

RECORDED JUNE 25, 1952 BY 33 PC 1 OIL AND GAS LEASE
NO. 340485 B. T. HOME, COUNTY CLERK

THIS AGREEMENT, entered into this _____ day of _____, 19____, between _____

_____ of _____, hereinafter called "LESSOR" (whether one or more), and _____, hereinafter called "LESSEE," does witness:

1. That LESSOR, for and in consideration of a rental of _____ dollars (\$ _____), paid in advance upon the execution hereof, receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants and agreements hereinafter contained to be paid, kept, and performed by LESSEE, has this day granted, demised, leased, and let, and hereby grants, demises, leases, and lets exclusively unto LESSEE for the purpose of exploring, prospecting, and producing oil, gas, casinghead gas, and casinghead gasoline, and for geophysical and other methods, and drilling, mining and operating for and producing oil, gas, casinghead gas, and casinghead gasoline, laying pipe lines, building tanks, stations, power lines, telephone lines and other structures thereon to find, produce, save, store, treat, transport, and take care of all of such substances, and for housing and boarding employees in its operations on said land or adjacent land, the following described tract of land in _____ County, _____ State, to-wit:

_____ Township 35 North, Range 34 West of the 6th P.M.

Section 1: situated in _____ Township 35 North, Range 34 West of the 6th P.M. Commencing at a stone at the West quarter corner of said Sec. 1; thence North 1 degree 00 minutes E. 1331.5 feet to the point on the center line of the County road, thence S. 64 degrees 45 minutes E. 269.5 feet along center line of said road, thence S. 71 degrees 45 minutes E. 1123.3 feet along the center line of said road, thence S. 64 degrees 58 minutes E. 303.2 feet along the center of said road, thence S. 1 degree 00 minutes E. 798.5 feet to the East and West center line of Sec. 1, thence S 89 degrees 00 minutes W. 1619 feet along the East and West center line of said Sec. to the point of beginning, containing 41.2 acres, more or less, except a strip 40 feet wide on the West side reserved for Public road and having an area of 1.4 acres.

and also in addition to the above described land, any and all other land owned or claimed by LESSOR in said section or sections in which the above described land is situated or in adjoining sections, and adjacent to the above described land.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of ten (10) years from this date (said term being hereinafter referred to as "Primary Term"), and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from the leased premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth part of all oil produced and saved by LESSEE from the leased premises, or, from time to time, at LESSEE'S option, may pay to LESSOR for such one-eighth royalty oil at the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks, LESSOR'S interest, in either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.

4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas only is found and used by LESSEE off the premises, one-eighth of the market value of such gas at the well. If such gas is sold by the LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well. LESSOR is to have gas free of charge from any gas well that the leased premises for stores and inside tanks in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at LESSOR'S sole risk and expense.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof.

6. LESSEE has paid rental hereunder to and including the _____ day of _____, 19____. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the last mentioned date, LESSEE on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in _____ Bank of _____

at _____, or its successors (which bank and its successors are LESSOR'S agent and shall continue as the depository for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder), a rental in the sum of _____ dollars (\$ _____), which shall cover the privilege of deterring commencement of operations for the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in like manner annually of a rental in the same amount, the commencement of operations for the drilling of a well on the leased premises may be further deferred for successive periods of one year each during the Primary Term hereof. All payments or tenders of rental may be made by check or cash to LESSEE, or by any assignee thereof, mailed or delivered to LESSOR, or his assigns, or to said bank on or before such date of payment. If such bank (or any assignee or bank's) shall fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept any payment, LESSEE shall not be held in default for failure to make such payments until thirty (30) days after LESSOR shall deliver to LESSEE a proper recordable instrument naming another bank as agent to receive such payments or tenders. Notwithstanding the death of LESSOR or any successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.

7. If, at any time during the Primary Term hereof, LESSEE shall drill a dry hole on said land when oil or gas is not being produced from the leased premises, or if at any time after the discovery of oil or gas on the leased premises production of oil and gas thereon shall cease during the Primary Term hereof, LESSEE, within twelve (12) months from the expiration of the last rental payment which rental was paid or during which oil or gas was produced or drilling operations were in progress, shall either commence operations for the drilling of another well, resume the production of oil or gas, or commence or resume the payment of rentals in the amount and in the manner above provided. And it is agreed that upon such commencement or resumption of the payment of rentals, paragraph 6 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 at the expiration of the Primary Term oil, gas, casinghead gas or casinghead gasoline is not being produced on said land but LESSEE has commenced operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, this lease shall remain in force so long as such operations are prosecuted with due diligence, and if such operations result in the production of oil, gas, casinghead gas, or casinghead gasoline, so long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said land. If, at any time after the expiration of the Primary Term, LESSEE shall commence or resume operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, and this lease shall remain in force so long as such operations are prosecuted with due diligence, and if production results therefrom, then as long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said premises. For the purposes of this paragraph, it is agreed that operations shall be deemed commenced or prosecuted with due diligence so long as there is no delay or cessation thereof for a greater period than sixty (60) consecutive days.

8. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein, and, in connection therewith, shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment, and inject such substances, as LESSEE considers necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the leased premises by injecting such brine or other waste substances through its wells or other suitable drilled or existing wells, or by any other means, except that it shall not dispose of such waste substances in or on the surface of the land, or in any water body, or in any stream, or in any other place where such disposal would be injurious to the land, or to the health, safety or comfort of the public, or to the environment. LESSEE shall also have the right to dispose of such waste substances in or on the surface of the land, or in any water body, or in any stream, or in any other place where such disposal would be injurious to the land, or to the health, safety or comfort of the public, or to the environment.

9. In case LESSOR owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the rentals and royalties herein provided for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

10. LESSEE shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of LESSOR. When required by LESSOR, LESSEE shall bury pipe lines below plow depth and shall pay for damage directly and immediately caused by its operations to growing crops thereon planted on said land. No well shall be drilled nearer than two hundred (200) feet to the house or barn now on said premises without the written consent of LESSOR. LESSEE shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, houses, buildings, and other structures or property placed on said premises, including the right to draw and remove all casing.

11. This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators, successors and assigns of said LESSOR and said LESSEE. The estate of either party hereto may be assigned in whole or in part but no change of ownership in the land or in the rentals or royalties shall be binding on LESSEE until after it has been furnished with the written transfer or assignment or a certified copy thereof. Regardless of changes of ownership of the said land, or of portions thereof, the leased premises shall be developed and operated as one lease, and there shall be no obligation on LESSEE or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. It is hereby agreed that, in the event this lease shall be assigned as an entirety or as to a part or as to parts of the above described lands, LESSEE and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment as to the part or parts so assigned, and should the holder or owner of this lease as to any part or parts of the leased premises fail or make default in the payment of the proportionate part of the rental due or royalties or should such holder or owner breach any of the covenants, conditions or obligations of this lease, express or implied, such failure or default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which LESSEE or any assignee hereof shall make due payment of said rentals, or otherwise comply with the terms and provisions of this lease. If at any time there be as many as four parties entitled to rentals or royalties, LESSEE may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with LESSEE, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

13. LESSEE may at any time surrender this lease as to all or any part of the above described lands by recording a proper instrument of surrender in the office of the _____ County Clerk of said county. Upon surrender as to any part of such lands the rental specified above shall be proportionately reduced on an acreage basis and LESSEE shall have reasonable and convenient easements for then existing pipe lines, pole lines and roadways over the lands surrendered for the purpose of continuing operations on lands retained. It is agreed that this lease shall never terminate or be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure exists, and any decree of termination, cancellation or forfeiture shall be in the alternative and shall provide for termination, cancellation or forfeiture unless LESSEE comply with the implied covenants, conditions, or obligations breached within a reasonable time to be determined by the court. In the event LESSOR considers that LESSEE has not complied with all its covenants, conditions or obligations hereunder, both express and implied, LESSOR shall notify LESSEE in writing, setting out specifically in what respects it is claimed that LESSEE has breached this contract, and LESSEE shall not be held to LESSOR for any damages caused by a breach of any such covenant, condition or obligation, express or implied, accruing more than sixty days prior to the receipt by LESSEE of the aforesaid written notice of such breach. Neither the service of said notice nor the doing of any act by LESSEE aimed to meet all or any of the alleged breaches shall be deemed an admission or pre-judgment that LESSEE has failed to perform all its obligations hereunder.

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and, in the event it exercises such option, LESSEE shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying against the amount required in the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted, or licensed by the LESSOR to any other party for the erection, construction, location, or maintenance of structures, tanks, gas, oil, or machinery, or for the purpose of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. This Lease shall not be terminated, in whole or in part, nor shall LESSEE be held liable in damages for failure to comply with the terms, conditions, covenants, and obligations hereof, if compliance therewith is prevented by or is contrary to or in conflict with or if such failure is the result of (a) any Federal, State or local laws, orders, rules, or regulations. If, at the end of the Primary Term hereof, such term has not been extended by production or delivery in this lease pool, and LESSEE, by reason of any of the above recited causes, is unable to drill a well on the leased premises for oil or gas, the Primary Term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurs, and LESSEE may, by following the removal of such delays hereafter, terminate this Lease. During any period that LESSEE is unable to produce and/or market any products from the leased premises, by reason of any of the above recited causes, this lease shall remain in full force and effect.

17. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

WITNESS:

and year first Love written.

Anna Pegunap (SEAL)
Jack Pegunap (SEAL)
(SEAL)
(SEAL)

TRANSMISSION OF THE RECEIVING TELECOMMUNICATIONS CORPORATION OF CANADA

ACKNOWLEDGMENTS

STATE OF Wyoming } Wyoming—Individual
COUNTY OF Sheridan } SS.
On this 26 day of April, 195 2, before me personally appeared Anna Pegump and Jack Pegump, Her husband

to me known to be the person..... described in, and who executed the foregoing instrument, and who acknowledged to me that he executed the same as ~~their~~ free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal this 26th day of April, 1952
My Commission Expires: May 1, 1956
Allen L. Edwards
Notary Public

RECORDED JUNE 20, 1953 BY 21083 TO, JACOB E. HILL, COUNTY CLERK

OIL AND GAS LEASE

THIS AGREEMENT, entered into this 23rd day of April
Jackson D. Bentley and Louise H. Bentley, his wife,

, 1952, by and between

of 640 S. Main, Sheridan, Wyoming

hereinafter called "LESSOR" (whether one or more), and

Shell Oil Company, A Delaware Corporation, Casper, Wyoming

, "LESSEE."

WITNESSETH:

1. That LESSOR, for and in consideration of the sum of ten and more dollars (\$10.00), in hand paid, the receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants and agreements hereinafter contained to be paid, kept and performed by LESSEE, has this day granted, demised, leased, and let, and hereby grants, demises, leases and lets, exclusively unto LESSEE for the purpose of investigating, exploring and prospecting by geophysical and other methods, and drilling, mining and operating for and producing oil, gas, casinghead gas, and casinghead gasoline, laying pipe lines, building tanks, stations, powers, power lines, telephone lines and other structures thereon, but not by seismographic exploration upon the ground except with the written consent of LESSOR, to find, produce, save, store, treat, transport, and take care of all such substances, and for housing and boarding employees in its operations on said land, the following described lands in Sheridan County, Wyoming

, to-wit:

Township 55 North, Range 81 West

Section 32: Lots 2, 3, 4, 5, 6 & 7

Section 33: Lot 7 & Tract 46

Section 33 and 38: Tract 50

Section 33 and 34: Tract 45, all of the above being described according to the
United States Government Resurvey.Township 54 North, Range 81 WestSection 8: NE₁Section 9: NE₁ & 3E₁

and containing 40.0243 acres, more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of five (5) years from this date (said term being hereinafter referred to as "Primary Term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced in commercial quantities from the leased premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth part of all oil produced and saved by LESSEE from the leased premises, or, from time to time, at LESSEE'S option, may pay to LESSOR for such one-eighth royalty oil the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks, LESSOR'S interest, in either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.

4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas only is found and used by LESSEE off the premises, one-eighth of the market value of such gas at the well. If such gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well. LESSOR shall have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at LESSOR'S sole risk and expense.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof. If gas from a well producing gas only is not sold or used, LESSEE shall pay LESSOR the sum of Seven Hundred Twenty and 01/100 - - - - - Dollars (\$720.01), per year, and if such payment is made it will be considered that gas is being produced within the meaning of paragraph 2 hereof. And if such payment is made by LESSEE to LESSOR, LESSEE shall be credited with such payment upon any royalty payments thereafter due LESSOR on account of gas produced from that well. The word "gas" as used herein shall include casinghead gas and casinghead gasoline.

6. If the drilling of a well for oil or gas, which means the actual penetration of the surface of the ground by a drilling bit, are not commenced on said land on or before the 23rd day of April, 1953, LESSEE on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in Bank of Commerce

Bank, at Sheridan, Wyoming

, or its successors (which bank and its successors are LESSOR'S agent and shall continue as the depository for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas produced therefrom the rentals or royalty to accrue hereunder), a sum of One Thousand Four Hundred Forty and 00/100 - - - - - Dollars (\$1,440.00), which shall cover the privilege of

Louise H. Bentley
Jackson D. Bentley

deferring the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in like manner annually of a rental in the same amount, the drilling of a well on the leased premises may be further deferred for successive periods of one year each during the Primary Term hereof. All payments or tenders of rental may be made by check or draft of LESSEE, or of any assignee thereof, mailed or delivered to LESSOR, or his assigns, or to said Bank on or before such date of payment. If such bank (or any successor bank) shall fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept any payment, LESSEE shall not be held in default for failure to make such payment until thirty (30) days after which LESSOR shall deliver to LESSEE a proper recordable instrument naming another bank as agent to receive such payments or tenders. Notwithstanding the death of LESSOR or any successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.

7. If, at any time during the Primary Term hereof, LESSEE shall drill a dry hole on said land when oil or gas is not being produced from the leased premises, or if at any time after the discovery of oil or gas on the leased premises production of oil and gas thereon shall cease during the Primary Term hereof, LESSEE, within sixty (60) days from expiration of the last rental period for which rental was paid or during which oil or gas was produced or drilling was in progress, shall either commence actual drilling of another well, resume the production of oil or gas, or commence or resume the payment of rentals in the amount and in the manner above provided. And it is agreed that upon such commencement or resumption of the payment of rentals, paragraph 6 hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there has been no interruption in the rental payments. If at the expiration of the Primary Term oil, gas, casinghead gas or casinghead gasoline is not being produced on said land but LESSEE has commenced actual operations for repressuring, reworking, drilling, deepening or plugging back a well thereon, this lease shall remain in force so long as such operations are prosecuted with due diligence, and if such operations result in the production of oil, gas, casinghead gas, or casinghead gasoline, so long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said lands. If, after the expiration of the Primary Term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate if LESSEE with due diligence commences operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, and this lease shall remain in force so long as such operations are prosecuted with due diligence, and if production results therefrom, then as long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said premises. For the purposes of this paragraph, it is agreed that operations shall be deemed commenced or prosecuted with due diligence as long as there is no delay or cessation thereof for a period greater than sixty (60) consecutive days.

8. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein, and, in connection therewith, shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment and inject any such substances, as LESSEE considers necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the leased premises by injecting such brine or other waste substances through its well, or wells, drilled on said premises into any subsurface formations other than fresh water bearing formations.

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

10. LESSEE shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of LESSOR or water needed for the irrigation of said lands. When required by LESSOR, LESSEE shall bury pipe lines below plow depth and shall pay for all damage directly and immediately caused by its operations to growing crops theretofore planted on said land and shall promptly and fully repair and restore to their previous condition, as far as practicable and at LESSEE'S expense, all damage to roads, fences, ditches, waterholes, irrigation structures, bridges and other improvements, caused by its operations. No well shall be drilled nearer than fifteen hundred (1500) feet to the main dwelling house on said premises, nor nearer than five hundred (500) feet to any barn thereon, nor nearer than two hundred (200) feet to any other building thereon without the written consent of LESSOR. LESSEE shall have the right to remove at any time during the term of this lease, and shall promptly after the expiration of said term, remove all machinery, fixtures, houses, buildings and other structures or property placed by it on said premises, including the right to draw and remove all casing.

