

Lincoln County

Form 3106-5
(February 1971)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

FORM APPROVED
OMB NO. 42-R1599

Serial No.
N-5225

ASSIGNMENT AFFECTING RECORD TITLE
TO OIL AND GAS LEASE
PART I

LAND OFFICE USE ONLY
New Serial No.
SAME

25% to:
✓ Sun Oil Company
1. (Delaware)
P. O. Box 2039
Tulsa, Oklahoma 74102

25% to:
Atlantic Richfield
Company
501 Lincoln Tower Bldg.
Denver, Colorado 80203

25% to:
Tenneco Oil Company
P. O. Box 2410
Denver, Colorado 80201

The undersigned, as owner of 100% percent of record title of the above-designated oil and gas lease issued effective (date) February 1, 1971, hereby transfers and assigns to the assignee shown above, the record title interest in and to such lease as specified below.

2. Describe the lands affected by this assignment (43 CFR 3101.2-3)

Township 6 North, Range 66 East, N.D.M.
Section 26: All (640.00 acres)

Containing 640.00 acres, more or less, and
situate in Lincoln County, Nevada.

3. What part of assignor(s) record title interest is being conveyed to assignee? (Give percentage or share)
75% (25% each)

4. What part of the record title interest is being retained by assignor(s)? 25%

5a. What overriding royalty or production payments is the assignor reserving herein? (See Item 4 of General Instructions; specify percentage.) None

b. What overriding royalties or production payments, if any, were previously reserved or conveyed? (Percentage only) None

It is agreed that the obligation to pay any overriding royalties or payments out of production of oil created herein, which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.

I CERTIFY That the statements made herein are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 14th day of February, 1972
UNION OIL COMPANY OF CALIFORNIA

BY 
B. J. TAYLOR
Its Attorney In Fact

Union Oil Company of California Corporate
Qualifications on file: SAC 057898A
Power-of-Attorney to undersigned on

file: N-32
I certify that said power-of-attorney is still in
effect and that this instrument is executed solely
(Assignor's Address)
on behalf of Union Oil Company of California.

P. O. Box 7600
Los Angeles, California 90051
(City) (State) (Zip Code)

Title 28 U.S.C., Section 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.

THE UNITED STATES OF AMERICA

Assignment approved as to the lands described below:

Same as Item 2.

Assignment approved effective May 1, 1972

By 
(Authorized Officer)

Chief, Lands & Minerals Operations 5/2/72

402902

(Title) (Date)

NOTE: This form may be reproduced provided that copies are exact reproductions on one sheet of both sides of this official form in accordance with the provisions of 43 CFR 3106

Rec'd 6600-662767

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PART II

ASSIGNEE'S REQUEST FOR APPROVAL OF ASSIGNMENT

A. ASSIGNEE CERTIFIES THAT

1. Assignee is over 21 years of age
2. Assignee is a citizen of the United States
3. Assignee is Individual Municipality Association Corporation
4. Assignee is the sole party in interest in this assignment (*information as to interests of other parties in this assignment must be furnished as proscribed in Specific Instructions*)
5. Filing fee of \$10 is attached (*see Item 2 of General Instructions*)
6. Assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options, or 246,080 chargeable acres in options and leases in the same state, or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

B. ASSIGNEE AGREES to be bound by the terms and provisions of the lease described here, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

C. IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of under-
signed's knowledge and belief and are made in good faith.

Executed this day of , 19

(Assignee's Signature)

(Address, include zip code)

Title 18 U.S.C., Section 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.

