

127207

No. 9500P-1 Rev. 1971.

## OIL AND GAS LEASE

6th day of February, 1989, by and between

AGREEMENT Made and entered into this Thomas J. Tomera and Patsy Sue Tomera, husband and wife

967 Northside Drive, Elko, Nevada 89001

party of the first part, hereinafter called lessor, (whether one or more) and Lone Energy Corp., P.O. Box 21395  
Billings, Montana 59104, party of the second part, hereinafter called lessee.

WITNESS STATED: That the lessor for and in consideration of the royalties herein provided, and of the agreements of lessee herein contained, hereby grants, demises, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, casinghead gas and other hydrocarbons and including all other products produced therefrom; laying pipe lines, building tanks, power stations, telephone lines and other structures therein to produce, save, take care of, treat, transport, and own said products, and housing its employees, the following described land in

Elko &amp; Eureka

County, State of Nevada

to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Notwithstanding anything to the contrary contained herein, Lessee shall obtain written approval from Lessor for permanent housing for employees, such approval shall not be unreasonably withheld.

including all mineral interests named underlying lakes, streams, roads, easements and right-of-way which traverse or adjoin said lands owned or claimed by lessor, or which may hereafter be established to be owned by lessor, and also in addition to the above described land and rights, any and all strips or parcels of land, other than those constituting regular governmental subdivisions, adjoining or contiguous to the above described land and owned or claimed by lessor, all of the foregoing land being hereinafter referred to as said land or leased premises. For the purpose of calculating the rental payments for which provision hereinafter is made, said land shall be treated as comprising 4,828.41 acres whether it actually comprises more or less.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of 60 years from this date (called primary term) and as long thereafter as oil, gas, casinghead gas or other hydrocarbons, or either or any of them, is produced therefrom, or as much longer thereafter as the lease in good faith shall continue during operations or reworking operations thereon, and should production result from such operations, this lease shall remain in full force and effect as long as oil, gas, casinghead gas or other hydrocarbons shall be produced therefrom.

In consideration of the premises, it is hereby mutually agreed as follows:

1. The lessor shall deliver to the credit of the lessor's royalty, free of cost, in the pipe line to which lessee may connect its wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, or lessee may, from time to time at its option purchase any royalty oil in its possession, paying the market price thereof prevailing for oil of like grade and gravity in the field where produced on the date of purchase.

2. The lessor shall pay lessor, as royalty, on gas, including casinghead gas or other gaseous substances, produced from the leased premises and sold or used off the premises or used in the manufacture of gasoline or other products, the market value at the well of one-eighth of the gas sold or used, provided that if on gas sold the royalty shall be one-eighth of the amount realized from such sale. The amount realized from the sale of gas shall be the price established by the gas sales contract entered into in good faith by lessor and a gas purchaser for such term and under such conditions as are customary in the industry. "Price" shall mean the net amount received by Lessee after giving effect to applicable regulatory orders and after application of any applicable price adjustments specified in such contract or regulatory orders. In the event Lessee compresses, treats, purifies, or dehydrates such gas (whether on or off the leased premises) transports gas off the leased premises, Lessee in computing royalty hereunder may deduct from such price a reasonable charge for each of such functions performed. If a well capable of producing gas or gas and gas-condensate or distillate in paying quantities located on the leased premises (or on acreage pooled with all or a portion of the leased premises) into a unit for the drilling or operation of such well is at any time shut-in and no gas or gas-condensate or distillate therefrom is sold or used off the premises for the manufacture of gasoline or other products, nevertheless such shut-in well shall be deemed to be a well on the leased premises producing gas in paying quantities and this lease shall continue in force during all of the time or times while such well is so shut-in, whether before or after the expiration of the primary term hereof. Lessee shall use reasonable diligence to market gas or gas-condensate or distillate capable of being produced from such shut-in well but shall be under no obligation to market such products under terms, conditions or circumstances which, in lessor's judgment exercised in good faith, are unsatisfactory. Lessee shall be obligated to pay or tender an account within 45 days after the expiration of each period of one year in length (annual period) during which such well is so shut-in, as royalty, an amount equal to annual delay rental herein provided applicable in the interest of lessor in acreage embraced in this lease as of the end of such annual period; provided that if gas or gas-condensate or distillate from such well is sold or used as aforesaid before the end of such annual period, or at the end of such annual period, this lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessor shall not be obligated to pay or tender, for that particular annual period, said sum of money. Such payment shall be deemed a royalty under all provisions of this lease. Such payment may be made or tendered to lessor in lessor's credit in the designated depositary bank in the manner prescribed for the payment of delay rentals. Royalty ownership as of the last day of each such annual period as shown by lessor's records shall govern the determination of the party or parties entitled to receive such payment.