11. This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators, successors and assigns of said LESSOR and said LESSEE. The estate of either party hereto may be assigned in whole or in part, except that LESSEE shall not, without LESSOR'S written consent first had and obtained, assign this lease as to the whole or any part of the leased land, provided, however, that LESSEE may, without such written consent, assign this lease as to the whole or any part of the leased land to (1) a person, firm, or corporation succeeding to substantially all of LESSEE'S oil and gas production business in the State of Wyoming, or to a parent, subsidiary or affiliate of LESSEE, or (2) to person, firm or corporation having a net worth of more than One Million Dollars (\$1,000,000.00). But no change of ownership in the land or in the rentals or royalties shall be binding on LESSEE until after it has been furnished with the written transfer or assignment or a certified copy thereof. Regardless of changes of ownership of the said land, or of portions thereof, the leased premises shall be developed and operated as one lease, and there shall be no obligation on LESSEE or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. It is agreed that, in the event this lease shall be assigned as herein provided, LESSEE and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment. If at any time there be as many as four parties entitled to rentals or royalties, LESSEE may withhold payments thereof unless and until all parties entitled to rents and royalties designate, in writing, in a recordable instrument to be filed with LESSEE, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

13. LESSEE may at any time surrender this lease as to all of the above described lands, but may surrender this lease from time to time as to less than all of said lands only after oil, gas, casinghead gas, or casinghead gasoline, or any of them, is produced on said lands, by recording a proper instrument of surrender in the office of the County Clerk of said County. It is agreed that this lease shall never terminate or be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure exists, and any decree of termination, cancellation or forfeiture shall be in the alternative and shall provide for termination, cancellation or forfeiture unless LESSEE comply with the implied covenants, conditions or obligations breached within a reasonable time to be determined by the Court. In the event LESSOR considers that LESSEE has not complied with its covenants, conditions, or obligations hereunder, both express and implied, LESSOR shall notify LESSEE in writing, setting out specifically in what respects it is claimed that LESSEE has breached this contract, and LESSEE shall not be liable to LESSOR for any damages caused by a breach of any such covenant, condition, or obligation, express or implied, accruing more than sixty (60) days prior to the receipt by LESSEE of the aforesaid notice of such breach. Neither the service of said notice nor the doing of any acts by LESSEE aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that LESSEE has failed to perform all its obligations hereunder.

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages or other liens existing, levied, or assessed on or against the above described lands, and in the event it exercises such option, LESSEE shall be subrogated to the rights of any holder or holders thereof, and may reimburse itself by applying against the amount required in the discharge of any such mortgage, tax, or other lien, any royalty or rental accruing hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purposes of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. Should a well, located within three hundred and thirty (330) feet of any exterior boundary of the above described lands or lands adjacent thereto neither owned nor controlled by LESSOR, produce oil or gas in paying quantities, then unless a well shall have theretofore been drilled or is at the time being drilled by LESSEE within the offset area herein provided, LESSEE shall, within ninety (90) days after such well has been completed and put on continuous production, commence operations on the above described lands for an offset well thereto. Offset wells shall be located within an offset area extending three hundred and thirty (330) feet from the boundary separating the properties and three hundred and thirty (330) feet on each side of a straight line, or projection thereof, extending from the competing well through the nearest point on said boundary.

17. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations applicable to such operations, and this lease shall not be terminated in whole or in part, or LESSEE be held liable in damages, for failure to comply with the terms hereof, if compliance therewith is prevented by or if such failure is the result of, any such Law, Order, Rule or Regulation, or if prevented by an act of God, of the public enemy, labor disputes, inability to obtain material, failure of transportation, or other cause beyond the control of LESSEE. But LESSEE shall indemnify and save harmless LESSOR from and against all liability, laws, expense and attorney fees by reason of LESSEE'S default or failure to comply with any such Law, Order, Rule or Regulation. If, at the end of the Primary Term hereof, such term has not been extended by production or drilling as in this lease provided, and LESSEE, by reason of any of the above recited causes beyond its control, is unable to drill a well on the leased premises for oil or gas, the Primary Term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause. During any period that LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

Jason P. Bentley
Laurie W. Benney

18. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said State, insofar as the same may in any way affect the purposes for which this lease is made as recited herein.

19. LESSOR shall have gas free of charge from any gas well on the leased premises for any purpose by making his own connections so long as this amount does not exceed the LESSOR'S 1/8th royalty interest, the use of said gas to be at the LESSOR'S sole risk and expense.

20. If at any time during the primary term hereof, LESSEE shall drill a dry bore hole and abandon same on said land, LESSOR shall have the right, at his own expense and risk, to use said dry bore hole for the production of water. LESSOR shall assume all responsibility for said bore hole once the well has been plugged to a depth agreed on by both parties.

21. When LESSEE shall have established roads on said land for transportation to and from a drilling location, LESSEE shall use all diligence to see that transportation of equipment is restricted to such roads.

IN WITNESS WHEREOF, this instrument is signed and sealed by the parties hereto as of the day and year first above written.

Jackson D. Bentley (SEAL)
Jackson D. Bentley
Louise H. Bentley (SEAL)
Louise H. Bentley Lessor

____ (SEAL)

____ (SEAL)

STATE OF WYOMING 0
COUNTY OF SHERIDAN 0ss.

On this 23rd day of April, 1952, before me personally appeared Jackson D. Bentley and Louise H. Bentley, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Given under my hand and seal the day and year in this certificate first above written.

My Commission expires:

November 18, 1953

W. D. Marshall
Notary Public

RECORDED JUNE 25, 1962 BY 88 PG 6 OIL AND GAS LEASE NO. 240427 F. T. HILL, 2 COPY OF 22

THIS AGREEMENT, entered into this 21st day of April, 1953, between
Russell Channel, and Helen Channel, formerly Helen Latteson, his wife
of Park Street Hill, Sheridan, Wyoming hereinafter called "LESSOR" (whether one or more), and
G. A. Fleetwood, of Casper, Wyoming "LESSEE," does witness:

1. That LESSOR, for and in consideration of a rental of Ten and one Dollars (\$ 10.00), paid in advance upon the execution hereof, receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants, agreements and conditions hereinafter contained to be paid, kept, and performed by LESSEE, has this day granted, demised, leased, and let, and hereby grants, demises, leases, and lets exclusively unto LESSEE for the purpose of investigating, exploring, and prospecting, by geophysical and other methods, and drilling, mining and operating for and producing oil, gas, casinghead gas, and casinghead gasoline, laying pipe lines, building tanks, stations, power lines, telephone lines and other structures thereon to find, produce, save, store, treat, transport, and take care of all of such substances, and for housing and boarding employees in its operations on said land or adjacent land, the following described tract of land in Sheridan County, Wyoming to-wit:

Township 54 North, Range 80 West
Section 10: NE 1/4
Section 11: SE 1/4

and containing 220 acres, more or less, and also, in addition to the above described land, any and all other land owned or claimed by LESSOR in said section or sections in which the above described land is situated or in adjoining sections, and adjacent to the above described land.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of ten (10) years from this date (said term being hereinafter referred to as "Primary Term"), and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from the leased premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth part of all oil produced and saved by LESSEE from the leased premises, or from time to time, at LESSEE'S option, may pay to LESSOR for such one-eighth royalty oil the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks, LESSOR'S interest, in either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.

4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas only is found and used by LESSEE off the premises, one-eighth of the market value of such gas at the well. If such gas is sold by the LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well. LESSOR is to have no free of charge from any gas well on the leased premises for steves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at LESSOR'S sole risk and expense.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof.

6. LESSEE has paid rental hereunder to and including the 21st day of April, 1953. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the last mentioned date, LESSEE on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in First National Bank,

at Sheridan, Wyoming or its successors (which bank and its successors are LESSOR'S agent and shall continue as the depository for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder), a rental in the sum of Three hundred twenty and no/100 Dollars (\$ 320.00), which shall cover the privilege

of deferring commencement of operations for the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in like manner annually of a rental in the same amount, the commencement of operations for the drilling of a well on the leased premises may be further deferred for successive periods of one year each during the Primary Term hereof. All payments or tenders of rental may be made by check or draft of LESSEE, or of any assignee thereof, mailed or delivered to LESSOR, or his assigns, or to said bank on or before such date of payment. If such bank (or any successor or bank) shall fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept or pay such payment, LESSEE shall not be held in default for failure to make such payment until thirty (30) days after LESSEE shall deliver to LESSOR a proper recordable instrument naming another bank as agent to receive such payments or tenders. Notwithstanding the death of LESSOR or any successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.

7. If, at any time during the Primary Term hereof, LESSEE shall drill a dry hole on said land when oil or gas is not being produced from the leased premises, or if at any time after the discovery of oil or gas on the leased premises production of oil and gas thereon shall cease during the Primary Term hereof, LESSEE, within twelve (12) months from the expiration of the last rental period for which rental was paid or during which oil or gas was produced or drilling operations were in progress, shall either commence operations for the drilling of another well, resume the production of oil or gas, or commence or resume the payment of rentals in the amount and in the manner above provided. And it is agreed that upon such commencement or resumption of the payment of rentals, paragraph 6 hereof, governing the payment of rentals as the effect thereof, shall continue in force just as though there had been no interruption in the rental payments. If at the expiration of the Primary Term oil, gas, casinghead gas, or casinghead gasoline is not being produced on said land but LESSEE has commenced operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, this lease shall remain in force so long as such operations are prosecuted with due diligence, and if such operations result in the production of oil, gas, casinghead gas, or casinghead gasoline, so long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said land. If, after the expiration of the Primary Term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate if LESSEE with due diligence commences operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, and this lease shall remain in force so long as such operations are prosecuted with due diligence, and if production results therefrom, then as long as thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said premises. For the purposes of this paragraph, it is agreed that operations shall be deemed commenced or prosecuted with due diligence so long as there is no delay or cessation thereof for a greater period than sixty (60) consecutive days.

8. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein, and in connection therewith, shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment, and inject such substances, as LESSEE considers necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the leased premises by injecting such brine or other waste substances through its wells, or wells, drilled on said premises into any subsurface formations other than fresh water bearing formations.

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

10. LESSEE shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of LESSOR. When required by LESSOR, LESSEE shall bury pipe lines below plow depth and shall pay for damage directly and immediately caused by its operations to growing crops therefrom planted on said land. No well shall be drilled nearer than two hundred (200) feet to the house or barn now on said premises without the written consent of LESSOR. LESSEE shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, houses, buildings, and other structures or property placed on said premises, including the right to draw and remove all casing.

11. This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators, successors and assigns of said LESSOR and said LESSEE. The estate of either party hereto may be assigned in whole or in part but no change of ownership in the land or in the rentals or royalties shall be binding on LESSEE until after it has been furnished with the written transfer or assignment or a certified copy thereof. Regardless of changes of ownership of the said land, or of portions thereof, the leased premises shall be developed and operated as one lease, and there shall be no liquidation on LESSEE or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. It is hereby agreed that, in the event this lease shall be assigned as an entirety or as to a part or as to parts of the above described lands, LESSEE and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment as to the part or parts so assigned, and should the holder or owner of this lease as to any part or parts of the leased premises fail or make default in the payment of the proportionate part of the rental due from him or them, or should such holder or owner fail or make default in any of the covenants, conditions or obligations of this lease, express or implied, such failure or default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which LESSEE or any assignee hereof shall make due payment of said rentals, or otherwise comply with the terms and provisions of this lease. If at any time there be as many as four parties entitled to rentals or royalties, LESSEE may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with LESSEE, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

13. LESSEE may at any time surrender this lease as to all or any part of the above described lands by recording a proper instrument of surrender in the office of the County Clerk of said county. Upon surrender as to any part of such lands the rental specified above shall be proportionately reduced on an acreage basis and LESSEE shall have reasonable and convenient easements for then existing pipe lines, pole lines and roadways over the lands surrendered for the purpose of continuing operations on lands retained. It is agreed that this lease shall never terminate or be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure exists, and any decree of termination, cancellation or forfeiture shall be in the alternative and shall provide for termination, cancellation or forfeiture unless LESSEE and any decree of termination, cancellation or forfeiture shall be in the alternative and shall provide for termination, cancellation or forfeiture unless LESSEE complies with the implied covenants, conditions, or obligations breached within a reasonable time to be determined by the court. In the event LESSOR consents to a breach of any such covenant, condition or obligation, express or implied, accruing more than sixty days prior to the receipt by LESSEE of the aforesaid written notice of such breach. Neither the service of said notice nor the doing of any act by LESSEE aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that LESSEE has failed to perform all its obligations hereunder.

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and, in the event it exercises such option, LESSEE shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying against the amount required in the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted, or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purpose of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. This lease shall not be terminated, in whole or in part, nor shall LESSEE be held liable in damages, for failure to comply with the express or implied covenants, conditions, or obligations hereof, if compliance therewith is prevented by or is contrary to any law, rule, or regulation, or if such failure is the result of any Federal or State laws, executive orders, rules, or regulations, or if, at the end of the Primary Term hereof, such term has not been extended by production or drilling as in this lease provided, and LESSEE, by reason of any of the above recited causes, is unable to drill a well on the leased premises for oil or gas, the Primary Term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause. During any period that LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

17. LESSEE is hereby given the right at its option, at any time and from time to time, to pool or unitize for development and operation purposes all or any part or parts of the leased premises or rights therein with any other land (whether United States, State, or privately owned) in the vicinity thereof, or with any leasehold, operating or other rights or interests in such other land. LESSEE shall execute and record in the office of the County Clerk of said County, an instrument identifying the pooled or unitized area. Any well drilled or operations conducted on any part of any lands so pooled or unitized shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the leased premises included in any such pooling or unitization such proportion of the actual production from all lands so pooled or unitized as such portion of the leased premises, computed on an acreage basis, bears to the entire acreage of the lands so pooled or unitized. It is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the leased premises included in such pooling or unitization in the same manner as though produced from such portion of the leased premises under the terms of this lease.

18. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of any homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

WITNESS:

Russell Channel
Russell Channel (SEAL)
Helen Channel
Helen Channel (SEAL)

(SEAL)

Lessor (SEAL)

STATE OF Wyoming
COUNTY OF Sheridan

SS.

Wyoming—Individual

On this 21st day of April, 1952, before me personally appeared Russell Channell and Helen Channell, formerly Helen Matteson, his wife to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that the Y executed the same as their free act and deed.

Given under my hand and seal the day and year in this certificate first above written.

My Commission Expires:

Guthrie B. Burchard
Notary Public

OIL AND GAS LEASE

RECORDED JUNE 25, 1952 BY 28 PG 8

NO. 340423 B. B. HUME, COUNTY CLERK

THIS AGREEMENT, entered into this 17th day of April, 1952, between
George C. Ball, one and the same person as George Ball, and Stella Obal Ball, his wife
of Box 575, Sheridan, Wyoming hereinafter called "LESSOR" (whether one or more), and
C. A. Fleetwood, of Casper, Wyoming "LESSEE," does witness:

1. That LESSOR, for and in consideration of a rental of Ten and more - - - - - Dollars (\$ 10.00), paid in advance upon the execution hereof, receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants and agreements hereinafter contained to be paid, kept, and performed by LESSEE, has this day granted, demised, leased, and let, and hereby grants, demises, leases, and lets exclusively unto LESSEE for the purpose of investigating, exploring, and prospecting, by geophysical and other methods, and drilling, mining and operating for and producing oil, gas, casinghead gas, and casinghead gasoline, laying pipe lines, building tanks, stations, power lines, telephone lines and other structures thereon to find, produce, save, store, treat, transport, and take care of all of such substances, and for housing and boarding employees in its operations on said land or adjacent land, the following described tract of land in Sheridan County, Wyoming to-wit:
Township 56 North, Range 84 West
Section 36: NE 1/4: N84E.

and containing 240 acres, more or less, and also, in addition to the above described land, any and all other land owned or claimed by LESSOR in said section or sections in which the above described land is situated or in adjoining sections, and adjacent to the above described land.

2. Subject to the other provisions hereinafter contained, this lease shall remain in force for a primary term of ten (10) years from this date (said term being hereinafter referred to as "Primary Term"), and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from the leased premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth part of all oil produced and saved by LESSEE from the leased premises, or, from time to time, at LESSEE'S option, may pay to LESSOR for such one-eighth royalty oil the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks, LESSOR'S interest, in either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.

4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas only is found and used by LESSEE off the premises, one-eighth of the market value of such gas at the well. If such gas is sold by the LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well. LESSOR is to have one-free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at LESSOR'S sole risk and expense.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof.

