

## MINING LEASE

THIS AGREEMENT made this 21st day of August, 19 81, between  
Ann T. Gelbke, an unmarried woman

Lessor (whether one or more), whose address is 440 N. Madison Avenue, Apt 312, Pasadena, CA 91101  
 and Chevron U.S.A. Inc., P.O. Box 4001, Golden, CO 80401, through its agent Chevron Lessee,  
Resources Company, a division of Chevron Industries, Inc.  
 WITNESSETH:

1. That the said Lessor for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, cash in hand paid, the receipt and adequacy of which are hereby acknowledged, and in further consideration of the royalties, covenants and agreements herein contained, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said Lessee, its successors and assigns, for the purposes hereinafter set out the following described land (hereinafter referred to as "Leased Premises") being situated in the county of Eureka, State of Nevada, more particularly described in Exhibit "A" attached to and made a part of this lease unless said lands are described as follows:

Lots 5 and 12 of Section 9, T.31N, R.48E, M.D.M., County of Eureka, State of Nevada

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above. For the purpose of determining the amount of money payments hereunder, the above described lands shall be treated as comprising 81.13 acres whether there be more or less.

Without reference to the commencement of operations hereunder and without further payments other than the royalties herein provided, this lease shall be for the primary term of ten (10) years from the date hereof and as long thereafter as ores, minerals, metals or materials granted and conveyed by this lease, or any one or more of them, are produced from the Leased Premises and/or as long thereafter as this lease may be maintained in force and effect under any of the other provisions herein contained.

2. Said Leased Premises is hereby granted, leased and let for the purposes of exploring, prospecting, drilling, developing and mining, by methods deemed desirable by Lessee, of ores, minerals, metals and other materials of all kinds, including, but not limited to, copper, tungsten, zinc, lead, silver, gold, sulphur, uranium, thorium, vanadium, molybdenum, sand, gravel, caliche, and other associated minerals, (but specifically excluding oil, gas, casinghead gas, condensates and associated hydrocarbon substances) with the right to mine, save, store, treat, take care of, remove, transport, own, sell and dispose of such minerals mined. (All ores, minerals, metals and materials covered by this lease are hereinafter referred to as "Leased Substances.") Lessor grants to Lessee the right to use so much of the surface and subsurface of the Leased Premises as may be reasonably necessary in carrying out the purposes of this grant and agreement, in accordance with the mining methods adopted by Lessee, with the right to construct, use, maintain, repair, replace, relocate and remove, buildings, shops, machinery, facilities, and structures of whatever nature necessary, roads, wells, ore bins, shafts, inclines, tunnels, drifts, open pits, strip mines, waste dumps, ore stockpiles, pipelines, telephone lines, electric transmission and distribution lines and transportation facilities and other utilities, and the maintenance and removal thereof, together with all such additional rights as are reasonably necessary for the purpose of exercising the privileges and rights covered by this lease.

Notwithstanding, however, the general provisions of the foregoing paragraph, it is further agreed and stipulated as follows:

A. The facilities to be placed on the Leased Premises shall be confined to those facilities reasonably deemed necessary or convenient by Lessee for exploring, prospecting, drilling, mining, stockpiling, storing, processing, treating, upgrading, removing and transporting the Leased Substances. Lessee is hereby granted the right, without any further consideration or payment, to use the Leased Premises and any mine shafts, pits, haulage ways, injection and recovery wells, and other improvements and facilities on, in or under the Leased Premises for or in connection with the mining, removing, transporting, preparation and treatment of ore, minerals, metals and materials (and disposal of waste materials) from adjacent lands, and to construct and use additional facilities on the Leased Premises for said purposes and these rights shall survive termination of this lease for so long a period of time as Lessee has need for all or any of them.

B. Lessee shall endeavor to locate any road on the Leased Premises at a location mutually agreeable to both Lessor and Lessee, consistent with Lessee's operations, and Lessor shall make no unreasonable objection or unreasonable demand concerning the location. Any such road shall be constructed and maintained in such manner as to bear traffic necessary to Lessee's operation. Upon the termination of all operations by Lessee on the Leased Premises and on adjacent lands, all roads constructed on the Leased Premises shall become the property of Lessor. Lessor shall have the right, at his own risk, to use any such road so constructed by the Lessee so long as the use thereof does not interfere with the Lessee's use thereof.

