

position. If the lessor, or another lessee, shall not, within six months, elect to purchase all or any part of such materials, tools, machinery, appliances, structures, and equipment, the lessee shall have the right at any time, within ninety days, to remove from the premises all the materials, tools, machinery, appliances, structures, and equipment which the lessor shall not have elected to purchase, save and except casing in wells and other equipment or apparatus necessary for the preservation of the well or wells.

Sec. 6. Judicial proceedings in case of default. If the lessee shall fail to comply with the provisions of the act, or make default in the performance or observance of any of the terms, covenants, and stipulations hereof, or of the general regulations promulgated and in force at the date hereof, and such default shall continue after service of written notice thereof by the lessor, then the lessor may institute appropriate judicial proceedings for the forfeiture and cancellation of this lease in accordance with the provisions of section 31 of said act; but this provision shall not be construed to prevent the exercise by the lessor of any legal or equitable remedy which the lessor might otherwise have. A waiver of any particular cause of forfeiture shall not prevent the cancellation and forfeiture of this lease for any other cause of forfeiture, or for the same cause occurring at any other time.

Sec. 7. Heirs and successors in interest. It is further covenanted and agreed that each obligation hereunder shall extend to and be binding upon, and every benefit hereof shall inure to, the heirs, executors, administrators, successors of, or assigns of the respective parties hereto.

Sec. 8. Unlawful interest. It is also further agreed that no Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment, or either before or after he has qualified, and during his continuance in office, and that no officer, agent, or employee of the Department of the Interior, shall be admitted to any share in this lease or derive any benefit that may arise therefrom; and the provisions of section 3741 of the Revised Statutes of the United States, and sections 114, 115, and 116 of the Codification of the Penal Laws of the United States approved March 4, 1919 (35 Stat., 1109), relating to contracts, enter into and form a part of this lease so far as the same may be applicable.

THE UNITED STATES OF AMERICA,

In Witness Whereof

By E. C. Finney
First Assistant Secretary of the Interior.

Witnesses to signature of Officers
of LaBarge Oil Company.

By A. D. Hoskins
President.

Ivan S. Jones
A. S. Wilde

Attest E. L. Smith

Secretary.

(CORPORATE SEAL)

No. 3220

OIL AND GAS LEASE

United States

STATE OF WYOMING,)

To
LaBarge Oil Company

COUNTY OF SUBLETTE) SS. Filed for record in my
A. D. 1926 at 9:00 o'clock A. M., and duly recorded in
Book 1 of Mscs., page 539.

Fees, \$4.45

J. P. Fuller

County Clerk.

DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE
Serial Evanston 07674 (b)
Lease of Oil and Gas Lands Under the Act of February 25, 1920
(Sec. 14)

THIS INDENTURE OF LEASE, entered into, in triplicate, as of the 2nd day of April, 1926, by and between the UNITED STATES OF AMERICA, party of the first part, hereinafter called the lessor, acting in this behalf by the Secretary of the Interior, and the LABARGE OIL COMPANY, a corporation organized under the laws of the State of Wyoming, with office at Kemmerer, Wyoming, party of the second part, hereinafter called the lessee, under, pursuant, and subject to the terms and provisions of the Act of Congress approved February 25, 1920 (Public No. 146) entitled "An Act to Promote the Mining of Coal, Phosphate, Oil, Oil Shale, Gas, and Sodium on the Public Domain," hereinafter referred to as the act, which is made a part hereof, Witnesseth:

Sec. 1. Purposes. That the lessor in consideration of rents and royalties to be paid, and the covenants to be observed as herein set forth, does hereby grant and lease to the lessee the exclusive right and privilege to drill for, mine, extract, remove, and dispose of all the oil and gas deposits in or under the following described tract of land situated in the State of Wyoming, and more particularly described as follows:

W $\frac{1}{2}$ NW $\frac{1}{4}$ and S $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 34, T. 27 N., R. 113 W., 6th P. M., Wyoming, containing 160 acres,

together with the right to construct and maintain thereupon all works, buildings, plants, waterways, roads, telegraph or telephone lines, pipe lines, reservoirs, tanks, pumping