

been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.

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

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

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

If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if well had been completed within the term of years herein first mentioned.

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 their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land 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; and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payments of said rentals.

Lessor hereby warrants and agrees to defend the title to the lands herein described and agrees that the lessee shall have the right at any time to redeem for lessor by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

GMF
JCC
MPC
CEB

By the execution of this instrument lessors and lessee hereby supersede that certain oil and gas lease, between the same parties, dated the 17th day of July, 1937 and recorded in Book 1 of Oil and Gas Leases at page 96 of the records of the County Clerk of the County and State aforesaid, insofar, but insofar only, as the same relates to the lands herein described; it being the intention of the parties hereto that otherwise the oil and gas lease last aforesaid shall remain in full force and effect.

And the said lessors hereby expressly waive and release all rights of homestead.

	THE CALIFORNIA COMPANY,	(SEAL)
Witness: <u>S. S. Hunn</u>	By <u>C. E. Bultmann</u> , Contract Agent.	(SEAL)
(CORPORATE SEAL)	By <u>G. M. Foster</u> Assistant Secretary	(SEAL)
Whereof witness our hands as of	<u>J. Chauncey Clark</u>	(SEAL)
the day and year first above	<u>Mary P. Clark</u>	(SEAL)
written.		

Witness: Faren C. Faler
Faren C. Faler

STATE OF CALIFORNIA,)
)SS.
City and County of San Francisco)

On this 17th day of February, 1939, before me Frank L. Owen, a Notary Public within and for the said City, County and State aforesaid, appeared C. E. Bultmann and G. M. Foster, to me personally known, who, being by me duly sworn, each for himself did say that he is the Contract Agent and Assistant Secretary, respectively, of THE CALIFORNIA COMPANY, the corporation that executed the above and foregoing instrument, and that the seal affixed to the 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 the said C. E. Bultmann and G. M. Foster acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the day and year in this certificate first above written.

Frank L. Owen, Notary Public

My Commission expires
Nov. 22, 1941.

(NOTARIAL SEAL)
W
STATE OF WYOMING.)
)SS.
County of Sublette)

On this 25th day of January, 1939, before me personally appeared J. CHAUNCEY CLARK and MARY P. CLARK, husband and wife, to me known to be the persons described in and who