

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

11. Lessors hereby release and waive all rights of homestead.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Executed on the 27th day of August, 1955.

WITNESSES:

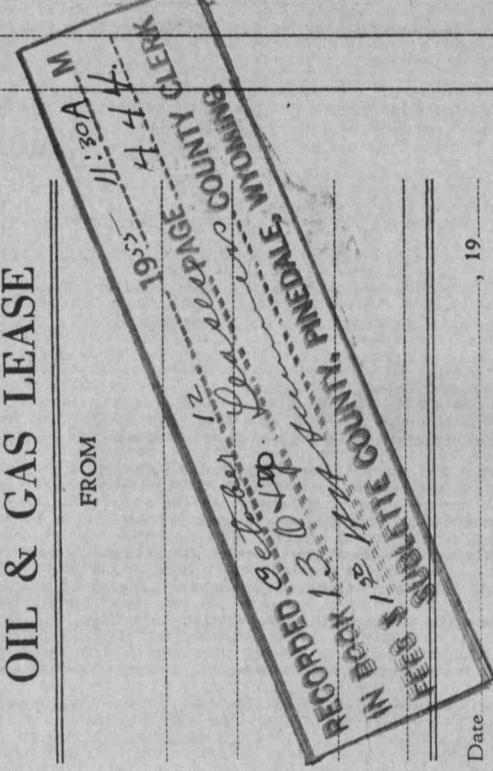
Hester Smithey
HESTER SMITHY, AS EXECUTRIX UNDER THE

WILL OF BESS BENSON, DECEASED.

No. 54394

OIL & GAS LEASE

FROM



Date	19	Range	
Section		County	Utah.
No. of Acres		Term	
STATE OF Utah,		} ss.	
County of		}	

This instrument was filed for record on the
day of 19
at o'clock M., and duly recorded
in book Page of the
records of this office.

County Clerk—Register of Deeds.
By Deputy.
Record and Mail to:

THE STATE OF WYOMING
County of FREMONT } ss.

WYOMING INDIVIDUAL

On this 27th day of AUGUST, 1955, before me, a Notary Public
in and for said county, said state, personally appeared HESTER SMITHY, AS EXECUTRIX UNDER THE
WILL OF BESS BENSON, DECEASED
to me known to be the person described in and who executed the foregoing instrument, and acknowledged that SHE
executed and delivered the same as HER 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 apprised of her right and the effect
of signing and acknowledging the said instrument). AND IN THE CAPACITY HEREIN STATED.

WITNESS my hand and NOTARIAL

seal this 27th day of AUGUST, 1955.

My commission expires:

Apr 1, 1958

E. L. Newton

Notary Public.

STATE OF UTAH } ss. UTAH CORPORATION
COUNTY OF :
On the day of

, A. D. 19 , personally appeared before me

who, being by me duly sworn, did say that he is the president of
and that said instrument was
signed in behalf of said corporation by authority of its by-laws, and said

acknowledged to me that said corporation executed the same.

My commission expires:

Notary Public