

THIS AGREEMENT, Entered into this 2nd day of August, 1945, between Fred H. Pape also known as Frederick H. Pape and Lena J. Pape, his wife Daniel, Wyoming hereinafter called "Lessor", and General Petroleum Corporation of California, a Delaware Corporation hereinafter called "Lessee", 108 W. 2nd St. Los Angeles 12 California hereinafter called "Lessee",

WITNESSETH:

That Lessor, for and in consideration of the sum of Seventy Five and No/100 (\$75.00) Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by Lessee, has this day granted, demised, leased and let, and hereby grants, demises, leases and lets all of the lands hereinafter described, unto Lessee, together with the sole and exclusive right of prospecting, mining and operating on said lands for and producing oil, gas and other hydrocarbons (including helium), and the injection of water, brine, other fluids or gas into sub-surface strata, and to establish and maintain on said lands such tanks, boilers, houses, engines, power stations, plants, buildings (including those for housing and boarding employees), roads, power, telephone and pipe lines, and other appurtenances necessary or convenient in the production, treatment, storage or transportation of oil, gas or other hydrocarbons (including helium) from said land or lands in the vicinity thereof operated by Lessee, said lands being situate in the County of Sublette, State of Wyoming, and more particularly described as follows, to-wit:

Township 34 North, Range 111 West.
 Section 7 SE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$.
 " 8 W $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$.
 " 17 W $\frac{1}{2}$ NW $\frac{1}{4}$
 " 18 NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$.

containing 600 acres, more or less, it being the purpose and intent of the Lessor herein to lease, and Lessor does hereby lease, all of the lands owned by the said Lessor which adjoin the lands above mentioned, or which lie in the section or sections herein specified.

TO HAVE AND TO HOLD said lands, and all rights and privileges granted hereunder, unto D. W. W. Lessee, his/its heirs/successors and assigns, for a term of Five (5) years from the date hereof, and so long thereafter as oil, gas and other hydrocarbons (including helium), or any of them, is produced therefrom.

Lessee shall pay as rental and royalty to Lessor in cash the prevailing market price at the well at the time of production the value in its natural state of the equal one-eighth (1/8) part of all oil, gas and other hydrocarbons (including helium) produced, saved and marketed from said lands. All royalties shall be payable in money except that as to oil, at Lessee's option it shall have the right, in lieu of paying cash royalty for oil, to deliver Lessor's royalty oil, free of cost to Lessor, into the pipe line to which Lessee may connect its wells for the account and credit of Lessor.

If gas only is found on said lands and be not sold or marketed, Lessee shall pay as royalty Fifty (\$50.00) Dollars per annum for each such gas well and while such royalty is so paid such well or wells shall be deemed to be producing wells. Lessee shall have the right to use, free of cost and royalty, oil, gas and other hydrocarbons produced from said lands for Lessee's operations thereon. Lessee shall have the right to drill for, develop and use free of cost, such water on said lands as it may require for its operations thereon. Nothing in this paragraph contained shall require Lessee to sell, market or dispose of gas produced on said lands. Settlement for rental and royalties above provided shall be made by depositing a check or draft therefor in the United States mail, addressed to Lessor or to the depository and agent of Lessor hereinafter designated on or before the 20th day of each calendar month for all rentals and royalties accruing during the preceding month.

Lessor may have the use of any gas developed on said lands for stoves and inside lights in the principal dwelling house of Lessor on said lands so long as the same is not required by Lessee in its operations on said lands. All connections with the well and the use of said gas shall be at Lessor's sole risk and expense.

If operations for the drilling of a well for oil or gas be not commenced on said land on or before one year from this date this lease shall terminate as to both parties unless Lessee, on or before one year from this date, pays or tenders to Lessor, or for Lessor's credit, in the State Bank of Big Piney Bank at Big Piney, Wyoming, or its successors, which bank and its successors, is hereby designated as the depository and agent of Lessor to collect and receipt for all rents and royalties payable hereunder and to settle all accounts in accounting of rents and royalties, and shall continue as such depository and agent regardless of changes of ownership in said lands, or in the oil or gas, or in the rentals and royalties to accrue hereunder, the sum of Seventy Five and No/100 (\$75.00) Dollars as rental for the privilege of deferring the commencement of drilling operations for a period of one year from the aforesaid date. In like manner and upon like payments or tenders the commencement of drilling operations may be further deferred for like periods successively, during the term of this lease. Lessee, however, shall not be liable to Lessor for damages for failure to commence or to drill a well on said land.

Should the first well drilled on the above described lands be a dry hole, then, and in that event, if a second well is not commenced on said lands within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of the rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

Notwithstanding the death of Lessor, or of any successor in interest of Lessor, the payment or tender of rentals or royalties in the manner provided in this instrument shall be binding upon the heirs, devisees, executors, administrators and assigns of Lessor. No change in ownership of said land or right to receive any rental or royalty hereunder shall be binding upon Lessee until after Lessee has received from Transferee a certified copy thereof, together with certified copies of all instruments showing valid deraignment of title from Lessor. In case any action is brought at law or in equity by Lessor or third parties involving the ownership of said lands, or claims to rentals or royalties accruing hereunder, or claiming title to said lands in hostility to Lessor, then during the pendency of said action until final decision thereof Lessee may discontinue operations on said lands,