Paragraph 11 & 12 are crossed out.

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11. Lessee shall pay all taxes on its improvements and on oil in storage on the assessment date for taxes of each year and seven-eighths (7/8) of any mineral rights, production, severance, franchise, or licensing tax or fee imposed by ordinance computed or based upon or measured by the production of oil and/or gas which may be levied, assessed or imposed by the United States, the state in which the said lands are located, or any county, municipal, political or other subdivision thereof. Lessor shall pay the balance of any or all other taxes or assessments, including one-eighth (1/8) of mineral rights or taxes above listed, including also one-eighth (1/8) of taxes on oil in storage if at the time of assessment Lessee is delivering to the credit of Lessor Lessor's royalty share of oil. All oil containing more than three per cent (3%) of water, emulsion and basic sediment, may be treated or dehydrated at Lessee's option to render said oil merchantable, and as agreed compensation for treating or dehydrating such oil, Lessor shall be charged at the rate of five (5) cents per barrel on Lessor's royalty oil, which Lessee may currently deduct from any monthly payments or settlements due Lessor.

12. Lessor hereby warrants and agrees to defend the title to said lands herein described. Lessee, at its option, may pay and discharge any liens such as but not limited to taxes, mortgages, and encumbrances which may now or hereafter attach to said lands, in which event Lessee shall be subrogated to the rights of the holder or holders thereof and may, in addition thereto, at its option, reimburse itself by applying to the amounts owing to Lessee by such subrogation any royalties, rentals or other sums accruing hereunder.

13. In case Lessor owns a less interest in the above described lands than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the said Lessor only in the proportion which his interest bears to the whole and undivided fee.

14. Upon Lessor's consent first had and obtained, Lessee is authorized to enter into cooperative or unit development contracts or plans with owners, operators and other lessees of oil and gas lands in the area, field or pool embracing all or part of the lands covered hereby, and Lessee is authorized to subject all or any part of the said lands of Lessor to one or more of such cooperative or unit development contracts or plans. Lessee's obligation under this lease shall be fully satisfied by operations conducted on any lands covered by said contracts or plans.

15. Lessee, if requested by Lessor, shall bury all pipe lines on cultivated portion of said lands below plow depth and shall not drill, without consent of Lessor, any well nearer than two hundred (200) feet from the main house or barn now on said lands.

16. Lessee shall have the right at any time to remove all machinery and fixtures, either heretofore or hereafter placed on said premises, whether or not affixed to the land, including the right to remove casing.

17. All obligations of Lessee under this lease are expressly set out and no obligations are to be implied other than or in addition to those expressed.

18. Lessee agrees to pay all reasonable damages directly occasioned by its operations to crops and hay on said lands.

19. Lessor hereby releases and waives all rights of homestead, curtesy or dower and other exemption laws of the state in which the said lands are situate. Lessor expressly acknowledges and declares that the payment received by Lessor for this lease at the time of execution thereof is a good, valid and substantial consideration and sufficient in all respects to support each and every covenant contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first hereinabove written.

G W Anderson

Ida Lee Anderson

Witness

Witness

	INITIALS	DATE
AUTHORIZED BY	5/16/55	
APPROVED AS TO FORM FOR LAW DEPT.		
DESCRIPTION CHECKED		5/17/55

Lessor

GENERAL PETROLEUM CORPORATION

By

By

Lessee

STATE OF Utah
COUNTY OF Salt Lake } ss.

On this 11th day of May, 1955, before me, Beverly Leonard, a Notary Public in and for said county, said state, personally appeared G W Anderson and Ida Lee Anderson husband and wife to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed and delivered the same as their free act and deed for the uses specified therein (including the release and waiver of the right of homestead, the said wife having been by me fully appraised of her right and the effect of signing and acknowledging the said instrument.)

WITNESS my hand and official seal this 11th day of May, 1955

My commission expires: 1955

Beverly Leonard

Notary Public

Residing at Salt Lake City Utah

52963

OIL AND GAS LEASE

FROM

TO

State of } ss.
County of

I hereby certify that this instrument was filed for record on the day of A. D. 19 at o'clock M., and duly recorded in Book, Page of the records of said County.

County Clerk.

Deputy.

When recorded return to

After Recording Return to
GENERAL PETROLEUM CORPORATION
612 SO. FLOWER STREET
LOS ANGELES 54, CALIFORNIA
Attention: Land Department

RECORDED May 26 1955 A.D. at 11:00 A.M. in BOOK 503 PAGE 505 of Mortgages
IN BOOK 11 OF MORTGAGES PAGE 505 COUNTY CLERK
FEES $ 2.00 PINEDALE, SUBLETTE COUNTY, WYOMING
Date