

Producers 88 1959

COMMERCIAL PETA. CO.-BIRMINGHAM, ALA.

JOHN V. DAMELE and ROBERTA M. DAMELE, husband and wife,

HANAGAN PERTOLEUM CORPORATION, P.O. Box 1737

hereinafter called lessee:

SEE EXHIBIT "A
ATTACHED HERETO

of Section five more or less.

[illegible][illegible]

that date shall pay or tender to the lessee or to the lessee's order the sum of \$100.00 per month, plus the successors, which shall continue as the depository for rental regardless of changes in the

2,121.90) which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling of a well

[illegible]

7. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation, including, but not limited to, the use of said gas, oil and water for the purpose of operating the reservoirs, or wells of lessor.

When requested by the lessor, lessee shall bury its pipe lines on cultivated portions hereof. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove crops.

[illegible][illegible]

10. If said lease owns a less interest in the above-described land than the entire and undivided fee, the entire and undivided fee, the lessor shall be paid the lease only in proportion to which his interest therein is owned. If the lessor owns a greater interest in the land than the entire and undivided fee, the lessor shall be paid the lease only in proportion to which his interest therein is owned. Any interest in the land owned by the lessor in excess of the entire and undivided fee shall be deducted from the royalty herein reserved.

11. Lessee shall comply with all laws and regulations of any Governmental body purporting to exercise taxing authority over the lands covered by this lease or the person of the lessor hereon and in so complying Lessee shall not be responsible for determining the legality, validity or constitutionality of any such law or regulation enacted or issued by any such Governmental body. In determining the reasonableness of lessor for purposes of complying with such laws or regulations status of lessor not as error as the payment of any sums of money due or payable to lessor under the terms of this lease which is made during the course of or as a result of Lessee's good faith efforts to comply with any such laws or regulations shall constitute grounds for any cause of action against Lessee. All of Lessee's obligations and covenants hereunder, whether express or implied, shall be superseded at the time or from time to time as compliance with any thereof is prevented or hindered by or is in conflict with Federal, State, County, or municipal laws, rules, regulations or Executive Orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by Lessee, and this lease shall not be terminated in whole or in part, nor Lessee hold liable in damages for failure to comply with any such obligations or covenants if compliance there- with is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which Lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and if the lease is extended beyond the primary term above stated by reason of such suspension, Lessee shall pay an annual delay rental on the anniversary dates hereof in the manner and in the amount above provided.

12. Should any person, firm or corporation have an interest in the above-described land not leased to Lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

13. The undersigned lessors for themselves and their heirs, successors, and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said state, insofar as the same may in any way affect the purposes for which this lease is made as recited herein.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

JOHN V. DAMELE

S.S. #

John V. Damele

ROBERTA M. DAMELE

S.S. #

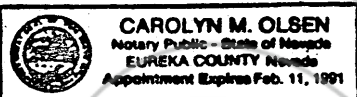
Roberta M. Damele

ACKNOWLEDGMENTS

STATE OF NEVADA

COUNTY OF *Eureka*

On *April 7, 1988* personally appeared
before me, a notary public, *John V. Damele*,
who acknowledged that he executed the above instrument.

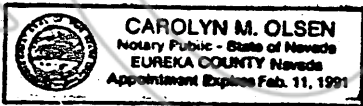


Carolyn M. Olsen

STATE OF NEVADA

COUNTY OF *Eureka*

On *April 7, 1988* personally appeared
before me, a notary public, *Roberta M. Damele*,
who acknowledged that she executed the above instrument.



Carolyn M. Olsen

No. *C* Dated No. Attn Term This in the recorded record By

STATE OF _____ }
COUNTY OF _____ }
On this _____ day of _____ in the year _____ before me, a Notary Public,
personally appeared _____
known to me to be the _____ of the Corporation that is described in and that executed the within instrument and
acknowledged to me that such Corporation executed the same.
My commission expires _____
Notary Public.

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF
THAT CERTAIN OIL AND GAS LEASE
DATED FEBRUARY 8, 1988, BETWEEN
JOHN V. DAMELE AND ROBERTA M. DAMELE,
LESSORS, AND HANAGAN PETROLEUM
CORPORATION, LESSEE.

DESCRIPTION

TOWNSHIP 26 NORTH, RANGE 50 EAST

SECTION 1: SE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$

SECTION 11: NE $\frac{1}{4}$ NE $\frac{1}{4}$

SECTION 12: E $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$

SECTION 24: E $\frac{1}{2}$ SE $\frac{1}{4}$

TOWNSHIP 25 NORTH, RANGE 51 EAST

SECTION 6: LOTS 3, 4, 5, 6, 7, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$

SECTION 7: E $\frac{1}{2}$ NW $\frac{1}{4}$

TOWNSHIP 26 NORTH, RANGE 51 EAST

SECTION 6: LOTS 3, 4, 5, 6, 7, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$

SECTION 7: LOTS 1, 2, 3, 4

SECTION 18: LOTS 1, 2, 3, 4

SECTION 19: LOTS 1, 2, 3, 4

SECTION 30: LOTS 1, 2, 3, 4, E $\frac{1}{2}$ SW $\frac{1}{4}$

SECTION 31: NW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$, LOT 4, SW $\frac{1}{4}$ SE $\frac{1}{4}$

14. Lessor hereby accepts as sufficient the bonus consideration given by lessee and agrees that no additional cash amount is required as bonus consideration for signing this lease. Lessee, however, agrees to pay lessor additional amounts in the event that lessee acquires additional leasehold interest in the lands described above from any other mineral owner within two (2) years from the date of this lease. The amount to be paid by lessee shall be equal to the difference between the per acre price paid to lessor herein for bonus consideration and the highest per acre price paid to any subsequent lessor times the number of gross acres leased from the subsequent lessor and proportionately reduced by the fractional interest lessor herein has in the subsequently leased tract.

RECORDED AT THE REQUEST OF
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88 JUN 14 10:42

Hanagan Petroleum

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
M.N. REBALCATTI, RECORDER

FILE NO. 119205 FEE \$ 7.00

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