GENERAL INSTRUCTIONS

1. *Use of form* - Use only for assignment of record title interest in oil and gas leases. Do not use for assignments of working or royalty interests, operating agreements, or subleases. An assignment of record title may only cover lands in one lease. If more than one assignment is made out of a lease, file a separate instrument of transfer with each assignment.
2. *Filing and number of copies* - File three (3) completed and manually signed copies in appropriate land office. A \$10 nonrefundable filing fee must accompany assignment. File assignment within ninety (90) days after date of final execution.
3. *Effective date of assignment* - Assignment, if approved, takes effect on the first day of the month following the date of filing of all required papers.
4. *Overriding royalties or payments out of production* - Describe in an accompanying statement any overriding royalties or payments out of production created by assignment but not set out therein. If payments out of production are reserved by assignor, outline in detail the amount, method of payment, and other pertinent terms.
5. *Effect of Assignment* - Approval of assignment of a definitely described portion of the leased lands creates separate leases. Assignee, upon approval of assignment, becomes lessee of the Government as to the assigned interest and is responsible for complying with all lease terms and conditions, including timely payment of annual rental and maintenance of any required bond; except in the case of assignment of undivided interests, royalties, and operating agreements.
6. A copy of the executed lease, out of which this assignment is made, should be made available to assignee by assignor.

SPECIFIC INSTRUCTIONS

(Items not specified are self-explanatory)

PART I

Item 1 - Type or print plainly, in ink, between and below heavy dots, the assignee's full name and mailing address, including zip code.

PART II

- A. *Certification of assignee*
 3. If assignee is an association or partnership, assignee must furnish a certified copy of its articles of association or partnership, with a statement that (a) it is authorized to hold oil and gas leases; (b) that the person executing the assignment is authorized to act on behalf of the organization in such matters; and (c) names and addresses of members controlling more than 10% interest.
- If assignee is a corporation, it must submit a statement containing the following information: (a) State in which it was incorporated; (b) that it is authorized to hold oil and gas leases; (c) that officer executing assignment is authorized to act on behalf of the corporation in such matters; and (d) percentage of voting stock and percentage of all stock owned by

aliens or those having addresses outside the United States. If 10 percent or more of the stock of any class is owned or controlled by or on behalf of any one stockholder, a separate showing of his citizenship and holdings must be furnished.

If evidence of qualifications and ownership has previously been furnished as required by the above, reference by serial number of record in which it was filed together with a statement as to any amendments. Qualifications of assignee must be in full compliance with the regulations (43 CFR 3102).

4. *Statement of interests* - Assignee must indicate whether or not he is the sole party in interest in the assignment; if not, assignee must submit, at time assignment is filed, a signed statement giving the names of other interested parties. If there are other parties interested in the assignment, a separate statement must be signed by each and assignee giving the nature and extent of the interest of each, the nature of agreement between them, if oral; and a copy of agreement, if written. All interested parties must furnish evidence of their qualifications to hold such lease interests. Separate statements and written agreements, if any, must be filed no later than fifteen (15) days after filing assignment.

APPLICATION OF ATLANTIC RICHFIELD COMPANY
FOR APPROVAL OF ASSIGNMENT OF LEASE

THE STATE OF TEXAS
COUNTY OF DALLAS

SERIAL NO. N-5225
ATLANTIC NO. NEV-361

The undersigned, being a duly authorized Vice-President of ATLANTIC RICHFIELD COMPANY, a Pennsylvania corporation, authorized to do business in the State of Nevada, herein called "ATLANTIC," hereby makes the following statements:

(a) Heretofore Union Oil Company of California was the record owner of an undivided 100% interest in and to United States of America oil and gas lease bearing Serial No. N-5225 insofar as such lease covers the following described lands in Lincoln County, Nevada to wit:

Township 6 North, Range 66 East, M. D. M.

Section 26: All

Containing 640.00 acres, more or less.

(b) That by Assignment dated February 14, 1972, said record owner conveyed to ATLANTIC an undivided 25% of 100% interest in and to the lease above referred to, insofar as such lease covers the lands above described. Triplicate executed copies of said Assignment are attached hereto, and approval of same is requested.

