93029

SURRENDER AND RELEASE OF LANDS SUBJECT TO EXPLORATION LEASE

THIS INSTRUMENT, made effective as of the 29th day of November, 1983, is a surrender and release of certain lands originally included in and subject to an Exploration Lease between THE 25 CORPORATION, INC., a Kansas corporation, hereinafter called the "Lessor", and NL INDUSTRIES, INC., a New Jersey corporation, acting by and through its NL Baroid Division, hereinafter called the "Lessee".

WITNESSETH:

WHEREAS, by an Exploration Lease, made effective as of the 19th day of July, 1982, hereinafter called the "Lease", the Lessor let, leased and demised unto the Lessee for a primary term of four (4) years, all of the Lessor's right, title and interest in and to certain fee lands situated in Elko, Eureka, Humboldt and Lander Counties, Nevada for the purpose of conducting thereon an exploration program designed to discover and delineate barite deposits; and

WHEREAS, a memorandum of the said Lease, describing the specific lands included therein and containing other recitals relevant to the subject transaction, was placed of record in each of the aforesaid counties on those respective dates listed below*, to which reference is hereby made; and

WHEREAS, by an instrument made effective as of the 30th day of September, $1983 \pm *$, the Lessee surrendered, released and relinquished unto the Lessor and thereby terminated from the Lease, a portion of those lands originally included therein; and

^{*} Eureka County on July 27, 1982 in Book 104 at Page 51, bearing file number 84970; Elko County on July 28, 1982 in Book 396 at Page 515, bearing file number 165137; Humboldt County on August 9, 1982 in Book 165 at Page 321, bearing file number 224286; Lander County on August 9, 1982 in Book 214 at Page 570, bearing file number 113473.

^{**} The aforementioned instrument was recorded in Eureka County on November 21, 1983 in Book 117 at Page 586, bearing file number 90999; Lander County on November 21, 1983 in Book 231 at Page 454, bearing file number 119453; Elko County on November 22, 1983 in Book 443 at Page 459, bearing file number 185294; and Humboldt County on December 13, 1983 in Book 182 at Page 685 [Frame 1], bearing file number 237350.

WHEREAS, Sections 5 and 22 of said Lease provide, <u>inter alia</u>, that the Lessee may terminate the same after satisfying certain covenants and conditions by serving notice upon the Lessor in person or by registered or certified mail in the manner prescribed in Section 26; and

WHEREAS, by an unrecorded correspondence dated November 29, 1983 and after satisfying said covenants and conditions, the Lessee served notice upon the Lessor in person that effective as of that date, the Lessee had elected to terminate the Lease in its entirety; said correspondence and notice having been acknowledged and accepted by the Lessor also on November 29, 1983; and

WHEREAS, in furtherance of the termination of said Lease, the Lessee has executed this Instrument so as to return unto the Lessor those remaining lands which were included therein, free and clear of any further rights or privileges which may be asserted by the Lessee by virtue of said Lease.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that effective as of the 29th day of November 1983 and in accordance with those provisions hereinabove cited, the Lessee hereby terminates the Lease in its entirety and surrenders, releases and relinquishes unto the Lessor all those rights and privileges heretofore granted or conferred by the said Lease with respect to those specific tracts or parcels of land identified in the attached Exhibit "A", which is made a part hereof and by this reference incorporated herein. Accordingly, and subject to the reservation and exception described below, the Lessee returns, remises and quitclaims unto the Lessor all of its right, title and interest in and to the said Exhibit "A" lands, and hereby certifies and affirms that the same are free and clear of any and all liens, claims, clouds, hereditaments, servitudes or other encumbrances either created by, through or under the Lessee, or in any manner arising from or growing out of the Lessee's operations thereon pursuant to the terms of the Lease. The Lessee further certifies and affirms that during the term of the said Lease, no additional or other mineral lease was executed between the parties thereto.