3. If operations for the drilling of a well for oil or gas are not commenced on said land or before one year from this date, this lease shall terminate as to both parties, unless the lessor shall, on or before one year from this date, pay or tender to the lessor or for the lessor's credit in PAY DIRECT TO LESSOR Mail to: G/O Julian Tomera Rockwood Above Address or its successor or successors, which

bank and its successors are lessor's agents and which shall continue as the depository regardless of changes in the ownership of the land or in the oil or gas or the rentals to accrue hereunder, the sum of Four Thousand Eight Hundred Twenty Eight and 41/100 Dollars which shall operate as a rental and cover the privilege of delaying the commencement of operations for the drilling of a well for a period of one year. In like manner and upon payment of tenders, the commencement of operations for the drilling of a well may be further deferred for like periods successively during the primary term of this lease. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said rental is payable as aforesaid, but also the lessee's option of extending that period aforesaid, and any and all other rights conferred. All payments or tenders may be made by check, or draft, or lessee or any assignee thereof, mailed or delivered on or before the rental paying date. Lessee may at any time execute and deliver to lessor or place or record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered herein is reduced by said release or releases.

4. If prior to discovery of oil or gas on said premises lessor should drill a dry hole or holes thereon, or if after discovery of oil or gas all wells therein should become incapable of producing for any cause, this lease shall not terminate if lessor commences operations for additional drilling or for reworking within sixty (60) days thereafter or if it is within the primary term commences to resume the payment or tender of rentals or before the rental paying date next ensuing after the expiration of sixty (60) days from date of completion of dry hole or cessation of production. If at the expiration of the primary term there is no well upon the leased premises capable of producing oil, gas, casinghead gas or other hydrocarbons, but lessor has commenced operations for drilling or reworking thereon, the lease shall remain in force so long as operations are prosecuted with no cessation of more than sixty (60) days, whether such operations be on the same well or on a different or additional well, and as far as they result in the production of oil, gas, casinghead gas or other hydrocarbons, so long thereafter as oil, gas, casinghead gas or other hydrocarbons are produced from the leased premises.

5. If said lessor owns a less interest in the land described herein and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the lessor only in the proportion which his interest bears to the whole and multiplied by 41/8.

6. Lessee shall have the free use of oil, gas, casinghead gas and water, ~~and~~ except water from lessor's wells, and, except water from lessor's wells, for all operations hereunder, and the royalty on oil, gas and casinghead gas shall be computed after deducting any so used.

When requested by lessor, lessor shall burn his pipe lines below ground surface.

No well shall be drilled more than 200 feet to the base or form line on said premises without the prior written consent of the lessor.

Lessee shall pay for damages caused by its operations ~~and~~ on said land.