(c) Said Assignment contains all of the terms and conditions agreed upon by the parties thereto except that the cash consideration stated in the Assignment is not necessarily the actual cash consideration paid. Insofar as the lands included in the Assignment are concerned, ATLANTIC has succeeded to 25% of the original lessee's right, title and interest in said lease subject only to None of an overriding royalty interest in the total amount of None previously created and/or reserved by the assignor. No other overriding royalty or payment out of production has been created against the interest assigned to ATLANTIC.

(d) ATLANTIC is a corporation organized under the laws of the Commonwealth of Pennsylvania and is authorized to hold oil and gas leases in the State of Nevada. The percentage of voting stock, and all stock, of ATLANTIC owned by aliens or those having addresses outside of the United States is less than 5%. There is no stockholder of record owning or controlling more than 10% of the stock, or more than 10% of any class of stock, of ATLANTIC.

(e) The interest of ATLANTIC (including its interest in the attached Assignment) direct and indirect in oil and gas leases, applications and offers therefor, and any options on oil and gas leases, covering public domain or

(B)

acquired lands of the United States of America in any one State (other than Alaska) do not exceed in either category of land 246,080 chargeable acres (of which not more than 200,000 acres are under option) and (in the case of Alaska) do not exceed 300,000 chargeable acres (of which not more than 200,000 acres are under option) in either the Northern or Southern being districts of the State of Alaska.

(f) No other person, firm or corporation owns any interest, whether direct or indirect, in the interest assigned to ATLANTIC by the aforementioned Assignment, and ATLANTIC is the sole owner thereof. Neither the undersigned Vice-President nor any other person, association or corporation has any agreement or understanding (oral or written) by which said officer or any other person, association or corporation has received (or is to receive) any interest (including, but not limited to, royalty interest or interest in any operating agreement) in the interest in the aforesaid lease which is assigned to ATLANTIC by the attached Assignment, and ATLANTIC is the sole owner thereof.

(g) Applicant has filed its nationwide oil and gas lease bond in the amount of \$150,000.00 with the Bureau of Land Management in Washington, D. C.

(h) If the lease has not yet issued, ATLANTIC agrees to be bound by the offer heretofore made by the assignor (or by its predecessor in interest) in the above-mentioned Assignment to the extent that such offer is assigned to ATLANTIC by the attached Assignment.

Dated this 9th day of March, 19 72.

ATLANTIC RICHFIELD COMPANY

By J. C. Frick ^{AK}
T. C. Frick, Vice-President _{AD}

BL:dmp
1-18-71
(B)

Lincoln County

UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office Reno, Nevada
Serial No. N-5225
Date of Lease February 1, 1971

REQUEST FOR APPROVAL OF
ASSIGNMENT AFFECTING RECORD TITLE TO OIL AND GAS LEASE

Tenneco Oil Company, hereinafter sometimes referred to as "Tenneco", does hereby request approval of the above-styled instrument(s) attached hereto, and does hereby certify to the following:

1. That Tenneco is a corporation organized under the laws of the State of Delaware and is authorized to do business in the state in which the lands described in the attached instrument(s) are located.
2. That Tenneco's interests, direct or indirect, in Federal oil and gas leases and applications or offers and including options therefor in the aforesaid state, together with the acreage described in the attached instrument, do not exceed 246,080 chargeable acres in any state other than the State of Alaska and does not exceed in the State of Alaska the limit of 300,000 acres in either the Northern Leasing District or 300,000 acres in the Southern Leasing District.
3. That proof of Tenneco's qualifications to hold Federal oil and gas leases are on file with the Bureau of Land Management in the Eastern States Land Office under file #BLM-066100.
4. That Tenneco agrees that the obligation to pay any overriding royalties or payments out of the production of oil created by the attached instrument which, when added to overriding royalties or payments out of production previously created and to the royalty payable to the United States, aggregate in excess of 17 1/2 percent, shall be suspended when the average production of oil per well per day averaged on the monthly basis is 15 barrels or less.
5. That Tenneco is the sole party in interest as to the interest(s) acquired by Tenneco under the attached instrument(s) unless such interest is shown differently in said instrument(s) or other instrument(s) or statement(s) of interest which may also be hereto attached.
6. That Tenneco agrees to be bound by the terms and provisions of the lease(s) referred to herein, provided that the attached instrument(s) is approved by the signing officer of the Bureau of Land Management.
7. Amount remitted: Filing fee - \$10.00, represented by Tenneco's check or draft numbered _____, which is hereto attached.
8. That the statements made herein are true, complete and correct to the best of the undersigned's knowledge and belief.

