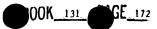


## 120348



## OIL AND GAS LEASE

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	See EXHI	BIT "A" a	ttached he	reto and	made a pa	rt hereof
port office address is	Eureka,	Nevada 8	9316		héreinefter called Les	or (whether one or more) and New Mexico 8824
	Roy G. P	arton, Jr	A post office address	, Box 97	B, Hobbs,	NEW MEXICO 8824
n hand paid, the receip y these presents does a	ne Lessor, for and it of which is here trant, demise, lesse	by acknowledged, ar	id the covenants and unto the said Lessee.	agreements hereina	fter contained, has gra r described, with the	nted, demised, Jessed and Jet, reclusive night for the purpose nature or kind, with rights of i that certain tract of land described as follows, to-wits
ning, exploring by geoplind easements for laying	hysical and other s pipe lines, and e	nethods, and operation rection of structures	g for and producing	therefrom oil and ave and take care	of said products, a	I that certain tract of land
Countie Remexement	e of Eur	eka and W	hite State of	Nevada		described as follows, to-wit:
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				hata and	hereby ma	la .
	a part c	f this Oi	l and Gas	Lease by	reference	\
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						\$ ***
ontaining	17.42	ore or less.		from this data an	as long thereafter	as oil or gas of whatsoever
1. It is agreed that is or kind is produced from	this lease shall re-	main in torce for a mises or on acreage p	moled therewith, or dri	illing operations are on acreage puoles	continued as hereinafte therewith but Lessee	r provided. If, at the expiration is then engaged in drilling or
thing operations thereon thing operations thereon d therewith: and operati	, then this lease shinns shall be consu	sall continue in force	so long as operations	more than ninety (	usly prosecuted on the 001 days shall elapse b	tween the completion of aban-
ent of one well and the the production thereof	heginning of oper	ations for the drilling any cause after the profession of modu	of a subsequent well imary term, this lease ction or from date of	shall not terminate	if Lessee commences ande. If oil or gas shall	as oil or gas of whatsoever e provided. If, at the expiration is then engaged in drilling or leased premises or on acresse tween the completion or aban- nid no on acresse proded them- difficional drilling or e-working be discovered and produced as ill or gas is produced from the
it of such operations at	or after the expire	ation of the primary t	eim or this lease, this	tense minnt courter		
2. This is a PAID-U	P LEASE. In conce or continue any	operation of the down	n cash payment. Less he primary term. Less or stratum by deliver	sor agrees that L see may at any tim one to Lessor or by	e or times during or a filing for record a rele	hligated, except as otherwise fer the primary term surrender are or releases, and be relieved
obligation thereafter as 3. In consideration	rtion of said sand reruing as to the s	arcias to any strata acreage surrendered.	nts and serees:		\	
let. To deliver to	the credit of Less	or, free of cost, in th	e pipe line to which	Lessee may connect	wells on said land, th	equal one-eighth (%) part of
and. To pay Le	ssor one-eighth (%)	) of the gross proceed and if used in the n	ds each year, payable nanufacture of gasoline	quarterly, for the e a royalty of one-	gas from each well trighth (%), payable m	where gas only is found, while onthly at the prevailing market
ard To pay Les	sent for gas produc	ed from any oil well	and used off the pre	mises or in the m	inufacture of gasoline	or any other product a royalty
of one-eighth (%) of 4. Where gas from a	the proceeds, at the well capable of proceedings to be named to be	e mouth of the well, inducing gas is not sol	d or used, Letter may	pay or tender as r	his lease nest ensuing	rners One Dollar per year per liter the expiration of 90 days. If such payment or tender is then the royalties (including
the date such well is she, it will be considered t	bat gas is being pr	er on or before the an	iniversary date of this raning of this lease.	lease during the per	and such well is shut if	. If such payment or tender is then the royalties (including
						then the royalties (including the whole and undivided for except water from the wells of
S. Lessee shall have	the right to use, in		U balam slaw d	anth S		
B. No well shall be	drilled nearer than	200 feet to the hou	ite of harn now on sa	ter premises withou	t written consent of L	H307.
9. Lessee shall pay 1	the right at any ti	me to remove all ma	chinery and fixtures p	laced on said pren	ites, including the rig enership of Lessor's in	nt to draw and remove casing. terest (by assignment or other-
11. The rights of Let shall be hinding on L	por and Lessee ne essee until Lessee blish a complete of	has been furnished when of record title for	outh notice, consisting	of certified copies	of all recorded instru- to payments thereas	ments or documents and other ter made. No other kind of tent portions or parcels of said
whether actual or cou shall operate to enlarge	istructive, shall be the obligations of	binding on Lessee	No present or future of Lessee, and all Les	division of Lessors see's operations in consission of any	is he conducted withouther leasehold owner.	nt to draw and remove causing- terest (by assignment or other- ments or documents and other ter made. No other kind of rent portions or parcels of said at regard to any such division. hefore or after production, as build estate and the mineral
or any part of this lease 12. Lessee, at its opti	r is assigned, no le ion, is hereby given	the right and power	at any time and from	time to time at a hereunder, to 100	necurring right, either	hefore or after production, as
covered by this leave in Lessee's judgment it	with other land, le	case or leases in the	immediate vicinity for irrespective of whether	the production of authority similar t	of and gas, or separate of this exists with respe-	et to such other land, lease or
Likewise, units presse	asly formed to me	dude forms one not	producing od or gas, i nd filing of record a : theretatore been con-	declaration of such pletid or upon wh	unitization or reform	ation, which declaration shall ny have theretofore been com-
d sell it will product	The state of the state of	in his of a well shot	as for want of a non-	ket an where on a ort of a market und	out which includes all er this lease. In hen of outs on the nortion o	the royalties elsewhere herein
end, such alleration	EAT LOWER - TOTAL	and the the mat produced the their	ation that the total of to the foregoing, less	umber of surface r	eres suvered by this linght to unitize, and,	or combine all or any part of
have theered lands a	TOURS THE THE	Trimeidal authority	and, from time to the	ds in the same gen- ne, with bke appre	al, to modify, change to conform to the fer	or terminate any such plan or ms, conditions, and provisions
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ment and, in such ever ch approved cooperative by cateford by complian	of to the event th	at and above describe	ed lands or any part to a differ	thereof, shall betea	land covered by said	plan, then the production allo- as having been produced from
ment and, in such ever ch approved cooperative he satisfied by complian of such plan or agreeme of development or oper	tution wheten the		other a the tax alters to	be hard bereunder		
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of development or open to any particular fact particular tract of land to production only as so- approved by any govern 13. All express or, im						
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the GAROLYN M. OLISEN an	t set my official	nd deed for	the uses an	d purposes	therein set	forth.	
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BOOK | 8 | PAGE 3 2 2

## EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE MADE and entered into this 10th day of June, 1988, by and between Maria Teresa Labarry, a widow, Mary Jean Labarry, a widow, Jean Pierre Labarry and Sharon L. Labarry, his wife, individually and as the surviving partners of Labarry & Labarry Company, a partnership, Lessor, and Roy G. Barton, Jr., Lessee, and covering the following described lands in Eureka and White Pine Counties, Nevada, to-witt and Gracieuse Sallaberry, a widow, Lessor,

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TOWNSHIP 18 NORTH, RANGE 56 EAST, M.D.B.&M. Section 21: NWWWW
                                                          (White Pine Co.)
Section 21:
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18 NORTH, RANGE 57 EAST, M.D.B.&M.
TOWNSHIP
                                              (White Pine Co.)
Section 11:
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TOWNSHIP 19 NORTH, RANGE 54 EAST, M.D.B.&M. Section 2: SW\SW\s
                                                          (Eureka County)
                SESEL: SELSWA
Section
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TOWNSHIP 20 NORTH, RANGE 53 EAST, M.D.B.&M. (Eurek Section 1: Lot 1(30.60 acres); Lot 2(30.60 acres);
                                                                                (Eureka County)
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Lot 5(80.00 acres)
TOWNSHIP 20 NORTH, RANGE 54 EAST, M.D.B.&M. Section 3: Lot 5(47.54 acres)
                                                                   (Eureka County)
Section
                   SINE
                  WYSWY
Section
             5:
                  Sinel: Selnwi: Nelswi
Lot 2(44.16 acres); Selnwi
Section
             91
Section 10:
                  WISWIE.
Section 15:
Section 16:
                  ESES
Section 17:
                   SYSEY: SEYSWY
Section 20:
                 NWANES; NESNWS
                  Sinel; ninwi; selnwi; nisel; selsel
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Section 21:
Section 22:
                  SWANES
Section 23:
Section 24:
                  NW4SW4
                  NWINEI; NINWI; NISWI; SEISWI
Section 25:
                  SYNEN; NYSY
SWYNEN; NWYNWN; SEYNWN; NEYSEN
NEYNEN; SYNWN; NEYSWN; NWYSEN; SWYSWN; SENSEN
Section 26:
Section 27:
Section 28:
Section 29:
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                   SWINEI; NWINWI; SEINWI
Section 34:
TOWNSHIP 20 NORTH, RANGE 55 EAST, M.D.B.&M.
Section 2: Lot 4(40.84 acres); SW4NW4
Section 3: Lot 1(40.86 acres); Lot 2(40.90 acres);
Lot 3(40.94 acres); Lot 4(40.98 acres);
                   SINI; SEL
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(White Pine Co.)
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NINE Section 10: Showh; Sh Section 14: SELNE Section 15: ESNWS: SENES Section 23: Section 27: Section 34: ENEW NANEL; SEANEL Section 35: SWINWI

20 NORTH, RANGE 56 EAST, M.D.B.&M. TOWNSHIP 20 Section 23: (White Pine Co.)

TOWNSHIP 20 NORTH, RANGE 57 EAST, M.D.B.&M. Section 6: SWANE (White Pine Co.) Section

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.B.&M. (Eureka County) Section 36: SEL

Page 1 of 2 Pages of EXHIBIT "A"

## EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE MADE and entered into this 10th day of June, 1988, by and between Maria Teresa Labarry et al, Lessor, and Roy G. Barton, Jr., Lessee, and covering the following described lands in Eureka and White Pine Counties, Nevada, to-wit:

> TOWNSHIP 21 NORTH, RANGE 54 EAST, M.D.B.6M.
> Section 23: N\S\\
> Section 34: S\\SE\\ (Eureka County)

Section 35: NYSEY: SYSWY

TOWNSHIP 21 NORTH, RANGE 55 EAST, M.D.B.&M. Section 27: W45W4 (White Pine Co.)

ENNER! ENSWA! SEA Section 33: Section 34: WYWY; SEYNWY; EYSWY

24 NORTH, RANGE 50 EAST, M.D.B.&M. (Eureka County)
14: SwanEa; SEANWA; SWA; WASEA

Section 14: Section 22: NE's

Section 23: NW

TOWNSHIP 28 NORTH, RANGE 50 EAST, M.D.B.&M. Section 24: SE4SW4 68 (Eureka County)

Section 24: Section 25: NWANEA: NEWNWA

TOWNSHIP 28 NORTH, RANGE 51 EAST, M.D.B.&M. (Eureka County) NE

Section 18: Section 21: SWANEL: ELNWA: NWANWA

and containing 6717.42 acres, more or less. Additionally, the following provisions are hereby incorporated into said Oil and Gas Lease, to-wit:

- It is the specific intent of the Lessors herein to lease and let unto the Lessee herein any and all oil, gas and associated hydrocarbons interests owned or claimed by any of them, either individually or as a partner or successor to the interests of Labarry & Labarry Company, a partnership, in Eureka and White Pine Counties, Nevada, whether correctly described herein or not.
- This lease covers only oil, gas, and other liquid and gaseous hydrocarbons, and specifically does not cover coal, uranium, gold and other non-hydrocarbon minerals.
- During the term of this lease, Lessors agree not to sell, convey, transfer or lease the oil and gas rights covered by this lease to any third parties, without first contacting the Lessee herein and allowing him the right of first refusal to purchase or lease said rights at the same terms and conditions as offered to Lessors by any such third parties.

Maria Jeresa SIGNED FOR IDENTIFICATION:

Mary Jean SIGNED FOR IDENTIFICATION:

SIGNED FOR IDENTIFICATION: Pierre Labarry

Shown SIGNED FOR IDENTIFICATION: \_\_\_

SIGNED FOR IDENTIFICATION: CUNICP Gracieuse Sallaberry

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788 JL 11 P4'36

RECOFFICE COUNTY RECORDER

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