6. LESSEE has paid rental hereunder to and including the 17th day of April, 1953. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the last mentioned date, LESSEE on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in First National Bank Bank,
at Sheridan, Wyoming

or its successors (which bank and its successors are LESSOR'S agent and shall continue as the depository for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder), a rental in the sum of Two Hundred Forty and no/100 - - - - - Dollars (\$ 240.00), which shall cover the privilege of deferring commencement of operations for the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in like manner annually of a rental in the same amount, the commencement of operations for the drilling of a well on the leased premises may be further deferred for successive periods of one year each during the Primary Term hereof. All payments or tenders of rental may be made by check or draft of LESSEE, or of any assignee thereof, mailed or delivered to LESSOR, or his assigns, or to said bank on or before such date of payment. If such bank (or any successor bank) shall fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept any payment, LESSEE shall not be held in default for failure to make payments or tenders. Notwithstanding the death of LESSOR or any successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.

7. If, at any time during the Primary Term hereof, LESSEE shall drill a dry hole on said land when oil or gas is not being produced from the leased premises, or if at any time after the discovery of oil or gas on the leased premises production of oil and gas thereon shall cease during the Primary Term hereof, LESSEE, within twelve (12) months from the expiration of the last rental hereunder, shall resume production of oil or gas, or commence or resume the operations were in progress, shall either commence operations for the drilling of another well, resume the production of oil or gas, or commence or resume the payment of rentals in the amount and in the manner above provided. And it is agreed that upon such commencement or resumption of the payment of rentals, paragraph 6 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 at the expiration of the Primary Term oil, gas, casinghead gas, or casinghead gasoline is not being produced on said land but LESSEE has commenced operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, this lease shall remain in force so long as such operations are prosecuted with due diligence, and if such operations result in the production of oil, gas, casinghead gas, or casinghead gasoline, so long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said land. If, after the expiration of the Primary Term, production on the leased premises shall cease for any cause, this lease shall not terminate if LESSEE with due diligence commences operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, and this lease shall remain in force so long as such operations are prosecuted with due diligence, and if production results therefrom, then as long as thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said premises. For the purposes of this paragraph, it is agreed that operations shall be deemed commenced or prosecuted with due diligence so long as there is no delay or cessation thereof for a greater period than sixty (60) consecutive days.

8. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein, and, in connection therewith, shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment, and inject such substances, as LESSEE considers necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the leased premises by injecting such brine or other waste substances through its well, or wells, drilled on said premises into any subsurface formations other than fresh water bearing formations.

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

10. LESSEE shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of LESSOR. When it is determined that such water is suitable for domestic or agricultural purposes, it shall have first been finally judicially determined that such failure exists, and any decree of termination, cancellation or forfeiture shall be in the alternative and shall provide for termination, cancellation or forfeiture unless LESSEE comply with the implied covenants, conditions, or obligations breached within a reasonable time to be determined by the court. In the event LESSOR considers that LESSEE has not complied with all its covenants, conditions or obligations hereunder, both express and implied, LESSOR shall notify LESSEE in writing, setting out specifically in what respects it is claimed that LESSEE has breached this contract, and LESSEE shall not be liable to LESSOR for any damages caused by a breach of any such covenant, condition or obligation, express or implied, accruing more than sixty days prior to the receipt by LESSEE of the aforesaid written notice of such breach. Neither the service of said notice nor the doing of any acts by LESSEE aimed to meet all or any of the alleged breaches shall be deemed an admission that LESSEE has failed to perform all its obligations hereunder.

11. This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators, successors and assigns of said LESSOR and said LESSEE. The estate of either party hereto may be assigned in whole or in part but no change of ownership in the land or in the rentals or royalties shall be binding on LESSEE until after it has been furnished with the written transfer or assignment or a certified copy thereof. Regardless of changes of ownership of the said land, or of portions thereof, the leased premises shall be developed and operated as one lease, and there shall be no obligation on LESSEE or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. It is hereby agreed that, in the event this lease shall be assigned as an entirety or as to a part or as to parts of the above described lands, LESSEE and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment as to the part or parts so assigned, and should the holder or owner of this lease as to any part or parts of the leased premises fail or make default in the payment of the proportionate part of the rental due from him or in part any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure exists, and any decree of termination, cancellation or forfeiture shall be in the alternative and shall provide for termination, cancellation or forfeiture unless LESSEE comply with the implied covenants, conditions, or obligations breached within a reasonable time to be determined by the court. In the event LESSOR considers that LESSEE has not complied with all its covenants, conditions or obligations hereunder, both express and implied, LESSOR shall notify LESSEE in writing, setting out specifically in what respects it is claimed that LESSEE has breached this contract, and LESSEE shall not be liable to LESSOR for any damages caused by a breach of any such covenant, condition or obligation, express or implied, accruing more than sixty days prior to the receipt by LESSEE of the aforesaid written notice of such breach. Neither the service of said notice nor the doing of any acts by LESSEE aimed to meet all or any of the alleged breaches shall be deemed an admission that LESSEE has failed to perform all its obligations hereunder.

13. LESSEE may at any time surrender this lease to all or any part of the above described lands by recording a proper instrument of surrender in the office of the County Clerk of said county. Upon surrender as to any part of such lands the rental specified above shall be proportionately reduced on an acreage basis and LESSEE shall have reasonable and convenient easements for then existing pipe lines, pole lines and roadways over the lands surrendered for the purpose of continuing operations on lands retained. It is agreed that this lease shall never terminate or be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure exists, and any decree of termination, cancellation or forfeiture shall be in the alternative and shall provide for termination, cancellation or forfeiture unless LESSEE comply with the implied covenants, conditions, or obligations breached within a reasonable time to be determined by the court. In the event LESSOR considers that LESSEE has not complied with all its covenants, conditions or obligations hereunder, both express and implied, LESSOR shall notify LESSEE in writing, setting out specifically in what respects it is claimed that LESSEE has breached this contract, and LESSEE shall not be liable to LESSOR for any damages caused by a breach of any such covenant, condition or obligation, express or implied, accruing more than sixty days prior to the receipt by LESSEE of the aforesaid written notice of such breach. Neither the service of said notice nor the doing of any acts by LESSEE aimed to meet all or any of the alleged breaches shall be deemed an admission that LESSEE has failed to perform all its obligations hereunder.

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and, in the event it exercises such option, LESSEE shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying against the amount required in the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted, or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purpose of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. This lease shall not be terminated, in whole or in part, nor shall LESSEE be held liable in damages, for failure to comply with the express or implied covenants hereof, if compliance therewith is prevented by or is contrary to or in conflict with or if such failure is the result of, any Federal or State laws, executive orders, rules, or regulations. If, at the end of the Primary Term hereof, such term has not been extended by production or drilling as in this lease provided, and LESSEE, by reason of any of the above recited causes, is unable to drill a well on the leased premises for oil or gas, the Primary Term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause. During any period in which LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

17. LESSEE is hereby given the right at its option, at any time and from time to time, to pool or unitize for development and operation purposes all or any part or parts of the leased premises or rights therein with any other land (whether United States, State, or privately owned) in the vicinity thereof, or with any leasehold, operating or other rights or interests in such other land. LESSEE shall execute and record in the office of the County Clerk of said County, an instrument identifying the pooled or unitized area. Any well drilled or operations conducted on any part of any lands so pooled or unitized shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the leased premises included in any such pooling or unitization such proportion of the actual production from all lands so pooled or unitized as such portion of the leased premises included in any such pooling bears to the entire acreage of the lands so pooled or unitized. It is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the leased premises included in such pooling or unitization in the same manner as though produced from such portion of the leased premises under the terms of this lease.

18. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of any homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

WITNESS:

George C. Ball (SEAL)
George C. Ball
Stella Opal Ball (SEAL)
Stella Opal Ball

Lessor (SEAL)

STATE OF Wyoming }
COUNTY OF Sheridan } SS.

Wyoming—Individual

On this 17th day of April, 1952, before me personally appeared George C. Ball one and the same person as George Ball, and Stella Opal Ball, his wife,
to me known to be the person S described in and who executed the foregoing instrument, and acknowledged that the
executed the same as their free act and deed.

Given under my hand and seal the day and year in this certificate first above written.

My Commission Expires:

Ronald E. Jones
Notary Public

OIL AND GAS LEASE

RECORDED JUNE 25, 1962 BY 83 PG 10

THIS AGREEMENT, entered into this 18th day of April
and Eula A. Hill, his wife,

_____ of Rt. 1, Buffalo, Wyoming, hereinafter called "LESSOR" together one of its heirs and assigns, C.A. Fleetwood of Casper, Wyoming, hereinafter called "LESSEE" does witness:

[illegible]

Section 6: Lots 6 & 7. Subject to right of way for roads

TOWNSHIP 55 NORTH, RANGE 64 WEST

Section 1: LESSOR Subject to right of way for roads 158.36 ACRES, more or less
and also, in addition to the above described land, any and all other land owned or claimed by LESSOR in said section or sections in which the above described
land is situated or in adjoining sections, and adjacent to the above described land.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of ten (10) years from this date (said term being hereinafter referred to as "Primary Term"), and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from the leased premises, or operations are being prosecuted as hereinafter provided.

3. LESSOR shall deliver to the dit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth part of all oil produced and saved by LESSEE from the leased premises, or, from time to time, LESSEE's option, may pay to LESSOR for such one-eighth royalty oil the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks, LESSOR's interest, in

oil bearing one-eighth of the cost of treating the oil to render it marketable pipe line oil.

4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas only is found and used by LESSEE off the premises, one-eighth of the market value of such gas at the time it is sold by the LESSOR, and LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas by the LESSOR, and LESSEE shall be free of charge from the leased premises the storage and inside limits in the principal drilling house, on each land by making his own connections with the well, the use of said gas to be at LESSOR's sole risk and expense.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one eighth of the net proceeds derived from the sale thereof.

6. LESSOR has paid rental hereunder to and including the 18th day of April, 1953. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the last mentioned date, LESSEE on or before said date shall pay or tender to LESSOR \$_____ to the credit of LESSOR in _____ Wyoming Loan and Trust Company _____ Bank.

at Buffalo, Wyoming, or its successors (which bank and its successors are LESSOR'S agent and shall continue as the depository of all moneys received by it under this lease) shall pay to Lessor or its successors at least quarterly, beginning on the first day of January next following the expiration of the primary term hereof, and thereafter on the same day of each year until the expiration of the term hereof, the net proceeds from the sale of oil and gas produced from the land covered by this lease and from the rentals or royalty to accrue hereunder.

a rental in the sum of One Hundred Fifty Eight and 36/100 --- Dollars (\$ 158.36), which shall cover the privilege

of deferring commencement of operations for the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in full to LESSOR annually of a rental in the same amount, the commencement of operations for the drilling of a well on the leased premises may be further deferred for successive periods of one year each during the primary term hereof. At any time during the term of this lease, the payment or tender of such rental may be suspended for a period of not more than ninety (90) days for any reason, and if such suspension occurs, the lease shall not terminate, but shall nevertheless remain in full force and effect until the payment or tender of such rental is resumed. If such bank on or before such date of payment, if such bank (for any street or bank) shall fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept any payment, LESSEE shall not be held in default for failure to make such payment until thirty (30) days after LESSOR shall deliver to LESSEE a proper recordable instrument naming another bank or account in which such payment may be made. If such bank or account is not named, the payment or tender of such rental shall nevertheless be binding on the heirs, devisees, executors, and administrators of such person.

11. If at any time during the Primary Term hereof, LESSEE shall drill dry hole on said land when oil or gas is not being produced from the leased premises, or if at any time after the discovery of oil or gas on the leased premises production of oil and gas thereon shall cease during the Primary Term hereof, LESSEE, within twelve (12) months from the expiration of the last rental period for which rental was paid or during which oil or gas was produced or drilling operations were in progress, shall pay to LESSOR the sum of \$100.00 per acre as rental for the period of time during which production of oil and gas has ceased, and shall return the same to LESSOR in the manner above provided. And it is agreed that upon such commencement or resumption of the payment of rentals, paragraph 10 hereof, governing the payment of rentals and the casinghead gas or casinghead gasoline, shall continue in force just as though there had been no interruption in the rental payments. If at the expiration of the Primary Term oil, gas, casinghead gas or casinghead gasoline is being produced from said land, or if during the Primary Term hereof, after the expiration of the Primary Term hereof, such operations as drilling, reworking, deepening, or plugging back a well, or any other operations, are prosecuted with due diligence, and if such operations result in the production of oil, gas, casinghead gas, or casinghead gasoline, so long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said land, if, after the expiration of the Primary Term of this lease, production of oil, gas, casinghead gas, or casinghead gasoline is being produced from said land, or if during the Primary Term hereof, after the expiration of the Primary Term hereof, such operations as drilling, reworking, deepening, or plugging back a well, or any other operations, are prosecuted with due diligence, and this lease shall remain in force so long as such operations are prosecuted with due diligence, and if production results therefrom, then as long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said premises. For the purposes of this paragraph, it is agreed that operations shall be prosecuted with due diligence if they are prosecuted with the same care and skill as is used by the operator in the operations on other lands owned or controlled by the operator.

8. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein, and, in connection therewith, shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment, and inject such substances, as LESSEE considers necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the leased premises by injecting such brine or other waste substances through its well, or wells, drilled on said premises into any subsurface formations other than fresh water bearing formations.

9. In case LESSOR owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rental herein provided for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

LESSOR. When required by LESSOR, LESSEE shall bury nine lines below plow depth and shall pay for damage directly and immediately caused by its operations to growing crops thereon placed on said land. No well shall be drilled deeper than two hundred (200) feet to the house or barn now on said premises without the written consent of Lessor. LESSEE shall be responsible for the removal of all machinery, fixtures, equipment, and structures from the buildings and other structures or property placed on said premises, including the right to draw and remove all casing.

11. This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators successors and assigns of said Lessor and Lessee. If either party hereto may be assigned in whole or in part but no change of ownership in the land or premises shall be binding on LESSEE until after it has been furnished with the written transfer or assignment or a certified copy thereof. Regardless of changes of ownership of the said land, or of portions thereof, the leased premises shall be developed and operated as one lease, and there shall be no obligation on LESSEE or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. It is hereby agreed that, in the event this lease shall be assigned as a whole or in part, the entire liability hereunder arising or accruing subsequent to the date of such assignment as to the part or parts so assigned, and should the holder or owner of this lease as to any part or parts of the leased premises fail or make default in the payment of the proportionate part of the rental due from him or them, or should such holder or owner fail or make default in any of the covenants, conditions or obligations of this lease, express or implied, such failure or default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which LESSEE or any assignee hereof shall make due payment of said rentals, or otherwise comply with the terms and provisions of this lease. If at any time there be as many as four parties entitled to rentals or royalties, LESSEE may withhold payments thereof until all parties desiring, in writing, in a recordable instrument to be filed with LESSEE, a common agent to receive all payments due hereunder and to execute dividend and transfer orders on behalf of said parties and their respective SUCCESSORS in title.

13. LESSEE may at any time surrender this lease as to all or any part of the above described lands by recording a proper instrument of surrender in the office of the _____ County Clerk _____ of said county. Upon surrender as to any part of such lands the rental specified above shall be proportionately

LESSOR shall have reasonable and convenient easements for then existing pipe lines, pole lines, and roadways over the land reduced on an acreage basis to LESSOR shall have reasonable and convenient easements for then existing pipe lines, pole lines, and roadways over the land reduced for the purpose of continuing operations on lands retained. It is agreed that this lease shall never terminate or be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure exists and any decree of termination, cancellation or forfeiture shall be in the alternative. The time for performance of any such implied covenants, conditions or obligations shall be extended until the time for performance of any such implied covenants, conditions or obligations shall be determined by the court. In the event LESSOR considers that LESSEE has not complied with all its covenants, conditions or obligations hereunder, both express and implied, LESSOR shall notify LESSEE in writing, setting out specifically in what respects it is claimed that LESSEE has breached this contract, and LESSEE shall not be liable to LESSOR for any damages caused by a breach of any such covenant, condition or obligation, express or implied, accruing more than sixty days prior to the receipt by LESSOR of a written notice of breach. LESSOR shall be deemed to have accepted any such notice of breach if it fails to file a written demand for performance of any such implied covenants, conditions or obligations hereunder within sixty days of the date of such notice. In the event LESSOR fails to file such demand, it shall be deemed an admission or presumption that LESSEE has failed to perform all its obligations hereunder.

