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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

BURN VALUE ONE OWN PARTY AT VALUE ONE

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OFFER TO LEASE AND LEASE FOR OIL AND GAS

N 47388

The undersigned (reverse) offices to besse all or any of the leads in term 2 that are available for lease pursuant to the Mineral Lessing Act of 1920 (30 U.S.C. 181 et seq.), the Mineral Lessing Act for Acquired Lessing Act of 1920 (30 U.S.C. 351-359), the Anorsey General's Opinion of April 2, 1941 (40 OP: Arry, Gen. 41), or the

Reed Instructions Betwee Competing

Co., Rais. Ze Code Denver, Colorado 80202 This offerhese is for (Check Only One) Eligible description of their share BLM: Legal description of their share BLM: Section 24: Selv. Metal Section 24: Selv. Metal DO NOT WRITE RELOW THIS LINE Legal description of their share Selv. T. R. Mertalian Same County Selv. S	555 17th Street, Suite 240	0		the state of the s
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Silows, subject to renewal or extension in in accordance was as support on the control of the lateral or regulations and formal orders hereafter promulgated when not accompanied or specific provisions of this bease. The UNITED STATES OF AMERICA	ance with the above offer, or the previously submitted	t simultaneous oil and gas least application in the lands described in stem 3 together with	or competitive bid, this lease is issue the right to build and manuscan neces	ued granting the exclusive right to Grill for, usery improvements therespon for the term in
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OtherEFFECTIVE DATE OF EXCELLENT	a		EFFECTIVE DATE OF LEASE.	ANA TOTAL
*(Formerly 3110-1, 2, 3, 3120-1, 7, 3130-4, 5, and 7) NV-5672-AAA BOOK 82 PAGE 07				

A. (a) Undersuged confice that (1) offeror is a citizen of the United States; an association of such course; a manuscipality; or a corporation organized under the laws of the United States or any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 4) CFR 3100 and the leasing authorises; (3) offeror's chargeaple guerrens, daying and indirect, in either public domain or acquired kinds do not accreed 200,000 acres no old and gas options or 246,000 acres in options in either leasing District in Aliakia; and (4) offeror is not considered a minor under the laws of the State in which the fundation volume to least the state of the State in which the fundation volume to least of the State in which the fundation volume to least of the State in which the fundation volume to the least of the State in which the fundation volume to the least of the State of the State in which the fundation volume to the least of the State of the United States any false, fictitions or expansion as to any master within its jurisdiction.

The Offer will be rejected and will afford offeror in person knowingly and willfully to make to any Department or agency of the United States any false, fictitions or transdement or representations as to any master within its jurisdiction.

THE ANSCHUTZ_CORPORATION

THE ANSCHUTZ CORPORATION BY: Jelles J. Jents
Lillian F. Lentz, Asst. V.P. General Land of As Duty executed this _6th_ day of __October_ __ 1987

Sec. (, Remain-Remain shell be paid to proper office of lessor in advance of each lease year.

Annual remail retain per acre or fraction thereof are:

- (a) Sanutianeous noncompetitive lease, \$1.00 for the first 5 years, theresher, \$3.00; (b) Regular noncompetuve lease, \$1.00; (c) Competitive lease, \$2.00; or (d) Other, see attachment.

If all or part of a noncompetitive leasehold is determined to be within a known geological procure or a favorable petroleum geological province, annual restal shall become \$2.00, eginning with the lease year following nonce of such determination. However, a lease that would thereuse be subject to restal of more than \$2.00 shall continue to be subject to the higher restal.

otherwise be subject to rettal of more than \$2.00 shall continue to be subject to the higher rettal.

If this lesse or a portion thereof is communed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rettals shall continue to be due at the rate specified in (a), (b), (c), or (d) for those lands not within a participating area.

Failure to pay annual rettals, if due, on or before the anniversary date of this lease for next official working day if office is closed) shall submanically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lease.

- Sec. 2. Royalties—Royalties shall be paid to proper office of lessor. Royalties shall be of pasted in accordance with regulations on production removed or sold. Royalty rates are:
 - (a) Simultaneous nuncompetitive lease, 121/%;
 (b) Regular noncom; entitive lease, 121/%;
 (c) Competitive lease, see attachment; or
 (d) Other, see attachment.

(d) Other, see attachment.

(d) Other, see attachment.

Lestor reserves the right to specify whether royalty is to be paid in value or in kind, and the legits or establish reasonable nummum values on products after guing lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in whigh production occurred. When paid in kind, production aball be delivered, unless otherwise agreed to by leasor, in merchantable condition on the premuses where produced without crist to lessor. Lessee shall not be required to hold such production in storage from causes beyond the last day of the ggoth following the month in which production is usorage from causes beyond the reasonable control of lessee.

Minimum royalty shall be due for any lease year affet discovery in which royalty payments aggregate less than \$100 per serce. Lessee shall pay such difference air end of lease year, This minimum myalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leasted resources, or a otherwise justified. An interest charge shall be assessed on late royalty payments on undertyaments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRNA) (96 Stat 2447). Lessee shall be lable for royalty payments on and and gas toot or wasted from a lease site when such to say of the lease of the Seates at the whon such those or waste is due to negligence on the part of the operator; or due to the failure to comply with any rule, regulation, odder, or citation stated once for other states that the sauge authority.

Sec. 3. Bonch—Lessee shall file and maintain any bond sequired under regulations.

- Sec. 3. Bonds-Lessee shall file and maintain any bond required under regulations
- 200. 3. DUISSTMENT MAIN INE THIS MEMBERS AND EXPENDED HER SERVICE HAS BEEN AND THE SERVICE HAS B
- determined by lessor.

 Sec. 5. Documents, evidence, and inspection—Lessee shall file with proper office of lessor, soo later than 10 days after effective date theirorf, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may presentle, lessee shall farmats destuded statements showing amounts and quality of all products emoved and sodil, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements, and reports with respect to paintes in universi, expenditures, and deprecusion costs. In the form preservined by lessor, lessee shall keep a daily affiling record, a log, information on well surveys and tests, and a record of subsurface investigations and farmats copies to lessor when required. Lessee shall keep possible times for empercision by, any sushorated officer of lessor, the lessed primates and all wells, improvements, machinery, and futures thereon, and all books, accounts, maps, and records relative to operations, surveys, or juvestigations or or in the lessed lands. Lessee shall imanisation ropers of all contracts, tales generoments, active contracts and adventised and and the scales shall maintain opens of all contracts, tales generoments, active processing records, and documents also such as billings, juvosces, or semilar documentation that

supports costs claimed as manufacturing, preparation, and/or triumportation costs. All such records shall be manutained in lessee's ac coiseage offices for future such sy lessor. Lessee shall manufacture more formation of years after they are generated or, if an auda or investigation is underway, entel released of the obligation to maintain such records by lessor.

way, end released of the obligation to maintain such records by lessor.

Daring existence of this lesse, information obstained under this section shall be closed to importion by the public in accordance with the Freedom of Information Act (5 U.S.C. 532).

Sec. 6. Conduct of operations—Lessee shall conduct operations in a manior that maintaines obverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other lend suce or users. Lessee shall take reasonable maintaines doesnit successful by lessor to accomplish the intent of this section. To the extent consistent with lesser right a reasonable intent of this section. To the extent consistent with lesser than greated, and measures may include, but are not immed to, modification to inting or design of sheddines, unting of operations, and specification of interim and final reclammation measures. Lessor reserves the right to continuous existing uses and to surborute future times upon or a de lessed lands, including the approval of examents or rights—freezy. Such uses shall be conditioned to as to preview unnecessary or unreasonable interference with rights of lessor.

Description the surface of the lessed lands, lessee shall consist lessor to be apprised.

unnecessary or unreasonable interference with rights of tessors.

Prior to disturbing the surface of the leased lands, lessor shall consect lessor to be apprised of procedures to be followed and modifications or reclaimation measures that may be necessary.

Areas to be disturbed may require investories or special studies to determine the extent of impacts to other recourses. Lessor may be required to complete minor investories or whost term special studies under guidelines provided by lessor. If in the conduct of operations, threstened or endangered specials, objects of historic or scientific interest, or substantial unamnicipated circumstantial distributions of fine the conduct of operations that would result in the destruction of such species or objects.

- Sec. 7. Mining operations—To the easent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.
- Sec. 8. Extraction of belaum—Lessor reserves the option of extracting or having the laim from gas production in a materic specified and by means provided by less expense or loss to lessee or owner of the gas. Lessee shall include in any contract of gas the provisions of this section.
- Sec. 9. Damages to property—Lessee shall pay lessor for damage to lessor's it and shall save and hold lessor harmiesa from all clasms for damage or harm to pe erty as a result of lease operations.
- Sec. 10. Protection of diverse inserests and equal opportunity—Lessae shall: pay when the all tase's legally assessed and levied under lews of the State or the Unsted States; accord all employees complete treedom of purchase; pay all wages at least roots each month in lawfall money of the United State; numation a safe working environment in accordance with seredard industry practices; and take measures accessary to protect the health and safety of the public.

Essor reserves the right to ensure that production is sold at reasonable priors and to prevent monopoly. If lessee operates a pueches, or owns controlling interest as a pipelane or a company operating a pipeline, which may be operated accessible to not derived from these leased lands, lesser shall comply with action 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Excessive Order No. 11246 of September 24, 1983, as amended, and regulations and relevant orders of the Societary of Labor saused pursuant thereto. Neither leaser not lessee is subcontractors shall maintain segregated facilities.

- Scc. 11. Transfer of lease interests and reliaquishment of lease—As required by regulesses shall file with lessor any assuments or other transfer of an interest in this lease may reliaquish this lease or any legal sundavision by filing in the proper office a writing quishment, which shall be reflective as of the date of filing, subject to the command of of the lesses and surery to pay all accrued rentals and royalties. st in this lease. Lesses
- Sec. 12. Delivery of premues—As such tune as all or portions of this lenue are returned to lessor, lesses shall place affected wells in condition for suspension or abandomerest, reclaim the land as specified by lessor and, within a reasonable period of tune, remove equipment and improvements not deemed secessary by lessor for preservation of producible wells.
- See. 13. Proceedings in case of default.—If lesses fails to comply with any provisions of this lesse, and the noncompliance continues for 30 days after written nouse thereof. This lesses shall be subject to carecllation. Lesses shall also be subject to applicable provisions and penalities of FOGRMA (196 Stat. 2447). However, if this lesses includes that knows to contain visuality of process of lessed resources, it may be cancelled only by judicial proceedings. This provision shall not be constituted to prevent the exercise by lessor of any other legal and equatible remody, including waver of the default. Any such remody or waver shall not prevent laser cancellation for the same default occurring at any other time.

Sec. 14. Heirs and successors-in-sairrest—Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall owire to the heirs, executors, administrators, suc-cessors, beneficiaries, or assignees of the respective parises hereto.

1 26 4,2301 BOOK | 82 PAGE | 08

RECORDED AT THE REQUEST OF

800K 182 PAGE 107

The Anschutz Corp

88 ALG-9 A9:70

DEFICIAL RECORDS
EUREKA COUNTY, NEVADA
M.N. REBAL EATL RECORDER
FILE NO. FEE 5 775

120666

BOOK | 82 MGE | 09

9587

WHEN RECORDED, PLEASE RETURN TO THE ANSCHUTZ CORPORATION 2400 ANACONDA TOWER DENVER, COLORADO 80202