

purposes not inconsistent with the rights herein demised to Lessee; provided, however, that the use of rights of way for facilities hereafter constructed, and the occupation and use of said leased premises for purposes other than existing rights of way shall not unreasonably interfere with the rights and operations of the Lessee hereunder.

2. The term of this lease shall be for twenty-five (25) years, from and after the 15th day of April, 1961, unless sooner terminated or forfeited, either in whole or in part, as hereinafter provided.

3. If, at the expiration of the term of this lease, any wells are being drilled by Lessee on the leased premises, or any existing wells are producing oil or gas in paying quantities, Lessee shall have the option of renewing this lease for the further term of twenty-five (25) years to include the subdivisions occupied by wells producing in paying quantities or wells in process of being drilled of the same acreage specified in paragraph 19 of the indenture of lease hereinafter referred to, together with the same rights provided for in paragraph 19 of said indenture of lease, on and subject to the same royalties, terms, covenants and conditions as are therein specified; provided, written notice from Lessee of such renewal shall be received by Lessor not more than six (6) months nor less than thirty (30) days prior to the expiration of the original term hereof.

4. This lease shall inure to the benefit of and be binding upon the respective heirs, administrators, executors, successors and assigns of the parties hereto, but no assignment of this lease, or any sublease or agreement affecting this lease, or the leased premises, or any interest therein, shall be valid, unless made with the consent of Lessor in writing, and no change in ownership in the land or in the rentals or royalties shall be binding on Lessee until Lessee shall have received written notice of such transfer or assignment. All covenants, agreements and stipulations herein contained shall run with the land.

5. This lease is made upon the terms, covenants, and conditions set forth in that certain indenture of lease bearing even date herewith between the parties hereto, covering the land hereinabove described, which indenture of lease is by this reference incorporated herein and made a part hereof in all respects as though the same were fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first hereinabove written. IN DUPLICATE

SOUTHERN PACIFIC COMPANY,
By C. W. Goodwin
Assistant Manager, Land Department

(Corporate Seal)

Attest T. F. Ryan
Assistant Secretary.

EUREKA OIL COMPANY
(Lessee)

By L. M. McCallister
President

(Corporate Seal)

Attest Thelma J. Taylor
Secretary

STATE OF CALIFORNIA,)
) ss.
City and County of San Francisco)

On this 11th day of May in the year One Thousand Nine Hundred and Sixty One before me, NORMAN T. STONE, (65 Market St), a Notary Public in and for the City and County of San Francisco, State of California, personally appeared C. W. Goodwin and T. F. Ryan known to me to be the Assistant Manager, Land Department and Assistant Secretary of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

(Notarial Seal) Norman T. Stone
Notary Public in and for the City and County of San Francisco,
State of California.

My Commission Expires October 25, 1964.

STATE OF CALIFORNIA,)
) ss.
County of Mendocino)

On this 7th day of April in the year one thousand nine hundred and sixty one, before me, Delila V. Yttreness, a Notary Public in and for the County of Mendocino, State of California, duly commissioned and sworn, personally appeared L. M. McCallister and Thelma J. Taylor known to me to be the President and Secretary, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Mendocino the day and year in this certificate first above written.

(Notarial Seal) Delila V. Yttreness
Notary Public in and for the County of Mendocino, State of
California.

My Commission Expires January 13, 1963.

Recorded at the request of Eureka Oil Company July 17, A.D., 1961 At 15 minutes past 8 A.M.
Willis A. DePaoli- Recorder.