

Lester C. Hotchkiss and)
Alpha L. Hotchkiss, his wife,)
AND O. C. Flaegel and)
Mae Flaegel, his wife.)

OPTIONOR)

To)

) OPTION AGREEMENT
)

THE TEXAS COMPANY,)

OPTIONEE.)

OPTION AGREEMENT

THIS AGREEMENT, made the 2nd day of June, 1952, by and between Lester C. Hotchkiss and Alpha L. Hotchkiss, his wife, and O. C. Flaegel and Mae Flaegel, his wife, hereinafter called

"Optionor", and THE TEXAS COMPANY, a Delaware corporation, hereinafter called "Optionee",

W I T N E S S E T H:

THAT, WHEREAS, Lester C. Hotchkiss and Alpha L. Hotchkiss, are the Lessee under that certain oil and gas lease described as follows, to wit:

Oil and gas lease dated June 1st, 1950, from the United States of America, as Lessor, to LESTER C. HOTCHKISS and/or ALPHA L. HOTCHKISS, as Lessee, serial number Nevada 0677, covering the following described lands in the Counties of White Pine and Eureka, State of Nevada, to wit:

TOWNSHIP 15 NORTH, RANGE 54 EAST, MDM.

Commencing at the Southeast corner of T. 16 N., R. 54 E., M.D.M., thence West 7920 feet, thence South 2640 feet, thence East 7920 feet, thence North 2640 feet to the point of beginning; which, when surveyed, will probably be:

Section 1, North half ($N\frac{1}{2}$)
Section 2, Northeast quarter ($NE\frac{1}{4}$)

TOWNSHIP 15 NORTH, RANGE 55 EAST, MDM

Commencing at a point 5280 feet South and 2640 feet West of the Southeast corner of T. 16 N., R. 55 E., MDM, thence West 2640 feet, thence South 2640 feet, thence East 2640 feet, thence North 2640 feet, to the point of beginning; which, when surveyed, will probably be:

Section 12, Northwest quarter ($NW\frac{1}{4}$)

Commencing at a point 2 miles South and 2 miles West of the Southeast corner of T. 16 N., R. 55 E., M.D.M., thence Westerly 2640 feet, thence South 5280 feet, thence East 2640 feet, thence North 5280 feet to the point of beginning; which, when surveyed, will probably be:

Section 15, East half ($E\frac{1}{2}$)

containing 960.00 acres, more or less, said lands being hereinafter referred to as "subject lands", and

WHEREAS Lester C. Hotchkiss and Alpha L. Hotchkiss, as Assignor, assigned said lease to O. C. Flaegel and Mae Flaegel, as Assignee, by written indenture of assignment of United States Oil and Gas Lease, with reservation of overriding royalty, dated July 18, 1950.

NOW, THEREFORE, for and in consideration of the sum of Twenty-five and no cents Dollars (\$25.00) and other good and valuable considerations to Optioner in hand paid by Optionee, the receipt of which is hereby acknowledged, Optionor does hereby give and grant unto Optionee the sole and exclusive right and privilege to purchase and acquire from Optionor said oil and gas lease, insofar as it relates to and covers the subject lands, or any part or parts thereof, at any time and from time to time within the period (hereinafter called "option period") expiring two (2) years from the date hereof, subject, however, to the overriding royalty reservation hereinafter referred to and upon the following conditions:

1. This option is taken for the purpose of geological and geophysical exploration, and Optionee shall have the right at any time and from time to time to carry on and prosecute such exploration on the subject lands during the two-year period following the date hereof.
2. In the event of the exercise of said option, Optionee, as consideration for the assignment of said lease, shall pay Optionor the sum of Ten Dollars (\$10.00). If said option is not exercised, the amount so paid shall be retained by Optionor as consideration for the said option.
3. The said assignment shall contain a reservation to Lester C. Hotchkiss and Alpha L. Hotchkiss of an overriding royalty of Two percent (2%) and shall be substantially in the

form of "Exhibit A" annexed hereto and made a part hereof.

4. In the event that said assignment is not made before the ninetieth day next preceding the last day of the primary term of said lease, if this agreement is then in effect and if Optionee shall request Optionor to apply for an extension of the said primary term as provided in Section 27 of the Act of February 25, 1920, as amended, or to exercise their preference right to a new lease under the provisions of Section 1 of the Act of July 1, 1942, or to take any other action which may be available to them under any statute hereafter enacted whereby the rights of the Lessee under said lease may be preserved or continued to Optionor after the expiration of said primary term, Optionor shall comply with such request and the said option shall be applicable to any such renewal or extension lease or other rights until the expiration of said period ending two (2) years after the date hereof.

5. This option shall be deemed to have been exercised when Optionee shall deposit in the United States mail, with postage thereon fully prepaid, a written notice of such exercise addressed to Optionor at 1446 $\frac{1}{2}$ South Beverly Glen,

Los Angeles, California.

Thereupon Optionor will execute, acknowledge and deliver to Optionee an assignment, in quadruplicate, substantially in the form annexed hereto.

