

second well is not commenced on said land within twelve months from the expiration of the last rental period 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 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.

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 interests bears to the whole and undivided fee.

Lessee shall have the 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 its 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 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 that 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 assigns 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 payment of said rental.

Lessor hereby 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 holders thereof.

Lessee agrees to file a release in proper County upon termination of this lease for any cause.

In Testimony Whereof We Sign, this the 28th day of April, 1947.

Witness:

Edwin V. Magagna

Richard J. Luman

(SEAL)

Edwin V. Magagna

Louise B. Luman

(SEAL)

Jay G. Huisman

Emil B. Kucera

STATE OF Wyoming )  
 )  
 County of Sweetwater)

I, Edwin V. Magagna, a United States Commissioner, in and for said Sweetwater County, in the State aforesaid, do hereby certify that Richard J. Luman and Louise B. Luman, who are personally known to me to be the persons whose names subscribed to the foregoing Lease, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal, this 28th day of April, A. D. 1947.

My commission expires  
January 16th, A. D. 1948.

Edwin V. Magagna U. S. Commissioner

(U. S. COMMISSIONER SEAL)

No. 35492

OIL AND GAS LEASE

Inez P. Finnegan, et vir

THE STATE OF WYOMING) This instrument was filed for record in my office  
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 )  
 To County of Sublette) at 10:30 o'clock A. M. on the 17th day of May A.D.  
 )  
 The Pure Oil Company 1947 and duly recorded in Book 2 of Oil and Gas  
 Fees, \$3.25 Leases, on Page 132.

H. H. Summers, County Clerk.

THIS AGREEMENT, Made and entered into this 22nd day of September, 1945, by and between Inez P. Finnegan and Edward D. Finnegan Husband & wife of Big Piney Wyoming, hereinafter called Lessor (whether one or more) and The Pure Oil Company an Ohio Corp. of Billings Montana, hereinafter called Lessee:

WITNESSETH: That the Lessor, for and in consideration of Ten & 00/100 DOLLARS (\$10.00), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the Lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said Lessee, with the exclusive right of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil, gas, casinghead gas, casinghead gasoline, and laying pipe lines, rod lines and power lines, telephone and telegraph lines, and building tanks, power stations, gasoline plants, ponds, roadways and structures thereon to produce, save and take care of said products, and the exclusive right of injecting water, brine and other fluids into subsurface strata, and housing and boarding employees and any and all other rights and privileges necessary, incident to, or convenient for the economical operation alone, or conjointly with neighboring land, for the production, saving, and taking care of oil, gas, casinghead gas, casinghead gasoline and the injection of water, brine and other fluids into subsurface strata, all that tract of land situated in the County of Sublette State of Wyoming, described as follows, to-wit: