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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Form approved,
Budget Bureau No. 42-1000-1

Office Nevada
Serial No. Nov-019052

OFFER TO LEASE AND LEASE FOR OIL AND GAS

(Sec. 17 Noncompetitive 5-Year Public Domain Lease)

Receipt No. 113471

THIS OFFER WILL BE REJECTED AND RETURNED TO THE OFFEROR AND WILL AFFORD THE OFFEROR NO PRIORITY IF IT IS NOT PROPERLY FILLED IN AND EXECUTED OR IF IT IS NOT ACCOMPANIED BY THE REQUIRED DOCUMENTS OR PAYMENTS. SEE ITEM 9 OF GENERAL INSTRUCTIONS

(Fill in on a typewriter or print plainly in ink and sign in ink)

RICHFIELD OIL CORPORATION
(Name)

555 South Flower Street
(Number and Street)

Los Angeles 17, California
(City and State)

PLEASE NOTIFY THE
SIGNING OFFICER OF
ANY CHANGE OF ADDRESS.

hereby offers to lease all or any of the lands described in Item 2 that are available for lease, pursuant and subject to the terms and provisions of the act of February 25, 1920 (41 Stat. 437, 30 U. S. C. sec. 181), as amended, hereinafter referred to as the act, and to all reasonable regulations of the Secretary of the Interior now or hereafter in force, when not inconsistent with any express and specific provisions herein, which are made a part hereof.

2. Land requested

3. Land included in lease

(Not to be filled in by Offeror)

NEVADA EUREKA
(State) (County)
T. 21 N. R. 53 E. M. D. Meridian

Section 24: All
Section 25: All

T. 21 N., R. 54 E. M. D. Meridian

Section 29: All
Section 30: All

T. R. Meridian

This lease embraces the area and
the land described in Item 2.

Subject to Public Law 555, 83rd Congress

Total Area 2,560. Acres Total Area 2560.08 Acres Rental retained \$ 1230.50

4. Amount remitted: Filing fee \$10, Rental \$1,200.00, Total \$1,290.00

5. Undersigned certifies as follows:

(a) Offeror is a citizen of the United States. Native born _____ Naturalized _____ Corporation or other legal entity (specify what kind): a Delaware corporation

(b) Offeror's interests direct and indirect in oil and gas leases and applications or offers therefor including this offer in the same State do not exceed 15,360 chargeable acres. (c) Offeror accepts as a part of this lease, to the extent applicable, the stipulations provided for in 43 CFR 191.6. (d) Offeror is 21 years of age or over (or if a corporation or other legal entity, is duly qualified as shown by statements made or referred to herein). (e) Offeror has described all surveyed lands by legal subdivisions and unsurveyed lands by metes and bounds, and further states that there are no settlers on unsurveyed lands described herein.

6. Offeror's signature to this offer shall also constitute offeror's signature to, and acceptance of, this lease and any amendment thereto that may cover any land described in this offer open to lease application at the time the offer was filed but omitted from this lease for any reason, or signature to, or acceptance of, any separate lease for such land. The offeror further agrees that (a) this offer cannot be withdrawn, either in whole or in part, unless the withdrawal is received by the land office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed in behalf of the United States, and (b) this offer and lease shall apply only to lands not within a known geologic structure of a producing oil or gas field at the time the offer is filed.

7. It is hereby certified that the statements made herein are true, complete and correct to the best of offeror's knowledge and belief, and are made in good faith.

IN WITNESS WHEREOF, Offeror has duly executed this instrument this 19th day of February, 1954

WITNESSES

RICHFIELD OIL CORPORATION

By: J. E. Phillips
(Lessee signature)

By: J. E. Phillips
(Lessee signature)

Asst. Secretary

(Attorney-in-fact)

This lease for the lands described in item 3 above is hereby issued, subject to the provisions of the offer and on the reverse side hereof.

The provisions in this instrument relating to the reservation of identifiable source materials to the U. S. no longer applies.

THE UNITED STATES OF AMERICA

By: James C. Kneigh, Jr.
(Signing officer)

Effective date of lease Dec. 1, 1954

Manager

11-4-54

18 U. S. C. sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

This form may be reproduced provided that the copies are exact reproductions on one sheet of both sides of this official form, in accordance with the provisions of 43 CFR 192.42 (a).

NOTICE

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This lease is subject to Public Law 555 enacted on July 29, 1954 which amends section 31 of the 1920 Mineral Leasing Act (41 Stat. 447; 30 U.S.C. sec. 188) to provide that

"... upon the failure of lessee to pay the lease rental on or before the anniversary date of the lease, for any lease on which there is no well capable of producing oil and gas in paying quantities, the lease shall automatically terminate by operation of law: Provided, however, that when the time for payment falls upon any day in which the proper office for payment is not open, payment may be received the next official working day and shall be considered as timely made."

File No. 31589

RECORDED AT THE REQUEST OF

Richfield Oil Corporation

Dec. 13 A.D. 1954

At 50 minutes past 10 A.M.

in Liber 8 of Miscellaneous

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EUREKA COUNTY, NEVADA

E.B. Crane Recorder

By Angela Evans Deputy