Lessee shall have the right at any time that not the obligation to remove all implements, machinery, and fixtures placed or erected by lessee on said premises, including the right to pull and remove casings.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns of the parties hereto. Notwithstanding any actual or constructive knowledge of or notice to lessor, no change or division in the ownership of the lands, royalties, or rentals, however accomplished, shall be binding upon the lessor, except at lessor's option in any particular case, until sixty (60) days after lessor shall have furnished with the original, a copy certified by the office recorder of the county where the land or some part thereof is located, of a photostat of the recorded instrument of instruments evidencing the change or transfer, including any intermediate transfer from the lessor or his assigns, or therefore furnished to lessor, and such change or transfer shall not affect any payments made prior to said date whether or not due. In case of death of any person entitled to receive royalties or rentals, the evidence of change in ownership shall consist of letters of administration or final decree of distribution of the estate of the decedent issued by a court of competent jurisdiction of the decedent's estate including his interest in the lands above described. Lessee may until such date continue to pay such royalties and rentals as if such change or transfer had not been made, or may pay the same according to the interests of record as disclosed by the last certification of an abstract in lessor's possession subsequent to the date of the lease, or at lessor's option, may suspend the payment thereof until sixty (60) days after such evidence is received. No change or division in the ownership of the lands, royalties, or rentals shall operate to enlarge the obligations or diminish the rights of the lessor. No division of royalties shall be made effective except at the end of a calendar month. If the ownership of royalties becomes changed into separate divided portions of said land and the owner of any such royalty desires separate gages for production from such separate parts, he shall request the lessor to set separate丈measuring and receiving tanks and pay to the lessor in advance the lessor's estimated cost of procuring and setting such tanks and making the connections thereto, and unless and until such is done, lessor may pay such royalties to the separate owners jointly or may suspend payment until such time as said separate owners shall agree in writing upon an apportionment of such royalties and furnish lessor with the original agreement. In event of assignment of this lease as to a segregated portion or portions of said land, all rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. The acreage included in any assignment as recited therein in good faith shall be considered for the purpose of payment of rentals. Whether or not this lease be owned by one party or by two or more different parties, production under the terms of this lease, or drilling or reworking operations on any portion of the land above described, shall keep this lease in effect upon all the land herein leased. The lessor shall not be liable for the failure of any subsequent owner of the lease, in whole or in part, to perform the terms, conditions and obligations of this lease, express or implied. Offsetting shall never be required to protect one portion of the leased premises against drainage through a well or wells on another portion of the leased premises. If six or more parties become entitled to royalty hereunder, lessor may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating a trustee to receive payment for all.

8. Lessee shall have the right to utilize, pool, or combine all or any part of the above described lands in the same general area by entering into a cooperative unit plan of development or operation approved by any governmental authority and, from time to time, with like approval to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or joint plan of development or operation and, particularly, all drilling and development requirements of the lease. Expenses of implicit, shall be calculated in compliance with the drilling and development requirements of such plan or agreement, and this lease shall not terminate or expire during the life of such plan or agreement. In the event that said above described lands or any part thereof, shall hereafter be operated under any such cooperative unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land, and the royalty payments to be made hereunder to lessor shall be based upon production only as so allocated. Lessor shall formally express lessor's consent to any cooperative or unit plan of development or operation adopted by lessee and approved by any governmental agency by filing a copy of the same with the lessor.

9. In addition to and not in limitation of the rights granted in paragraph 8 hereof, lessor is hereby granted the right and option to consolidate, pool or combine the lands covered by this lease, or any portion or portions thereof, or any stratum or strata thereunder, with other lands or like strata thereunder for the development thereof or for the production therefrom of oil, gas, casinghead gas or other hydrocarbons, or any or all of said products, when, in lessor's discretion and judgment, it is advisable so to do for proper development or operation of the premises, or to conform to spacing or zoning rules of any lawful authority, such consolidation, pooling or combining to be into units of such shape and dimensions as lessor may elect provided that any such unit when completed shall be composed of tracts each of which is contiguous to, touches or connects with some one or more of the other tracts in the unit in such manner as to form one connected tract or unit, and provided, further, that any tracts included in any such unit separated only by a street, alley, road, railroad, canal, stream, right-of-way or other similar strip or parcel of land shall be considered as contiguous, connecting or touching within the meaning of this paragraph. Any unit formed under this paragraph for production of oil and casinghead gas shall not exceed one hundred sixty-three (163) acres in surface area, and for production of dry or gas well gas or dry or gas well gas and condensate or distillate shall not exceed six hundred sixty-six (666) acres in surface area; if some larger unit for the production of oil and casinghead gas or dry or gas well gas or dry or gas well gas and condensate or distillate is permitted as prescribed by lawful authority, then in such event such larger unit shall control, provided that, if governmental survey units are irregular in size in the areas covered by this lease, the size of any or the units mentioned herein may be increased to the size of the then existing governmental survey unit nearest to and to the acreage prescribed herein. The right and option herein granted to lessor may be exercised at any time or from time to time, whether before or after production from a unit is commenced, and whether or not a unit having the acreage have been created for some other product, by executing in writing an instrument identifying and describing the unit created, and by delivering a copy thereof to lessor or by recording a copy thereof in the county where the lands is located. The lands in any such unit shall be developed or operated as one tract and any operations for the drilling of a well on or for production from such unit, or otherwise or from lands described in this lease, shall be deemed to be drilling operations on or production secured on lands subject to this lease for all purposes except for the purpose of payment of royalty hereunder; provided, further, that any operations for drilling and completing a well on any such unit shall be deemed to be operations on the lands described in this lease and under the terms thereof regardless of whether said operations result in a well of the type covered in the instrument delineating such unit or a well of a type not covered by such instrument. In lieu of the royalties elsewhere herein specified, the lessor shall receive from production on any such unit only such portion of the royalty, at the rate stipulated elsewhere herein, as lessor's acreage in the unit for his royalty interest therein bears to the total acreage of the unit. Formation of any unit as herein provided shall in no manner affect the ownership or amount of any rental which may be payable under the terms of this lease.