C. Lessor grants to Lessee the free use of all surface and ground water developed or hereafter discovered in, on or under the Leased Premises for mining, processing and treating operations on the Leased Premises and on adjacent lands provided that Lessee shall not use water from Lessor's tanks or surface reservoirs unless Lessor's consent is first obtained in writing. The right to use surface and ground water shall include without limitation the right to drill wells and produce water, the right to construct and use dams, ponds, and ditches, and the right to treat, store, inject and reinject water and other substances for in situ solution mining on the Leased Premises and on adjacent lands. Upon termination of the lease the Lessee shall have the right to continue to use the surface of the Leased Premises for treatment facilities such as, for example, evaporation ponds for water used in or affected by in situ solution mining; to come on the Leased Premises for monitoring tests; and to otherwise comply with any governmental statute, rule, regulation or order.

D. No mining operations shall be conducted, nor any facilities necessary to the same constructed, within 300 feet of the main dwelling house now located on the Leased Premises, unless the written consent of the Lessor shall have first been obtained.

E. Exploration or mining activities, wherever situated on the Leased Premises, shall be conducted so far as is practicable so as not to damage any developed water supply of Lessor. In the event, however, that such activities, in order to properly explore, mine and develop the Leased Premises for Leased Substances, shall result in damage to or destruction of any such water supplies, the Lessee shall repair, restore, and replace any well, tank, reservoir or other water facility so damaged or destroyed with reasonable diligence and dispatch if feasible in opinion of Lessee, or if not so feasible, then Lessee shall pay such amount of money as will reasonably compensate Lessor for any such damage so sustained.

F. Neither Lessee nor its agents, employees, contractors, or subcontractors, nor their agents or employees, shall have any right or privilege whatsoever to hunt or fish on the Leased Premises nor shall it, they or any of them, carry onto the Leased Premises firearms, fishing equipment or other articles ordinarily used for hunting or fishing. Lessor or Lessor's duly authorized representative shall have the right at all reasonable times, and at his and their own expense, to inspect vehicles entering upon said Leased Premises for the purpose of ascertaining that no such articles are being brought onto the Leased Premises.

G. Lessee agrees that it will conduct all operations in an orderly manner and will pay reasonable compensation for, or make replacement of any crops, grass, roads, fences, buildings, livestock or other property of Lessor that may be damaged, injured or destroyed by virtue of Lessee's operations hereunder. Should Lessee find it necessary to cut any fence or fences on the Leased Premises for the purpose of passage, it agrees that prior to cutting such fence that there will be installed and braced heavy "corner-type" posts at each end of the opening to be made, to which the fence wire will be securely fastened in such manner as to prevent sagging, and that Lessee will install a gate of a quality acceptable to Lessor in such opening. In the event Lessee desires that such openings provide uninterrupted ingress and egress, then it shall in the alternative install cattle guards of sufficient size and substance to bear the type of traffic necessary for its operations and capable of turning all domestic livestock. Lessee shall promptly fence any and all pits, ponds, wells, and fixed machinery which it may dig, bore or construct on the Leased Premises.

3. If at the expiration of the primary term, Lessee has discovered Leased Substances on the Leased Premises in quantities which in Lessee's opinion may be commercially mined, and Lessee is then engaged in operations for recovery of the same, then this lease shall be automatically extended after the expiration of the primary term for as long thereafter as Leased Substances, or any one or more of them, are so mined and produced, or, in the event of cessation of production, for as long thereafter as Lessee diligently engages in development operations for the purpose of further producing Leased Substances from the Leased Premises, or so long thereafter as Lessee continues to make the payments provided in Article 4.C. It shall be considered that Lessee is diligently engaged in mining operations if Lessee conducts any such operations on the Leased Premises at any time during each period of six (6) consecutive months after the cessation of production.

