

50940
 RECORDED August 19, A.D. 1954 at 10:30 A.M.
 IN BOOK 9014 - Lease PAGE 479
 FEES \$ 2.00 Summers COUNTY CLERK
 SUBLETTE COUNTY, PINEDALE, WYOMING

W0-104

AGREEMENT AND OPTION

THIS AGREEMENT AND OPTION, made this 3rd day of AUGUST,
 19 54, by and between MARY E. CATTERSON, JOINED BY HER HUSBAND, P. F. CATTERSON
of 3939 PARKER CT., INDIANAPOLIS, INDIANA, hereinafter referred to as Optionor, and
EL PASO NATURAL GAS COMPANY hereinafter referred to as
Optionee,

WITNESSETH THAT: WHEREAS OPTIONOR WAS ISSUED AN OIL AND GAS LEASE BEARING WYOMING
 SERIAL NO. W-028412, FROM THE UNITED STATES AS LESSOR TO SAID MARY E. CATTERSON AS
 LESSEE, DATED AUGUST 1, 1954, COVERING ALL OF THE FOLLOWING DESCRIBED LANDS IN
 SUBLETTE COUNTY, WYOMING, TO-WIT:

TOWNSHIP 27 NORTH, RANGE 104 WEST, 6TH P.M.

SECTION 1: ALL
 SECTION 2: ALL
 SECTION 3: LOTS 1,2,3, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$
 SECTION 10: ALL

CONTAINING 2,525.99 ACRES, MORE OR LESS

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00)
 and other valuable consideration, the receipt of which is hereby acknowledged, the
 Optionor hereby grants to the Optionee the right and option to acquire by assignment
 all of the right, title and interest of the Optionor in and to the above described
 lease to the extent that it covers or may cover the above described land, or any
 part thereof, and shall be in manner, form and substance satisfactory and acceptable
 to the Optionee, and be free and clear of any liens, encumbrances or outstanding
 interests except as hereinbelow set out:

An overriding royalty of ONE per cent (1 %) of all oil and gas
 produced, saved and marketed from the above described land, which royalty interest
 is to be reserved by Optionor if and when Optionee elects to take the assignment of
 the interest of Optionor in said land as herein provided.

The option hereby granted, unless sooner terminated by surrender as herein-
 after provided, shall expire two (2) years from the date hereof if said lease has
 already been issued, or two (2) years from the date of issuance of said lease if it
 has not already been issued, provided further, that where all or any part of the
 land covered hereby is included in a unit or cooperative plan executed by the parties
 and submitted to the Secretary of the Interior for approval prior to the termination
 of the two-year option period, then as to that part of the land covered hereby which
 is included in said unit or cooperative plan, said two-year period shall be extended
 for an additional period to a date thirty (30) days after the date of final approval
 or disapproval by the Secretary of that unit or cooperative plan. Failure to exercise
 said option within said time shall not, however, impair or terminate the subjection
 or committal of said land or any part thereof to a unit or cooperative plan of de-
 velopment effected by Optionor or THEIR attorney in fact, during said
 two-year period, pursuant to the terms of this instrument. Optionee, at any time
 during the option period, may release and surrender his rights hereunder as to all
 or any portion of the lands above described by notice of such surrender mailed to
 the Optionor at the address above set out at least fifteen (15) days before the
 next rental payment is due.

In the event of the exercise of said option, Optionee shall, upon the
 exercise thereof, pay to Optionor an additional sum of Ten Dollars (\$10.00), total
 consideration.