The Lessee has executed this Instrument with the understanding and intention that the terms and provisions herein shall have no effect upon or otherwise impair the Lessee's right to use and cross the surface of the Exhibit "A" lands for purposes of hauling barite and other ores thereover, as well as those lands originally included in said Lease and previously surrendered and released therefrom on September 3, 1983, as specifically provided for in that certain Mining Lease executed between the Lessor and Lessee on October 9, 1980.*** To the extent that the Lessee retains such haulage rights as described in this paragraph and in the manner specified in said Mining Lease, the Lessee expressly reserves the same, but only for those purposes enumerated above and only for so long as the said Mining Lease may continue in force

^{***} A memorandum of the Mining Lease was placed of record in Elko County on October 16, 1980 in Book 334, at Page 652.

and effect; it being understood that the aforesaid haulage rights are excepted from the terms and provisions of this Instrument, and that the execution of these presents should not be construed or interpreted as a waiver thereof.

IN WITNESS WHEREOF, the Lessee has duly executed this Instrument, effective as of the date first written above.

NL INDUSTRIES, INC., acting by and through its NL Baroid Division

By:

Kent E. Laughery Attorney in Fact

STATE OF TEXAS \$
COUNTY OF HARRIS \$

On this 22 moday of Turning, 1984, personally appeared before me, a Notary Public, in and for Harris County, State of Texas, Kent E. Laughery, known to me to be the person whose name is subscribed to the within Instrument as the Attorney-in-Fact of NL INDUSTRIES, INC., a New Jersey corporation, acting by and through its NL Baroid Division, and who acknowledged before me that he subscribed the name of said corporation thereto as principal, and his own name as Attorney-in-Fact, freely and voluntarily and for the uses and purposes therein mentioned.

Sandry M. Baynham Notary Public

My Commission Expires: 3-27-8

SEAL AFFIXED

EXHIBIT "A"

Township 33 North, Range 44 East, M.D.B.& M.

Section 21: E1/2-E1/2-NE

Township 36 North, Range 45 East, M.D.B. & M.

Section 4: SE-NE; E1/2-SE Section IO: NW-NW; SE-NW; NE-SW; SW-SW Section 16: NW-NE

Township 36 North, Range 47 East, M.D.B.E M

Section 11: N1/2-SE; SW

Township 36 North, Range 48 East, M.D.B.& M.

Section 5: Lots 2, 3, and 4; S1/2-NW Section 6: Lots 6 and 7; SE-NE; E1/2-SW; N1/2-SE

Township 36 North, Range 51 East, M.D.B.& M.

Section 5: NW-SW; SE-SW

Section 6: SE-NE; SW-NW; NE-SE; W1/2-SW; Lots 2, 3 and 4; SW-NE

Section 8: N1/2-NW

Township 37 North, Range 47 East, M.D.B.& M.

Section 13: SE-NE

Township 37 North, Range 48 East, M.D.B.& M.

Lot 1; S1/2-NE; E1/2-SW; NW-SE SW-NE; E1/2-NW; W1/2-SE Section 6:

7: Section

Section 17: N1/2-SW

Lot 2 of the NW; N1/2-NE; SE-NE; SE-NW; NE-SE Section 18:

NE-NE Section 20:

Section 25: S1/2-S1/2; NE-SE \$1/2-SE; SE-SW W1/2-SE; SE-SW NE-SE; \$1/2-SE Section 26: Section 28:

Section 32:

NE; E1/2-NW; N1/2-SW N1/2-N1/2 Section 33:

Section 34: NW-NW Section 35:

Township 37 North, Range 49 Fast, M.D.B. & M.

NW-NW (or Lot 4 of the NW) Section 2:

Lots 1, 2, 3 and 4 (N1/2-N1/2) Section 3:

Section 4:

Lots 1, 2 and 3; S1/2-NW, W1/2-SW Lot 2 of the NE; SW-NE; NW-SE; S1/2-SE; E1/2-SW Lots 4 and 7 Section 5:

Section 6:

Page 4 of 10

BOK 1 22 PAGE 1 0-3

BOOK 452 PAGE 290

Township 37 North, Range 49 East, M.D.B.& M. - continued

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Lot 4
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Section 7: Section 8: W1/2-NE; E1/2-W1/2

NE-SE; S1/2-SE; SE-SW Section 13:

Section 16: N1/2-NE

W1/2-NE; E1/2-NW; SE Section 17:

Section 18: Lot 4

Section 19: Lot 4

Section 20: E1/2

Section 24: NE-NW; W1/2-W1/2

Section 25: N1/2-NE; NE-NW; S1/2-SE; SE-SW; W1/2-W1/2

Section 26: SE-SE

Section 29: NW-NE; N1/2-NW; SW-NW

NE-NE; S1/2-NE; NW-SE; NE-SW; Lot 3 of the SW (NW-SW); Lot 4 Section 30:

Section 35: E1/2-NE

Section 36: N1/2-NE; NW-NW

Township 37 North, Range 50 East, M.D.B.& M.

Section 3: S1/2-SE; Lots 1 and 3; S1/2-SW

E1/2-SW; Lots 2 and 5; SE-NW E1/2-NW; NE-SW; SE-SW; SW-SE Section 6:

Section 7:

Section 8: NE-SE; SW-SE

Section 9:

Section 10:

NE-NE; S1/2-NE; N1/2-SW NE-NW; S1/2-NW; NW-SE; SE-SE NE-NE; S1/2-NE; NE-SW; S1/2-SW; NW-SE Section 15:

Section 16: SW-SE

Section 17: SW; E1/2-NW

Section 18: Lots 2 and 3; NE-SW; N1/2-SE; SW-SE; E1/2-NW

Section 19: NE-NE

Section 20: N1/2-N1/2; SE-NE; SE-NW; E1/2-SW; E1/2-SE

Section 21: W1/2-NW; N1/2-NE; NE-NW; N1/2-SW; SE-SW; S1/2-SE

Section 22: SW-SW; SE-NE; NW-NE; N1/2-NW; N1/2-SW; SE-SW;

W1/2-SE

Section 27: E1/2-SW; W1/2-NW; NW-SW

N1/2-NW; N1/2-SE; SE-NW; N1/2-SW; SW-SW N1/2-N1/2; SE-NW; NE-SW; W1/2-SE Section 28:

Section 29:

Section 30: NW-NE; N1/2-NW; NE-NE Section 31: S1/2-N1/2

NE-NE; S1/2-NE; NW; NE-SW; NW-SE; NW-NE NW-NE; N1/2-NW Section 32:

Section 33:

Section 34: NW-NE; NE-NW; E1/2-NE; W1/2-SE

Township 37 North, Range 51 East, M.D.B.& M.

Section 3: W1/2-W1/2

Section 4: Lot 1; SW-NW; S1/2

Section 5: Lot 2: SE-NE

Page 5 of 10

BOOK 1 22 PAGE 1 0 4

BOOK 452 PAGE 291

Township 37 North, Range 51 East, M.D.B.& M. - continued NW-NE; NE-NW; SW-SE; Lots 1, 2 and 3; S1/2-SW NW-NE; S1/2-NE; NE-NW Section 7: Section 8: \$1/2-NE; SW-NW; N1/2-SW; NW-SE; \$1/2-SW Section 9: Section 10: All Section 12: W1/2-NE; E1/2-NW Section 13: SW-SW S1/2-NE; NW; NE-SW; SE Section 14: Section 15: NW-SW Section 16: NW-NW; E1/2-SW; N1/2-SE; SW-SW Section 17: SW-SE; N1/2-SW; SE-SW; NW-SE; SE-SE; SW-NE; E1/2-NE NW-NE; SW-SE; SE-SW; Lot 4; SW-NE Section 18: Section 19: NE-SW Section 20: SW-SW; E1/2-W1/2 NE-NW; NW-SE; S1/2-SE; SW-NE; SE-NW SE-NE; SE-NW Section 21: Section 22: Section 24: N1/2: W1/2-SE Section 27: NW-NW; SW-SW E1/2-NE; NE-SE; S1/2-S1/2 Section 28: Section 29: SW-NW; SE-SE; E1/2-W1/2; W1/2-E1/2 Section 30: Lot 3 Section 31: SE-NW; E1/2-SW; NE-SE Section 32: NE-NE; W1/2-NE; N1/2-S1/2; SE-SE; NW-SE

Township 37 North, Range 52 East, M.D.B.& M.