4. Lessee agrees to pay Lessor the following:

A. Lessee shall pay Lessor a royalty for the Leased Substances mined by Lessee from the Leased Premises and sold, or processed and sold, by or for Lessee, the total amount of which royalty shall be determined and computed as follows:

An amount equal to three percent 3 % of the net returns from the sale of Leased Substances sold from the Leased Premises. The term "Net Returns" shall mean the total proceeds received by the Lessee from the sale of Leased Substances to the mill, smelter, refinery or other purchaser after deducting transportation and taxes measured by the value of production.

The royalties provided in paragraph above shall be the total payments due Lessor for Leased Substances mined and removed from the Leased Premises by Lessee hereunder. With respect to any mill tailings or other residues remaining after processing ore hereunder, it is agreed that Lessor shall have no responsibility for or interest in such tailings or residues, and Lessee is deemed to be the owner of such materials and shall be responsible for disposal thereof in any manner as it shall see fit.

B. All payments herein provided shall be paid or tendered either directly to the Lessor or mailed to the depository bank herein named or otherwise paid or tendered as provided in Article 11. Royalties which are due and payable under the terms and provisions of this lease on Leased Substances mined from the Leased Premises shall be paid within thirty (30) days after the calendar month within which such Leased Substances are sold, or processed and sold, by or for Lessee.

C. The primary term hereof may be extended for a period of ten (10) additional years by Lessee's payment on or before the expiration of the primary term hereof of a sum of money equal to twenty Dollars (\$ 20.00 ) per acre for the number of acres subject to this lease at the time such payment is made, and by the payment of twice the amount provided for in Article 4.D. below on each successive anniversary date thereafter during the extended primary term.

D. Commencing with the second lease year and for each lease year thereafter (except for the eleventh lease year) while this lease is in force and effect, Lessee shall pay Lessor as advance royalty for such year the sum of ten Dollars (\$ 10.00 ) per acre for each acre covered by this lease at the beginning of the applicable lease year, such payment being over and above any payments payable to Lessor pursuant to any of the provisions of Article 2. Each such advance royalty payment shall be made on or before ninety (90) days after the commencement of the lease year to which such payment applies. Each such advance royalty payment shall serve to offset by the amount thereof the obligation of Lessee to pay Lessor royalty as provided in Article 4.A. on Leased Substances mined from the Leased Premises which are sold, or processed and sold, by or for Lessee during the lease year to which such advance royalty payment applies with royalty as provided in Article 4.A., being due for such lease year only to the extent it exceeds the advance royalty payment for such lease year. It is understood that for the first lease year for which a payment is made pursuant to Article 4.C. that no advance royalty payment shall be due and owing for the same lease year by virtue of this Article 4.D.

E. The following bank: \_\_\_\_\_ or its successor, is hereby designated as Lessor's agent to receive from Lessee all payments of royalties and all other payments by Lessee to Lessor under the terms of this lease. All such payments may be made by Lessee's check or draft by mailing or delivering the same to Lessor, or for Lessor's credit, to said bank, which shall continue as depository of all royalty and other payments hereunder, regardless of changes of ownership of the Leased Premises and/or Leased Substances, subject only to the subsequent provisions in this paragraph. In the event such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept payments, or should Lessor or any Assignee or Assignees desire to designate another depository bank, then Lessee shall not be held in default for failure to make payment or tender of payment until thirty (30) days after Lessor, or Lessor's Assignees, shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such payments or tenders.

5. The breach by Lessee of any obligation arising under this lease (the word "obligation" shall specifically be construed so as to include the paying of any amounts due and owing pursuant to the provisions of Articles 4.A., 4.C. and 4.D., as well as any other payments due under other terms and provisions of this lease), shall not work a forfeiture, condition or termination of this lease, nor cause a termination or reversion of the estate created hereby, nor be grounds for cancellation in whole or in part. In the event Lessor considers that there has been a breach of any obligation, Lessor shall notify Lessee, in writing, of the facts relied upon as constituting a breach hereof and Lessee, if in default, shall have sixty (60) days after receipt of the notice in which to commence compliance with the obligations imposed by virtue of this lease.

It is expressly understood and agreed that no implied covenant or condition whatsoever shall be read into this lease relating to exploration, development, prospecting, mining or production or the time therefor, or to any obligation of Lessee hereunder or to the measure of diligence thereof. If Lessee at any time, and from time to time after commencing operations or production, desires to shut down or cease operations or production for any reason, it shall have the right to do so, provided the advance royalties provided for in Article 4.D. are made.

6. Lessee shall use reasonable diligence to sell the Leased Substances and any of them, on which royalty is payable under the terms of this lease, but in the exercise of such diligence Lessee shall not be obligated to sell the same, or any of them, under terms, conditions or circumstances which in Lessee's judgment, exercised in good faith, are not for the best interests of both the Lessor and Lessee.

7. Lessee is hereby granted the right, power and option at any time and from time to time, either before or after production of Leased Substances is secured from the Leased Premises or other premises proposed to be pooled hereunder (but in no event after the expiration of twenty years after the death of the last survivor of the individuals signing this lease in any capacity as or for Lessor) to pool and combine the land covered by this lease or any portion thereof with any other land, lease or leases in the vicinity thereof when in Lessee's judgment it is necessary or advisable to do so for the purpose of exploring or developing and operating the Leased Premises. Such pooling may include all Leased Substances, or any one or more of them, and may extend to all production or may be limited to one or more zones or formations. Any such pooling shall be into a unit or units not exceeding five (5) acres each; provided, however, that if any governmental authority prescribes or permits a larger unit as a spacing pattern for orderly development, or for any



other purpose, any unit may be formed or reformed to embrace acreage up to the maximum content so prescribed or permitted. The pooling in one or more instances shall not exhaust the rights of Lessee hereunder to pool the land covered by his lease or any portion thereof into other units. The effective date and term of each pooled unit shall be as set forth by Lessee in an instrument filed for record in the county or counties in which the pooled land is situated, which instrument shall describe the acreage, zones, formations and substances pooled. Mining, processing or marketing operations on or from any part of any such unit, regardless of whether such operations were commenced before or after the execution of this instrument or the instrument designating the pooled unit, shall be considered as operations on or from land covered by this lease. There shall be allocated to this lease the proportion of the pooled production from any such unit (whether or not from land covered by this lease) that the number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit; and royalties shall be paid hereunder only upon that portion of such production so allocated, and as to pooled production from land in such unit, such royalties shall be in lieu of any other royalties. Reduction in the size of or in the interest covered by any such unit as a result of failure of title or any other cause shall not of itself terminate the pooling. In the event of any such reduction, no retroactive apportionment of royalties shall be required; nor shall royalties be payable thereafter on production from a tract (or on production attributable to an interest therein) title to which has thus been lost.

8. Lessee may at any time or times terminate this lease as to all or any portions of the Leased Premises and be freed from any and every obligation and liability hereunder or in any manner arising out of any term, covenant or condition, excepting only those obligations which by the express provisions have then accrued and become fixed. Such termination may be effected by Lessee filing for record in the county where the Leased Premises are situated, a proper and recordable release as to the Leased Premises, or parts thereof, to be surrendered under the terms of this paragraph. If any part or parts of the Leased Premises are released at any time or times, then the amount of acreage designated by Lessee as either being released or retained shall be considered as conclusive as between the parties for the purpose of determining any payments that may be due and owing pursuant to Article 4.

9. In conducting its operations, Lessee shall fully comply with the terms and provisions of Workmen's Compensation laws of the aforesaid state, and shall hold Lessor harmless against and from any and all loss, damage or claims of whatsoever nature or character occasioned by or arising out of its operations under the terms and provisions of this lease unless same arises as a result of act or negligence of Lessor.

10. Lessor, or Lessor's duly authorized representative, shall have the right at all reasonable times and at Lessor's own risk and expense to enter into and upon said Leased Premises and workings thereon for the purpose of examining and inspecting the same and ascertaining whether the terms and conditions are being carried out and performed by Lessee; and Lessor, or Lessor's duly authorized representatives, shall at all reasonable times have access to production records and records of mill settlements pertinent and necessary for substantiating the compliance of Lessee with the provisions of this lease. Lessor has the right to use the Leased Premises for any lawful purpose that he may desire, so long as Lessor's use thereof does not interfere with the rights, interests and privileges herein granted to Lessee.