10. In the interest of conservation, the protection of reservoir pressures and recovery of the greatest ultimate yield of oil and/or gas, lessor shall have the right to combine the leased premises with other premises in the same general area for the purpose of operating and maintaining repressuring and recycling facilities, and for such purpose may locate such facilities, including input wells, upon the leased premises, and no royalty shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

11. Lessor hereby waives all claims for damages for trespass on the lands covered by this lease, and agrees that the lessor, at its option, may pay and discharge any taxes, mortgage, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

12. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessor aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder.

13. All express and implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damage 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, or if such compliance is prevented by or failure is the result of inability of lessor through no fault of its own, to obtain sufficient and satisfactory material and equipment to justify the commencement of drilling operations or to continue production of oil or gas from the leased premises.

14. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.

15. With respect to and for the purpose of this lease, lessor, and each of them, if there be more than one, hereby release and waive the right of homestead.

16. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

WITNESS: Witness our hands as of the day and year first above written.

*Patsy Sue Tomera*

Patsy Sue Tomera

S. S. # [REDACTED]

S. S. # [REDACTED]

*Thomas J. Tomera*

Thomas J. Tomera

S. S. # [REDACTED]

S. S. # [REDACTED]

#### NEVADA INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Nevada

COUNTY OF Elko

On this 23<sup>rd</sup> day of February, in the year 1982, before me Kathleen J. Hassett, Notary Public, personally appeared Thomas J. Tomera and Patsy Sue Tomera, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

My Commission expires Jan. 23, 1990

Notary Public - State of Nevada

County of Elko

Place of Residence - 100 E. 1st St., Elko, NV

#### NEVADA CORPORATE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ President of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

Notary Public

My Commission expires: \_\_\_\_\_

Place of Residence: \_\_\_\_\_

No. \_\_\_\_\_  
OIL AND GAS LEASE  
FROM \_\_\_\_\_  
TO \_\_\_\_\_  
State of \_\_\_\_\_  
County \_\_\_\_\_

This instrument was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M. and duly recorded  
in Book \_\_\_\_\_, Page \_\_\_\_\_ of the records  
of this office.  
County Clerk-Register of Deeds

By \_\_\_\_\_  
Duly  
What record return to \_\_\_\_\_

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BOOK 674 PAGE 401

EXHIBIT "A"

DESCRIPTION OF LANDS IN ELKO & EUREKA COUNTIES, NEVADA

Township 31 North, Range 52 East M.D.M.

Section 3: Lot 1 (39.63), SENE

Section 5: Lots 1 (39.49), 2 (39.51), 3 (39.53), 4 (39.55)

Township 32 North, Range 52 East M.D.M.

Section 1: Lots 3 (40.61), 4 (40.65), S $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$

Section 9: All

Section 11: All

Section 13: All

Section 21: All

Section 23: All

Section 33: N $\frac{1}{2}$

Section 35: Lots 1 (40.0), 2 (40.0), 3 (40.0), 4 (40.0), 5 (40.0), 6 (40.0),  
7 (40.0), 8 (40.0), 9 (26.87), 10 (27.16), 11 (27.46), 12 (27.75),  
N $\frac{1}{2}$

Signed for identification:

Thomas J. Tomera

Patty Sue Tomera

INDEXED

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Loma Energy Corp.  
89 MAY 11 P2407

FEE 7.00 FILE # 273974

FILED FOR RECORD

AT REQUEST OF

Loma Energy Corp.

89 APR 21 P124

OFFICIAL RECORDER  
EUREKA COUNTY, NEVADA  
M.M. REED CLERK RECORDER  
FILE NO. 127207 700

674 400  
RECORDED BY JERRY D. PEYSON, CLERK  
ELKO CO RECORDER

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