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Section 2: Lot 2; SW-NE; SE-NW; N1/2-SW; SW-SW; NW-SE Section 3: SE; N1/2-SW Section 4: SW-NE; S1/2-NW; SW; N1/2-SE
                SW-NE; S1/2-NW; SW; N1/2-SE
Section 5:
               Lots 1 and 2; S1/2-NE; SE
Section 7:
Section 8:
Section 9:
                $1/2-$1/2
                $1/2-$1/2
               NW; SE; S1/2-SW
E1/2-NE; S1/2
Section 10:
Section 11:
               NW-NW; W1/2-SW; SW-NW; NW-SE
Section 18:
               W1/2-E1/2
Section 19:
               W1/2-NE; S1/2-NW; N1/2-SW; SE
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Township 37 North, Range 53 East, M.D.B.& M.

Section 5: Lot 1

Township 38 North, Range 47 East, M.D.B.& M.

Section 12: NW-NW; SE-NW; W1/2-SE

Section 13: NE-NE; NW-SW

Township 38 North, Range 48 East, M.D.B.& M.

Section 1: SW-NE; NW-SE Section 4: W1/2-SW Section 12: SE-NW; N1/2-SW

Section 17:/ NW-NW

Page 6 of 10

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800X 1 22 PAGE 1 05

BOOK 452 PAGE 292

Township 38 North, Range 49 East, M.D.B.& M.

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Section
             $1/2-NE; N1/2-NW; SE-NW; N1/2-SE; SE-SE
Section
            NE-NE
Section 7:
             SE-NE
Section 8:
            S1/2-N1/2
Section
        9:
            W1/2-SW
Section 16:
             SW-SW; W1/2-NW; E1/2-SW
Section 17:
             SE-SE; SE-SW
Section 19:
             SE-SE; Lot 4
Section 21:
             W1/2-NW; NW-SW; SE-SW
            NE-SE; $1/2-SE
NW-SE; $1/2-SE; N1/2-SW
Section 22:
Section 23:
Section 24:
             SW-SW
Section 25:
             NE; N1/2-NW; SW-NW
Section 26:
             SE-NE: N1/2-SW
Section 27:
             W1/2-NE; SE-NW; NE-SW; S1/2-SW
             NW-SW; S1/2-SW; E1/2-NW
SE-SE; NE-SW
Section 28:
Section 29:
Section 30:
             NE-SE
Section 31:
             Lot 1
Section 32:
             E1/2-NE; SE-NW; S1/2-SE; NE-SW
             NE-SE; S1/2-SE
Section 33:
             W1/2-W1/2; NE-SE; S1/2-SE
SW-NE; N1/2-S1/2; SW-SW
Section 34:
Section 35:
             N1/2-S1/2
Section 36:
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Township 38 North, Range 50 East, M.D.B.& M.

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Section
Section 4:
            AII
            Lots 1 and 2 of the NE; SE-NE; Lots 3 and 4 of the NW;
Section 5:
            SE; SE-SW;
SW-SW
Section
Section 7:
            N1/2-NW; SE-NW; SE; NE-SW
            NE; E1/2-NW; S1/2
Section 8:
Section
        9:
            ΑII
Section 10:
            All
Section 15:
            ЫA
Section 16:
            ΑII
Section 17:
Section 18:
            E1/2
            E1/2-E1/2-SW
Section 19:
Section 20:
            All
Section 21:
Section 22:
            N1/2-NE; SW-NE; NW; NW-SW
Section 27:
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Township 38 North, Range 50 East, M.D.B.& M. - continued N1/2; NW-SE; SW Section 28: Section 29: All Section 30: ΑII Section 31: N1/2; N1/2-S1/2 Section 32: N1/2; N1/2-S1/2 Township 38 North, Range 51 East, M.D.B.& M. N1/2; SE; N1/2-SW; SW-SW N1/2-NE; SE-NE; NW; SE-SW; SE Section 6: Section 7: NE; SE-NW; E1/2-SE; SW Section 18: E1/2-NE; Lots 1, 2 and 4; SE-NW; N1/2-SE; SE-SW; Section 19: SE-SE Section 20: S1/2-S1/2 S1/2-SE Section 21: SW-SE Section 22: Section 23: S1/2-SW N1/2; N1/2-S1/2 Section 27: NE-NE; NW-NE; S1/2-NE; NW; N1/2-SE Section 28: NE; N1/2-NW Section 29: W1/2; NE-NE; W1/2-NE Section 30: W1/2-SW Section 34: Township 38 North, Range 52 East, M.D.B.& M. Section 1: Lot I; SE-NE; N1/2-SE; SW-SE Lot 4; SE-NW; SW; S1/2-SE Section 2: S1/2-N1/2; S1/2 Section 4: Lots 1 and 2 Section *5*: Lots 3, 4, 5, 6 and 7; SE-NW; E1/2-SW Section 6: NE; NE-NW Section 7: Section 8: SW-NW; SW ΑH Section 9: Section 10: ΑII ΑII Section 11: Section 12: Section 13: W1/2-NE; SW-SE NW-NE; S1/2-N1/2; N1/2-S1/2; SE-SW; SW-SE N1/2-NE; SE-NE; SE-NW; N1/2-SW; SW-SW NE; SW; E1/2-NW; W1/2-NW; SE SW-NE; N1/2-NW; SE-SW; S1/2-SW; NW-SE Section 14: Section 15: Section 16: Section 17: W1/2-NE; S1/2-SE; W1/2 Section 18: SE-SE NW-NE; SE-NW; NE-SW; SW-SW; SE

W1/2-E1/2; E1/2-W1/2; W1/2-NW; NW-SW SE-SE; W1/2-E1/2; E1/2-W1/2

E1/2-NW; NW-SE; SW-SE; S1/2-SW; W1/2-NW; N1/2-SW;

Section 19:

Section 20:

Section 21:

Section 24: Section 25:

Section 26:

E1/2-SE W1/2-NW

SW-NE; NW; S1/2

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Township 38 North, Range 52 East, M.D.B.& M. - continued

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Section 27:
           N1/2-NW; SE-NW; SW-NE; N1/2-SE
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Section 29: W1/2-NW; NW-SW; SE-SW; E1/2-NW NE-SW; SW-SW

Section 32: SW; E1/2-SE; W1/2-SE

Section 33: S1/2-NW N1/2-N1/2 Section 34:

N1/2; NE-SW; SE Section 35:

Section 36: N1/2-NE; SW-NE; W1/2; N1/2-SE

Township 38 North, Range 53 East, M.D.B.& M.

Section 17: W1/2-NW

Section 32: NE-NE; SW-NE

Section 33: N1/2-NE; NW; N1/2-SW; SE-SW; SW-SE

Section 34: NW-NW

Township 39 North, Range 49 East, M.D.B.& M.

Section 8: SE-SE

Section 9: \$1/2-\$1/2

Section 10: \$1/2-\$1/2

Section 11: S1/2-S1/2

Section 12: S1/2-SW

Section 13: \$1/2-NE; NW

Section 14: NE; E1/2-NW

Section 15: Section 16: N1/2-NE; E1/2-SE; NE-SW NW-NW; SE-NW; NW-SE; S1/2-SE; NE-SW; SW-SW

Section 17: E1/2-E1/2

E1/2-NE; SE Section 20:

S1/2-NE; NE-NW; SW-NW; W1/2-SE; SW W1/2-NW; N1/2-SE; SE-SE; SW S1/2-S1/2

Section 21: Section 22: Section 23: Section 24: Section 25: S1/2-SE; SW

All

Section 26:

Section 27: ΑII

Section 28: N1/2-N1/2; SE-NE

Section 29: NE

S1/2-NE Section 31:

Section 34: N1/2-NE; SE-NE; NE-NW

N1/2; SE; N1/2-SW Section 35:

Section 36:

Township 39 North, Range 50 East, M.D.B.& M.

S1/2-S1/2 Section 7:

Lot 3; W1/2-SE Section 10:

SW; Lots 3 and 4; W1/2-SE Section 15: W1/2-W1/2; N1/2-SE; NE-SW Section 16:

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Township 39 North, Range 50 East, M.D.B.& M. - continued
                 Section 17:
                                 ΑII
                                 N1/2; SE; NE-SW; S1/2-SW
N1/2; NW-SE; SE-SE; N1/2-SW; SW-SW
                 Section 18:
                 Section 19:
                Section 20:
                                 NW-NW; SE; SE-SW
                                 N1/2; W1/2-SE; SW; E1/2-SE
                Section 21:
                                N1/2-NW; Lots 1 and 2; W1/2-NE; S1/2-NW; SW; W1/2-SE
SW-SE; S1/2-SW; Lots 3 and 4: NW-NE; NW; N1/2-SW
NW-NE; N1/2-NW; SW-NW; NE-SE; S1/2-SE; SE-SW; NE-NE
S1/2-NE; SE-NW; N1/2-SW; SW-SW; NW-SE
                Section 22:
                Section 27:
                Section 28:
                Section 29:
                                NE-NE; NE-SE; W1/2-E1/2; W1/2; SE-SE
Lots 1, 2, 3 and 4; E1/2-SW; S1/2-SE
N1/2; SE; NW-SW; S1/2-SW
                Section 30:
                Section 31:
                                SE-NE; SW-NW; N1/2-N1/2; S1/2; SW-NE; SE-NW
                Section 32:
                                SW-NE; SE-NW; S1/2; E1/2-NE; NE-NW; SW-NW; NW-NE;
                Section 33:
               Section 34: S1/2-NE; E1/2-NW; S1/2; NW-NE; NW-NW; Lot 1; SW-NW
         Township 39 North, Range 51 East, M.D.B.& M.
               Section 36: E1/2-E1/2
         Township 39 North, Range 53 East, M.D.B.& M.
               Section 21:
                                SE-SE
              Section 22: E1/2-NE; SW-SW; SE-SE; E1/2-W1/2; W1/2-E1/2
Section 23: NW-NE; S1/2-NE; NE-NW; SW-NW; N1/2-SE; SW-SE;
              Section 24:
                               $1/2-$1/2
              Section 25: NE-SW; S1/2-SW
Section 26: NE; E1/2-SW
Section 28: NE; NE-NW: SF-
                               NE; NE-NW; SE-SW
              Section 29:
                               NE-SE
                              Lots 1, 2, 3 and 4; NE-NW; SW-NE
Lots 1, 2, 3, and 4; SW-NE; SE-NW; E1/2-SW
SW-NE; NW-SW; S1/2-S1/2
NE-NE; S1/2-NE; N1/2-SE; SW-SE
NW; SE
              Section 30:
              Section 31:
Section 32:
              Section 33:
              Section 34:
             Section 35:
                              E1/2-NE; N1/2-SE; W1/2
             Section 36:
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Kenneth Snyder
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M.N. REBALEATI, RECORDER
                                                                         JERRY D. REYNOLDS
ELKO CO. RECORDER
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                                               Page 10 of 10
         BOOK 122 PAGE 109
                                                                                     BOOK 452 PAGE 296
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