

142374

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 16th day of April 1970 by and between Jullian-Tomera Ranches Inc. Stonehouses Division

Carlin, Nevada 89822

party of the first part, hereinafter called lessor, (whether one or more) and Lona Energy Corp., P.O. Box 20011 Englewood, Co. 80150 party of the second part, hereinafter called lessee.

WITNESSETH: That the lessor for and in consideration of Ten and More Dollars

in hand paid receipt of which is hereby acknowledged, 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 thereon to produce, save, take care of, treat, transport, and own said products, and hiring its employees, the following described land in Eureka County, State of Nevada

Township 30 North, Range 52 East E.D.M. Section 16: WNW1 Section 6: Lots: 1, 2, 3, 4, 5, 6, 7, 5 1/2 NW 1/4, SE 1/4 NW 1/4, E 1/2 SW 1/4, SE 1/4 Section 17: All Section 8: W 1/2, SE 1/4 Section 18: E 1/2

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL PROVISIONS including all minerals heretofore named unexploited, streams, inlets, easements and rights-of-way which traverse or upon 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 2.14 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 FIVE 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 in such larger quantities as the lessor and lessee shall conduct drilling 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 lessee as 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 therefor for oil of like grade and gravity in the field where produced on the date of purchase. 2. The lessee 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 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 lessee 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) or 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 condensate or distillate in paying quantities located on the leased premises for an average period of one year or longer (annual periods) during which such well is so shut-in, as royalty, an amount equal in annual dollar terms herein provided applicable to the interest of lessor in average embodied in the 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 if, at the end of such annual period, such lease is being maintained in force and effect otherwise than by reason of such shut-in well, lessee shall not be obligated to pay or tender, but 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 or to lessor's credit in the depository 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 on or before one year from this date, this lease shall terminate as to both parties, unless the lessee shall, on or before one year from this date, pay or tender to the lessor or to the lessor's credit to PAY DIRECT TO LESSOR

C/O Stonehouse Ranch Carlin, Nevada 89822 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 of the oil or gas on the

lease to accrue hereunder, the sum of Two Thousand One Hundred Forty Two and 3/100 Dollars which shall operate as a rental and cover the privilege of deferring the commencement of operations for the drilling of a well for a period of one year, in like manner and upon payment of rentals, 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, if it is unobeyed and agreed that the commencing of operations for the drilling of a well, if not commenced by the date when said rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. All payments or tenders may be made by check, or draft, or release of 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 of 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 average surrendered and thereafter the rental payable hereunder shall be reduced in the proportion that the average surrendered bears in reduced by said release or releases.

4. If production of oil or gas on or from the leased premises should drill a dry hole or holes hereon, or if after discovery of oil or gas all wells thereon should become incapable of producing for any cause, then this lease shall not terminate if lessee commences operations for additional drilling or for reworking within sixty (60) days thereafter, or if it is within the primary term commences or resumes the payment or tender of rentals on 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 lessee has commenced operations for drilling or reworking thereon, the lease shall remain in force so long as operations are prosecuted with an expenditure of more than sixty (60) days, whether such operations be on the same well or on a different or additional well or wells, and if they result in the production of oil, gas, casinghead gas or other hydrocarbons, so long thereafter as oil, gas, casinghead gas or other hydrocarbons or either or any of them is produced from the leased premises.

5. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate herein, 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 undivided fee.

6. Lessor shall have the free use of oil, gas, casinghead gas and water (EXCEPT WATER FROM LESSOR'S WELLS) on said land, 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 removed by lessee, lessee shall bury or place same in a hole or pits on said land. No well shall be drilled nearer than 200 feet to the house or main road on said premises, without the written consent of the lessor.

7. Lessor shall pay for damages caused by its operations to BEHOLDERS on said land. Lessor shall have the right at any time (but not the obligation) to remove all improvements, machinery, and fixtures placed or erected by lessee on said premises, on having the right to pull and remove casing.

8. 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 lessee, no change of division in the ownership of the land, 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 lessee shall have been furnished with the original, a copy certified by the official recorder of the county where the land of some part thereof is located, or a photostatic of the recorded instrument of assignment evidencing the change of transfer, including any intermediate transfer from the lessor, or his assignor or their estate furnished to lessee, and such change of 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 land above described. Lessee may until such date continue to pay such royalties and rentals as if such change of transfer had not been made, or may pay the same according to the interests of record as shown 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 land, 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 deems separate gauges for production from such separate tract; he shall request the lessor to set separate measuring and recording tanks and pay to the lessor in advance the lessor's estimated cost of procuring and setting such tanks and making the connections therefor; and unless and until such is done, lessee may pay such royalties to the separate owners jointly or may suspend payment until such time as said separate owners shall agree on writing upon an appointment of such royalties and funds hereunder with the original agreement. In event of assignment of this lease or any portion of the life of such plan or agreement, if such or more parties becoming entitled to royalty hereunder, lessee may withhold payment thereof unless and until furnished with a receivable instrument executed by all such parties designating a trustee for receipt of payments for all.

