

James W. Fitch, Assessor - Recorder
Kern County Official Records

BEARDSLE
6/28/2013
12:34 PM

Recording Requested By And
When Recorded Return To:

Century Exploration Resources, LLC
Attn: Land Manager
1401 Commercial Way, Suite 100
Bakersfield, CA 93309

Recorded at the request of
Public

DOC#: **0213091545**

Stat Types: 1 Pages: **6**



Fees	28.00
Taxes	0.00
Others	3.00
PAID	<u>\$31.00</u>

(Above This Line For Recorder's Use)

AMENDMENT TO OIL, GAS AND MINERAL LEASE

AMENDMENT TO OIL, GAS AND MINERAL LEASE

(Paid-up Extension of Primary Term of Lease)

This Amendment to Oil, Gas and Mineral Lease (“Amendment”), dated March 28, 2013, but effective as of November 28, 2012 (“Effective Date”), is made by and between City National Bank, as Successor Trustee of the Testamentary Trust established under the will of Abraham L. Gump, Deceased (“Lessor”), and Century Exploration Resources, LLC (“Lessee”), with reference to that certain Oil, Gas and Mineral Lease (“Lease”) dated November 28, 2007, by and between Lessor and Edward M. Tilbury, (original lessee), a memorandum of the Lease being recorded December 17, 2007, Document No. 0207248039, Official Records of Kern County, California, covering the following-described lands in said County and State:

Township 26 South, Range 19 East, M.D.B.& M.

Section 25: All

Township 26 South, Range 20 East, M.D.B.& M.

Section 30: SW/4

containing 800.00 acres, more or less (“leased land”).

Lessor and Lessee acknowledge and agree that the Lease is valid, subsisting, and in full force and effect. Lessor and Lessee desire to amend the Lease by providing that from the Effective Date through November 28, 2015, the Lease shall be deemed to be within an “Extended Primary Term,” and that throughout said Extended Primary Term, the Lease shall be maintained in full force and effect by the payment of the consideration provided below.

For adequate consideration:

(i) the amount of the periodic rental to be paid under paragraph 2 of the Lease, has been modified by written agreement between the parties of even date (to which reference is made for further particulars), and the rental, as thus modified, has been paid in full through November 28, 2015, the receipt and sufficiency of which are hereby acknowledged by Lessor,

(ii) the Lease is hereby amended to provide for an Extended Primary Term extending through November 28, 2015 (i.e., three (3) years from the Effective Date, during which the Lease shall in all respects be maintained in full force and effect by the payment of the consideration herein provided, notwithstanding anything to the contrary contained in the Lease, or herein, except the obligation (should it arise) to drill an offset well, and as long thereafter as oil or gas are produced from the leased land, or lands with which the leased land are pooled, or in the manner provided for and on the terms and conditions set forth in the Lease, as amended, and

(iii) the phrase “one hundred twenty (120) days” in paragraph 6 (Continuous Drilling) of the Lease, is hereby amended to read “one hundred eighty (180) days”.

(iv) in all other respects, the Lease remains unchanged.

By executing this Amendment, Lessor acknowledges that the Lease is valid, subsisting, and in full force effect, and hereby grants, leases, and lets the leased land to Lessee, on the terms and provisions provided in the Lease, as amended, for the Extended Primary Term, the paid-up rental, and the additional time for Continuous Drilling.

This Amendment may be executed in multiple counterparts, but all counterparts, taken together, shall be deemed one and the same Amendment.

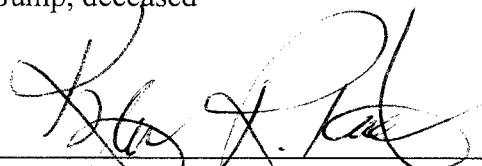
IN WITNESS WHEREOF, this Amendment is executed by Lessor and Lessee as of the dates of acknowledgment of their respective signatures, but shall be deemed effective for all purposes as of the Effective Date stated above.

LESSOR

LESSEE

CITY NATIONAL BANK, as Successor
Trustee of The Testamentary Trust
Established under the Will of Abraham
L. Gump, deceased

CENTURY EXPLORATION RESOURCES,
LLC

By: 

Kim Hosea, Vice President

By: _____
Jerry L. Sheets

Its: Vice President

Its: Senior Vice President - Land

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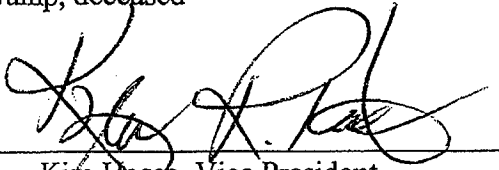
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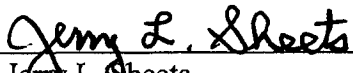
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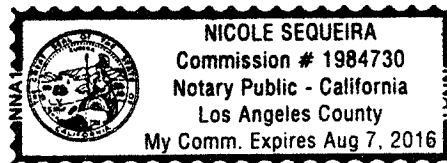
STATE OF CALIFORNIA }
 }
COUNTY OF Los Angeles } ss.

On March 28, 2013, before me, Nicole Sequeira, a Notary Public, personally appeared Kim Hixia, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature] (Seal)
Signature - Notary Public



STATE OF TEXAS }
 }
COUNTY OF HARRIS } ss.

On March _____, 2013, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

Signature - Notary Public (Seal)

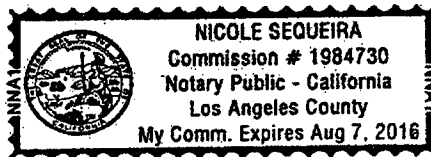
STATE OF CALIFORNIA }
 }
COUNTY OF Los Angeles } ss.

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WITNESS my hand and official seal.

[Signature] (Seal)
Signature - Notary Public



^{California}
STATE OF ~~TEXAS~~ }
 }
^{Kern}
COUNTY OF ~~HARRIS~~ } ss.

On ~~March~~ ^{April} 2, 2013, before me, Nicole Kitchen, a Notary Public, personally appeared Jerry L. Sheets, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

[Signature] (Seal)
Signature - Notary Public

