11. Lessors hereby release and waive all rights of homestead.

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

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

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

WITNESSES: Margaret E. Binning

Lillian C. Allen Burleigh Binning

STATE OF WYOMING,)
)SS.
County of Sublette)

On this 27 day of October, 1944, before me personally appeared Margaret E. Binning and Burleigh Binning, her husband 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, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and affect of signing and acknowledging the said instrument.

Given under my hand and official seal this 27 day of October A. D., 1944

My commission expires
Feb. 20, 1947

Lillian C. Allen
United States Commissioner

(UNITED STATES COMMISSIONER SEAL)

$0.55 U. S. DOCUMENTARY STAMPS cancelled D. D. 11-8-44

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No. 32224

OIL AND GAS LEASE

Burleigh Binning, et ux

To

Jno. R. Donley

Fees, $3.85

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

Rlsd: Bk. 10 Misc. Pg. 117

This instrument was filed for record in my office at 11:00 o'clock A. M. on the 10th day of November A. D. 1944 and duly recorded in Book 1 of Oil and Gas Leases on Page 483.

Helen Atwood County Clerk

THIS AGREEMENT made this 17th day of October, 1944 between Burleigh Binning and Margaret E. Binning, his wife, of Pinedale, Wyoming Lessor (whether one or more), and Jno. R. Donley, of Casper, Wyoming 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:

Lots Two, Three, Four, Five, Six, Seven and Southwest Quarter Northeast Quarter, Southeast Quarter Northwest Quarter, East Half Southwest Quarter, West Half Southeast Quarter, Section 6; T. 34 N., R. 109 W:: Northwest Quarter, North Half Southwest Quarter, Southwest Quarter Southwest Quarter, Section 29; Lots Three and Four, and East Half Southwest Quarter, West Half Southeast Quarter, Southeast Quarter Southeast Quarter, Section Thirty (30); Lots One, Two, Three and Four, West Half East Half, East Half West Half, Section 31; T. 35 N., R. 109 W:: East Half Southeast Quarter Section 24; Southwest Quarter Northeast Quarter, Southeast Quarter Northwest Quarter, Southeast Quarter, Section 25; North Half Section Thirty-six (36); Township Thirty-five (35) North, Range 110 West of the Sixth Principal Meridian.

10/25/44
B. B.

For rental payment purposes said leased lands shall be deemed to contain 2125 acres, more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of 10 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 casinghead 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, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil and gas shall be computed after deducting any so used. Lessor shall have the privilege at his risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon out of any surplus gas not needed for operation hereunder.