9. Lessor shall have the right to mine, pool, or combine all or any part of the above described lands with other lands in the same general area by entering into a cooperative or 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 unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by 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 or unit plan of development or operation, whether the production therefrom is allocated in different portions of the land, or such 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 such cooperative or unit plan of development or operation adopted by lessee and approved by any governmental agency by executing the same upon request of lessee.

9. In addition to and not in limitation of the rights granted in paragraph 8 hereof, lessee is hereby granted the right and option in consolidated, 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 lessee'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 lessee may elect provided that any such unit when completed shall be composed of lands each of which is contiguous to, touches or corners with some one or more of the other tracts on the unit in such manner as to form one connected tract or unit, and provided, further, that any tract 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, cornering 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 oil or gas well gas and condensate or distillate shall not exceed six hundred sixty (660) acres in surface area. If some larger unit for the production of oil and casinghead gas or dry or gas well gas or oil or gas well gas and condensate or distillate is permitted or prescribed by or pursuant to any law, then in such event such larger unit shall control, provided that, if governmental survey units are regular in size in the area of this lease, the size of any of the units mentioned herein may be increased to the size of the three existing governmental survey unit nearest in size to the unit acreage prescribed herein. The right and option herein granted to lessee may be exercised at any time or from time to time, whether before or after production is secured and whether or not a unit may theretofore 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 land 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 production from such unit, whether or not 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 on a well of the type covered in the instrument declaring such unit or a well of a type not covered by such instrument. In lieu of the royalties elsewhere herein specified, the lessee 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 or 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, lessee 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 royalties shall be payable hereunder upon any gas used for repressuring and recycling operations benefiting the leased premises.

11. Lessor hereby HEREBY ENDORSES AND AGREES TO WAIVE AND RELEASE TO THE LESSEE, 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 obligated 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 lessee 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 deemed, in whole or in part, not 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 lessee 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, lease, 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 lessors.

ATTEST: Patsy Jue Tomera  
Patsy Jue Tomera, Secretary

Thomas J. Tomera  
Thomas J. Tomera, President of  
Julian Tomera Branch Inc. Stonehouse  
Division

NEVADA INDIVIDUAL ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me \_\_\_\_\_ Notary Public, personally appeared \_\_\_\_\_ 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: \_\_\_\_\_ Place of Residence \_\_\_\_\_

NEVADA CORPORATE ACKNOWLEDGMENT

STATE OF Nevada  
COUNTY OF Elko  
On this 26<sup>th</sup> day of April in the year 1990, before me Thomas J. Tomera Notary Public, personally appeared Thomas J. Tomera 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.

My Commission expires: 9-12-92

Thomas J. Tomera  
Notary Public, State of Nevada  
Elko County, Nevada  
P.O. Box 125 8-13-90

No. \_\_\_\_\_

**OIL AND GAS LEASE**  
FROM \_\_\_\_\_ TO \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

This instrument was filed for record on this \_\_\_\_\_ 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 \_\_\_\_\_ Deputy.

When recorded returns to \_\_\_\_\_

EXHIBIT "A"

Attached to and made a part of Oil and Gas Lease dated April 16, 1990 between Julian Tomera Ranches Inc. Stonehouse Division as Lessor and Loma Energy Corp. as Lessee.

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.

Lessee hereby agrees that Lessee, or its successors or assigns, shall record at its cost and expense, a Release of Oil and Gas Lease or Deed quitting all claim to the premises within thirty (30) days after termination or non-renewal of the Lease. In event Lessee, its successors or assigns fails or refuses to do so, Lessor shall be entitled to obtain and record such documents as shall be necessary to remove the cloud from title, Lessor shall charge back to Lessee, or its successors or assigns, all costs and expenses, including attorney fees incurred, and Lessee, and its successors or assigns shall pay all costs and expenses immediately upon demand.

156-271  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
BOOK 211 PAGE 156

Loma Energy  
90 JUN 19 P2 50  
Corp

EUREKA COUNTY, N.C.  
M.N. REBALEATI, RECORDER  
FILE NO. 1790  
FEE \$

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