

Form 3100-11
(June 1988)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
OFFER TO LEASE AND LEASE FOR OIL AND GAS

137759

Serial No.

The undersigned (reverse) offers to lease all or any of the lands in item 2 that are available for lease pursuant to the Mineral Leasing Act of 1920, as amended and supplemented (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands of 1947, as amended (30 U.S.C. 311-359), the Attorney General's Opinion of April 2, 1941 (40 Op. Atty. Gen. 41), or the

READ INSTRUCTIONS BEFORE COMPLETING

1. Name ANADARKO PETROLEUM CORP
Street 16601 GREENSPRING PK #200
City, State, Zip Code HOUSTON, TEXAS 77210

2. This application/offer/lease is for: (Check only One) ☒ PUBLIC DOMAIN LANDS

☐ ACQUIRED LANDS (percent U.S. interest _____)

Surface managing agency if other than BLM: _____

Unit/Project _____

Legal description of land requested: _____

*Parcel No.: 119-01-05-0075

*Sale Date (m/d/y): 05 / 14 / 91

*SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.

T. _____ R. _____ Meridian _____ State _____ County _____

Amount retained: Filing fee \$ 75.00

Rental fee \$ 2006.50

Total acres applied for 1930.52

Total \$ 2071.50

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:

T. _____ R. _____ Meridian _____ State _____ County _____

T. 21 N., R. 43 E., 10th, Nevada
sec. 01, lots 1-4, SW 1/4, S1;
sec. 11, E1;
sec. 12, all.
Eschscholtz County

Total acres in lease 1930.52

Rental retained \$ 2006.50

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 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations 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 not inconsistent with lease rights granted or specific provisions of this lease.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease:

☐ Noncompetitive lease (ten years)

☒ Competitive lease (five years)

☐ Other _____

BOOK 225 PAGE 256

THE UNITED STATES OF AMERICA

by

William M. Human

Chief

(Signing Officer)

Land and Mining Section

JUN 24 1991

(Title)

(Date)

EFFECTIVE DATE OF LEASE JUL 1 - 1991

(Continued on reverse)

611-0045-60

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments, 18 U.S.C. Sec. 1401 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 or in any matter within its jurisdiction.

Duly executed this 15th day of JULY

Duly executed this 15th day of JULY

ANADARKO PETROLEUM CORPORATION

Paul E. Feldman (Signature of Lessee or Attorney in Fact)
Attorney-in-Fact

LEASE TERMS

(c) Other, see attachment, or as specified in regulation, at the time this lease is issued

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

(c) Other, see attachment, or as specified in regulations at the time this lease is issued.

Minimum royalty, in case of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty 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 leased resources, or is otherwise justified.

4. **Diligence, rate of development, utilization, and damage.** Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessee reserves the right to specify rates of development and production in the following:

3. **5. Documents, evidence, and inspection.** Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangements for sale or disposal of production. At such times and in such form as lessor may prescribe, lessor shall furnish detailed statements showing amounts and quality of all product removed and sold.

For the purpose of the audit, the following documents should be submitted to the auditor for review and inspection:

- **Financial statements:** The auditor should review the company's financial statements, including the balance sheet, income statement, and cash flow statement, for the period under audit. These statements should be prepared in accordance with generally accepted accounting principles (GAAP) and should be signed by the company's management.
- **Supporting documents:** The auditor should review supporting documents for the financial statements, including invoices, contracts, and bank statements. These documents should be original or certified copies, and should be dated and initialed by the company's management.
- **Internal controls:** The auditor should review the company's internal controls, including the system of internal accounting controls, to determine if they are designed and operating effectively to prevent or detect material misstatements in the financial statements.
- **Other documents:** The auditor may also review other documents, such as minutes of board meetings, correspondence, and legal documents, to obtain additional information about the company's financial position and operations.

The auditor should maintain a list of all documents reviewed and inspected, and should retain copies of the documents for the duration of the audit. The auditor should also provide a copy of the list of documents reviewed and inspected to the company's management.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may include incinerators or areas subject to incineration.

Sec. 7. Mining operations. To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lesser reserves the right to deny approval of such operations.

Sec. 9. Damages to property. Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity. Lessee shall pay when due all taxes legally assessed and levied under laws of the State of the United States, and all employees complete freedom of religion, race, color, sex, age, and ancestry at least twice each month in stated manner of the

United States, maintain a close working relationship in accordance with standard industry practices, and take measures necessary to protect the health and safety of the public.

Leasee reserves the right to mine that production is sold at reasonable prices and to prevent monopoly. If a lease owner or a pipeline or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated as desirable to be obtained from these leased lands, lessor shall comply with section 28 of the Mineral Leasing Act of 1920.

Leavees shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither leavee nor leavee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease. As required by regulations, lease shall file with lease any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment which lists the effective date of filing, subject to the continued obligation of the lessee, and agrees to pay all mineral rents and royalties.

12. If any of the premises, at such time as all or portions of this lease are returned to lessor, lesser shall place attached well in condition for operation or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

(c) If proceedings in case of default by lessor fail to comply with any provisions of this lease, and the non-compliance continues for 30 days after written notice thereof, this lease shall be subject to an election only if the leased land contains a well capable of production of oil or gas in paying quantities, or the lease is conveyed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unshared

any lesser or any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent fact or collusion for the same default or occurring at any other time. Lesser shall be subject to applicable provisions and penalties of LOGICMA (W.D.S.C. 100).

14. Heres and successors in the test. Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assigns of the respective parties hereto.

BOOK 225 PAGE 256
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Canadian Petroleum
91 SEP 11 P159
Corp
EUREKA COUNTY, NEVADA
M.N. REBALENTI, RECORDER
FILE NO. FEE \$7.00
137759

BOOK 225 PAGE 258