The exercise of this option with respect to a part only of the subject lands shall not exhaust Optionee's rights hereunder, but Optionee may, from time to time during the option period, exercise said rights with respect to various parts of the subject lands.

6. Optionee may at any time surrender its right to acquire all or any part of the subject lands, and thereupon all rights and obligations hereunder with respect to the lands as to which said rights are surrendered shall cease.

7. Optionor agrees to pay or cause to be paid all rentals which become payable to the United States under said lease while this option remains in effect, and Optionee agrees to pay to Optionor an amount equal to such part of said rentals, if any, as is paid by Optionor with respect to the lands remaining subject to this option at the time of payment by Optionor.

8. Time is of the essence hereof, and if said option is not exercised within the option period, this agreement shall thenceforth cease to be of any force or effect.

9. This agreement shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed in duplicate the day and year first above written.

O. C. Flaegel
O. C. Flaegel

Mae Flaegel
Mae Flaegel

Lester C. Hotchkiss
Lester C. Hotchkiss

Alpha L. Hotchkiss
Alpha L. Hotchkiss

OPTIONOR

THE TEXAS COMPANY

By H. O. Woodruff
Its Attorney-in-Fact
H. O. WOODRUFF

(CORPORATE SEAL)

Attest: E. B. Liles
Assistant Secretary
E. B. LILES

ASSIGNMENT OF UNITED STATES OIL AND GAS LEASE
WITH RESERVATION OF OVERRIDING ROYALTY

THIS ASSIGNMENT, made this ---day of---, 19--, From Lester C. Hotchkiss and Alpha L. Hotchkiss, his wife, and O. C. Flaegel and Mae Flaegel, his wife, hereinafter called "Assignor" to THE TEXAS COMPANY, a Delaware corporation, hereinafter called "Assignee",

W I T N E S S E T H :

THAT, WHEREAS, United States of America, as Lessor, and Lester C. Hotchkiss and Alpha L. Hotchkiss, as Lessee, made and entered into that certain oil and gas lease, serial number --, dated as of --, 19--, covering the following-described lands situated in the County of --, State of ---, to wit:

said lands being herein referred to as "subject land"; and

WHEREAS, Lester C. Hotchkiss and Alpha L. Hotchkiss, his wife, as Assignor, assigned said lease to O. C. Flaegel and Mae Flaegel, as Assignee, by written indenture of Assignment of United States Oil and Gas Lease, with reservation of overriding royalty dated July 18, 1950.

NOW, THEREFORE, Assignor, in consideration of -- Dollars (\$--), receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto Assignee the leasehold estate created by the above-described oil and gas lease.

RESERVING, HOWEVER, unto Lester C. Hotchkiss and Alpha L. Hotchkiss an overriding royalty of -- percent (--%) of the value of the oil, gas and other hydrocarbon substances produced from the subject lands (as such value is hereinafter defined), payable only in cash.

1. The value of the oil, gas and other hydrocarbon substances produced from the subject lands for the purposes hereof shall be the sum of the following:

(a) The value of all oil removed by Assignee from the subject lands at the available posted market price in effect at the well on the date the oil is so removed for the quantity and quality so removed, after making the customary adjustments or deductions for temperature, water and b.s. The value of oil lost through evaporation, leakage or otherwise, or used in operations under the subject lease, is not to be included. In ascertaining the value of oil which is not in a merchantable condition when produced, there shall be deducted the reasonable cost of dehydration or other treatment to render the same merchantable.

(b). The net proceeds received by Assignee from the sale of gas from the subject lands (whether sold in its natural state or as residual dry gas after extracting gasoline therefrom). Gas blown to the air or used or consumed in operations under said lease or returned to subsurface formations or consumed in the operation of a gasoline extraction plant shall not be included. Gas treated at a gasoline extraction plant not owned or operated by Assignee and for which Assignee receives a royalty from the operator of such plant shall be deemed sold in its natural state for an amount equal to the market value of the royalty received therefor by Assignee.

(c) Forty percent (40%) of the market value at the extraction plant of all gasoline and other liquefied hydrocarbons which may be extracted and saved from gas from the subject lands at any plant owned or operated by Assignee.

(d) The full market value, at the plant where extracted, of all gasoline and other liquefied hydrocarbons which may be received by Assignee as a result of the processing of gas from the subject lands at any plant not owned or operated by it (if such processing is not on a royalty basis), less the amount paid by Assignee for such processing.

2. Said reserved royalty shall be payable monthly at the same time as the corresponding royalty is payable to the Lessor under said lease, and shall be payable to Lester C.

Hotchkiss and Alpha L. Hotchkiss by check mailed to Lester C. Hotchkiss and Alpha L. Hotchkiss at ----, or to such other address as may be designated by Lester C. Hotchkiss and Alpha L. Hotchkiss, their heirs or assigns, in writing; provided, however, that in the event of any division of such overriding royalty, one person or corporation shall be named to receive and distribute the whole amount, thereby relieving the payor of any obligation to make a division thereof, and payments may be withheld by Assignee until such time as this condition has been complied with.

