

12. Lessee shall pay damages caused by Lessee's operations to the surface of said lands. Lessee shall have the right at any time, either before or after termination of this lease, to remove all machinery and fixtures placed on said leased lands, including the right to draw and remove casing.

13. If Lessor considers that Lessee has not complied with Lessee's obligations hereunder, express and implied. Lessor shall to notify Lessee in writing, setting out in what respects Lessee has breached this contract. If within sixty (60) days after receipt of such notice, Lessee shall meet or commence to meet the breaches alleged by Lessor, Lessee shall not be deemed in default hereunder. The service of said notice and the lapse of sixty (60) days without Lessee's meeting or commencing to meet the alleged breaches shall be a condition precedent to any action by Lessor for any cause hereunder. Neither the service of such notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission that Lessee has failed to perform all of Lessee's obligations hereunder. In event of cancellation of this lease for any cause, this lease shall remain in force and effect as to a tract of land around each operation containing the maximum number of acres prescribed or allocated to such operation under and pursuant to any spacing regulation or order promulgated by any governmental agency having or asserting jurisdiction and in effect at the time of such cancellation or termination. In the absence of such plan, regulation or order, this lease shall remain in effect as to 40 acres selected by Lessee around each such operation.

14. The terms "well" or "mine" as used herein are in no wise limiting, but each shall include any well, mine or other method for locating, producing and recovering the substances covered by this lease. The term "well head" includes any place on the premises at which a substance is produced, recovered or delivered on the surface, through drilled hole.

15. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

16. All provisions hereof shall be binding upon the respective heirs, successors, assigns and legal representatives of the parties hereto. This lease shall be binding upon each party who executes it without regard to whether that party is named as a lessor herein or whether the lease is executed by all those named as lessors. This lease may be executed in any number of counterparts, each having the force and effect of an original, and all such counterparts executed by one or more parties shall be construed together as one instrument.

R.P.
E.A.

17. Lessee may drill for water on the leased premises and apply for and perfect in his own name for the right or rights to the use of said underground water for this lease. Lessee shall have no right to waters of springs, streams or Lessors existing wells, or those Lessor may drill during the life hereof for domestic, agricultural or stock watering purposes. If Lessee shall abandon any water wells, he shall not pull the casing but upon demand of Lessor will convey by Quitclaim deed the well and water rights to Lessor.

18. Wherever the word "mining" is used herein, it is limited to the process of drilling and does not include the right to mine in any other sense or meaning of the word, including but without limitation, open pit, tunneling along veins, driving of shafts, and placer; it being understood that this lease includes only the right of the Lessee to production obtained through drill hole or holes. This lease in no way limits the right of Lessors to mine or cause to be mined, or leased for mining, or conveyed, any and all minerals in any of the above lands, for mining by any and all other methods than that herein specifically granted to the Lessee. Any such mining operations shall not interfere with the rights of the Lessee as granted herein.

IN WITNESS WHEREOF, this instrument is executed as of the first date above written.

Joseph J. O'Neill, Jr.
Joseph J. O'Neill, Jr.

Frank J. Pincus
Robert Pincus
James Pincus

STATE OF Nevada }
COUNTY OF Elko } ss.

On this 6th day of May, A.D. 1964, personally appeared before me

Orville R. Wilson, a Notary Public in and for Elko

County Nevada, known (or proven) to me to be the person Dan Filippini, ROY PRIMEAUX and FRANCES PRIMEAUX, his wife, 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 Elko the day and year in this certificate first above written.

My Commission Expires: My Commission Expires Notary Public in and for the County of Elko, State of Nevada

Orville R. Wilson

HEAR, FLUID, AND MINERAL LEASE

FROM

TO

Dated 1964

Lot Block Addition

Section Township Range

No. of Acres Term

STATE OF NEVADA

County of EDWARDS } ss.

This instrument was filed for record on the 10th day of June 1964

at 1:30 o'clock P. M. and duly recorded in

Book 4 Page 194-196 of the records of this office.

Walter A. McFarland
County Clerk - Registrar of Deeds

By *Joe J. N.* Deputy

When Recorded Return to

39845

File No.

STATE OF TEXAS
COUNTY OF MIDLAND

On this 12th day of May, A.D. 1964, personally appeared before me, Frances A. Fleming, a Notary Public in and for Midland County, Texas, known (or Proven) to me to be the person JOSEPH I. O'NEILL, JR., 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 at my office in the County of Midland, the day and year in this certificate first above written.

Frances A. Fleming
Notary Public in and for County of Midland, State of Texas

My Commission Expires: June 1, 1965