EXECUTED this 13th day of March, 19 72.

(SEAL)

TENNECO OIL COMPANY

By: M. F. Carr
M. F. Carr
Assistant Secretary

Address: P. O. Box 2410
Denver, Colorado 80201

402902

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Lincoln County

REQUEST FOR APPROVAL OF ASSIGNMENT
Assignee hereby requests approval of assignment

1a. Is the assignee over 21 years of age and a citizen of the United States? Yes No

b. Is the assignee a corporation or other legal entity? Yes No (If "yes," specify kind)

A Delaware Corporation

c. If a corporation, attach qualifications or if already on file, give serial number of case file. ES BLM 066100 N-2797

2. Is the assignee the sole party in interest in this assignment? Yes No (If "no," information as to interests of other parties in the assignment must be furnished as prescribed in item 3 of the instructions)

3. Is the filing fee of \$10 attached? Yes No

ASSIGNEE CERTIFIES That assignee's interests, direct and indirect, do not exceed 200,000 acres in oil and gas options or 246,080 chargeable acres in options and leases in the same State; or 300,000 chargeable acres in leases and options in each leasing district in Alaska.

Assignee agrees to be bound by the terms and provisions of the lease described herein, provided the assignment is approved by the Authorized Officer of the Bureau of Land Management.

IT IS HEREBY CERTIFIED That the statements made herein are true, complete, and correct to the best of the undersigned's knowledge and belief and are made in good faith.

This form is submitted in lieu of the official form and contains all of the provisions thereof as of the date of filing of this assignment.

Executed this 21 day of April, 1972. SUN OIL COMPANY (DELAWARE)

R. D. Cypher
(Assignee's Signature)

Evidence of Attorney in fact is filed in N-2797 and such authority is still in effect.

R. D. Cypher, Attorney-in-Fact
P. O. Box 2039
Tulsa, Oklahoma 74102

STATEMENT OF INTEREST OF ATTORNEY-IN-FACT
43 CFR 3123.2(d) (1)

I, R. D. Cypher, the Attorney-in-Fact who executed the Request for Approval of Assignment of United States Oil and Gas Lease bearing Serial No. N-5225 on behalf of Sun Oil Company (Delaware), do hereby certify that there is no agreement or understanding between Sun Oil Company (Delaware) and me, or with any other person, association, corporation or other legal entity, either written or oral, by which I or any other person, association or corporation or other legal entity has received or is to receive any interest in said lease, including royalty interest thereunder or interest in any operating agreement affecting same.

Executed this 21 day of April, 1972.

R. D. Cypher

STATE OF Oklahoma

COUNTY OF Tulsa

On April 21, 1972, before me the undersigned, a Notary Public in and for said State, personally appeared R. D. Cypher, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of SUN OIL COMPANY (DELAWARE) and acknowledged to me he subscribed the name of SUN OIL COMPANY (DELAWARE) thereto as principal and his own name as Attorney-in-Fact.

WITNESS my hand and official seal.

My Commission Expires:

Ray L. Smith
Notary Public in and for said State

1214-76

No. 51604

FILED AND RECORDED AT REQUEST OF

SUN OIL CO.

MAY 15 1992

AT 1 MINUTES PAST 9 O'CLOCK

A.M. IN BOOK 4 OF OFFICIAL

RECORDS, PAGE 206-206 LINCOLN

COUNTY, NEVADA.

[Signature]
COUNTY RECORDER

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