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PRODUCERS 88 SPECIAL ROCKY MOUNTAIN FORM 8677
(REV. 7-1-54)

OIL AND GAS MINING LEASE

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This Agreement, Entered into this 28th day of April, 1955, between G. W. Anderson and Ida Lee Anderson, his wife, 500-501 Atlas Building, Salt Lake City 1, Utah,

hereinafter called "Lessor", and General Petroleum Corporation, a Delaware

corporation, 612 S. Flower St., Los Angeles 54, Calif., hereinafter called "Lessee",

WITNESSETH:

That Lessor, for and in consideration of the sum of Dollars (\$), in hand paid and of the covenants and agreements hereinafter contained to be performed by Lessee, has this day granted, demised, leased and let, and hereby grants, demises, leases and lets all of the lands hereinafter described, unto Lessee, together with the sole and exclusive right of prospecting, mining and operating on said lands for and producing oil, gas and other hydrocarbons (including helium), and the injection of water, brine, other fluids or gas into sub-surface strata, and to establish and maintain on said lands such tanks, boilers, houses, engines, power stations, plants, buildings (including those for housing and boarding employees), roads, power, telephone and pipe lines, and other appurtenances necessary or convenient in the production, treatment, storage or transportation of oil, gas, or other hydrocarbons (including helium) from said lands or lands in the vicinity thereof operated by Lessee, said lands being situate in the County of

Sublette, State of Wyoming, and more particularly described as

follows, to-wit:

Township 28 North, Range 114 West, 6th P.M.

Section 13: SW $\frac{1}{4}$ NW $\frac{1}{4}$

Section 14: W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$

containing 160 acres, more or less, it being the purpose and intent of the Lessor herein to lease, and Lessor does hereby lease, all of the lands owned by the said Lessor which adjoin the lands above mentioned or which lie in the section or sections herein specified.

TO HAVE AND TO HOLD said lands, and all rights and privileges granted hereunder, unto Lessee, his/its heirs/successors and assigns, for a term of ten (10) years from the date hereof, and so long thereafter as oil, gas and other hydrocarbons (including helium) or any of them, is produced therefrom and so long thereafter as operations for drilling, deepening or reworking are continuously prosecuted thereon (allowing not more than sixty (60) days from the abandonment of one well to the commencement of operations for the next well) and so long thereafter as either such production or such operations continue.

1. Lessee shall pay as rental and royalty to Lessor in cash the prevailing market price at the well at the time of production the value in its natural state of the equal one-eighth ($\frac{1}{8}$) part of all oil, gas and other hydrocarbons (including helium), produced, saved and marketed from said lands. All royalties shall be payable in money except that as to oil, at Lessee's option it shall have the right, in lieu of paying cash royalty for oil, to deliver Lessor's royalty oil, free of cost to Lessor, into the pipe line to which Lessee may connect its wells for the account and credit of Lessor.

2. If gas only is found on said lands and be not sold or marketed, Lessee shall pay as royalty Fifty Dollars (\$50.00) per annum for each such gas well and while such royalty is so paid such well or wells shall be deemed to be producing wells. Lessee shall have the right to use, free of cost and royalty, oil, gas and other hydrocarbons produced from said lands, for Lessee's operations thereon. Lessee shall have the right to drill for, develop and use free of cost such water on said lands as it may require for its operations thereon. Nothing in this paragraph contained shall require Lessee to sell, market or dispose of gas produced on said lands. Settlement for rental and royalties above provided shall be made on or before the 25th day of each calendar month for all such rentals and royalties accruing during the preceding month.

3. If operations for the drilling of a well for oil or gas be not commenced on said land on or before one year from this date, this lease shall terminate as to both parties unless Lessee, on or before one year from this date, pays or tenders to Lessor, or for Lessor's credit, in the

Bank at

, or its successors, which bank, and its successors, is hereby designated as the depository and agent of Lessor to collect and receipt for all rents and royalties payable hereunder and to settle all accounts in accounting of rents and royalties, and shall continue as such depository and agent regardless of changes of ownership in said lands, or in the oil or gas, or in the rentals and royalties to accrue hereunder, the sum of

One Hundred Sixty and No/100- - - Dollars (\$160.00) as rental for the privilege of deferring the commencement of drilling operations for a period of one year from the aforesaid date. In like manner and upon like payments or tenders the commencement of drilling operations may be further deferred for like periods successively, during the term of this lease. Payment or tender of rental and royalties may be made by depositing a check or draft therefor in the United States mail addressed to Lessor or to the depository and agent of Lessor designated above on or before the date payable. Lessee, however, shall not be liable to Lessor for damages for failure to commence or to drill a well on said land.

