

portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not effect the rights of other leasehold owners hereunder. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

8. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

All of the provisions of this lease shall inure to the benefit and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Albert Larson

Anna Edwards

Frank Edwards

THE STATE OF WYOMING}

County of Sublette)

Before me, the undersigned authority, on this day personally appeared Anna Edwards and Frank Edwards known to me to be the identical persons whose names are/is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 11th day of October A. D., 1944.

My commission expires  
May 10, 1948.

Albert Larson, Notary Public  
in and for Sublette County, Wyoming.

(NOTARIAL SEAL)

No. 32203

OIL AND GAS LEASE

George M. Pape, et ux

THE STATE OF WYOMING)

)  
County of Sublette) This instrument was filed for re-  
cord in my office at 11:00 o'clock  
A. M. on the 1st day of November  
A. D. 1944 and duly recorded in  
Book 1 of Oil and Gas Leases on  
on Page 459.

To

)  
County of Sublette)

Stanolind Oil and Gas Company

Recd: Oct. 10 1944

Fees, \$3.75

117  
Helen Atwood, County Clerk

THIS AGREEMENT made this 12th day of October 1944, between George M. Pape and Virginia Pape, his wife, of Cora, Wyoming Lessor (whether one or more), and Stanolind Oil and Gas Company Lessee, WITNESSETH:

1. Lessor in consideration of One and other Dollars (\$1.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil and gas, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Sublette County, Wyoming, to-wit:

W<sub>1</sub><sup>1</sup>SW<sub>1</sub><sup>1</sup> Sec. 29; SE<sub>1</sub><sup>1</sup> Sec. 30; N<sub>1</sub><sup>1</sup>NE<sub>1</sub><sup>1</sup> Sec. 31; SE<sub>1</sub><sup>1</sup>NE<sub>1</sub><sup>1</sup>SW<sub>1</sub><sup>1</sup>NE<sub>1</sub><sup>1</sup>, E<sub>1</sub><sup>1</sup>SE<sub>1</sub><sup>1</sup>SW<sub>1</sub><sup>1</sup>NE<sub>1</sub><sup>1</sup>,  
SW<sub>1</sub><sup>1</sup>SE<sub>1</sub><sup>1</sup>SW<sub>1</sub><sup>1</sup>NE<sub>1</sub><sup>1</sup>, S<sub>1</sub><sup>1</sup>NW<sub>1</sub><sup>1</sup>SE<sub>1</sub><sup>1</sup>NE<sub>1</sub><sup>1</sup>, S<sub>1</sub><sup>1</sup>NE<sub>1</sub><sup>1</sup>SE<sub>1</sub><sup>1</sup>NE<sub>1</sub><sup>1</sup>, SW<sub>1</sub><sup>1</sup>SE<sub>1</sub><sup>1</sup>NE<sub>1</sub><sup>1</sup>, SE<sub>1</sub><sup>1</sup>SE<sub>1</sub><sup>1</sup>NE<sub>1</sub><sup>1</sup> Sec. 30

of Section \_\_\_\_\_, Township 36-N., Range 109-W.

It being intended hereby to include herein all lands and interests therein contiguous to or appurtenant to said described lands owned or claimed by lessor. For rental payment purposes said leased lands shall be deemed to contain 360 acres, more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of five years from this date (called "primary term") and as long thereafter as oil or gas is produced from said land hereunder or drilling or reworking operations are conducted thereon.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casing-head gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale; where gas from a well producing gas only is not sold or used, Lessee may pay as royalty \$100.00 per well per year and if such payment is made it will be considered that gas is being produced within the meaning of Paragraph 2 hereof. Lessee shall have free use of oil, gas