

BOOK 178 PAGE 451

RECORDER'S NO. 94952G RECORDED NOV 12 1963
 FEE \$ 7.20 TIME 10:05 AM BOOK 178 PAGE 451
 MARGARET R. EVANS - BOX ELDER COUNTY RECORDER. *Margaret Evans*

AMENDMENT TO OIL AND GAS LEASE TO INCLUDE POOLING CLAUSE

THIS AGREEMENT made and entered into this 6th day of November, 1963, by and between HERSCHEL BULLEN, JR., HERSHEL KEITH BULLEN, HELEN BULLEN, REED BULLEN, THURLOW H. BULLEN, EVA L. BULLEN, KATHRYN B. BULLEN, AND VIRGINIA P. BULLEN, hereinafter collectively called "First Parties", and GULF OIL CORPORATION, a Pennsylvania corporation, hereinafter called "Second Party",

WITNESSETH:

WHEREAS, on June 7, 1963, Herschel Bullen, Jr. executed and delivered to Second Party that certain oil and gas lease recorded in Book 175, Page 505, in the Office of the Recorder of Box Elder, County, Utah, covering the following described lands situate in such county and state, to wit:

"Township 8 North, Range 7 West, S. L. M.
Section 9: Lots 4, 5, SW/4 NW/4

Township 9 North, Range 8 West, S. L. M.
Section 13: All
Section 23: Lots 1, 2, NW/4 NW/4, E/2 W/2, E/2

and containing 1,301.29 acres, more or less;

said lands being more fully described in the lease, reference to which and to the record thereof being here made for all purposes; and

WHEREAS, First Parties other than the said Herschel Bullen, Jr. adopted and ratified the above described oil and gas lease by instrument dated October 31, 1963, recorded in Book 178, Page 412, in the Office of the Recorder of Box Elder County, Utah; and

WHEREAS, Second Party remains the owner of the said oil and gas lease and has requested First Parties to amend the lease as hereinafter provided in order to encourage Second Party to develop the leased lands for purposes of producing oil and gas.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations in hand paid to First Parties by Second Party, the receipt of which are hereby acknowledged in full, and in order to encourage Second Party to develop the above described lands for purposes of producing oil and gas, the parties hereto agree that the above described oil and gas lease dated June 7, 1963, is hereby amended by the addition thereto of the following paragraph, such paragraph to be limited, however, in its application and effect to that portion of the leased lands lying within Section 9, Township 8 North, Range 7 West, S. L. M., Box Elder County, Utah, to wit:

Lessee is hereby granted the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with other land, lease or leases in the vicinity thereof at any time and from time to time, whether before or after production, when in Lessee's judgment it is necessary or advisable to do so for the prevention of waste and the conservation and greatest ultimate recovery of oil or gas. Such pooling shall be into a unit or units not exceeding in area the acreage prescribed or required in any Federal or State law, order, rule or regulation for the drilling or operation of one well, or for obtaining the maximum allowable production from one well, or 40 acres each for the production of oil, or 640 acres each for the production of gas, whichever is the larger, plus a tolerance over the maximum area of 40 acres for the production of oil or 640 acres for the production of gas to include additional acreage in any irregular governmental subdivision or lot or portion thereof. Such pooling shall be effected by Lessee's executing and filing in the office where this lease is recorded an instrument identifying and describing the pooled acreage. The production of pooled substances and development and operation on any portion of a unit so pooled, including the commencement, drilling, completion and operation of a well thereon, shall be considered and construed, and shall have the same effect, except for the payment of royalty, as production, development and operation on the leased premises under the terms of this lease. The royalties herein provided shall accrue and be paid to Lessor on pooled substances produced from any unit in the proportion, but only in the proportion, that Lessor's acreage interest in the land covered hereby and placed in the unit bears to the total acreage in the land placed in such unit.

It is further agreed that the above described oil and gas lease, as amended by this agreement, shall in all other respects remain in full force and effect as written and the same is hereby adopted, ratified and confirmed unto Gulf Oil Corporation, its successors and assigns. This instrument shall be binding upon the undersigned, jointly and severally, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed the day and year first above written.

FIRST PARTIES:

(a widower)

Eva L. Bullen
Eva L. Bullen

(unmarried)

Kathryn B. Bullen
Kathryn B. Bullen

Virginia P. Bullen
Virginia P. Bullen

Herschel Bullen, Jr.
Herschel Bullen, Jr.

Herschel Keith Bullen
Herschel Keith Bullen

Helen Bullen
Helen Bullen

Reed Bullen
Reed Bullen

Thurlow H. Bullen
Thurlow H. Bullen



SECOND PARTY:

GULF OIL CORPORATION



By Paul A. Rahe
PAUL A. RAHE Attorney in Fact

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STATE OF Utah)
) ss.
COUNTY OF Cache)

On the 6th day of November, 1963, personally appeared before me Herschel Bullen, Jr., Helen Bullen, Reed Bullen and Kathryn B. Bullen, the signer(s) of the above instrument, who duly acknowledged to me that they executed the same.

WITNESS my hand and official seal the day and year above written.

Robert H. Blake
Notary Public
NOTARY PUBLIC
Residing at Logan, Utah
My Commission Expires June 4, 1965

My commission expires:

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

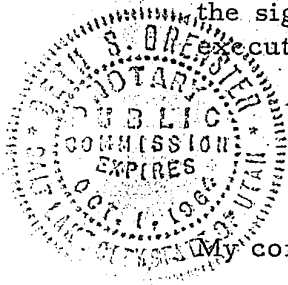
On the 7th day of November, 1963, personally appeared before me HERSCHEL KEITH BULLEN, EVA L. BULLEN, THURLOW H. BULLEN, and VIRGINIA P. BULLEN, the signer(s) of the above instrument, who duly acknowledged to me that they executed the same.

WITNESS my hand and official seal the day and year above written.

Beth S. Brewster
Notary Public

My commission expires:

October 1, 1964



STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

On the 8th day of November, 1963, personally appeared before me PAUL A. RAHE, who, being by me duly sworn did say that he is the Attorney in Fact of GULF OIL CORPORATION, and that said instrument was signed in behalf of said grantor by authority, and said PAUL A. RAHE acknowledged to me that he as such Attorney in Fact executed the same.

WITNESS my hand and official seal the day and year above written.



My commission expires:
October 11, 1964

Clifford E. Young
Notary Public
Clifford E. Young

Indep ✓ ✓

Abst in Book 4 Sec pages 36-38 ✓
10 Sec page 417 ✓