11. The rights of either party may be assigned in whole or in part and the provisions hereof shall extend to their heirs, successors, assigns and legal representatives, but no change or division in the ownership of the land or royalties (the word "royalties" as used herein shall specifically include any payments that may be due and owing pursuant to the provisions of Articles 4.C and 4.D, as well as to Article 4.A) however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding upon Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing the complete chain of title as to any such change. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In the event of the death of any person entitled to any payment under the provisions of this lease, including royalties, Lessee may pay or tender any such payment to the credit of the deceased, or the estate of the deceased, until such time as Lessee is furnished with proper evidence of the appointment and qualification of an executor or administrator of the estate, or if there be none, then until Lessee is furnished evidence satisfactory to it as to the heirs and devisees of the deceased and that all debts, taxes, state inheritance taxes and federal estate taxes of the estate have been paid. If at any time two or more persons be entitled to participate in any payment due under this lease, including royalties, Lessee may pay or tender any such amounts so due jointly to such persons or to their joint credit in the depository bank named herein; or, at Lessee's election the proportionate part of such amounts to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository bank. In the event of assignment of this lease as to a segregated portion of said land, the payments provided for under Articles 4.C. and 4.D. shall be apportionable as between the several leasehold owners ratably according to the surface acres of each and default in any such payment by one shall not affect the rights of other leasehold owners hereunder.

12. When any of the operations contemplated by this lease are delayed or interrupted by storm, flood or other act of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen or failure of carriers to transport or furnish facilities for transportation, or as a result of some order, requisition or necessity of any governmental agency having jurisdiction, or as a result of any cause whatsoever beyond the control of Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. All express or implied covenants or conditions of this lease shall be subject to all Federal and State laws, executive orders, rules or regulations of any governmental agency, State or Federal, having jurisdiction and this lease shall not be terminated in whole or in part, nor Lessee held liable in damages for failure to comply therewith if compliance is prevented by or if such failure is the result of any such law, order, rule or regulation. If from any such cause Lessee is prevented from conducting mining or production operations, or from transporting or selling Leased Substances from the Leased Premises, the time while Lessee is so prevented shall not be counted against Lessee, and this lease shall be extended for a period of time equal to that during which such Lessee is so prevented from conducting such operations or selling such Leased Substances, notwithstanding any other provisions hereof.

13. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply to royalties and other payments accruing hereunder towards satisfying same. Without impairment of Lessee's rights under the warranty in the event of failure of title, it is understood and agreed that if Lessor's title should fall as to any of the lands embraced in this lease, such royalty or other payment, if any, shall not be applicable as to the lands as to which title has failed. If Lessor owns a lesser interest in the Leased Substances granted and covered by this lease in, on, and under the Leased Premises than the entire fee simple estate, then the payments and royalties to be paid Lessor, including any amounts that may be due pursuant to Articles 4.C. and 4.D., shall be reduced to the proportion that his interest bears to the whole and undivided fee and in accordance with the nature of the estate of which Lessor is seized; and if the production from the lands embraced in this lease, or any part thereof, is subject to any royalty or interest in production other than those specifically reserved to Lessor herein, then such interest in production shall be deducted from Lessor's royalty or other share of the production herein provided for. Failure of Lessee to reduce any payment hereunder not based on the actual production shall not impair the right of Lessee to reduce the royalties payable on actual production. If Lessor owns a lesser interest in the surface of the lands covered by this lease than the entire fee simple estate, then any payment herein provided to be made to Lessor which relates to the surface shall be proportionately reduced.

14. It is recognized by the parties that this lease does not cover oil, gas, casinghead gas, sulphur compounds in oil or gas, condensates and associated hydrocarbon substances and that Lessor retains the right to grant leases or other conveyances as to such rights. However, Lessor agrees that any leases, grants or conveyances made by it affecting or pertaining to oil, gas, casinghead gas, sulphur compounds in oil or gas, condensates and associated hydrocarbon substances shall contain appropriate provisions to ensure that all operations of Lessee under this Lease may be carried on without interference.

