

or other mineral upon the leased premises the extension herein granted shall be ineffect-
ive unless Lessee shall, at or before the expiration of the primary term and during the
period of such hindrance, delay or prevention, continue to pay or tender the annual de-
lay rentals hereinabove mentioned as to all lands then subject to this lease on each
anniversary rental paying date as the same become due and payable or until drilling
operations are commenced or production of oil, gas or other mineral is obtained in
accordance with the other provisions of this lease and the payment or tender of such
rentals at such times shall have the same force and effect as rental payments paid or
tendered during the primary term hereinabove mentioned. If rental payments have been
suspended under the terms of this lease by reason of the commencement of operations for
drilling or on account of the production of oil, gas or other minerals prior to the time
Lessee is hindered, delayed or prevented by any such law, order, rule or regulation,
Lessee may resume the payment or tender of the annual delay rental on the rental date
next ensuing after Lessee has been hindered, delayed or prevented from complying with
provisions of this lease as aforesaid, and the resumption of the payment of delay ren-
tals shall have the same force and effect as though rentals had been continuously paid
on each rental paying date, and by continuing such rental payments Lessee may extend
this lease beyond the primary term for the full period hereinabove mentioned.

If, during the term of this lease, oil, gas or other mineral is discovered upon
the leased premises, but Lessee is prevented from producing the same by reason of any
of the aforementioned laws, orders, rules or regulations, this lease shall nevertheless
be considered as producing and shall continue in full force and effect until Lessee is
permitted to produce the oil, gas or other mineral and as long thereafter as such pro-
duction continues in paying quantities or drilling or reworking operations are contin-
ued as elsewhere herein provided.

10. 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.

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:

Ruth Jenkins Wilson

Dorothy Fuhrman Bisch

BAR CROSS LAND AND LIVESTOCK COMPANY,
INCORPORATED

By Perry W. Jenkins President

Attest: John S. Kvenild Secretary

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

(CORPORATE SEAL)

On this 3rd day of November, 1944, before me appeared Perry W. Jenkins to me
personally known, who, being by me duly sworn, did say that he is the President of Bar
Cross Land and Livestock Company, Incorporated, and that the seal affixed to said in-
strument 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
said Perry W. Jenkins acknowledged said instrument to be the free act and deed of said
corporation.

Given under my hand and seal this 3rd day of November A. D. 1944.

My term expires
Jan. 6 - 47

Helen Atwood
County Clerk

(COUNTY CLERK SEAL)

\$1.10 U. S. DOCUMENTARY STAMPS cancelled L. A. 11-10-44

No. 32237 OIL AND GAS LEASE

Bar Cross Land and Livestock THE STATE OF WYOMING)
Company, Incorporated)SS.
County of Sublette)

To

Jno. R. Donley

Relat: Bk. 10 Misc. Pg. 117

This instrument was filed for re-
cord in my office at 3:00 o'clock
P. M. on the 13th day of November
A. D. 1944 and duly recorded in
Book 1 of Oil and Gas Leases on
Page 492.

Fees, \$3.75

Helen Atwood County Clerk

THIS AGREEMENT made this 17th day of October, 1944, between Bar Cross Land and
Livestock Company, Incorporated, of Cora, 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: