

In consideration of the execution by Lessor of that certain Lease and Agreement dated September 20 1971, Lessee does hereby agree as follows:

Notwithstanding any provision to the contrary in the above-mentioned Lease and Agreement, Lessee shall pay to Lessor only under the circumstances set forth below the following sums as damages to any growing crops as of the date of damage to said crops:

A. In the event Lessee enters upon the lands of Lessor and drills a well which is not productive and which well is plugged and abandoned by Lessee, Lessee shall restore the lands occupied by it as nearly as is reasonably possible to their condition prior to entry by Lessee. In addition Lessee shall pay Lessor the sum of \$200 per acre for each acre actually used and occupied by Lessee in its operations under said Lease and Agreement excluding, however, any existing roads or lands on which no crops are being cultivated.

B. In the event Lessee enters upon the lands of Lessor and drills and completes a well thereon which well is shut-in, Lessee shall pay Lessor the actual cash value of any crop destroyed by Lessee in drilling, completing and shutting in said well. In addition, Lessee shall pay as damages the sum of \$50 per well per year for each well completed and shut in on Lessor's property. The first such payment shall be made on or before the expiration of one year from the date each well is shut in and a like payment on or before the anniversary date of shutting in each well each year thereafter until the well is being produced, at which time all obligation to make such payments shall terminate. The payment as to each well shall authorize Lessee's use, without further payment of any kind except shut-in royalties, of an area of 100 feet by 200 feet around each well and the use of all roads necessary to Lessee's operations.

IN WITNESS WHEREOF, this agreement is executed this 20th day of September, 1971.

STATE OF OREGON, }
County of Klamath } ss.

Filed for record at request of:
Klamath Co. Title Co.

on this 8 day of Nov A. D., 1971
at 3:18 o'clock P M. and duly
recorded in Vol. M-71 of deeds
Page 11657

WM. D. MILNE, County Clerk

By [Signature] Deputy.
Fee 4.50

Roy F. Beasley - Roy F. Beasley
Roy Beasley
Roy F. Beasley aka Roy F. Beasley
aka Roy Beasley

Leona L. Beasley - Leona L. Beasley
Leona L. Beasley
Leona L. Beasley aka Leona L. Beasley

GULF OIL CORPORATION

By _____
ITS ATTORNEY IN FACT