15. This Lease shall be binding upon all who execute it, whether or not named in the body hereof as Lessor, and without regard to whether this instrument or any copy thereof should be executed by any other Lessor named above. All who execute this lease shall be bound as Lessor, the same as if named in the body hereof. This lease shall be binding upon the heirs, devisees, executors, administrators, successors, assigns and sublessees of Lessor and of Lessee, respectively.

16. Lessee agrees to conduct its mining operations on the Leased Premises in a prudent and workmanlike manner, abiding by all applicable State and Federal laws. In addition, after concluding mining operations on the Leased Premises and as soon as it is feasible and practical to do so, Lessee shall restore the area used during its operations to a useful and beneficial condition considering (a) the past and possible future use of the Leased Premises and (b) compatibility with adjacent lands. After completion of mining operations on the Leased Premises and upon written request of Lessor, Lessee will restore fences and access roads to their original locations or to such reasonable locations as Lessor designates.

17. Lessee shall have the right to commingle Leased Substances from the Leased Premises with minerals, ores, concentrates or mineral-bearing solutions produced from other properties. If Leased Substances from the Leased Premises are mixed with minerals, ores, concentrates or mineral-bearing solutions from other property or properties prior to, during or after beneficiation, Lessee shall make available to Lessor, on reasonable written request, accounts and records of quantities and qualities of Leased Substances originating from the Leased Premises. Said quantities shall be obtained by weighing or

by other measurements appropriate under the circumstances, Lessee shall do such sampling both prior to and after mixing, making such analysis, and keep and make available to Lessor such records and data as shall be reasonably necessary to accurately determine the content of any Leased Substances which in the opinion of Lessee is economically warranted. Lessee shall retain a representative sample portion of a daily composite of samples for a period of sixty (60) days following each royalty payment represented by such samples. Lessor may have the privilege of having a representative present at all times during the sampling process, and said representative may have joint custody with the representatives of Lessee of the sample so retained.

18. Any tax based on production of minerals hereunder shall be borne by Lessor and Lessee in the same proportion that each party shares in the ownership of such minerals hereunder.

19. Other Conditions. Other conditions, if any, are: The terms of this lease shall in no way violate any rights or privileges contained in that certain Geothermal Lease between the parties hereto dated December 20, 1979.

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

Lessor:

X [Redacted]  
Social Security or Tax Identification Number

X Ann T. Gelbke  
Ann T. Gelbke Lessor

Social Security or Tax Identification Number  
THE STATE OF California  
COUNTY OF Los Angeles

BEFORE ME, a Notary Public, on this day personally appeared ANN T. GELBKE known to me to be the person whose name is subscribed to the foregoing Instrument, and acknowledged to me that 5 he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of September, 1981.  
My Commission Expires: 2-24-84

Grace M. Healy  
Notary Public in and for  
Los Angeles County, California



Lessee:

Chevron U.S.A. Inc., by its agent, Chevron Resources Company, a division of Chevron Industries, Inc.  
By [Signature]  
Assistant Secretary



STATE OF COLORADO )  
COUNTY OF JEFFERSON ) SS

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared B.O. Chalker to me personally known, who being by me duly sworn did say that he, with the capacity designated by his signature on the document to which this certificate is attached, is an officer or agent, of Chevron U.S.A. Inc., a corporation organized and existing under and by virtue of the laws of the State of California, and that he as such officer or agent and in such capacity being authorized by its Bylaws and/or Board of Directors so to do, signed, sealed, executed and acknowledged before me the foregoing instrument on behalf of said Corporation as his voluntary act and deed and the voluntary act and deed of said Corporation for the uses, purposes and consideration therein expressed and contained by signing the name of the Corporation by him as such officer or agent and that the seal, if any, affixed to said instrument is the Corporate seal of said Corporation, and he further acknowledges to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal of office on this the August day of 1981.

My commission expires:

June 30, 1985

[Signature]  
Notary Public

CW-4024 (D 5/0)

RECORDED AT REQUEST OF  
Chevron U.S.A. Inc.  
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82 MAR 4 AID: 37

OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
WILLIS A. DETMOLD - RECORDER  
FILE NO. 83380  
FEE \$ 7.00

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