3. Assignee shall have the right to deduct from said reserved royalty a part of the taxes which may from time to time be levied or assessed on the assigned leasehold estate or on the petroleum mineral rights in the subject lands, and also a part of the severance or gross production or other taxes measured by the oil or gas produced from or allocated to the subject lands, the part of such taxes so to be deducted to bear the same ratio to the whole of such taxes that the moneys accruing to Lester C. Hotchkiss and Alpha L. Hotchkiss during the yearly period ending on the last day of the month of February next preceding the fiscal tax year for which such taxes are levied bears to the total value (ascertained in the manner aforesaid) of all oil or gas produced from the subject lands during the same period, after deducting from said total value the value of the royalties payable or deliverable to the United States under the terms of said lease with respect to the subject lands.

4. Assignee shall have the unrestricted right and power to modify said lease, in any particular, by agreement with the Lessor; provided, however, that if any or all of the subject lands shall be consolidated or incorporated with other lands into an appropriate drilling and operating unit under a unit or cooperative agreement which shall provide for an allocation to the several parts of said unit of all of the oil and gas produced from such unit, irrespective of whether such production is derived from subject lands or from other parts of such unit, then, in that event, the royalties reserved hereby as to such of the subject lands as may be included in such unit shall be calculated upon the value of the oil and gas so allocated to such part of the subject lands.

5. The foregoing reservation of an overriding royalty and all rights of Lester C. Hotchkiss and Alpha L. Hotchkiss by reason thereof shall absolutely cease and terminate if and when Assignee, or its assigns, shall relinquish all of its right, title and interest under said lease. If such relinquishment shall be of a part only of the subject lands, said overriding royalty as to such part shall terminate and expire without, however, affecting the reservation of the overriding royalty with respect to the production obtained from the remainder of the subject lands.

6. Rentals which become payable to the United States before the date of a relinquishment shall be paid by Assignee.

7. Any notice required or permitted to be given by one party of the other and any instrument required or permitted to be tendered or delivered by one party to the other may be so given, tendered or delivered, as the case may be, either by making personal delivery thereof or depositing it in the United States Mail with postage prepaid, registered, and addressed to said party. Until written notice to the contrary, the respective addresses of the parties for the purposes hereof shall be as follows:

The Texas Company
 Attn: Lands and Leases
 Office
 929 South Broadway
 Los Angeles 15, California

"EXHIBIT A"

If any such notice or instrument is sent by registered mail, at shall be deemed received at the expiration of forty-eight (48) hours from the time of deposit in the United States mail as aforesaid.

8. Assignor hereby warrants that they are the sole owners of said lease and have not sold, assigned or transferred the same or any interest therein, or made or suffered any lien or encumbrance thereon, and that said lease is not burdened with any overriding royalty or other obligation not stated in said lease.

9. This agreement shall be binding upon and shall inure to the benefit of Assignor's heirs and assigns, and to the successors and assigns of Assignee.

IN WITNESS WHEREOF, Assignor and Assignee have hereunto subscribed their respective names the day and year first hereinabove set forth.

O. C. Flaegel
Mae Flaegel
Lester C. Hotchkiss
Alpha L. Hotchkiss
ASSIGNOR
THE TEXAS COMPANY
By Its Attorney-in-Fact
Attest: Assistant Secretary
ASSIGNEE

STATE OF CALIFORNIA)
 : SS
COUNTY OF LOS ANGELES)

ON THIS 8th day of October, A.D. 1952, personally appeared before me, CHARLOTTE M. GALLAND, a notary public in and for Los Angeles County, H. O. WOODRUFF, known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of The Texas Company and acknowledged to me that he subscribed the name of said corporation there-to, as principal, and his own name as attorney-in-fact, 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 at my office in the County of Los Angeles the day and year in this certificate first above written.

(Notarial Seal) Charlotte M. Galland
Notary Public in and for the
County of Los Angeles
State of California.

My commission expires: July 25, 1956

STATE OF CALIFORNIA)
 : SS
COUNTY OF FRESNO)

ON THIS 18th day of September, A.D. 1952, personally appeared before me, HOPE PORTER, a notary public in and for Fresno County, LESTER C. HOTCHKISS and ALPHA L. HOTCHKISS, known to me to be the persons 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 at my office in the County of Fresno, the day and year in this certificate first above written.

(Notarial Seal) Hope Porter
Notary Public in and for the
County of Fresno,
State of California.

My commission expires: 4/15/56

STATE OF CALIFORNIA)
 : SS
COUNTY OF LOS ANGELES)

ON T HIS 22nd day of Sept., A.D. 1952, personally appeared before me, RUTH A. VETTER, a notary public in and for Los Angeles County, O. C. FLAEGEL and MAE FLAEGEL, known to me to be the persons 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 at my office in the County of Los Angeles, the day and year in this certificate first above written.

(Notarial Seal)

My commission expires: Nov. 30, 1953

Ruth A. Vetter

Notary Public in and for the
County of Los Angeles,
State of California.

Recorded at the Request of The Texas Company Nov. 1 A.D. 1952 At 41 minutes past 4 P.M.

R. W. Gibson--Recorder.