

File No. 32387

Form No. 4-1128
7th Edition
Sept. 1955

Form approved
Budget Form No. 2-1128-1

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office Las Vegas, Nevada

Serial No. 157-012258

OFFER TO LEASE AND LEASE FOR OIL AND GAS

Receipt No. 310951

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

THIS OFFER MAY BE REJECTED AND RETURNED TO THE OFFICER 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.

(This is on a typewriter or point printer in ink and size 14)

Mr. LAWRENCE R. PHILLIPS 125-236 22 11/8 08

PLEASE NOTIFY THE SIGNING OFFICER OF ANY CHANGE OF ADDRESS.

231 MERIDIAN AVENUE

ALHAMBRA, CALIFORNIA

I hereby offer 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 24, 1933 (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			
State	County	Section	Meridian	State	County	Section	Meridian
<u>Nevada</u>	<u>Esmeralda</u>	<u>T. 26 N., R. 54 E., M. D.</u>	<u>Meridian</u>	<u>Nevada</u>	<u>Esmeralda</u>	<u>T. 26 N., R. 54 E., M. D.</u>	<u>Meridian</u>
		<u>Sec. 21: NW, S, SE, N, SW</u>					
		<u>Sec. 23: NE, S, SE, N, SW</u>					
		<u>Sec. 26: All</u>					
Total Area <u>3,280</u> Acres				Total Area <u>3,280</u> Acres Rental retained <u>\$ 640.00</u>			

This lease embraces the area and the land described in Item 2.
The rental retained is the rental shown in Item 4.
SUBJECT TO PUBLIC LAW 555
83rd Congress

4. Amount remitted: Filing fee \$10, Rental \$ 640.00, Total \$ 650.00.
5. Undersigned certifies as follows:
(a) Offeror is a citizen of the United States. Native born Naturalized Corporation or other legal

66403

NOTICE

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. 169) 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."

to the provisions in this instrument relating to the reservation of fluctuating source of water for the lands described in Item 2 above hereby leased, subject to the provisions of the offer and on the reverse side hereof.

This form is submitted to the office of the Bureau of Land Management and contains all of the provisions thereof as of the date of filing of this offer.
THE UNITED STATES OF AMERICA
By James E. Keighly
Manager

Effective date of lease 11/11/1956 26 1956

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 GPO Form 128 of 1954.

File No. 32387

Form No. 4-1155
Fifth Edition
(Sept. 1954)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Form approved
Budget Bureau No. 42-150-3

Office Reno, Nevada

Serial No. Nev-012258

Receipt No. 310951

OFFER TO LEASE AND LEASE FOR OIL AND GAS
(Sec. 17 Noncompetitive 5-Year Public Domain Lease)

THIS OFFER MAY 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)

1. Mr. ~~Miss~~ LAURENCE R. PHILLIPS (Name)

211 MERIDIAN AVENUE
(Number and Street)

ALHAMBRA, 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)	
<u>Nevada</u> (State)	<u>Eureka</u> (County)	<u>Nevada</u> (State)	<u>Eureka</u> (County)
<u>T. 26 N., R. 54 E., M. D.</u> Meridian		<u>T. 26 N. R. 54 E. M.D.</u> Meridian	
Sec. 21: <u>NW¹, S¹SE¹, NW¹SE¹.</u>			
Sec. 23: <u>NE¹, S¹SE¹, NE¹SE¹, E¹SW¹.</u>			
Sec. 26: <u>All</u>			
Total Area <u>1,280</u> Acres		Total Area <u>1280</u> Acres	Rental retained \$ <u>840.00</u>

SUBJECT TO PUBLIC LAW 66
83rd Congress

4. Amount remitted: Filing fee \$10, Rental \$ 640.00, Total \$ 650.00.

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):

(b) Offeror's interests direct and indirect in oil and gas leases and applications or offers therefor including this offer do not exceed 46,080 chargeable acres in the same State, or 100,000 chargeable acres in Alaska. (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, on 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. If this lease form does not contain all of the terms and conditions of the lease form in effect at the date of filing, the offeror further agrees to be bound by the terms and conditions contained in that form.

8. It is hereby certified that the statements made herein are 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 18th day of August 1955.

WITNESSES

Walter W. Allen, 207 1/2 N. Grand St., Alhambra, Calif. (Name and address) Laurence R. Phillips (Lessee signature)

E. Calvert, 207 1/2 N. Grand St., Alhambra, Calif. (Name and address) (Lessee signature)

(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.

