

John Tomera, )  
 to ) Agreement  
 E. Irvin Puett.)

THIS AGREEMENT entered into as of the 15th day of March, 1950, between JOHN TOMERA, of Palisade, Eureka County, Nevada, hereinafter called lessor, and E. IRVIN PUETT, of Carlin, Nevada, hereinafter called Lessee,

W I T N E S S E T H:

That Lessor, for and in consideration of the sum of FIVE DOLLARS (\$5.00), in hand paid and of the covenants and agreements hereinafter contained to be performed by the Lessee, has this day granted, demised, leased and let, and hereby grants, demises, leases and lets all of the lands hereinafter described unto the Lessee, together with the sole and exclusive right of prospecting, mining and operating for and producing oil, gas, casinghead gas and casinghead gasoline, laying pipe line, building tanks, storing oil, building power stations, telephone lines and other structures thereon to produce, save, take care of and manufacture all of such substances, and for housing and boarding employes, with right for such purposes to the free use of oil, gas or water from said lands, but not from lessor's water wells, and with the right of removing, either during or after the term hereof, all and any property and improvements placed or erected on the premises by Lessee, including the right to pull all casing, together with any and all other rights of way, easements, servitudes, and privileges necessary, incident to, or convenient for the economical operation of said land, said land being situate in the County of Eureka, State of Nevada, and more particularly described as follows, to-wit:

All ranch and range lands owned by the Lessor, situate in what is commonly known as and referred to as Pine Valley, Eureka, County, Nevada.

TO HAVE AND TO HOLD said lands, and all rights and privileges granted hereunder, unto the Lessee, his heirs and assigns, for the term beginning with the date hereof and expiring May 25, 1951, at 12:00 o'clock noon of said day, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is actually produced from any portion of said leased lands.

The Lessee agrees to pay the Lessor in cash at the prevailing field market price at the time of production, the value in its natural state of the equal one-eighth part of all oil and gas, (having due regard for the value of the gasoline or other mineral content of such gas) produced, saved and marketed from the above described premises. Settlement therefor

shall be made on the 20th day of each month for minerals produced during the preceding calendar month.

The Lessor may have gas free of charge from any gas well on the leased premises for all stoves and inside lights in the principal dwelling house on the said land by making his own connections with the well, the use of said gas to be at the Lessor's sole risk and expense at all times; said right to be subject to prior right of Lessee to gas from said wells for operating purposes as herein set out.

This lease agreement, by its terms expires May 25, 1951, and in the event oil or gas, or either of them, is not produced in commercial quantities on Lessor's leased lands prior to such expiration date, this lease shall be considered as being cancelled and shall be of no further force or effect.

Lessor reserves the right to farm, irrigate, raise and harvest crops, and graze and pasture any of said leased lands during the period of this lease, except where such operations will materially conflict with Lessee's actual drilling or exploration operations.

Lessee may at any time surrender this lease by delivering or mailing a release thereof to the Lessor, at Palisade, Nevada, and thereupon all payments and liability of the Lessee hereunder shall cease and the lease shall become void; and likewise the Lessee may surrender any part of said land and terminate Lessee's obligations as to the land surrendered, without terminating the lease as to the remaining land.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without written consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops on said land.

Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if Lessee shall commence drilling operations on Lessor's land at any time while this lease is in force, this lease shall remain in force and its term shall continue so long as such operations are prosecuted with diligence, and, if production results therefrom, then as long as production continues.

This lease and all of its terms, conditions and stipulations shall extend to and be binding upon all successors of Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

John Tomera  
LESSOR

E. Irvin Puett  
LESSEE

STATE OF NEVADA, )  
                          ) SS.  
COUNTY OF EUREKA.)

On this 9th day of May, 1950, personally appeared before me, in and for said County and State, JOHN TOMERA, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

(Official Seal)

Ed Delaney  
County Clerk--Ex-officio  
Clerk of the Third Judicial  
Court.

STATE OF NEVADA, )  
COUNTY OF EUREKA. ) SS.

On this 9th day of May, 1950, personally appeared before me, in and for said County and State, E. IRVIN PUETT, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

(Official Seal)

Ed Delaney  
County Clerk--Ex-officio  
Clerk of the Third Judicial Court.

Recorded at the Request of Irvin Puett June 8 A.D. 1950 At 02 min. past 10 A.M.

Peter Merialdo--Recorder.