



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

# OIL AND GAS LEASE FROM

TO

State of \_\_\_\_\_  
County } ss.

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 \_\_\_\_\_ Deputy.

When recorded return to

Place of Residence

Notary Public

My Commission expires: \_\_\_\_\_ of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me \_\_\_\_\_, known to me to be the \_\_\_\_\_ President

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ ss.

## NEVADA CORPORATE ACKNOWLEDGMENT

My Commission expires: **1/1/92**  
**ELKO COUNTY Nevada**  
**CHERIE AIAZZI**  
Notary Public—State of Nevada

Notary Public, personally appeared \_\_\_\_\_ name is subscribed to the within instrument, and acknowledged to me that he executed the same.

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me \_\_\_\_\_, known to me to be the person whose

STATE OF Nevada COUNTY OF Elko ss.

## NEVADA INDIVIDUAL ACKNOWLEDGMENT

S. S. # \_\_\_\_\_

S. S. # \_\_\_\_\_

*Ruth Mitchell*  
*Frank Mitchell*

WITNESSETH: I, \_\_\_\_\_, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's office.

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 lessors.

17. LESSOR, witnesses our hands as of the day and year first above written.

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.

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 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. Lessor hereby warrants and agrees to defend 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.

15. Lessor hereby warrants and agrees to defend 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.

16. 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 representing 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 representing and recycling operations benefiting the leased premises.

17. Lessor hereby warrants and agrees to defend 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.

18. Lessor hereby warrants and agrees to defend 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.

19. Lessor hereby warrants and agrees to defend 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.

20. Lessor hereby warrants and agrees to defend 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.

21. Lessor hereby warrants and agrees to defend 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.

22. Lessor hereby warrants and agrees to defend 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.

23. Lessor hereby warrants and agrees to defend 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.

24. Lessor hereby warrants and agrees to defend 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.

25. Lessor hereby warrants and agrees to defend 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.

131586

EUREKA COUNTY, NEVADA  
M.N. REBALANCE RECORDER  
FILE NO. *600*  
FEE \$

BOOK 217 PAGE 127  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*Dyna Energy Corp.*  
90 NOV -2 AM 54

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