

SOLD FOR one hundred and no/100 (\$100.00) DOLLARS (\$100.00) and to include all improvements now on said property and such other improvements as may hereafter be placed on said premises, the latter to be held as additional security in case of failure to fulfill the covenants of this contract.

And the party of the second part does hereby, for himself and his heirs, executors, administrators and assigns, covenant, promise and agree to and with the said party of the first part, his heirs, executors, administrators and assigns, to pay the balance of the consideration price for said premises, and all taxes and assessments when due, as follows, to-wit:

\$50.00 on or before 9/15/46; \$50.00 on or before 3/15/47; interest from 3/15/44 at 6% to be paid semi-annually.

Payable at the office of John W. Brazill with interest at the rate of 6 per cent per annum from date. Interest payable semi-annual. If principal or interest is not paid when due, the same to draw 6 per cent interest per annum from maturity until paid.

PROVIDED ALWAYS, and these presents are upon the express condition, that in case of failure of said party of the second part, his heirs, executors, administrators or assigns, to perform all or either of the covenants and promises on their part to be performed, then said party of the first part, his heirs, executors, administrators or assigns, shall have the right to declare this contract void, and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon this contract up to the day of declaring it void, as rent for use and occupation of said premises; to hold and retain all moneys paid on this contract by said party of the second part, as liquidated damages, and to take immediate possession of the premises; to regard the person or persons in possession on such termination of the contract as tenant or tenants holding over without permission; and to recover all damages sustained by holding over without permission, or by reason of any waste or damage committed or suffered on said premises.

The party of the second part agrees to keep the buildings on said premises insured in a sum not less than Dollars, in favor of and payable to party of the first part, as his interests may appear.

This contract issued in duplicate and not transferable without permission in writing of first party first had and obtained.

John W. Brazill

Charles Swanson

In presence of

Faren C. Falter

STATE OF Wyoming)
ss:
County of Sublette)

On this 17th day of March 1944, before me personally appeared John W. Brazill, a single man, party of the first part, and Charles Swanson, party of the second part to me personally 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, the said wife having been by me fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Official seal, this 17th day of March, A. D. 1944.

My Term Expires
January 6th, 1947

Faren C. Falter, County Clerk,
Sublette County, Wyoming

(COUNTY CLERK SEAL)

No. 31644

OPERATING AGREEMENT

Luna C. Wootton

THE STATE OF WYOMING)

ss.

To

County of Sublette)

This instrument was filed for record in my office at 11:00 o'clock A.M. on the 25th day of March A.D. 1944 and duly recorded in Book 9 of Miscellaneous on Page 216.

Faren C. Falter, County Clerk.

Big Piney Oil and Refining Co.

Fees, \$2.50

THIS AGREEMENT, made this 17th day of February 1944, by and between LUNA C. WOOTTON of Salt Lake City, Utah, hereinafter referred to as "Lessee", and BIG PINEY OIL AND REFINING CO., hereinafter referred to as "Operator",

W I T N E S S E T H : WHEREAS, "Lessee" is the lessee of an oil and gas lease under the act of February 25, 1920 (41 Stat. 437) as amended, and designated as Evanston Serial No. 010572 for the following described lands, to-wit:

The NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 3; and the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2, Township 29 North, Range 113 W, 6th P.M. Wyoming.

Said lease is held by Lessee through assignment from the original lessee, Melba Chipman Eldredge, subject to consent of the United States as Lessor, and

WHEREAS, the Lessee desires the Operator to go into possession and to explore the oil and gas resources of said lands and to develop said oil and/or gas resources, should a discovery thereof be made, and the Operator is willing so to do, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, and of the mutual covenants of the parties hereto and of the sum of One (\$1.00) Dollar paid to the Lessee by the Operator, the receipt of which is hereby acknowledged, and for other good and valuable considerations, IT IS AGREED:

1. That all sands and horizons, all the substances, and all the royalties in and to the above described land shall be and are hereby made fully the subject of all the terms and conditions of this agreement.