

MEMORANDUM OF MINING LEASE 4046M-1

THIS MEMORANDUM OF LEASE, made and executed in duplicate as of the *1st* day of *August*, 1964, by and between SOUTHERN PACIFIC COMPANY, a Delaware corporation, hereinafter called "Lessor", and NORTHERN PLAINS PETROLEUM CO., a Nevada corporation, hereinafter called "Lessee".

## WITNESSETH:

1. Lessor, for and in consideration of the covenants and agreements to be kept and performed by Lessee, as contained in that certain mining lease between Lessor and Lessee of even date herewith, does by these presents lease unto Lessee the following property situated in the Counties of Lander and Eureka, State of Nevada, more particularly described on Exhibit "A" attached hereto and made a part hereof.

For the sole and exclusive purpose of examining, searching and testing for, opening and operating mines, to drill for and produce steam and thermal energy and extract, reduce, treat, sell and ship any and all steam, thermal energy, minerals in solution or suspension, and all minerals and mineral-bearing materials contained therein and concentrates thereof, excepting and reserving all oil, petroleum, natural gas and other hydrocarbons, and all rights thereto.

Also reserving unto Lessor, its successors and assigns, rights of way for existing and any future additional pipe, signal, telegraph, telephone, communication and power transmission lines and facilities, ditches, flumes, roads, trails and tracks in, over, upon or adjacent to said property and the right to use such land for any and all purposes consistent with or which shall not interfere with the right of the Lessee to use said land for the purposes herein leased, including the right to enter on the land and explore for, develop and remove the reserved oil, petroleum, natural gas, and other hydrocarbon substances. Lessee shall have the right to make all such use of the lands and

thereon or therein to place, erect, construct, maintain and use all such buildings, engines, machinery and other equipment and facilities and make all such excavations, openings, ditches, drains and other improvements as may, in opinion of Lessee, be necessary or useful for the purposes aforesaid, or for any subsidiary purpose connected therewith.

2. The term of this lease shall be, subject to the strict performance of the covenants and agreements contained herein, for five years and so long thereafter as Lessee carries on active mining or exploration, as defined in said mining lease, on the leased premises, but shall not exceed more than fifty (50) years from the date hereof.

3. The rights and obligations of the parties with respect to this lease of the land described herein and the use thereof are all set forth in mining lease of even date herewith between the parties hereto. This memorandum of mining lease and said mining lease shall always be considered and construed together, and they shall be deemed jointly to constitute but one lease covering the rights and liabilities of the parties, reference to said mining lease being hereby made for greater particularity.

TO HAVE AND TO HOLD THE SAME, together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the purposes and upon the terms set forth in said mining lease.

IN WITNESS WHEREOF, each of the parties hereto has caused these presents to be executed in its behalf on the day and year first above written.



SOUTHERN PACIFIC COMPANY

By J. Standen  
Manager, Land Department

ATTEST T. Ryan  
~~Secretary~~ Assistant Secretary  
(Lessor)

NORTHERN PLAINS PETROLEUM CO.

By [Signature]  
President  
[Signature]  
(Lessee) Secretary

EXHIBIT "A"

<u>Subdivision</u>	<u>Sec.</u>	<u>MDM Twp.</u>	<u>Rge.</u>	<u>Acres</u>
All	13	32N	47E	640.00
All	23	"	"	640.00
All	25	"	"	640.00
All	35	"	"	640.00
All	17	32N	48E	640.00
All	19	"	"	596.24
All	21	"	"	640.00
N $\frac{1}{2}$ , SW-1/4 and NW-1/4 of SE-1/4	27	"	"	520.00
All	29	"	"	640.00
All	31	"	"	614.57
All	33	"	"	643.08
*Lots 1, 2, 7, 8, 9 and 10 and 3 $\frac{1}{2}$	5	29N	49E	568.35
*All	17	"	"	640.00
*All	21	30N	49E	640.00
*Lots 3 and 4 and S-1/2 of NW-1/4	3	31N	49E	161.33
*E-1/2	7	"	"	320.00
*W-1/2	17	"	"	320.00
*E-1/2	19	"	"	320.00
*W-1/2	29	"	"	320.00
*NE-1/4	31	"	"	160.00
*SE-1/4	33	32N	49E	160.00
Total -				10,463.57

\*Trail section - Lessee shall permit any and all persons to drive their livestock over and across this section in connection with use of the cross-country livestock driveway of which it is a part, and that no charge shall be made by Lessee therefor.

STATE OF CALIFORNIA, } ss.  
City and County of San Francisco }

On this 25 day of August in the year One Thousand Nine Hundred and Sixty Two  
before me, NORMAN T. STONE, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared  
(65 Market St.) L. Frandsen and T. F. Ryan, known to me to be the Manager, Land Department, and Assistant Secretary, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named and they acknowledged to me that such corporation executed the same.



My Commission Expires Oct. 25, 1964

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

Corporation

Norman T. Stone  
Notary Public in and for the City and County of San Francisco, State of California.

My Commission Expires October 25, 1964.

40341

FILE NO. \_\_\_\_\_  
Filed for record at the request of Northern Plains Petroleum Co.  
Oct. 5, 1964, at 38 minutes past 11 A. M. Recorded in  
Book 6 of Official Records, page 61-63, Records of EUREKA  
COUNTY, NEVADA.  
Fee: \$ 3.65 Helle O. DeLoach, Recorder.