This form is submitted in lieu of official form 4-1155 and contains all of the provisions thereof as of the date of filing of this offer.

THE UNITED STATES OF AMERICA

By James E. Keogh (Signing officer)
Alhambra (Title) 26 1956 (Date)

Effective date of lease

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). 16-4307-7

LEASE TERMS

Section 1. **Grant of Lease.** The lessor hereby grants the lessee the right to mine and remove oil, gas, coal, uranium, thorium, and other minerals on the land described in the exhibit attached hereto, to be known as the "Leased Land". The lease shall be subject to the provisions of the lease agreement attached hereto, and the lessee shall be bound by the terms and conditions thereof.

Section 2. **Term of Lease.** This lease shall be in full force and effect for a term of ten (10) years, commencing on the date hereof, and shall terminate on the date of the expiration of the term hereof, unless sooner terminated by the parties hereto.

Section 3. **Area of Lease.** The leased land shall be the land described in the exhibit attached hereto, and shall include all rights and interests therein, including the right to use the land for the purposes of the lease.

Section 4. **Use of Land.** The leased land shall be used for the purposes of the lease, and the lessee shall be bound by the terms and conditions thereof, including the obligation to comply with all applicable laws and regulations.

Section 5. **Production and Royalties.** The lessee shall be entitled to the production of oil, gas, coal, uranium, thorium, and other minerals from the leased land, and shall pay to the lessor a royalty of ten percent (10%) of the net proceeds from the sale of such production.

Section 6. **Operations and Maintenance.** The lessee shall be responsible for the operations and maintenance of the leased land, and shall be bound by the terms and conditions thereof, including the obligation to maintain the land in a state of good and workable order.

Section 7. **Assignment and Sublease.** The lessee shall not assign or sublease the leased land or the rights hereunder without the prior written consent of the lessor.

Section 8. **Severability.** If any provision of this lease is held to be invalid or unenforceable, the remaining provisions shall survive and remain in full force and effect.

Section 9. **Entire Agreement.** This lease constitutes the entire agreement between the parties hereto, and shall supersede all other agreements, understandings, or negotiations between them.

Section 10. **Signatures.** This lease shall be binding upon the parties hereto when signed by them or their duly authorized representatives.

Section 11. **Force Majeure.** In the event of a force majeure event, the lease shall be suspended for a period of ninety (90) days, and shall then terminate if the force majeure event continues for a period of one hundred eighty (180) days.

Section 12. **Assignment of Lease.** The lessee shall have the right to assign the leased land or the rights hereunder to a third party, provided that the assignee is qualified to carry out the obligations of the lease.

Section 13. **Assignment of Lease.** The lessee shall have the right to assign the leased land or the rights hereunder to a third party, provided that the assignee is qualified to carry out the obligations of the lease.

Section 14. **Assignment of Lease.** The lessee shall have the right to assign the leased land or the rights hereunder to a third party, provided that the assignee is qualified to carry out the obligations of the lease.

Section 15. **Assignment of Lease.** The lessee shall have the right to assign the leased land or the rights hereunder to a third party, provided that the assignee is qualified to carry out the obligations of the lease.

Section 16. **Assignment of Lease.** The lessee shall have the right to assign the leased land or the rights hereunder to a third party, provided that the assignee is qualified to carry out the obligations of the lease.

Section 17. **Assignment of Lease.** The lessee shall have the right to assign the leased land or the rights hereunder to a third party, provided that the assignee is qualified to carry out the obligations of the lease.

Section 18. **Assignment of Lease.** The lessee shall have the right to assign the leased land or the rights hereunder to a third party, provided that the assignee is qualified to carry out the obligations of the lease.

Section 19. **Assignment of Lease.** The lessee shall have the right to assign the leased land or the rights hereunder to a third party, provided that the assignee is qualified to carry out the obligations of the lease.

Section 20. **Assignment of Lease.** The lessee shall have the right to assign the leased land or the rights hereunder to a third party, provided that the assignee is qualified to carry out the obligations of the lease.

Section 21. **Assignment of Lease.** The lessee shall have the right to assign the leased land or the rights hereunder to a third party, provided that the assignee is qualified to carry out the obligations of the lease.

Section 22. **Assignment of Lease.** The lessee shall have the right to assign the leased land or the rights hereunder to a third party, provided that the assignee is qualified to carry out the obligations of the lease.

Section 23. **Assignment of Lease.** The lessee shall have the right to assign the leased land or the rights hereunder to a third party, provided that the assignee is qualified to carry out the obligations of the lease.

