

5. It is expressly understood and agreed by and between the lessor and lessee that all improvements, including buildings, heretofore or hereafter placed upon said premises by the lessee, shall remain the property of the lessee, his heirs, executors, administrators, and assigns, and shall not attach to, or become a part of the realty.

6. It is further agreed by and between the lessor and lessee that at the expiration of the term of this Lease, the lessor shall have the right and option to purchase the buildings and improvements built and constructed by the lessee upon said premises at a price to be ascertained by three (3) disinterested appraisers, and it is further agreed that if the said lessor fails and refuses to exercise said option to purchase, said lessee shall then have the right and option to purchase the land and premises hereby leased, the purchase price to be ascertained by three (3) disinterested appraisers. In either case and for the purpose of exercising either option by said lessor or lessee, the parties hereto shall each select an appraiser and the two appraisers selected by them shall select a third appraiser, and the value fixed by said appraisers shall be final; that said appraisers selected by the parties hereto as herein provided, shall, within three (3) days after their selection, determine either the value of the real property or the value of the buildings and improvements under said options. The lessor shall, at least thirty (30) days prior to the expiration of this Lease, notify the lessee in writing of her desire to exercise said option, and if the lessor fails to do so, then the lessee shall notify the lessor at least ten (10) days prior to the expiration of this Lease, in writing, of his desire to exercise said option. These options shall be binding upon the lessor and lessee, their heirs, executors, administrators, assigns and grantees. In case the lessor exercises said option, the lessee hereby agrees to sell and deliver to the lessor all of the buildings and improvements located upon said lands, and in case the lessee exercises said option, said lessor hereby agrees to sell, grant and convey to said lessee the real property herein described.

7. It is further agreed by and between the lessor and the lessee that the lessor shall pay all general and special taxes levied and assessed against the real property hereby leased, and the lessee shall pay all general and special taxes assessed and levied against the buildings and improvements built and constructed by him upon said real property of the lessor. Should the lessor fail and refuse to pay said taxes on said real property, the lessee shall have the right to pay the same and deduct the amount paid from any rentals due and owing. Should the lessor and lessee herein named fail and neglect to exercise the option to purchase, as above set forth, it is understood and agreed by and between the parties hereto that, in consideration of the covenants herein contained and for other good and valuable consideration, the said lessee, his heirs, executors, administrators or assigns, shall have the exclusive right, privilege and option to lease the real property herein described for an additional period of five (5) years from the expiration of the term of this lease, at the same yearly or monthly rental as herein provided. In such case, the lessor agrees to make, execute and deliver a Lease to the lessee containing the same covenants as is herein contained. This option shall be binding upon the heirs, executors, administrators, assigns and grantees of said lessor and lessee.

8. The lessee covenants and agrees with the lessor that he has received said demised premises in good order and condition and at the expiration of the time mentioned in the Lease, he will yield up said premises to the lessor in as good order and condition as when they were entered upon by the lessee; provided that if neither party exercises the option to purchase, as above provided, the lessee shall have the right to remove all buildings and improvements from the real property herein described.

9. It is further agreed by and between the lessor and lessee that the lessee shall have the right to underlet said premises or any part thereof, or assign this Lease without the written consent of the lessor had and obtained thereto; provided, however, that said lessee shall remain liable for all rentals which may be due or become due under this Lease.

10. It is expressly understood and agreed by and between the lessor and the lessee that if the rent aforementioned, or any part thereof, shall be unpaid on the date of payment whereon the same ought to be paid, as aforesaid, or if default shall be made in any of the covenants and agreements herein contained to be kept by the lessee, it shall and may be lawful for the lessor, at his election, to declare said term ended, and, either with or without process or law, re-enter said premises or any part thereof.

11. The lessee covenants and agrees to immediately and peaceably surrender and deliver up the aforesaid premises to the lessor upon the expiration of the term of this lease, or upon the termination of said term at the election of the lessor, as aforesaid, or upon the termination of said term in any other manner.

12. The lessee further covenants and agrees with the lessor that if he shall remain in possession of said premises thirty days after termination of this lease in any of the above-named ways, he shall be deemed guilty of forcible detainer of the premises under the statute, and that he shall be subject to the conditions and provisions above-named, and to eviction, and removal, forcible or otherwise, with or without process of law.

Executed, acknowledged, and delivered by the lessor and lessee.

In the presence of:

H. H. Summers

The State of Wyoming,)
) ss.
County of Sublette)

Mrs. A. G. Fardy
Lessor

Lyman Fearn
Lessee

On this 30 day of June, 1947, before me personally appeared Mrs. A. G. Fardy, and Lyman Fearn 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.

H. H. Summers, County Clerk.

MY TERM EXPIRES JANUARY 1, 1951

(COUNTY CLERK SEAL)

No. 35682

ASSIGNMENT OF INTEREST

Raymond Salmon

THE STATE OF WYOMING)
) ss.
County of Sublette)

This instrument was filed for record in my office at 2:00 o'clock P. M. on the 16th day of July A. D. 1947 and duly recorded in Book 10 of Miscellaneous, on Page 210.

To

Carl Taylor

H. H. Summers, County Clerk.

Fees, \$1.50

ASSIGNMENT OF INTEREST

KNOW ALL MEN BY THESE PRESENTS, that Raymond Salmon of Kemmerer, Wyoming, for the consideration hereinafter