

Should the first well drilled on the above described lands be a dry hole, the and in that event, if a second well is not completed 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 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 of the rental period.

If said lessors own 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 lessors only in the proportion which their interest bears to the whole undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon; except water from the wells of lessor.

When requested by lessor, lessee shall bury all pipe lines below plow depth.

No well shall be drilled near than 200 feet to the house or barn now on said premises without the written consent of lessor.

Lessee shall pay for damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

In case oil or gas is found in paying quantities the lessee shall keep correct books of account showing the production of each well and the disposition of the proceeds thereof, which books shall be open to the inspection of the lessors or their agents during the business hours at all reasonable times.

It is hereby understood and agreed that all taxes on lands herein described or in improvements made hereunder or on any land values created by reason of the development hereunder, by reason of the discovery of oil thereon, shall be paid by said lessee. This provisions applies only in the event of a discovery of oil thereon.

If the estate of either party hereto is assigned--and the privilege of assigning in whole or in part is expressly allowed--the covenants hereof shall extend to the assigns and successive assigns, but no change in the ownership of the lands or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof.

IN WITNESS WHEREOF, the said lessors have hereunto set their hands and seals, and said lessees have caused these presents to be executed by their duly authorized officers, the day and year first above written.

Witness:

H. R. Christmas

Frank R. McGinnis (SEAL)

Isabella K. McGinnis (SEAL)

Wyoming, LaBarge and Dry Piney Oil Company,

Witness:

Ruth Bergquist

By D. O. Willey, Jr., President

The State of Wyoming, )

:SS.

County of Lincoln. )

On this fourth day of December, 1924, before me personally appeared Frank R. McGinnis and Isabelle K. McGinnis, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead in the oil lying beneath the surface of said demised lands, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

My commission expires January 6th, 1925.

(SEAL)

H. R. Christmas

Notary Public.

The State of Utah, )

:SS.

County of Salt Lake. )

On this 15th day of December, 1924, before me appeared D. O. Willey, Jr. to me known, who, being by me duly sworn did say that he is the President of the Wyoming, LaBarge and Dry Piney Oil Company, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said D. O. Willey, Jr. acknowledged said instrument to be the free act and deed of said corporation.

My commission expires Jan. 9, 1928.

(CORPORATE SEAL)

F. L. Spalding

Notary Public.

Residing at Salt Lake City, Ut.

(SEAL)