

1159-19

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DATES APPROVED
DAG No. 1004-0000
Expires January 31, 1980

Serial No.

OFFER TO LEASE AND LEASE FOR OIL AND GAS

The undersigned (lessee) offers to lease all or any of the lands in area 2 that are available for lease pursuant to the Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands (30 U.S.C. 351-358), the Attorney General's Order of April 2, 1943 (43 CFR 4.50). *Note: It is the responsibility of the lessee to read instructions before completing this application. Consult instructions if any provision of this application is unclear or provides for less than the intended lease offer.*

1. Name: *City, State, Zip Code* **Post Office Box 300**Street: *Post Office Box 300*City, State, Zip Code: *Victorville, California 92392*2. This offer/lease is for: PUBLIC DOMAIN LANDS ACQUIRED LANDS (prior to U.S. annexation)

Surface managing agency if other than BLM: _____

Unit Project: _____

Legal description of land requested:

T. *100 S.* R. *100 E.*Section: *16* Range: *16* Bldg# *16*State: *CA* County: *Inyo*

(Pro Dlg No. 16b)

Sec. 1. *16* S. *16* E.Sec. 2. *16* S. *16* E.Sec. 3. *16* S. *16* E.Sec. 4. *16* S. *16* E.Sec. 5. *16* S. *16* E.Sec. 6. *16* S. *16* E.Sec. 7. *16* S. *16* E.Sec. 8. *16* S. *16* E.Sec. 9. *16* S. *16* E.Sec. 10. *16* S. *16* E.Sec. 11. *16* S. *16* E.Sec. 12. *16* S. *16* E.Sec. 13. *16* S. *16* E.Sec. 14. *16* S. *16* E.Sec. 15. *16* S. *16* E.Sec. 16. *16* S. *16* E.Amount retained: Filing fee: \$ *5.00*Rental fee \$ *5.00*Total acres applied for: *16*Total S: *16*

3. Land included in lease:

T. *100 S.* R. *100 E.*Section: *16* Range: *16* Bldg# *16*State: *CA* County: *Inyo*

SALE-AT-THREE-2

NOT IN A TOWER
OR ELECTRICAL STRUCTURE

In accordance with the above offer, or the previously submitted simultaneous oil and gas lease application or comparable bid, this lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas (except helium) in the lands described in item 2, together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to removal or cessation in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached modifications of this lease; the Secretary of the Interior's regulations and formal orders in effect as of lease issuance; and to regulations and formal orders hereafter promulgated when and incorporated with lease rights granted or specific provisions of this lease.

Type and primary term of lease:

- Simultaneous noncompete lease (ten years)
- Regular noncompete lease (ten years)
- Competitive lease (five years)
- Other _____

(Formerly 3140-1, 2, 3, 3120-1, 7, 3130-4, 5, and 7)

THE UNITED STATES OF AMERICA

Marla S. Boyle
By: *Marla S. Boyle* Signature

Print Name or Title _____

JAN 6

FEB 07 1988

EFFECTIVE DATE OF LEASE

NV-5636-EE

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For: *Post Office Box 300, Victorville, California 92392*

Topic: _____

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1. In the event that it is determined that the properties of the Landlord have been so damaged or destroyed that they cannot be made available to the Tenant for the duration of this lease, the Tenant will be entitled to receive a prorated amount of rent for the period of time that the property is unusable. The Tenant will be required to pay all taxes and other expenses associated with the property during this period. The Tenant will also be responsible for any additional expenses incurred in the repair or replacement of the damaged property.

This offer will be rejected and will affect those properties that were reported and recorded as a damage claim, but which were not accompanied by the required payments (§ 14.5.1). See 100% marks or a return for any overpayments and any bills to be paid to the Department of Revenue of the United States of America. No claim or demand for statements or representations as to any matter shall be paid.

Signature certifies compliance with requirements concerning Federal real estate holdings provided in Section 24 of the Act.

On executed the 8th day of December, 1981. 

EXHIBIT B

Sec. 1. Renewal. Rentals shall be paid by the lessee at the rate of \$100.00 per month per acre for the first year.

Sec. 2. Non-Renewal. Non-renewal notice of the lease terms. Landlord, by the property owner, shall serve a written notice of non-renewal to the lessee at least one month prior to the termination of the lease.

If the parties do not reach an agreement as to the value of the improvements, a third party appraiser shall be retained to determine the value of the improvements. The lessee has the right to inspect the property for the purpose of determining its value. The appraisal fee shall be split between the lessee and the landlord.

Landlord may terminate the lease if he finds that the lessee is in violation of any of the lease terms or conditions or if he has reason to believe that the lessee is about to violate any of the lease terms or conditions.

Sec. 3. Renters. Renters shall bear and pay all expenses of taxes. Renters shall be liable in accordance with regulations on production removed from land. Renters shall be liable

for damages to any property leased to them.

Sec. 4. Damage. Lessee agrees to pay all expenses of repairing damage to any property leased to them.

Sec. 5. Leasehold improvements. The lessee shall be responsible for all costs of maintenance and repair of all fixtures, equipment and machinery used in the operation of the business. The lessee shall be responsible for all expenses of maintaining and repairing the premises in accordance with all applicable laws and regulations. The lessee shall be responsible for all expenses of maintaining and repairing the premises in accordance with all applicable laws and regulations.

Sec. 6. Minimum rents. The lessee shall pay minimum rents, as set forth in the lease. The minimum rents shall increase annually, as set forth below, and the increases shall be reduced, but no portion of the increase shall be deducted from the minimum rents to encourage the greatest output of the leased premises.

Anytime before the lease will expire, the lessor may make changes in accordance with the laws of the state. All such changes shall be made with the knowledge of the lessor, and the lessor shall be bound by such changes, if such changes are not inconsistent with the lessee's business. Any such changes shall be effective upon payment of a reasonable amount of money, plus the cost of construction and installation, to the lessor.

Sec. 7. Books. Books shall be kept and maintained by the lessee.

Sec. 8. Discontinuance. If either party fails to pay any amount of rent or other charges due under this lease for a period of time, the lessor may terminate this lease by giving notice to the lessee. The lessor may also terminate this lease if the lessee commits any act that would cause the lessor to believe that the lessee is unable to pay rent or other charges due under this lease.

Sec. 9. Default. If either party fails to pay any amount of rent or other charges due under this lease for a period of time, the lessor may terminate this lease by giving notice to the lessee. The lessor may also terminate this lease if the lessee commits any act that would cause the lessor to believe that the lessee is unable to pay rent or other charges due under this lease.

Sec. 10. Termination. This lease will terminate on the date of termination.

The lessee shall be liable for all damage to any property leased to them. The lessee shall be liable for all damage to any property leased to them. The lessee shall be liable for all damage to any property leased to them. The lessee shall be liable for all damage to any property leased to them.

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RECOVERED AT REQUEST OF
Lee Anschule Corporation
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REF ID: 1159-19
FILE NO. 7-04
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