4. Should the first well drilled on the above described lands be a dry hole, then, and in that event, if a second well is not commenced on said lands within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the Lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

5. Notwithstanding the death of Lessor, or of any successor in interest of Lessor, the payment or tender of rentals or royalties in the manner provided in this instrument shall be binding upon the heirs, devisees, executors, administrators and assigns of Lessor. No change in ownership of said land or right to receive any rental or royalty hereunder shall be binding upon Lessee until after Lessee has received from Transferee a certified copy thereof, together with certified copies of all instruments showing valid deraignment of title from Lessor. In case any action is brought at law or in equity by Lessor or third parties involving the ownership of said lands, or claims to rentals or royalties accruing hereunder, or claiming title to said lands in hostility to Lessor, then during the pendency of said action until final decision thereof Lessee may discontinue operations on said lands, or if it continues operations on said lands may suspend all payments accruing hereunder, or deposit all payments, including rentals and royalties, under this lease in any national bank in the City of Casper, Wyoming, to the joint account of the Lessor and Lessee. In the event of changes in ownership so as to require more than three separate payments on account of division of rentals and royalties Lessee shall only be obligated to tender and deposit by a single sum said rentals and royalties with the depository and agent above named, or if a depository or agent be not designated by Lessor, Lessee shall have the right to demand of Lessor, and all others claiming a right to rental and royalty payments, the designation of a single depository and agent to whom such rentals and payments are to be made and if the parties fail to designate a depository and agent within fifteen (15) days after receipt of such notice from Lessee, Lessee shall be entitled to deposit by a single sum payment all rentals and royalties in any national bank in the City of Casper, Wyoming, for the account of the parties entitled thereto, and such deposit shall constitute payment of all rentals and royalties due from Lessee, and Lessee shall have no obligation as to the distribution and disposition thereof by said Bank.

6. In the event of discovery of oil in any well on adjacent property within three hundred thirty (330) feet of the boundary lines of said lands covered hereby and the operator of said well on adjacent lands produces said well beyond a thirty-day production test and markets the oil produced therefrom, Lessee agrees, with reasonable diligence, to commence drilling of a well on the said lands covered hereby, subject, however, to the right of Lessee to surrender all or a portion of said lands if Lessee elects not to drill said offset well and thus be relieved of any obligation to so offset said well.

7. Lessee shall have the right at any time before or after discovery of oil and/or gas on the said lands to surrender and quitclaim the said lands, or any part or parts thereof, to the parties entitled thereto, by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the county in which the lands are situate, and thereupon all rights and obligations of the parties hereto, one to the other, shall cease and determine as to the premises so surrendered and quitclaimed. In event of partial surrender or quitclaim, the annual delay rental above mentioned shall be reduced proportionately, and Lessee shall have no obligation whatsoever to offset any well or wells drilled on such tract or tracts so surrendered or quitclaimed.

8. This lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. This lease shall be freely assignable and, in the event it be assigned in whole or in part and Lessee delivers a copy of such assignment to Lessor, Lessee shall be relieved of all obligations under this lease, which may thereafter accrue as to the said lands so assigned, and no default involving any area assigned shall affect Lessee's continued holding of any area retained by Lessee hereunder. In event Lessor shall sell or transfer any part or parts of the said lands or any interest in the oil and/or gas under any part or parts thereof, Lessee's obligations hereunder shall not thereby be altered, increased or enlarged and Lessee may continue to operate the said lands and leasehold estate covered hereby and pay and settle all rents and royalties as an entirety.

9. The obligations of Lessee hereunder shall be suspended while Lessee is prevented from complying therewith in whole or in part by strikes, lockouts, labor disturbances, accidents, action of the elements, war, total or partial failure of or inability to