

27. Upon the written request of the Lessor, the Lessee agrees to lay all pipe lines which he constructs through cultivated fields below plow depth, and upon similar request agrees to fence all sumps dug on said land.

28. The Lessee shall have the right to remove from time to time from said land all machinery, rigs, piping, casing, pumping stations and other property and improvements belonging to or furnished by the Lessee, provided that such removal shall be completed within a reasonable time after the termination of this lease.

29. The Lessee agrees upon the surrender or termination hereof to remove all personal property and structures installed by him on said land and to fill all sump holes and excavations made by him.

30. All notices hereunder shall be served by the Lessor upon the Lessee at the address of the Lessee herein set forth, or at such other address or addresses within the State of Wyoming as the Lessee, his heirs, executors, administrators or assigns may from time to time designate by written notice given to the Lessor.

31. If the Lessee shall fail, for a period of ninety (90) days after written notice given to him at 1010 Pershing Square Building, Los Angeles, California, by the Lessor, to comply with any provision of this lease, the Lessor may terminate this lease; provided, that no default in the performance of any of the conditions of provisions hereof as to any well or wells or any parcel of forty (40) acres surrounding the same, as hereinbefore provided, shall affect the right of the Lessee or his assigns to continue his or their possession or operation of any other well or wells situated on any other such parcel of forty (40) acres, or to use rights-of-way necessary for his or their operations.

32. If at any time during the term of this lease more than one person, firm or corporation shall be or become interested in the estate of the Lessor hereunder, all such interested parties shall be represented by a single agent, and the Lessor hereby appoints Charles P. Budd, whose address is, Big Piney, Wyoming, as such agent with full power in the name and on behalf of the Lessor, and his successors in interest, and of each and every one of them, to examine said land, to grant all consents required from the Lessor, to give all notices required to be given by the Lessor to the Lessee, and to receive all notices required to be given to the Lessor by or under this lease; to inspect all books and records of the Lessee which, the Lessor may be entitled to inspect, as provided in this Lease, to receive and receipt for all royalties deliverable in kind, and all statements of production of oil on said land; to settle all accounts and other matters pertaining to the delivery or disposition of such royalty, with like power and authority to elect whether such royalty shall be received in kind, or shall be sold to the Lessee as hereinabove provided. Should the agent elect to sell said royalty to the Lessee, said agent shall have full power and authority, in the name and on behalf of the Lessor, and his successors in interest, and of each and every one of them, to contract to sell all of such royalty, as hereinbefore provided.

33. The power and authority of such agent shall continue until the owners and holders of at least two-thirds (2/3rds) of the acreage included in this lease shall, in writing, elect another such agent and shall notify the Lessee in writing at 1010 Pershing Square Building, Los Angeles, California, of the name and address of such new agent.

34. The delivery of any and all royalty in kind by the Lessee to said agent, or to anyone designated by him in writing, and the transaction of any business by the Lessee with said agent, which business said agent may be authorized to transact hereunder, shall be a full acquittance and discharge of the Lessee of and from any and all liability to the Lessor, and to the heirs, executors, and administrators, successors and assigns of the Lessor, and each of them, for or on account of any such royalty or such business, and the Lessee shall not be accountable or responsible for the disposition of said royalty, or of the proceeds thereof, after the same has been delivered by the Lessee to said agent as herein provided.

35. The Lessee shall not be required to recognize or act upon any orders, directions or requirements of the Lessor, and his successors in interest, in any matter or thing concerning which said agent is authorized to act.

36. All royalties and rents payable in money hereunder shall be paid to the Lessor by the Lessee mailing or delivering a check therefor to the Lessor at Big Piney, Wyoming, or the Lessee may, at his option as herein provided, pay any or all royalties and rents payable in money hereunder to The State Bank of Big Piney at Big Piney, Wyoming, its successors and assigns, herein designated by the Lessor as depository, hereby granting to said depository full power and authority on behalf of the Lessor and on behalf of the heirs, executors, administrators, successors and assigns of the Lessor, and each of them, to collect and receipt for all sums of money due and payable from the Lessee to the Lessor hereunder, and to settle all accounts and accounting of rents and royalties payable in money hereunder. No change in the ownership of the land or minerals covered by this lease and no assignment of rents or royalties shall be binding upon the depository until it has been furnished with written evidence thereof satisfactory to it.

37. Said depository above named shall continue to act as such until the owners and holders of at least two-thirds (2/3rds) of the acreage covered by this lease shall in writing designate a different depository and notify the Lessee in writing at 1010 Pershing Square Building, Los Angeles, California, of the name and address of such new depository.

38. The payment of any and all rents and royalties by the Lessee to the depository designated herein or to any other depository hereafter designated by said Lessor, as aforesaid, shall be a full acquittance and discharge of the Lessee of and from any and all liability to the Lessor, and to the heirs, executors, administrators, successors and assigns of the Lessor, and each of them, for any part of such rents or royalties, and the Lessee will not be responsible at any time for the disposition or disbursement by any such depository of all or any part of any moneys received by it hereunder.

39. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied or assessed on or against the above described lands, and in the event it exercised such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge