

Form 51 #7 Sublette
Cottonwood Creek

March 1, 1951.

352

Option Agreement

THIS AGREEMENT, made and entered into in quadruplicate this 3rd day of April, 1953, by and between Paul D. Fintus and Barbara Fintus, husband and wife,

hereinafter called "First Party", whether one or more, whose address for all purposes of this agreement is

1819 Carey Avenue, Cheyenne, Wyoming

and Frank B. Murta

hereinafter called "Second Party", and the address of

Second Party for all purposes of this agreement is: Kennedy Building, Tulsa, Oklahoma

WITNESSETH: THAT

WHEREAS, pursuant to the Act of Congress approved February 25, 1920 (41 Stat. 437), as amended, First Party has either made application for, or has been issued an oil and gas lease, designated as Wyoming Serial Number 06009 upon the

following described lands belonging to the United States of America, situated in the County of Sublette

State of Wyoming, to-wit:

Township 32 North, Range 114 West, 6th P. M. Wyoming
Section 7: Lots 1, 2, S/2 NE/4, SE/4
Section 17: All
Section 18: E/2
Section 20: N/2, N/2 S/2
Section 21: NW/4

Township 32 North, Range 115 West, 6th P. M. Wyoming
Section 12: Lots 1, 2, 5, 6 W/2 SE/4
Section 24: Lots 1, 2, 3

containing 2214.34 acres more or less

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Second Party to First Party, receipt of which is hereby confessed and acknowledged, and in consideration of the promises, covenants and agreements as made herein and to be kept and performed, it is hereby agreed by and between the parties hereto as follows:

A. The term "Second Party", as used in this agreement, shall include the Second Party's successors and assigns, and the term "Application" as used herein shall include "offer to lease" and "offer and lease form".

The term "First Party", as used herein, shall refer to and include not only all of the persons, firms and corporations collectively designated as First Party, but shall also and with like effect include, designate and refer to any one or more of them.

The rights and options of Second Party under this agreement are assignable in whole, in part, or in undivided interests, and inure to the benefit of the heirs, representatives, administrators, executors, successors and assigns of Second Party, and shall be binding upon all of the persons, firms and corporations designated as First Party herein, and each of them, and on their respective heirs, representatives, administrators, executors, successors and assigns.

B. For the purpose of serving any notice hereunder by Second Party on First Party, such notice shall be deemed to have been served upon First Party, whether or not the same shall actually be received by First Party, when addressed to First Party at First Party's address above stated and then, either enclosed in an envelope and deposited in the United States mails with postage thereon prepaid, or filed with any telegraph company with all charges thereon prepaid. Should any person named as First Party die, any notice hereunder may be likewise served upon any administrator, executor, personal representative or heir of such deceased person, and when so served shall bind each and all of the administrators, executors, personal representatives and heirs of such deceased person, and the right, title, interest and estate of each and all of them in said oil and gas lease. All persons, firms and corporations designated as First Party, and each of them, agrees that any such notice so served on any one of them, or on an administrator, executor, personal representative or heir of any deceased person who is herein referred to as First Party, whether or not the said notice shall be actually received, shall be binding upon each and all of them, their heirs, representatives, administrators, successors and assigns, and upon their respective interests and estates in the lands and leases above described.

It is agreed that the addresses of the parties hereto, as stated above, shall continue in effect until changed in writing by the respective parties.

FIRST: For the consideration recited, as aforesaid, First Party, insofar as same can be done, hereby authorizes Second Party, its successors and assigns, as the agent of First Party, to enter said lands and conduct geological exploration by the use of seismograph or geophysical or geological methods, and for the same consideration, First Party hereby grants to Second Party the exclusive option and privilege to be exercised in whole or in part at any time within the option period hereinafter stated, of purchasing and acquiring said oil and gas lease (including any extensions thereof, extension leases, renewals thereof, renewal leases, preferentially-new, substitute or other leases hereafter issued, pursuant to or by reason thereof) as to all or any part of the lands embraced therein. If the above described lease has already been issued on the date hereof, then said option period shall be for a period of two years from and after the date hereof; and if the above described lease has not yet been issued on the date hereof, then said option period shall be for the period of time ending two (2) years after the date of issuance of such lease.

Second Party agrees that it will during such option period, make, for the benefit of said lands, by the use of seismograph, geophysics, or by some geological method, a geological examination, the character, nature and extent of which shall be within the exclusive judgment of Second Party.