements not deemed necessary by lessor for preservation of productive wells.

1. The Commission has received information from the public that the Commission's decision to grant the application for the proposed development is in breach of the provisions of the Planning and Development Act 2000. The Commission is aware that the proposed development is a residential development and that the Commission's decision to grant the application is in breach of the provisions of the Planning and Development Act 2000. The Commission is aware that the proposed development is a residential development and that the Commission's decision to grant the application is in breach of the provisions of the Planning and Development Act 2000.

of oil or gas by paying quantities, or the lease is commuted; or an approved cooperation or joint plan or community agreement which contains a well casing or production or unit

substances. This provision shall not be construed to prevent the exercise of any other legal and equitable remedy, including award of the default. Any such

Lessee shall keep open to all reasonable times (or for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and shall be subject to applicable provisions and penalties of FOGDRA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, assigns, or assigns-in-interest of the lessor, his heirs, executors, administrators, assigns, or assigns-in-interest. Lessee shall maintain copies of all contracts, sales agreements, accounting records, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, maps, and records relative to operations, surveys, or investigations on or in the leased lands.

សម្រាប់ការបោះឆ្នោតក្នុងរដ្ឋបាលខេត្តកំពង់ចាម។

លេខៈ ០១២៧ ភ្នំពេញ ថ្ងៃទី ១៤ ខែ វិច្ឆិកា ឆ្នាំ ២០១៣

នាយករដ្ឋមន្ត្រី

ហ៊ុន សែន

EXHIBIT UB-04

Lease Number: COC65106

TIMING LIMITATION STIPULATION

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

December 1 - April 30

On the lands described below:

PM: 6 T: 0120S R: 0890W
Section 18: E2, E2W2;
Section 18: 1-4;
Section 17: W2W2;

For the purpose of (reasons):

To protect crucial deer and elk winter ranges.

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 3101 or FS Manual 1950 and 2820.)