Section 24. **Assignment of Lease.** The lessee shall have the right to assign the leased land or the rights hereunder to a third party, provided that the assignee is qualified to carry out the obligations of the lease.

Section 25. **Assignment of Lease.** The lessee shall have the right to assign the leased land or the rights hereunder to a third party, provided that the assignee is qualified to carry out the obligations of the lease.

Section 26. **Assignment of Lease.** The lessee shall have the right to assign the leased land or the rights hereunder to a third party, provided that the assignee is qualified to carry out the obligations of the lease.

Section 27. **Assignment of Lease.** The lessee shall have the right to assign the leased land or the rights hereunder to a third party, provided that the assignee is qualified to carry out the obligations of the lease.

Section 28. **Assignment of Lease.** The lessee shall have the right to assign the leased land or the rights hereunder to a third party, provided that the assignee is qualified to carry out the obligations of the lease.

Section 29. **Assignment of Lease.** The lessee shall have the right to assign the leased land or the rights hereunder to a third party, provided that the assignee is qualified to carry out the obligations of the lease.

Section 30. **Assignment of Lease.** The lessee shall have the right to assign the leased land or the rights hereunder to a third party, provided that the assignee is qualified to carry out the obligations of the lease.

Section 31. **Assignment of Lease.** The lessee shall have the right to assign the leased land or the rights hereunder to a third party, provided that the assignee is qualified to carry out the obligations of the lease.

Section 32. **Assignment of Lease.** The lessee shall have the right to assign the leased land or the rights hereunder to a third party, provided that the assignee is qualified to carry out the obligations of the lease.

Section 33. **Assignment of Lease.** The lessee shall have the right to assign the leased land or the rights hereunder to a third party, provided that the assignee is qualified to carry out the obligations of the lease.

Section 34. **Assignment of Lease.** The lessee shall have the right to assign the leased land or the rights hereunder to a third party, provided that the assignee is qualified to carry out the obligations of the lease.

Section 35. **Assignment of Lease.** The lessee shall have the right to assign the leased land or the rights hereunder to a third party, provided that the assignee is qualified to carry out the obligations of the lease.

Section 36. **Assignment of Lease.** The lessee shall have the right to assign the leased land or the rights hereunder to a third party, provided that the assignee is qualified to carry out the obligations of the lease.

Section 37. **Assignment of Lease.** The lessee shall have the right to assign the leased land or the rights hereunder to a third party, provided that the assignee is qualified to carry out the obligations of the lease.

Section 38. **Assignment of Lease.** The lessee shall have the right to assign the leased land or the rights hereunder to a third party, provided that the assignee is qualified to carry out the obligations of the lease.

Section 39. **Assignment of Lease.** The lessee shall have the right to assign the leased land or the rights hereunder to a third party, provided that the assignee is qualified to carry out the obligations of the lease.

Section 40. **Assignment of Lease.** The lessee shall have the right to assign the leased land or the rights hereunder to a third party, provided that the assignee is qualified to carry out the obligations of the lease.

INSTRUCTIONS

1. This offer shall be filed in a separate or printed copy in full and shall be subject to the following instructions:

A. **General Instructions.**

1. The offer shall be filed in a separate or printed copy in full and shall be subject to the following instructions:

2. The offer shall be filed in a separate or printed copy in full and shall be subject to the following instructions:

3. The offer shall be filed in a separate or printed copy in full and shall be subject to the following instructions:

4. The offer shall be filed in a separate or printed copy in full and shall be subject to the following instructions:

5. The offer shall be filed in a separate or printed copy in full and shall be subject to the following instructions:

6. The offer shall be filed in a separate or printed copy in full and shall be subject to the following instructions:

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9. The offer shall be filed in a separate or printed copy in full and shall be subject to the following instructions:

10. The offer shall be filed in a separate or printed copy in full and shall be subject to the following instructions:

B. **General Instructions.**

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C. **General Instructions.**

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10. The offer shall be filed in a separate or printed copy in full and shall be subject to the following instructions:

Printed by WOLCOTT

211 S. Spring St., Los Angeles 12, Calif.

File No. 22317

RECORDED AT THE REQUEST OF

Rehills Oil Corporation

June 9 A.D. 1956

At 5:00 minutes past 4 P.M.

in Liber 8 of Miscellaneous

Page 249 Records of

EUREKA COUNTY, NEVADA

E. B. Crum Recorder

By *Angela Evans* Deputy