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages, or other liens and encumbrances on the above described lands, and, in the event LESSEE exercises such option, LESSEE shall be subrogated to the rights of any holder of holders thereof and may reimburse itself by applying against the amount required in the discharge of any such mortgaged taxes, or other lien, any royalty or rentals accruing hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted, or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purpose of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. This lease shall not be terminated, in whole or in part, nor shall LESSEE be held liable in damages, for failure to comply with the express or implied covenants herein, if compliance therewith is prevented by or is contrary to or in conflict with or if such failure is the result of, any Federal or State laws, executive orders, rules, or regulations. If, at the end of the Primary Term hereof, such term has not been extended by production or drilling as in this lease provided, and LESSEE, by reason of any of the above recited causes, is unable to drill a well on the leased premises for oil or gas, the Primary Term and the rental provisions hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the termination of such recited cause. During such extension, LESSEE shall be unable to produce and/or market any products from the leased premises by reason of any of the above recited causes and shall remain in full force and effect.

17. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

WITNESS:

Frank J. Hall (SEAL)

[illegible]

100-443888-100 (SEAL)

[illegible]

Lessor

1. *Journal of Management Studies*, 1996, 33, 1, 1-14.

ACKNOWLEDGMENTS

STATE OF WYOMING
COUNTY OF SHERIDAN

Wyoming—Individual

SS.

On this 18th day of April, 1952, before me personally appeared
Frank L. Hill and Eula A. Hill, his wife,

to me known to be the person S described in, and who executed the foregoing instrument, and who acknowledged to me that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal this 18th day of April, 1952
My Commission Expires April 2nd 1954

James J. Johnson
Notary Public

OIL AND GAS LEASE

RECORDED JUL 25, 1952 BY SP 12

TO: DIRECTOR, FBI, FROM: SAC, NEW YORK

THIS AGREEMENT, entered into this 21st day of April, 1952, between
Carl E. Nelson and Dorothy J. Nelson, one and the same person,
his wife, of Bismarck, North Dakota, hereinafter called "LESSOR" (whether one or more), and
C. A. Fleetwood, of Bismarck, North Dakota, hereinafter called "LESSEE," does witness.

1. That LESSOR, for and in consideration of a rental of seven and 00/100 Dollars (\$ 7.00), paid in advance upon the execution hereof, receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants, conditions and restrictions hereinafter contained to be paid, kept, and performed by LESSEE, has this day granted, demised, leased, and let, and hereby grants, demises, leases, and lets exclusively to LESSEE, for the purpose of investigating, exploring, and prospecting, by geophysical and other methods, and drilling, mining, and otherwise, for and producing oil, gas, casinghead gas, and geothermal steam, and for the purpose of installing, laying, erecting, building, tanks, stations, power lines, telephone lines and other structures thereon to find, produce, save, store, treat, transport, and take care of all of such substances, and for housing and boarding employees in its operations on said land or adjacent land, the following described tract of land in Bladen County, North Carolina:

Township 56 North, Range 73 West

Section 17: 5M: 5' 5M:

and also, in addition to the above described land, any and all other land owned or claimed by LESSOR in said section or sections in which the above described land is situated or in adjoining sections, and adjacent to the above described land.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of ten (10) years from this date (said term being hereinafter referred to as "Primary Term"), and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from the leased premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth part of all oil produced and saved by LESSEE from the leased premises, or, from time to time, at LESSEE's option, may pay to LESSOR for such one-eighth royalty oil the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks, LESSOR's interest, in either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.

4. LESSEE shall pay LESSOR, royalty, for gas from each well where a leasehold interest is owned and used by LESSEE off the premises, one-eighth of the market value of such gas at the well. If such gas is sold by the LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well. LESSOR is to have gas free of charge from any gas well on said land, whether or not such well is owned by LESSEE, for use in the house on said land by making his own connections with the well, the use of said gas, to be at LESSEE's expense.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof.

4. LESSEE has paid rental hereunder to and including the 21st day of April, 1953. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the last mentioned date, LESSEE on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in First National

at Sheridan, Wyoming Bank,

a rental in the sum of Two hundred and no/100 Dollars (\$ 200.00), which shall cover the full and complete consideration for the use of the leased premises and the equipment thereon, and shall be paid by LESSEE to LESSOR in the following manner: Monthly in advance, on the 15th day of each month, commencing on the 15th day of January, 2010. All payments or tenders of rental may be made by check or draft of LESSEE, or of any third party, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept any payment. LESSEE shall deliver to LESSOR a proper recordable instrument naming another bank as agent to receive the payments or tenders. Notwithstanding the above, if at any time the LESSOR shall determine that the LESSOR is not adequately protected in its interest, the payment or tender of rentals in the manner provided above shall be null and void, and the LESSOR shall thereupon be authorized to take such action as it may deem proper to protect its interest.

[illegible]

(c) If LFSSEE or its subcontractors are prosecuted with due diligence so long as there is no delay or cessation thereof for a greater period than 60 days, LFSSEE shall be privileged to drill and equip wells to repressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein, and, in connection therewith, install such structures and equipment, and inject such substances, as LFSSEE considers necessary for repressuring purposes. LFSSEE shall also have the right to install such structures and equipment, and inject such substances, as LFSSEE considers necessary for repressuring purposes, by means of existing wells, or by drilling new wells, or by injecting such brine or other waste substances through its well or wells, drilled on said premises, and, in connection therewith, to pump fresh water bearing fluids from surface sources into said wells.

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

10. LESSEE shall have the right to use, free of expense, whenever

[illegible][illegible][illegible]

13. LESSEE may at any time surrender this lease as to all or any part of the above described lands by recording a proper instrument of surrender in the office of the _____ County Clerk _____ of said _____ County, _____ State of _____.

[illegible]

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and, in the event it exercises such option, LESSEE shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying against the amount required in the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

16. This lease shall not be terminated in whole or in part, or gas shall not be sold, by reason of the fact that no production of oil or gas has been obtained from the leased premises during the term hereof.

and/or the Lease shall not be terminated, in whole or in part, nor shall LESSEE be held liable in damages, for failure to comply with the express or implied covenants, rules, or regulations, if compliance is prevented by or is contrary to or in conflict with or if such failure is the result of, any Federal or State law, regulation, order, decree, or any judicial decision, or if compliance with the covenants, rules, or regulations would result in the violation of any Federal or State law, regulation, order, decree, or any judicial decision. LESSEE, by reason of any of the above recited causes, is unable to drill a well on the leased premises for oil or gas, the Primary Term and the rental provision hereof shall be extended automatically from year to year until the end of the primary anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause. During any period that LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, such lease shall remain in full force and effect.

18. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of any homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

WITNESS:

Carl G. Nelson (SEAL)
Dorothy J. Nelson (SEAL)
Lessor (SEAL)

STATE OF Wyoming } SS.
COUNTY OF Sheridan }

COUNTY OF Sherridan,
On this 21st day of April, 1952, before me personally appeared
Carl G. Nelson and Dorothy J. Nelson, his wife; Dorothy J. Nelson, one and the same
person as Dorothy G. Nelson
to me known to be the person said described in and who executed the foregoing instrument, and acknowledged that the he-
executed the same as their free act and deed.

Given under my hand and seal the day and year in this certificate first above written.

My Commission Expires: Perth

Ruth Barnhart
Notary Public

U. S. 340431 P. P. HERR, COUNTY CLERK

Rosa M. Davis, a widow, and Dorothy E. Mooney and Leroy M. Mooney
her husband

C. A. Fleetwood of Casper, Wyoming

1. That LESSOR, for and in consideration of a rental of Ten and More dollars (\$ 10.00) does hereby advance upon the execution hereof, receipt of which as full and adequate consideration for all rights granted hereunder is hereby acknowledged, and of the covenants and agreements hereinafter contained to be paid, kept, and performed by LESSEE, has this day granted, conveyed, sold, and let and hereby grants, conveys, sells and lets exclusively unto LESSEE for the purpose of investigating, exploring, and producing oil, gas, and other hydrocarbons, and other minerals, and other substances, and for producing oil, gas, casinghead gas, and casinghead gasoline, laying pipe lines, building tanks, and other structures thereon to find, produce, save, store, treat, transport, and take care of all such substances, and for logging and geophysical operations, and for employing in its operation, on said land or adjacent land, the following described tract of land in Sheridan County, Wyoming

A.E.M.
L.M.M.

11. This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators, successors and assigns of said LESSOR and said LESSEE. The estate of either party hereto may be assigned in whole or in part but no change of ownership in the land or in the rentals or royalties shall be binding on LESSEE until after it has been furnished with the written transfer or assignment or a certified copy thereof. Regardless of changes of ownership of the said land, or of portions thereof, the leased premises shall be developed and operated as one lease, and there shall be no obligation on LESSEE or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. It is hereby agreed that, in the event this lease shall be assigned as an entirety or as to a part or as to parts of the above described lands, LESSEE and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment as to the part or parts so assigned, and should the holder or owner of this lease as to any part or parts of the leased premises fail or make default in any of the covenants, conditions or obligations of this lease, express or implied, such failure or default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which LESSEE or any assignee hereof shall make due payment of said rentals, or otherwise comply with the terms and provisions of this lease. If at any time there be as many as four parties entitled to rentals or royalties, LESSEE may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with LESSEE, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

13. LESSEE may at any time surrender this lease as to all or any part of the above described lands by recording a proper instrument of surrender in the office of the

County Clerk

of the _____ of said county. Upon surrender as to any part of such lands the rental specified above shall be proportionately reduced on an acreage basis and LESSEE shall have reasonable and convenient easements for then existing pipe lines, pole lines and roadways over the lands surrendered for the purpose of continuing operations on lands retained. It is agreed that this lease shall never terminate or be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure exists, and any decree of termination, cancellation or forfeiture shall be in the alternative and shall provide for termination, cancellation or forfeiture unless LESSEE, comply with the implied covenants, conditions, or obligations breached within a reasonable time to be determined by the court. In the event LESSOR considers that LESSEE has not complied with all its covenants, conditions or obligations hereunder, both express and implied, LESSOR shall notify LESSEE in writing, setting out specifically in what respects it is claimed that LESSEE has breached this contract, and LESSEE shall not be liable to LESSOR for any damages caused by a breach of any such covenant, condition or obligation, express or implied, accruing more than sixty days prior to the receipt by LESSEE of the aforesaid written notice of such breach. Neither the service of said notice nor the doing of any acts by LESSEE aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that LESSEE has failed to perform all its obligations hereunder.

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and, in the event it exercises such option, LESSEE shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying against the amount required in the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted, or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purpose of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. This lease shall not be terminated, in whole or in part, nor shall LESSEE be held liable in damages, for failure to comply with the express or implied covenants hereof, if compliance therewith is prevented by or is contrary to or in conflict with or if such failure is the result of, any Federal or State laws, executive orders, rules, or regulations. If, at the end of the Primary Term hereof, such term has not been extended by production or drilling as in this lease provided, and LESSEE, by reason of any of the above recited causes, is unable to drill a well on the leased premises for oil or gas, the Primary Term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delay-in-gain cause. During any period that LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

17. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

WITNESS:

Rosa M. Davis (SEAL)
Rosa M. Davis

Dorothy E. Mooney (SEAL)
Dorothy E. Mooney

Leroy M. Mooney (SEAL)
Leroy M. Mooney

Lessor

ACKNOWLEDGMENTS

STATE OF Wyoming

Wyoming—Individual

COUNTY OF Sheridan

SS.

On this 25th day of April

1952

Rosa M. Davis, a widow, and Dorothy E. Mooney and Leroy M. Mooney, her husband

to me-known to be the persons described in, and who executed the foregoing instrument, and who acknowledged to me that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal this 25th day of April, 1952.

My Commission Expires:

Notary Public
Notary Public

NO. 340432 B. B. HUME, COUNTY CLERK

1. That LESSOR, for and in consideration of a rental of _____ "Ten and more" - - - - - Dollars (\$ 10.00), paid in advance upon the execution hereof, receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants and agreements hereinafter contained to be paid, kept, and performed by LESSEE, has this day granted, demised, leased, and let, and hereby grants, demises, leases, and lets exclusively unto LESSEE for the purpose of investigating, exploring, and prospecting, by geophysical and other methods, and by using and operating for and producing oil, gas, casinghead gas, and casinghead gasoline, laying pipe lines, building tanks, storage, and other lines, telephone lines and other lines thereon to find, produce, save, store, treat, transport, and take care of all of such substances, and for housing and boarding employees in its operations on said land or adjacent land, the following described tract of land in _____ Sheridan County, Wyoming to-wit:

Section 7: Lots 1, 2: SHOWN

16. This lease shall not be terminable in whole or in part, nor shall LESSEE be held liable in damages, for failure to comply with the express or implied covenants hereof, if compliance therewith is prevented by or is contrary to or in conflict with or if such failure is the result of, any Federal or State law, executive orders, rules, or regulations. If, at the end of the Primary Term hereof, such term has not been extended by production or drilling as in this lease provided, and LESSEE, by reason of any of the above recited causes, is unable to drill a well on the leased premises for oil or gas, the Primary Term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delay in lease during which the well was unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

17. LESSEE is hereby given the right at its option, at any time and from time to time, to pool or unitize for development and operation purposes all or any part or parts of the leased premises or rights therein with any other land (whether United States, State, or privately owned) in the vicinity thereof, or with any leasehold, operating or other rights or interests in such other land. LESSEE shall execute and record in the office of the County Clerk of said County, an instrument identifying the pooled or unitized area. Any well drilled or operations conducted on any part of any lands so pooled or unitized shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the leased premises included in any such pooling or unitization such proportion of the actual production from all lands so pooled or unitized as such portion of the leased premises, computed on an acreage basis, bears to the entire acreage of the lands so pooled or unitized. It is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the leased premises included in such pooling or unitization in the same manner as though produced from such portion of the leased premises under the terms of this lease.

18. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of any homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

WITNESS:

Ralph H. Brundage (SEAL)
Ralph H. Brundage

(SEAL)

(SEAL)

(SEAL)

Lessor

STATE OF Wyoming

COUNTY OF Sheridan

SS.

Wyoming—Individual

On this 17th day of April, 1952, before me personally appeared

Ralph H. Brundage, one and the same person as Ralph Brundage, a single man,

to me known to be the person..... described in and who executed the foregoing instrument, and acknowledged thathe.....
executed the same as.....his..... free act and deed.

Given under my hand and seal the day and year in this certificate first above written.

My Commission Expires:

My Commission expires July 6, 1952

Donald E. Jones
Notary Public

OIL AND GAS LEASE

RECORDED JUNE 25, 1952 BY 38 PG 18

NO. 740433 B. B. HUME, COUNTY CLERK

THIS AGREEMENT, entered into this 25th day of April, 1952, between
Leo J. Harrington and Mabel Harrington, his wife,
of Sheridan, Wyoming hereinafter called "LESSOR" (whether one or more), and
C. A. Fleetwood, Casper, Wyoming "LESSEE," does witness:

1. That LESSOR, for and in consideration of a rental of Ten and more - - - - - Dollars (\$10.00), paid in advance upon the execution hereof, receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants and agreements hereinafter contained to be paid, kept, and performed by LESSEE, has this day granted, demised, leased, and let, and hereby grants, demises, leases, and lets exclusively unto LESSEE for the purpose of investigating, exploring, and prospecting, by geophysical and other methods, and drilling, mining and operating for and producing oil, gas, casinghead gas, and casinghead gasoline, laying pipe lines, building tanks, stations, power lines, telephone lines and other structures thereon to find, produce, save, store, treat, transport, and take care of all such substances, and for housing and boarding employees in its operations on said land or adjacent land, the following described tract of land in Sheridan County, Wyoming to-wit:
Township 56 North, Range 83 West of the 6th P. M.
63.625 acres in NE 1/4, N 1/2, Section 31, and NW 1/4 of Section 32, described
as follows:

Beginning at a point, said point being the Northwest corner of the NE 1/4 of said
Section 31, thence East along the East and West center line of said Section 31 to the East
Quarter corner of said Section 31; thence East along the East and West center line of
Section 32 to the Northeast corner of the NW 1/4 of Section 32; thence South along the East
line of NE 1/4 of said Section 32, 501.5 feet; thence North 88° 31' West 770 feet; thence
South 25° 25' East 67.5 feet; thence North 88° 31' West 582 feet; Thence North 87° 30' West
2048 feet; thence North 3° 18' West 60 feet; thence North 87° 30' West 1768 feet, more or
less, to a point on the West line of the NE 1/4 of said Section 31; thence North along
the West line of NE 1/4 of said Section 31, 495 feet, more or less to the point of
beginning.

and containing 63.625 acres, more or less,
and also, in addition to the above described land, any and all other land owned or claimed by LESSOR in said section or sections in which the above described land is situated or in adjoining sections, and adjacent to the above described land.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of ten (10) years from this date (said term being hereinafter referred to as "Primary Term"), and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from the leased premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth part of all oil produced and saved by LESSEE from the leased premises, or, from time to time, at LESSEE's option, may pay to LESSOR for such one-eighth royalty oil the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks, LESSOR's interest, in either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.

4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas only is found and used by LESSEE off the premises, one-eighth of the market value of such gas at the well. If such gas is sold by the LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well. LESSOR is to have gas free of charge from any gas well on the leased premises for stove and inside lights in the principal dwelling house on said land.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the month of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof.

6. LESSEE has paid rental hereunder to and including the 25th day of April, 1952. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the last mentioned date, LESSEE on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in First National Bank,

at Sheridan, Wyoming, or its successors (which bank and its successors are LESSOR's agent and shall continue as the depository for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder), a rental in the sum of Sixty Three and 63/100 - - - - - Dollars (\$ 63.63), which shall cover the privilege

of deferring commencement of operations for the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in like manner annually of a rental in the same amount, the commencement of operations for the drilling of a well on the leased premises may be further deferred for successive periods of one year each during the Primary Term hereof. All payments or tenders of rental may be made by check or draft of LESSEE, or of any assignee thereof, to LESSOR or his assignee or to his bank on or before such date of payment. If such bank (or any successor bank) shall fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept any payment, LESSEE shall not be held in default for failure to make such payment until thirty (30) days after LESSOR shall deliver to LESSEE a proper recordable instrument naming another bank as agent to receive such payments or tenders. Notwithstanding the death of LESSOR or his assignee in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.

7. If, at any time during the Primary Term hereof, LESSEE shall drill a dry hole on said land when oil or gas is not being produced from the leased premises, or if at any time during the discovery of oil or gas on the leased premises production of oil and gas thereon shall cease during the Primary Term hereof, LESSEE, within twelve (12) months from the expiration of the last rental period for which rental was paid or during which oil or gas was produced or drilling operations were in progress, shall either commence operations for the drilling of another well, resume the production of oil or gas on the leased premises, or the payment of rentals in the amount and in the manner above provided. And it is agreed that upon such commencement or resumption of the payment of rentals, paragraph 6 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 at the expiration of the Primary Term hereof LESSEE has commenced operations for the drilling of another well, or has resumed production of oil or gas, or has commenced operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, this lease shall remain in force so long as such operations are prosecuted with due diligence, and if such operations result in the production of oil, gas, casinghead gas, or casinghead gasoline, so long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said land. If, after the expiration of the Primary Term of this lease, production on the leased premises shall cease from any cause, this lease shall terminate and LESSEE, with due diligence commences operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, and this lease shall remain in force so long as such operations are prosecuted with due diligence, and if production results therefrom, then as long as there after as oil, gas, casinghead gas, or casinghead gasoline is produced from said premises. For the purposes of this paragraph, it is agreed that operations shall be deemed commenced or prosecuted with due diligence so long as there is no delay or cessation thereof for a greater period than sixty (60) consecutive days.

8. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein and, in connection therewith, shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment, and inject such substances, as LESSEE considers necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the leased premises by injecting such brine or other waste substances through its well, or wells, drilled on said premises into any subsurface formations other than fresh water bearing formations.

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

10. LESSEE shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of LESSOR. When required by LESSOR, LESSEE shall bury pipe lines below plow depth and shall pay for damage directly and immediately caused by its operations to growing crops and buildings on the leased premises. If the well shall be drilled on the leased premises and shall be used for the production of oil or gas, LESSEE shall, without the written consent of LESSOR, LESSEE shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, houses, buildings, and other structures or property placed on said premises, including the right to draw and remove all casing.

11. This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators, successors and assigns of said LESSOR and said LESSEE. The estate of either party hereto may be assigned in whole or in part but no change of ownership in the land or in the rentals or royalties shall be binding on LESSEE until after it has been furnished with the written transfer or assignment or a certified copy thereof. Regardless of changes of ownership of the said land, or of portions thereof, the leased premises shall be developed and operated as one lease, and there shall be no obligation on LESSEE or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. It is hereby agreed that, in the event this lease shall be assigned as an entirety or as to a part or as to parts of the above described lands, LESSEE and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment as to the part or parts so assigned, and should the holder or owner of this lease as to any part or parts of the leased premises fail or make default in the payment of the proportionate part of the rental due from him or them, or should such holder or owner fail or make default in any of the covenants, conditions or obligations of this lease, express or implied, such failure or default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which LESSEE or any assignee hereof shall make due payment of said rentals, or otherwise comply with the terms and provisions of this lease. If at any time there be as many as four parties entitled to rentals or royalties, LESSEE may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with LESSEE, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

13. LESSEE may at any time surrender this lease as to all or any part of the above described lands by recording a proper instrument of surrender in the office of the County Clerk of said county. Upon surrender as to any part of such lands the rental specified above shall be proportionately reduced on an acreage basis and LESSEE shall have reasonable and convenient easements for then existing pipe lines, pole lines and roadways over the lands surrendered for the purpose of continuing operations on lands retained. It is agreed that this lease shall never terminate or be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure exists, and any decree of termination, cancellation or forfeiture shall be in the alternative and shall not operate to terminate, cancel or forfeit the lease unless LESSEE complies with the implied covenants, conditions, or obligations breached within a reasonable time to be determined by the court. In the event LESSOR considers that LESSEE has not complied with all its covenants, conditions or obligations hereunder, both express and implied, LESSOR shall notify LESSEE in writing, setting out specifically in what respects it is claimed that LESSEE has breached this contract, and LESSEE shall not be liable to LESSOR for any damages caused by a breach of any such covenant, condition or obligation, express or implied, accruing more than sixty days prior to the receipt by LESSEE of the aforesaid written notice of such breach. Neither the service of said notice nor the doing of any acts by LESSEE aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that LESSEE has failed to perform all its obligations hereunder.

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described land, and, in the event it exercises such option, LESSEE shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying against the amount required in the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted, or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purpose of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. This lease shall not be terminated, in whole or in part, nor shall LESSEE be held liable in damages, for failure to comply with the express or implied covenants hereof, if compliance therewith is prevented by or is contrary to or in conflict with or if such failure is the result of, any Federal or State laws, executive orders, rules, or regulations. If, at the end of the Primary Term hereof, such term has not been extended by production or drilling as in this lease provided, and LESSEE, by reason of any of the above recited causes, is unable to drill a well on the leased premises during the Primary Term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause. During any period that LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

17. LESSEE is hereby given the right at its option, at any time and from time to time, to pool or unitize for development and operation purposes all or any part or parts of the leased premises or rights therein with any other land (whether United States, State, or privately owned) in the vicinity thereof, or with any leasehold, operating or other rights or interests in such other land. LESSEE shall execute and record in the office of the County Clerk of said County, an instrument identifying the pooled or unitized area. Any well drilled or operations conducted on any part of any lands so pooled or unitized shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the leased premises included in any such pooling or unitization such proportion of the actual production from all lands so pooled or unitized as such portion of the leased premises, computed on an acreage basis, bears to the entire acreage of the lands so pooled or unitized. It is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the leased premises included in such pooling or unitization in the same manner as though produced from such portion of the leased premises under the terms of this lease.

18. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of any homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

WITNESS:

Leo J. Harrington (SEAL)
Leo J. Harrington
Mabel Harrington (SEAL)
Mabel Harrington
..... (SEAL)
..... (SEAL)
Lessor

STATE OF Wyoming }
COUNTY OF Sheridan } SS.

Wyoming—Individual

On this 2nd day of May, 195 2, before me personally appeared
Leo J. Harrington and Mabel Harrington, his wife,

to me known to be the person he described in and who executed the foregoing instrument, and acknowledged that he Y
executed the same as their free act and deed.

Given under my hand and seal the day and year in this certificate first above written.

My Commission Expires:

Wm. B. Bannard
Notary Public

OIL AND GAS LEASE

RECORDED JUNE 25, 1952 BY 38 PG 20

NO. 340434 B. B. HUME, COUNTY CLERK

THIS AGREEMENT, entered into this 17th day of April, 1952, between
Joseph B. Marschang and Capatola E. Marschang, his wife
of Box 519, Sheridan, Wyoming hereinafter called "LESSOR" (whether one or more), and
C. A. Fleetwood, of Casper, Wyoming "LESSEE," does witness:

1. That LESSOR, for and in consideration of a rental of Ten and more Dollars (\$ 10.00), paid in advance upon the execution hereof, receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants and agreements hereinafter contained to be paid, kept, and performed by LESSEE, has this day granted, demised, leased, and let, and hereby grants, demises, leases, and lets exclusively unto LESSEE for the purpose of investigating, exploring, and prospecting, by geophysical, and other methods, and drilling, mining, and operating for and producing oil, gas, casinghead gas, and casinghead gasoline, laying pipe lines, building tanks, stations, power lines, telephone lines and other structures thereon to find, produce, save, store, treat, transport, and take care of all of such substances, and for housing and boarding employees in its operations on said land or adjacent land, the following described tract of land in Sheridan County, Wyoming to-wit:

Township 55 North, Range 84 West

Section 1: NW 34.

and also, in addition to the above described land, any and all other land owned or claimed by LESSOR in said section or sections in which the above described land is situated or in adjoining sections, and adjacent to the above described land.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of ten (10) years from this date (said term being hereinafter referred to as "Primary Term"), and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from the leased premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth part of all oil produced and saved by LESSEE from the leased premises, or from time to time, at LESSEE'S option, may pay to LESSOR for such one-eighth royalty oil the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks, LESSOR'S interest, in either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.

4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas only is found and used by LESSEE off the premises, one-eighth of the market value of such gas at the well, if such gas is sold by the LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well. LESSOR is to have gas free of charge from any gas well on the leased premises for stove and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at LESSOR'S sole risk and expense.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If oil gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof.

6. LESSEE has paid rental hereunder to and including the 17th day of April, 1952. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the last mentioned date, LESSEE on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in Bank of Commerce Bank,

at Sheridan, Wyoming or its successors (which bank and its successors are LESSOR'S agent and shall continue as the depository for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder), a rental in the sum of Forty and no/100 Dollars (\$ 40.00), which shall cover the privilege

of deferring commencing operations for the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in like manner annually of a rental in the same amount, the commencement of operations for the drilling of a well on the leased premises may be further deferred for successive periods of one year each during the Primary Term hereof. All payments or tenders of rental may be made by check or draft of LESSEE, or of any assignee thereof, mailed or delivered to LESSOR, or his assigns, or to said bank on or before such date of payment. If such bank (or any successor or bank) shall fail, liquidate or be succeeded by another bank, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of LESSOR. When required by LESSOR, LESSEE shall bury pipe lines below plow depth and shall pay for damage directly and immediately caused by its operations to growing crops thereon planted on said land. No well shall be drilled nearer than two hundred (200) feet to the house or barn now on said premises without the written consent of LESSOR. LESSEE shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, houses, buildings, and other structures or property placed on said premises, including the right to draw and remove all casing.

7. If, at any time during the Primary Term hereof, LESSEE shall drill a dry hole on said land when oil or gas is not being produced from the leased premises, or if at any time after the discovery of oil or gas on the leased premises production of oil and gas thereon shall cease paying the Primary Term hereof, LESSEE, within twelve (12) months from the expiration of the last rental period for which rental was paid or during which oil or gas was produced or drilling operations were in progress, shall either commence operations for the drilling of another well, resume the production of oil or gas, or commence or resume the payment of rentals in the amounts in the manner above provided. And if it is agreed that upon such commencement or resumption of the payment of rentals, paragraph 6 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.

8. If at the expiration of the Primary Term oil, gas, casinghead gas or casinghead gasoline is not being produced on said land but LESSEE has commenced operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, this lease shall remain in force so long as such operations are prosecuted with due diligence, and if such operations result in the production of oil, gas, casinghead gas, or casinghead gasoline, so long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said land. If, after the expiration of the Primary Term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate if LESSEE with due diligence commences operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, and this lease shall remain in force so long as such operations are prosecuted with due diligence, and if production results therefrom, then as long as thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said premises. For the purposes of this paragraph, it is agreed that operations shall be deemed commenced or prosecuted with due diligence so long as there is no delay or cessation thereof for a greater period than sixty (60) consecutive days.

9. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein, and, in connection therewith, shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment, and inject such substances, as LESSEE considers necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the leased premises by injecting such brine or other waste substances through its well, or wells, drilled on said premises into any subsurface formations other than fresh water bearing formations.

10. In case 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 for shall be paid to LESSOR only in the proportion which his interest bears to the whole and undivided fee.

11. LESSEE shall have the right to use, for the purpose of oil, gas, oil and water found on said land for its operations thereon, except water from the wells of LESSOR. When required by LESSOR, LESSEE shall bury pipe lines below plow depth and shall pay for damage directly and immediately caused by its operations to growing crops thereon planted on said land. No well shall be drilled nearer than two hundred (200) feet to the house or barn now on said premises without the written consent of LESSOR. LESSEE shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, houses, buildings, and other structures or property placed on said premises, including the right to draw and remove all casing.

12. This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators, successors and assigns of said LESSOR and said LESSEE. The estate of either party hereto may be assigned in whole or in part but no change of ownership in the land or in the rentals or royalties shall be binding on LESSEE until after it has been furnished with the written transfer or assignment or a certified copy thereof. Regardless of changes of ownership of the said land, or of portions thereof, the leased premises shall be developed and operated as one lease, and there shall be no obligation on LESSEE or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

13. It is hereby agreed that, in the event this lease shall be assigned as an entirety or as to a part or as to parts of the above described lands, LESSEE and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment as to the part or parts so assigned, and should the holder or owner of this lease as to any part or parts of the leased premises fail or make default in the payment of the proportionate part of the rental due from him or them, or should such holder or owner fail or make default in any of the covenants, conditions or obligations of this lease, express or implied, such failure or default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which LESSEE or any assignee hereof shall make due payment of said rentals, or otherwise comply with the terms and provisions of this lease. If at any time there be as many as four parties entitled to rentals or royalties, LESSEE may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with LESSEE, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

14. LESSEE may at any time surrender this lease as to all or any part of the above described lands by recording a proper instrument of surrender in the office of the County Clerk of said county. Upon surrender as to any part of such lands the rental specified above shall be proportionately reduced on an acreage basis and LESSEE shall have reasonable and convenient easements for then existing pipe lines, pole lines and roadways over the lands surrendered for the purpose of continuing operations on lands retained. It is agreed that this lease shall never terminate or be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure exists, and any decree of termination, cancellation or forfeiture shall be in the alternative and shall provide for termination, cancellation or forfeiture unless LESSEE comply with the implied covenants, conditions, or obligations breached within a reasonable time to be determined by the court. In the event LESSOR considers that LESSEE has not complied with all its covenants, conditions or obligations hereunder, both express and implied, LESSOR shall have the right, in writing, setting out specifically in what respects it is claimed that LESSEE has breached this contract, and LESSEE shall not be liable to LESSOR for any damages caused by a breach of any such covenant, condition or obligation, express or implied, accruing more than sixty days prior to the receipt by LESSEE of the aforesaid written notice of such breach. Neither the service of such notice of breach nor the filing of any such instrument shall constitute an admission or presumption that LESSEE has failed to perform all its obligations hereunder.

15. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and, in the event it exercises such option, LESSEE shall be subrogated to the rights of any holder or holders thereof, and may reimburse itself by applying against the amount required in the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

16. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted, or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purpose of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

17. This lease shall not be terminated, in whole or in part, nor shall LESSEE be held liable in damages, for failure to comply with the express or implied covenants hereof, if compliance therewith is prevented by or is contrary to or in conflict with or if such failure is the result of, any Federal or State laws, executive orders, rules, or regulations. If, at the end of the Primary Term hereof, such term has not been extended by production or drilling as in this lease provided, and LESSEE, by reason of any of the above recited causes, is unable to drill a well on the leased premises for oil or gas, the Primary Term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring next (90) or more days following the removal of such delay-causing cause. During any period that LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

17. LESSEE is hereby given the right at its option, at any time and from time to time, to pool or unitize for development and operation purposes all or any part or parts of the leased premises or rights therein with any other land (whether United States, State, or privately owned) in the vicinity thereof, or with any leasehold, operating or other rights or interests in such other land. LESSEE shall execute and record in the office of the County Clerk of said County, an instrument identifying the pooled or unitized area. Any well drilled or operations conducted on any part of any lands so pooled or unitized shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the leased premises included in any such pooling or unitization such proportion of the actual production from all lands so pooled or unitized as such portion of the leased premises, computed on an acreage basis, bears to the entire acreage of the lands so pooled or unitized. It is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the leased premises included in such pooling or unitization in the same manner as though produced from such portion of the leased premises under the terms of this lease.

18. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of any homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

WITNESS:

Joseph B. Marschang (SEAL)
Joseph B. Marschang
Capatola E. Marschang (SEAL)
Capatola E. Marschang

Lessor (SEAL)

STATE OF Wyoming }
COUNTY OF Sheridan } SS.

Wyoming—Individual

On this 17th day of April, 1952, before me personally appeared

Joseph B. Marschang
and Capatola E. Marschang, his wife

to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Given under my hand and seal the day and year in this certificate first above written.

My Commission Expires:

My Commission Expires July 12, 1952

M. J. J. J.
Notary Public

Figure 1. The effect of the concentration of the *Agrobacterium* suspension on the transformation efficiency of *Agrobacterium* strains.

of hereinafter called "LESSOR" (whether one or more), and

"LESSEE," does witness:

Township 56 North Range 63 West of the 6th. Principal Meridian
 Section 17: SW 1/4
 Section 18: All thatpart of the SE 1/4 lying Southeasterly of the
 Southeast right of way line of the Chicago, Burlington
 and Quincy Railroad.
 Section 19: NE 1/4 & NW 1/4
 Section 20: NW 1/4

L.S.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of ten (10) years from this date (said term being hereinafter referred to as "Primary Term"), and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from the leased premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth part of all oil produced and saved by LESSEE from the leased premises, or, from time to time, at LESSEE's option, may pay to LESSOR for such one-eighth royalty oil the market price for oil of like grade and gravity prevailing on the day such oil is delivered into the pipe line, or into storage tanks, LESSOR's interest, in either case, to be one-eighth of the cost of treating the oil to render it marketable pipe line oil.

4. LESSEE shall pay LESSOR, for the use of gas from such well where gas only is found and used by LESSEE on the premises, one-eighth of the market value of such gas at the well. If such gas is sold by the LESSOR to a third party, LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well. LESSOR is to have gas free of charge from any well owned by LESSEE on the premises, and shall have the right to use the gas for the lighting of the house and for the heating of the premises, and for the use of said gas in the principal dwelling.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof.

Section 6. LESSEE has paid rental hereunder to and including the _____ day of _____, 19____. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the last mentioned date, LESSEE on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in _____

_____ Bank,
 _____, or its successors (which bank and its successors are LESSOR'S agent and shall continue as the depository
 for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder),
 _____, a general agent in the _____

rental in the sum of _____ Dollars (\$_____) per month, plus _____ Dollars (\$_____) per month for each additional acre or fraction thereof, or of the rentals or royalty to accrue hereunder), of deferring commencement of operation for the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in like manner annually of a rental in the same amount, the commencement of operation for the drilling of a well on the leased premises may be further deferred for successive periods of one year each during the Primary Term hereof. All payments or tenders of rental or royalty to be made by check or draft of LESSEE, or of any amount to be paid or delivered to LESSOR, or his assigns, or to said bank on or before such date of payment or tender. If any payment or tender is not made, or if it fails, liquidate or be succeeded in or delivered to LESSOR, or his assigns, or to said bank, or for any reason fail or refuse to accept any payment, LESSEE shall be held in default for failure to make such payment until thirty (30) days after the date of such failure. If payment or tender is made or delivered to LESSOR, or his assigns, or to said bank, or to any of its payments or tenders. Notwithstanding the death of LESSOR or any successor of LESSEE, a proper recordable instrument naming another bank as agent to receive such payments or tenders, or the heirs, devisees, executors, and administrators of such person.

[illegible]

8. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein, and, in connection therewith, shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment, and inject such substances, as LESSEE deems necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the leased premises by injecting such brine or other waste substances through its well, or wells, drilled or said premises into any subsurface formations other than the fresh water bearing formations.

10. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

11. LESSOR shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of LESSOR. When required by LESSOR, LESSEE shall bury pipe lines below plow depth and shall pay for damage directly and immediately caused by its operations to growing crops therefrom planted on said land. No well shall be drilled nearer than two hundred (200) feet to the house or barn now on said premises without the written consent of LESSOR. LESSEE shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, houses, buildings, and other structures or property placed on said premises, including the right to draw and remove all casing.

11. This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators, successors and assigns of said LESSOR and said LESSEE. The right of either party hereto may be assigned in whole or in part but no change of ownership in the land or in the rentals or royalties shall be binding on LESSEE until it has been furnished with the written transfer or assignment or a certified copy thereof. Regardless of changes of ownership of the said land, or of portions thereof, the leased premises shall be developed and operated as one lease, and there shall be no obligation on LESSEE or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. It is hereby agreed that, in the event this lease shall be assigned as an entirety or as to a part or as to parts of the above described lands, LESSEE and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment as to the part or parts so assigned, and should the holder or holders of this lease as to any part or parts of the leased premises fail or make default in the payment of the proportionate part of the rental due from him or them, or should he or they fail or make default in the performance of any of the covenants, conditions or obligations of the lease so imposed, such failure or default shall not operate to affect this lease insofar as it covers a part or parts of said land upon which LESSEE or any of his or their assigns or assigns hereof shall have an interest, but such failure or default shall affect this lease insofar as it covers a part or parts of said land upon which LESSEE or any of his or their assigns or assigns hereof shall have an interest, and should the holder or holders of this lease as to any part or parts of the leased premises fail or make default in the payment of the proportionate part of the rental or royalties, LESSEE may withhold payments thereof unless and until the parties designate, in writing, in a recorded instrument to be signed by LESSEE, a common agent to receive all payments due hereunder and to execute, disburse and deliver the same to the proper parties.

successors in title, to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective

13. LESSEE may at any time surrender this lease as to all or any part of the above described lands by recording a proper instrument of surrender in the office of the _____ of said county. Upon surrender as to any part of such lands the rental specified above shall be proportionately reduced on an acreage basis and LESSEE shall have reasonable and convenient easements for then existing pipe lines, pole lines and roadways over the lands surrendered for the purpose of continuing operations on lands retained. It is agreed that this lease shall never terminate or be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure exists, and any decree of termination, cancellation or forfeiture shall be in the alternative and shall provide for termination, cancellation or forfeiture unless LESSEE, comply with the implied covenants, conditions, or obligations breached within a reasonable time to be determined by the court. In the event LESSOR considers that LESSEE has not complied with all its covenants, conditions or obligations hereunder, both express and implied, LESSOR shall notify LESSEE in writing, setting out specifically in what respects it is claimed that LESSEE has breached this contract, and LESSEE shall not be liable to LESSOR for any damages caused by a breach of any such covenant, condition or obligation, express or implied, accruing more than sixty days prior to the receipt by LESSEE of the aforesaid written notice of such breach. Neither the service of said notice nor the doing of any acts by LESSEE aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that LESSEE has failed to perform all its obligations hereunder.

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and, in the event it exercises such option, LESSEE shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying against the amount required in the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted, or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purpose of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. This lease shall not be terminated, in whole or in part, nor shall LESSEE be held liable in damages, for failure to comply with the express or implied covenants hereof, if compliance therewith is prevented by or is contrary to or in conflict with or if such failure is the result of any Federal or State laws, executive orders, rules, or regulations. If, at the end of the Primary Term hereof, such term has not been extended by production or drilling as in this lease provided, and LESSEE, by reason of any of the above recited causes, is unable to drill a well on the leased premises for oil or gas, the Primary Term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause. During any period that LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

17. LESSEE hereby gives to itself, at its option, at any time and from time to time, the right to pool or unitize for development and operation purposes all or any part or parts of the leased premises and rights therein with any other land (whether, United States, State, or privately owned) in the vicinity thereof, or with any leasehold, operating or other rights or interests in such other land. LESSEE shall execute and record in the office of the _____ of said County, an instrument identifying the pooled or unitized area. Any well drilled or operations conducted on any part of any lands so pooled or unitized shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the leased premises included in any such pooling or unitization such proportion of the actual production from all lands so pooled or unitized as such portion of the leased premises, computed on an acreage basis, bears to the entire acreage of the lands so pooled or unitized. It is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the leased premises included in such pooling or unitization in the same proportion as the acreage of the leased premises included in such pooling or unitization bears to the entire acreage of the lands so pooled or unitized.

18. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of any homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

WITNESS:

Lee Swartz (SEAL)

Edythe Swartz (SEAL)

_____ (SEAL)

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OIL AND GAS LEASE

RECORDED JUNE 25, 1962 BK 88 PG 24

NO. 240436 B. P. HIDE, COUNTY CREEK

THIS AGREEMENT, entered into this 16th day of April, 1962, between Grace E. Morrow, a widow, of 335 N. Works Street

of Sheridan, Wyoming hereinafter called "LESSOR" (whether one or more) and C. A. Fleetwood of Casper, Wyoming

Ten and more- - - - - Dollars 10.00

1. That LESSOR, for and in consideration of a rental of Ten and more- - - - - Dollars 10.00, paid in advance upon the execution hereof, receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants and agreements hereinafter contained, the parties hereto, have this day granted, demised, leased, and let, and hereby grants, demises, leases and lets exclusively unto LESSEE for the purpose of investigating, exploring, and prospecting, by geophysical and other methods, and drilling, casinghead and operating for and producing oil, gas, casinghead gas, and casinghead gasoline, laying pipe lines, building tanks, stations, power lines, telephone lines and other structures thereon to find, produce, save, store, treat, transport, and take care of all of such substances, and for housing and boarding employees in its operations on said land or adjacent land, the following described tract of land in Sheridan County, Wyoming

Subject to right of way for roads.

A tract of land situated in the $SE\frac{1}{4}SW\frac{1}{4}$ and $S\frac{1}{4}SE\frac{1}{4}$ of Section 31, and $SW\frac{1}{4}SW\frac{1}{4}$ of Section 32, in Township 56 North, Range 83 West of the Sixth Principal Meridian, described as follows:

Beginning at a point on the West line of the Southeast quarter of the Southwest quarter of said Section 31 1980 feet South of the Northwest corner of the $NE\frac{1}{4}SW\frac{1}{4}$ of said Section; thence South $87^{\circ}24'$ East 1902 feet; thence South $18^{\circ}39'$ East 193 feet; thence South $87^{\circ}24'$ East 1850 feet; thence South $89^{\circ}27'$ East 891 feet; thence North 180 feet; thence South $89^{\circ}27'$ East 429 feet, more or less, to the East line of the $SW\frac{1}{4}SW\frac{1}{4}$ of said Section 32; thence South to the Southeast corner of said $SW\frac{1}{4}SW\frac{1}{4}$; thence West on the Township line to the Southwest corner of the $SE\frac{1}{4}SW\frac{1}{4}$ of said Section 31; thence North 660 feet, more or less, to the point of beginning;

The $NE\frac{1}{4}NW\frac{1}{4}$ of Section 5; the $NE\frac{1}{4}NE\frac{1}{4}$, the $W\frac{1}{2}NE\frac{1}{4}$, the $SE\frac{1}{4}NW\frac{1}{4}$, the $NE\frac{1}{4}SW\frac{1}{4}$ of Section 6; also all that part of the $SW\frac{1}{4}NW\frac{1}{4}$ of Section 6 lying East of the county road known as the Park Street Road, in Township 55 North, Range 83 West of the Sixth Principal Meridian.

and containing 308.70 acres, more or less, and also, in addition to the above described land, any and all other land owned or claimed by LESSOR in said section or sections in which the above described land is situated or in adjoining sections, and adjacent to the above described land.

2. Subject to the other provisions hereof contained, this lease shall remain in force for a primary term of five (5) years from this date (said term being hereinafter referred to as "Primary Term"), and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from the leased premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth part of all oil produced and saved by LESSEE from the leased premises, or, from time to time, at LESSEE'S option, may pay to LESSOR for such one-eighth royalty oil the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks, LESSOR'S interest, in either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.

4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas only is found and used by LESSEE off the premises, one-eighth of the market value of such gas at the well. If such gas is sold by the LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well. LESSOR is to have gas free of charge from any gas well on the leased premises for space and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at LESSOR'S sole risk and expense.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof.

6. LESSEE has paid rental hereunder to and including the 16th day of April, 1962. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the last mentioned date, LESSEE on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in Bank of Commerce Bank, at Sheridan, Wyoming

or its successors (which bank and its successors are LESSOR'S agent and shall continue as the depository for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder), a rental in the sum of Three Hundred Eight and 70/100- - - - - Dollars (308.70), which shall cover the privilege

of deferring commencement of operations for the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in like manner annually, of a rental in the same amount, the commencement of operations for the drilling of a well on the leased premises may be further deferred for successive periods of one year each during the Primary Term hereof. All payments or tenders of rental may be made by check or draft of LESSEE, or of any assignee thereof, mailed or delivered to LESSOR, or his assigns, or to said bank on or before such date of payment. If such bank for any reason fail or refuse to accept any payment, LESSEE shall not be held in default for failure to make such payment until thirty (30) days after LESSOR shall deliver to LESSEE a proper recordable instrument naming another bank as agent to receive such payments or tenders. Notwithstanding the death of LESSOR or any successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.

7. If, at any time during the Primary Term hereof, LESSEE shall drill a dry hole on said land when oil or gas is not being produced from the leased premises, or if at any time after the discovery of oil or gas on the leased premises production of oil and gas thereon shall cease during the Primary Term hereof, LESSEE, within twelve (12) months from the expiration of the last rental period for which rental was paid or during which oil or gas was produced or drilling operations were in progress, shall either commence operations for the drilling of another well, resume the production of oil or gas, or commence or resume the payment of rentals in the amount and in the manner above provided. And it is agreed that upon such commencement or resumption of the payment of rentals, paragraph 6 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 at the expiration of the Primary Term oil, gas, casinghead gas or casinghead gasoline is not being produced on said land but LESSEE has commenced operations for representing, reworking, drilling, deepening, or plugging back a well thereon, this lease shall remain in force so long as such operations are prosecuted with due diligence, and if such operations result in the production of oil, gas, casinghead gas, or casinghead gasoline, so long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said land. If, after the expiration of the Primary Term of this lease, production on the leased premises shall cease from any other cause, this lease shall terminate if LESSEE with due diligence commences operations for representing, reworking, drilling, deepening, or plugging back a well thereon, and this lease shall remain in force so long as such operations are prosecuted with due diligence, and if production results therefrom, then as long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said premises. For the purposes of this paragraph, it is agreed that operations shall be deemed commenced or prosecuted with due diligence so long as there is no delay or cessation thereof for a greater period than sixty (60) consecutive days.

8. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or gas casing substances therein, and, in connection therewith, shall be privileged to drill and equip such injection and recovery wells, erect and install such structures and equipment, and inject such substances, as LESSEE may deem necessary for injecting purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the leased premises by injecting such brine or other waste substances through its well, or wells, drilled on said premises into any subsurface formations other than the fresh water bearing formations.

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

10. LESSEE shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of LESSOR. When required by LESSOR, LESSEE shall bury pipe lines having a flow depth and shall pay for damage directly and immediately caused by its operations to growing crops thereon planted on said land. No well shall be drilled nearer than two hundred (200) feet to the house or building on said premises without the written consent of LESSOR. LESSEE shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, houses, buildings, and other structures or property placed on said premises, including the right to draw and remove all casing.

11. This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators, successors and assigns of said LESSOR and said LESSEE. The estate of either party hereto may be assigned in whole or in part but no change of ownership in the land or in the rentals or royalties shall be binding on LESSEE until after it has been furnished with the written transfer or assignment of a certified copy thereof. Regardless of changes of ownership of the said land, or of portions thereof, the leased premises shall be developed and operated as one lease, and there shall be no obligation on LESSEE or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. It is hereby agreed that, in the event this lease shall be assigned as an entirety or as to a part or as to parts of the above described lands, LESSEE and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment as to the part or parts so assigned, and should the holder or owner of this lease as to any part or parts of the leased premises fail or make default in the payment of the promissory note or of the rental due from him or them, or should such holder or owner fail or make default in any of the covenants, conditions or obligations of this lease, express or implied, such failure or default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which LESSEE or any assignee hereof shall make due payment of said rentals, or otherwise comply with the terms and provisions of this lease. If at any time there be as many as four parties entitled to rentals or royalties, LESSEE may without payments thereof and until all parties designate, in writing, in a recordable instrument to be filed with LESSEE, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Given under my hand and seal this 2nd day of MAY, 195 2
My Commission Expires: OCTOBER 16, 1954 Amoraw Notary Public

NO. 340437 E. E. HALL, COUNTY OF SEY

NO. 340437 E. F. HODGE, COUNTY OF SEY

C. A. Fleetwood, Casper, Wyoming, "LESSEE," does witness:

... said land or adjacent land, the following described tract of land in Sheridan County, Wyoming to wit:

described as follows:

E. L. F.
A. F.

and also, in addition to the above described land, any and all other land owned or claimed by LESSOR in said section or sections in which the above described land is situated or in adjoining sections, and adjacent to the above described land.

hereinafter referred to as "Primary Term"), and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from the leased premises, or operations are being prosecuted as hereinafter provided.

part of all oil produced and saved by LESSEE from the leased premises, or, from time to time, at LESSEE'S option, may pay to LESSOR for such one-eighth royalty oil the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks, LESSOR'S interest, in either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.

value of such gas at the well. If such gas is sold by the LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well. LESSOR is to have gas free of charge from any gas well on the leased premises for stove and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at LESSOR'S sole risk and expense.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-

of a well for oil or gas are not commenced on said land on or before the last mentioned date, LESSEE on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in Bank of Commerce Bank

for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder),

a rental in the sum of Sixty three and 0/100 Dollars (\$63.00), which shall cover the privilege of deferring commencement of operations for the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in like manner annually of a rental in the same amount, the commencement of operations for the drilling of a well on the leased premises may be further deferred for successive periods of one year each during the Primary Term hereof. All payments or tenders of rental may be made by check or draft of LESSEE, or of any person authorized in writing by LESSEE, payable to the order of LESSOR or his heirs, assigns, personal representatives, successors or assigns, and if such payment or tender is duly received by LESSOR or his heirs, assigns, personal representatives, successors or assigns, it shall constitute full and complete payment thereof, and no demand therefor shall be required. If any such payment or tender fails, liquidate or be succeeded by another bank, or if any payment or tender is refused or accepted for payment, LESSEE shall not incur in default for failure to make such payment until thirty (30) days after Lessor shall deliver to LESSEE a proper recordable instrument naming another bank as agent to receive such payments or tenders. Notwithstanding the death of LESSOR or any successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.

premises, or if at any time after the discovery of oil or gas on the leased premises, production of oil and gas thereon shall cease during the Primary Term hereof, then, within two (2) months from the expiration of the last rental period for which rental was paid or during which oil or gas was produced or drilling operations were conducted, the lessor shall pay to the lessee the amount of the rentals then due, and the lease shall remain in force so long as such operations are conducted, and the operation of rentals in the amount and in the manner above provided. And it is agreed that upon such commencement or resumption of the payment of rentals, operations shall be conducted in the manner and to the extent provided in the Lease Agreement, and the lease shall remain in force so long as such operations are prosecuted with due diligence, and if production results therefrom, then as long as there is production of oil, gas, casinghead gas, or casinghead gasoline is produced from said land. If, after the expiration of the Primary Term of this lease, production on the leased premises shall cease from any cause, then the lease shall terminate, and the lease shall remain in force so long as such operations are prosecuted with due diligence, and if production results therefrom, then as long as there is production of oil, gas, casinghead gas, or casinghead gasoline is produced from said premises for the purposes of this paragraph, it is agreed that operations shall be conducted in the manner and to the extent provided in the Lease Agreement, and the lease shall remain in force so long as such operations are prosecuted with due diligence.

shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment, and inject such substances, as LPSSEE considers necessary for repressuring purposes. LPSSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the leased premises by injecting such brine or other waste substances through its well, or wells, drilled on said premises into any subsurface formations other than fresh water bearing formations.

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

LESSOR. When required by LESSOR, LESSEE shall bury pipe lines below plow depth and shall pay for damage directly and immediately caused by its operations to growing crops therefore planted on said land. No well shall be drilled nearer than two hundred (200) feet to the house or barn now on said premises without the written consent of LESSOR. LESSEE shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, houses, buildings, and other structures or property placed on said premises, including the right to draw and remove all casing.

[illegible]

and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment as to the part or parts so assigned, and should the holder or owner of this lease as to any part or parts of the leased premises fail or make default in the payment of the proportionate part of the rentals, royalties, or other payments hereunder, the assignor shall not be liable therefor, and the assignment of this lease, whether written or implied, such failure or default shall not operate to divert or affect this lease insofar as it covers a part or part of said land upon which LESSEE or any of its assigns hereof shall make due payment of said rentals, or otherwise comply with the terms and provisions of this lease. If at any time there be as many as four parties entitled to rentals or royalties, LESSEE may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be duly recorded in the public records of the County of Santa Clara, a common agent to receive all payments due hereunder and to execute division and transfer orders in behalf of said parties and their respective assigns.

13. LESSEE may at any time surrender this lease as to all or any part of the above described lands by recording a proper instrument of surrender in the office of the County Clerk of said county. Upon surrender as to any part of such lands the rental specified above shall be proportionately reduced on an acreage basis and LESSEE shall have reasonable and convenient easements for then existing pipe lines, pole lines and roadways over the lands surrendered for the purpose of continuing operations on lands retained. It is agreed that this lease shall never terminate or be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure exists, and any decree of termination, cancellation or forfeiture shall be in the alternative and shall provide for termination, cancellation or forfeiture unless LESSEE comply with the implied covenants, conditions, or obligations breached within a reasonable time to be determined by the court. In the event LESSOR considers that LESSEE has not complied with all its covenants, conditions or obligations hereunder, both express and implied, LESSOR shall notify LESSEE in writing, setting out specifically in what respects it is claimed that LESSEE has breached this contract, and LESSEE shall not be liable to LESSOR for any damages caused by a breach of any such covenant, condition or obligation, express or implied, accruing more than sixty days prior to the receipt by LESSEE of the aforesaid written notice of such breach. Neither the service of said notice nor the doing of any acts by LESSEE aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that LESSEE has failed to perform all its obligations hereunder.

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and, in the event it exercises such option, LESSEE shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying against the amount required in the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted, or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purpose of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. This lease shall not be terminated, in whole or in part, nor shall LESSEE be held liable in damages, for failure to comply with the express or implied covenants hereof, if compliance therewith is prevented by or is contrary to or in conflict with or if such failure is the result of, any Federal or State laws, executive orders, rules, or regulations. If, at the end of the Primary Term hereof, such term has not been extended by production or drilling as in this lease provided, and hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delay-in case. During any period that LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

17. LESSEE is hereby given the right at its option, at any time and from time to time, to pool or unitize for development and operation purposes all or any part or parts of the leased premises or rights therein with any other land (whether United States, State, or privately owned) in the vicinity thereof, or with any leasehold, operating or other rights or interests in such other land. LESSEE shall execute and record in the office of the _____ of said County, an instrument identifying the pooled or unitized area. Any well drilled or operations conducted on any part of any lands so pooled or unitized shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the leased premises included in any such pooling or unitization such proportion of the actual production from all lands so pooled or unitized as such portion of the leased premises, computed on an acreage basis, bears to the entire acreage of the lands so pooled or unitized. It is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the leased premises included in such pooling or unitization in the same manner as though produced from such portion of the leased premises under the terms of this lease.

18. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of any homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

WITNESS:

Annie Fairbank (SEAL)
Annie Fairbank
Claude A. Fairbank (SEAL)
Claude A. Fairbank

Lessor (SEAL)

STATE OF Wyoming }
COUNTY OF Sheridan } SS. Wyoming—Individual
On this 2 day of May, 195 2, before me personally appeared
Annie Fairbank and Claude A. Fairbank, her husband

to me known to be the person 2 described in and who executed the foregoing instrument, and acknowledged that they
executed the same as their free act and deed.

Given under my hand and seal the day and year in this certificate first above written.

My Commission Expires:

Guthrie B. ...
Notary Public

ACKNOWLEDGMENTS

STATE OF WYOMING }
COUNTY OF CHURCH } SS.
On this 18th day of April, 1952, before me personally appeared Donald C. Smith and Dorothy C. Smith, his wife,
to me known to be the persons described in, and who executed the foregoing instrument, and who acknowledged to me that Donald C. Smith executed the same as his own free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.
Given under my hand and seal this 18th day of April, 1952.
My Commission Expires: OCTOBER 16, 1954 *W. H. Morrow*
Notary Public

OIL AND GAS LEASE

RECORDED JUNE 27, 1962 BY 12 P. 20

10. 74432 B. N. 100A, TOWNY CLAY

THIS AGREEMENT, entered into this _____ day of _____, 19____, between _____

_____ of _____ County, Wyoming, hereinafter called "LESSOR" (whether one or more), and _____, hereinafter called "LESSEE," does witness:

1. That LESSOR, for and in consideration of a rental of _____ Dollars (\$_____), paid in advance upon the execution hereof, receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants and agreements hereinafter set forth to be paid, kept, and performed by LESSEE, has this day granted, conveyed, leased, and let, and hereby grants, conveys, leases, and lets exclusively unto LESSEE for the purpose of investigating, exploring, and prospecting by geophysical and other methods, and drilling, mining, and operating for and producing oil, gas, casinghead gas, and casinghead gasoline, laying pipe lines, building tanks, stations, power lines, telephone lines and other structures thereon to find, produce, save, store, treat, transport, and take care of all of such substances, and for housing and boarding employees in its operations on said land or adjacent land, the following described tract of land in _____ County, Wyoming, to wit:

_____ and containing _____ acres, more or less, and also in addition to the above described land, any and all other land owned or claimed by LESSOR in said section or sections in which the above described land is situated or in the adjoining sections, and adjacent to the above described land.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of _____ years from this date (said term being hereinafter referred to as "Primary Term"), and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from the leased premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth part of all oil produced and saved by LESSEE from the leased premises, or from time to time, at LESSEE'S option, may pay to LESSOR for such one-eighth royalty oil of the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks, LESSOR'S interest, in either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.

4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas only is found and used by LESSEE off the premises, one-eighth of the market value of such gas at the well. If such gas is sold by the LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well. LESSEE is to have the free use of the leased premises for storage and inside rights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at LESSOR'S sole risk and expense.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well.

6. LESSEE has paid rental hereunder to and including the _____ day of _____, 19____. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the last mentioned date, LESSEE on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in _____ Bank,

_____ or its successors (which bank and its successors are LESSOR'S agent and shall continue as the depository for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder),

a rental in the sum of _____ Dollars (\$_____), which shall cover the privilege of deferring commencement of operations for the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in like manner annually of a rental in the same amount, the commencement of operations for the drilling of a well on the leased premises may be further deferred for successive periods of one year each during the Primary Term hereof. All payments or tenders of rental may be made by check or draft of LESSEE, or of any assignee thereof, mailed or delivered to LESSOR, or his assigns, or to said bank on or before such date of payment. If such bank (or any assigns or bank) shall fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept any payment, LESSEE shall not be held in default for failure to make such payment until payment is made by LESSEE to LESSOR. LESSEE shall deliver to LESSOR a proper recordable instrument naming another bank as agent to receive such payments or tenders. Notwithstanding the death of LESSOR or any successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.

7. If, at any time during the Primary Term hereof, LESSEE shall drill a dry hole on said land when oil or gas is not being produced from the leased premises, or if at any time after the recovery of oil or gas on the leased premises production of oil and gas thereon shall cease during the Primary Term hereof, LESSEE, within twelve (12) months from the expiration of the last rental period for which rental was paid or during which oil or gas was produced or drilling operations were in progress, shall either commence operations for the drilling of another well, resume the production of oil or gas, or commence or resume the payment of rentals in the amount and in the manner above provided. And it is agreed that upon such commencement or resumption of the payment of rentals, paragraph 6 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 at the expiration of the Primary Term oil, gas, casinghead gas or casinghead gasoline is not being produced on said land but LESSEE has commenced operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, this lease shall remain in force so long as such operations are prosecuted with due diligence, and if such operations result in the production of oil, gas, casinghead gas, or casinghead gasoline, so long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said land. If, after the expiration of the Primary Term, production on the leased premises shall cease from any cause, this lease shall not terminate if LESSEE with due diligence commences operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, and this lease shall remain in force so long as such operations are prosecuted with due diligence, and if production results therefrom, then as long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said premises. For the purposes of this paragraph, it is agreed that operations shall be deemed commenced or prosecuted with due diligence so long as there is no delay or cessation thereof for a greater period than sixty (60) consecutive days.

8. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein, and, in connection therewith, shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment, and inject such substances, as LESSEE considers necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the leased premises by injecting such brine or other waste substances through its well, or wells, drilled on said premises into any subsurface formations other than fresh water bearing formations.

9. In case 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 for shall be paid to LESSOR only in the proportion which his interest bears to the whole and undivided fee.

10. LESSEE shall have the right to use of oil, gas, oil and water found on said land for its operations thereon, except water from the wells of LESSOR. When required by LESSOR, LESSEE shall bury pipe lines below plow depth and shall pay for damage directly and immediately caused by its operations to growing crops therefrom planted on said land. No well shall be drilled nearer than two hundred (200) feet to the house or barn now on said premises without the written consent of LESSOR. LESSEE shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, houses, buildings, and other structures or property placed on said premises, including the right to draw and remove all casing.

11. This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators, successors and assigns of said LESSOR and said LESSEE. The estate of either party hereto may be assigned in whole or in part but no change of ownership in the land or in the rentals or royalties shall be binding on LESSEE until after it has been furnished with the written transfer or assignment or a certified copy thereof. Regardless of change of ownership of the said land, or of portions thereof, the leased premises shall be developed and operated as one lease, and there shall be no obligation on LESSEE or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. It is hereby agreed that, in the event this lease shall be assigned as an entirety or as to a part or as to parts of the above described lands, LESSEE and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment as to the part or parts so assigned, and should the holder or owner of this lease as to any part or parts of the leased premises fail or make default in the payment of the proportionate part of the rental due from him or them, or should such holder or owner fail or make default in any of the covenants, conditions or obligations of this lease, express or implied, such failure or default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which LESSEE or any assignee hereof shall make due payment of said rentals, or otherwise comply with the terms and provisions of this lease. If at any time there be as many as four parties entitled to rentals or royalties, LESSEE may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with LESSEE, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

13. LESSEE may at any time surrender this lease as to all or any part of the above described lands by recording a proper instrument of surrender in the office of the _____ of said county. Upon surrender as to any part of such lands the rental specified above shall be proportionately reduced on an acreage basis and LESSEE shall have reasonable and convenient covenants for then existing pipe lines, pole lines and roadways over the lands surrendered for the purpose of continuing operations on lands retained. It is agreed that this lease shall never terminate or be forfeited or canceled for failure to perform in whole or in part any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure exists, and any decree of termination, cancellation or forfeiture shall be in the alternative and shall provide for termination, cancellation or forfeiture unless LESSEE comply with the implied covenants, conditions, or obligations hereunder within a reasonable time to be determined by the court. In the event LESSOR considers that LESSEE has not complied with all its covenants, conditions or obligations hereunder, both express and implied, LESSOR shall notify LESSEE in writing, setting out specifically in what respects it is claimed that LESSEE has breached this contract, and LESSEE shall not be liable to LESSOR for any damages caused by a breach of any such covenant, condition or obligation, express or implied, accruing more than sixty days prior to the receipt by LESSEE of the aforesaid written notice of such breach. Neither the service of said notice nor the doing of any acts by LESSEE aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that LESSEE has failed to perform all its obligations hereunder.

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and, in the event it exercises such option, LESSEE shall be subrogated to and shall have the right or holders thereof and may reimburse itself by applying against the amount required in the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted, or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purpose of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. This lease shall not be terminated in whole or in part, nor shall LESSEE be held liable in damages, for failure to comply with the express or implied covenants hereof, if compliance therewith is prevented by or is contrary to or in conflict with or if such failure is the result of any federal or State laws, executive orders, rules, or regulations. If, at the end of the Primary Term hereof, such term has not been extended by production or drilling as in this lease provided, and LESSEE, by reason of any of the above recited causes, is unable to drill a well on the leased premises for oil or gas, the Primary Term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of the cause, during any period that LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

17. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

WITNESS:

George Montgomery (SEAL)

Pearl Montgomery (SEAL)

(SEAL)

LESSOR

ACKNOWLEDGMENTS

STATE OF WYOMING }
COUNTY OF WYOMING } SS. Wyoming—Individual

On this 10th day of April, 1953, before me personally appeared _____,

to me known to be the person _____ described in, and who executed the foregoing instrument, and who acknowledged to me that _____ executed the same as _____ free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal this 18 day of April, 1953

My Commission Expires March 24, 1954 William E. Kelle
Notary Public

1. That LESSOR, for and in consideration of a rental of Ten and more/100 - - - - - Dollars or 10.00 per acre, paid in advance upon the execution hereof, receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants and agreements hereinafter contained to be paid, kept, and performed by LESSEE, has this day granted, demised, leased, and let, and hereby grants, demises, leases and lets exclusively unto LESSEE for the purpose of investigating, exploring, and prospecting, by waygraded and/or bulldozed, drilled, mined, and/or operated for and producing oil, gas, casinghead gas, and casinghead gasoil, laying pipe line, building tanks, tanks, power lines, and other structures and structures thereon to haul, produce, save, store, treat, transport, and take care of all such activities, and for hiring and employing in its operations on said land or adjacent land, the following described tract of land in Shelby County, Montana.

Section 1: E¹/₄SW¹/₄; and a tract of land in the SE¹/₄SW¹/₄ containing 10 acres, more or less, and being more fully described as follows: Commencing at a point on the South line of the Northwest quarter of said Section 1, which point is North 89 degrees East 1619 feet from the West corner of said Section; thence North 1 degree East 798.5 feet to a point on the center line of United States Highway Numbers 14 and 16; thence following the center line of said Highway Southeasterly to the East line of the Northwest Quarter of said Section; thence South on the East line of said Northwest Quarter of said Section to the center of said Section; thence West along the South line of said Northwest quarter to the point of beginning; and a tract of land in the NW¹/₄SW¹/₄ containing 1 acre, more or less, and being more fully described as follows: The North 33 feet of the Northwest quarter of the Southwest quarter; containing in all, 91.0 acres, more or less, and being subject to the right of way for a public road.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of five (5) years from this date (said term being hereinafter referred to as "Primary Term"), and as long thereafter as oil, gas, casinghead gas, casinghead gas-oil or any of them is produced from the leased premises, or operations are being prosecuted as hereinafter provided.

premises, all operations are being prosecuted as hereinafter provided:

1. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth part of all oil produced and saved by LESSEE from the leased premises, or, from time to time, at LESSEE's option, may pay to LESSOR for such one-eighth royalty oil at the market price for oil of like grade and quality delivered into the pipe line, or into storage tanks, LESSOR's interest, in either case, to bear one-eighth of the cost of treating the oil to render it marketable and for all oil.

LESSOR shall pay LESSOROR, as royalty, for gas from each well where gas only is found and used by LESSOR on the premises, one-eighth of the market value of such gas at the well. If such gas is sold by LESSOR, then LESSOR shall pay LESSOROR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well. LESSOR is to have gas free of charge from the well, for use of LESSOR on the premises, for the purpose of providing life light in the principal dwelling house on said land by making his own connections with the well, for use of said gas to be at LESSOROR's sole risk and expense.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline at any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof.

6. LESSOR has paid rental hereunder to and including the 21st day of April, 1953 if operations for the drilling of a well for oil or gas are not commenced on said land on or before the last mentioned date, LESSOR on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in the sum of \$100.00 (one hundred dollars) to The First National Bank of Sheridan

to the extent of LESSOR'S interest in said leasehold interest in the Western Bank of Sheridan Bank,
at Sheridan, Wyoming, or its successors (which bank and its successors are LESSOR'S agent and shall continue as the depository
for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder),
to Beate M. Obermeyer, Trustee

Ninety One and no/100 - - - - - Dollars (\$ 91.00)

rental in the sum of _____ Dollars (\$ _____) per year from and after the date hereof, which shall cover the privilege of determining commencing operations for the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in like manner annually of a rental in the same amount, the commencement of operations for the drilling of a well on the land shall be further deferred for successive periods of one year each during the Primary Term hereof. All payments or tenders of rental may be made by check or draft payable to the assignee thereof, mailed or delivered to LESSOR or his assigns, or to said bank on or before such date of payment. If such bank for any reason or kind shall refuse to accept or succeed by another bank, or for any reason fail or refuse to accept any payment, LESSEE shall not be held in default for failure to make such payment until such time as the bank or banks named herein shall accept or succeed by another bank, or for any reason fail or refuse to accept any payments or tenders. Notwithstanding the death of LESSOR or the death of any person claiming an interest in the land, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.

[illegible]

8. LESSEE shall have the right to measure oil or gas bearing formations by injecting air, liquid or gaseous substances into the formations, and in connection therewith, shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment, and inject and produce fluids necessary for measuring purposes. LESSEE shall also have the right to dispose of brine or other waste substance produced by it in its operations on the premises of the well, or dispose of such brine or other waste substances through its well, or wells, drilled on said premises into any subsurface formations other than fresh water bearing formations.

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

19. LESSEE shall have the right to use, free of cost, gas, oil and water from said land for all operations thereon, except water from the wells of LESSOR. Where required by LESSOR, LESSEE, shall bury pipe lines below plow depth and shall pay for the operations thereon and for the operations pertaining to growing crops thereon planted on said land. No well shall be drilled nearer than two hundred (200) feet to the house or barn now on said premises, houses, buildings, and other structures or property placed on said premises, including the following:

11. This Lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators, successors and assigns of said LESSEE and said LESSOR. The estate of either party hereto may be assigned in whole or in part but no change of ownership in, land or in the rentals or royalties shall affect the operation of this Lease nor, after it has been furnished with the written transfer or assignment of a certified copy thereof, Regardless of changes of ownership of the said land, the portions into which the leased premises shall be developed and operated as one lease, and there shall be no obligation on LESSEE or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or recording tools.

12. It is hereby agreed that, in the event this lease shall be assigned as an entirety or as to a part or a to parts of the above described lands, LESSEE, and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment as to the part or parts so assigned, and should the holder or owner of the land to any part of the above premises fail or make default in the payment of the proportionate part of the rental due from him or them, or should such holder or owner fail or make default in the payment of the proportionate part of the taxes, expenses or implied, such failure or default shall not operate to defeat or affect this lease insofar as it covers a part or parts of the above premises, and the assignee hereof shall make due payment of said rentals, or otherwise comply with the terms and provisions of this lease. If at any time there be as many as four parties entitled to rentals or royalties, LESSEE may withhold payments thereof unless and until all parties designated, in writing, in a reasonable instrument to be filed of record, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties, and their respective SUCCESSORS, in title.

13. LESSOR may at any time surrender this lease as to all or any part of the above described lands by recording a proper instrument of surrender in the office of said county. Upon surrender as to any part of such lands, the balance of this lease shall continue in full force and effect as to the balance of the lands hereinafter described.

[illegible]

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described land, and, in the event it exercises such option, LESSEE shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying against the amount required in the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted, or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purpose of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. This lease shall not be terminated, in whole or in part, nor shall LESSEE be held liable in damages, for failure to comply with the express or implied covenants hereof, if compliance therewith is prevented by or is contrary to or in conflict with or if such failure is the result of, any Federal or State laws, executive order, rules, or regulations. If, at the end of the Primary Term hereof, such term has not been extended by production or drilling as in this lease provided, and LESSEE, by reason of any of the above recited causes, is unable to drill a well on the leased premises for oil or gas, the Primary Term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delay. During any period that LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

17. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written

WITNESS:

Cyrus F. W. Noland (SEAL)
Cyrus F. W. Noland
Constance O. Noland (SEAL)
Constance O. Noland (SEAL)

Lessor

ACKNOWLEDGMENTS

STATE OF Wyoming

Wyoming—Individual

COUNTY OF Sheridan

SS.

On this 21st day of April

, 1952, before me personally appeared

Cyrus F. W. Noland and Constance O. Noland, his wife,

to me known to be the person 2 described in, and who executed the foregoing instrument, and who acknowledged to me that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal this 21st day of April, 1952.

My Commission Expires:

March 24, 1954

William Skidell

Notary Public

OIL AND GAS LEASE

RECORDED JUNE 25, 1952 BY 64 PG 74

NO. 3404-1 B. B. HUGHES, COUNTY CLERK

THIS AGREEMENT, entered into this 1st day of May, 1952, between
Roy G. Sieweke and Fern D. Sieweke, his wife;
of Sheridan, Wyoming hereinafter called "LESSOR" (whether one or more), and
C. A. Fleetwood, of Casper, Wyoming "LESSEE," does witness:

1. That LESSOR, for and in consideration of a rental of Ten and more/100 - - - - - Dollars (\$ 10.00), paid in advance upon the execution hereof, receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants and agreements hereinafter contained to be paid, kept, and performed by LESSEE, has this day granted, devised, leased, and let, and hereby grants, devises, leases, and lets exclusively unto LESSEE for the purpose of investigating, exploring, and prospecting, by geophysical and other methods, and drilling, mining and operating for and producing oil, gas, casinghead gas, and casinghead gasoline, laying pipe lines, building tanks, structures, power lines, telephone lines, and other structures thereon to find, produce, save, store, treat, transport, and take care of all of such substances, and for housing and boarding employees in its operations on said land or adjacent land, the following described tract of land in Sheridan County, Wyoming to-wit:

Those portions of the Southwest quarter of the Northeast quarter and the Southeast quarter of Section 36, Township 56 North, Range 84 West, and of the Southwest quarter of the Southwest quarter of Section 31, Township 56 North, Range 83 West of the Sixth Principal Meridian, containing 88.74 acres, more or less, described as follows:

Beginning at a point in the West line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 36, 1612 feet South of the North one-fourth corner of said Section 36, thence South on the West line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ and the West line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 36 a distance of 1440 feet to a point; thence East 630 feet to a point; thence South 45 degrees East 500 feet to a point; thence South 6 degrees 30' West 407 feet to a point; thence South 58 degrees 30' West 218 feet to a point; thence South 896 feet to a point; thence South 85 degrees 00' East 896 feet to a point; thence South 16 degrees 00' West 414 feet to a point in the South line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 36; thence East on said South line 1087 feet to the Southeast corner of said Section 36; thence East on the South line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 31 a distance of 340 feet to a point on the West line of said County road; thence North 40 degrees 00' West 1420 feet to a point in the West line of said Road; thence North 26 degrees 45' West 1660 feet to a point in the West line of said Road; thence North 50 degrees 15' West 1700 feet to the point of beginning, said last three courses being along the West side of said County road.

and also, in addition to the above described land, any and all other land owned or claimed by LESSOR in said section, township and range in which the above described land is situated, and adjacent to the above described land.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of Five (5) years from this date (said term being hereinafter referred to as "Primary Term"), and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from the leased premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth part of all oil produced and saved by LESSEE from the leased premises, or, from time to time, at LESSEE'S option, may pay to LESSOR for such one-eighth royalty oil at the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks, LESSOR'S interest, in either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.

4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas only is found and used by LESSEE off the premises, one-eighth of the market value of such gas at the well. If such gas is sold by the LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well. LESSOR is to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at LESSOR'S sole risk and expense.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof.

6. LESSEE has paid rental hereunder to and including the 1st day of May, 1952. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the last mentioned date, LESSEE on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in Bank of Commerce Sheridan, Wyoming Bank,

at Sheridan, Wyoming or its successors (which bank and its successors are LESSOR'S agent and shall continue as the depository for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder), a rental in the sum of Eighty Eight and Seventy Four/100 - - - - - Dollars (\$ 88.74), which shall cover the privilege of deferring commencement of operations for the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in like manner annually of a rental in the same amount, the commencement of operations for the drilling of a well on the leased premises may be further deferred for successive periods of one year each during the Primary Term hereof. All payments or tenders of rental may be made by check or draft of LESSEE, or of any assignee thereof, mailed or delivered to LESSOR, or his assignee, or to said bank on or before such date of payment. If such bank (or any successor bank) shall such payment until thirty (30) days after LESSOR shall deliver to LESSEE a proper recordable instrument naming another bank as agent to receive such payments or tenders. Notwithstanding the death of LESSOR or any successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.

7. If, at any time during the Primary Term hereof, LESSEE shall drill a dry hole on said land when oil or gas is not being produced from the leased premises, or if at any time after the discovery of oil or gas on the leased premises production of oil and gas thereon shall cease during the Primary Term hereof, LESSEE, within twelve (12) months from the expiration of the last rental period for which rental was paid or during which oil or gas was produced or drilling operations were in progress, shall either commence operations for the drilling of another well, resume the production of oil or gas, or commence or resume the payment of rentals in the amount and in the manner above provided. And it is agreed that upon such commencement or resumption of the production of oil or gas, or cause, this lease shall not terminate if LESSEE with due diligence commences operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, this lease shall remain in force so long as such operations are prosecuted with due diligence, and if such operations result in the production of oil, gas, casinghead gas, or casinghead gasoline, so long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said land. If, after the expiration of the Primary Term of this lease, production on the leased premises shall cease from any reason, and this lease shall remain in force so long as such operations are prosecuted with due diligence, and if production results therefrom, then as long as there is oil, gas, casinghead gas, or casinghead gasoline is produced from said premises. For the purposes of this paragraph, it is agreed that operations shall be deemed commenced or prosecuted with due diligence so long as there is no delay or cessation thereof for a greater period than sixty (60) consecutive days.

8. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein, and, in connection therewith, shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment, and inject such substances, as LESSEE may deem necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the leased premises by injecting such brine or other waste substances through its well, or wells, drilled on said premises into any subsurface formations other than the fresh water bearing formations.

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

10. LESSEE shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of others to growing crops theretofore planted on said land. No well shall be drilled deeper than two hundred (200) feet in the house or barn now on said premises without the written consent of LESSOR. LESSEE shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, houses, buildings, and other structures or property placed on said premises, including the right to draw and remove all casing.

11. This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators, successors and assigns of said LESSOR and said LESSEE. The estate of either party herein may be assigned in whole or in part but no change of ownership in the land or in the rentals or royalties shall be binding on LESSEE until after it has been furnished with the written transfer or assignment or a certified copy thereof. Regardless of changes of ownership of the said land, or of portions thereof, the leased premises shall be developed and operated as one lease, and there shall be no obligation on LESSEE or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. It is hereby agreed that, in the event this lease shall be assigned as an entirety or as to a part or as to parts of the above described lands, LESSEE and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment as to the part or parts so assigned, and should the holder or owner of this lease as to any part or parts of the leased premises fail or make default in the payment of the proportionate part of the rental due from him or them, or should such holder or owner fail or make default in any of the covenants, conditions or obligations of this lease, express or implied, such failure or default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which LESSEE or any assignee hereof shall make due payment of said rentals, or otherwise comply with the terms and provisions of this lease. If at any time there be as many as four parties entitled to rentals or royalties, LESSEE may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with LESSEE, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

13. LESSEE may at any time surrender this lease as to all ~~XXXX~~ of the above described lands by recording a proper instrument of surrender in the office of the County Clerk of said county. Upon surrender as to any part of such lands the rental specified above shall be proportionately reduced on an acreage basis and LESSEE shall have reasonable and convenient easements for then existing pipe lines, pole lines and roadways over the lands surrendered for the purpose of continuing operations on lands retained. It is agreed that this lease shall never terminate or be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure exists, and any decree of termination, cancellation or forfeiture shall be in the alternative and shall provide for termination, cancellation or forfeiture unless LESSEE comply with the implied covenants, conditions, or obligations breached within a reasonable time to be determined by the court. In the event LESSOR considers that LESSEE has not complied with all its covenants, conditions or obligations hereunder, both express and implied, LESSOR shall notify LESSEE in writing, setting out specifically in what respects it is claimed that LESSEE has breached this contract, and LESSEE shall not be liable to LESSOR for any damages caused by a breach of any such covenant, condition or obligation, express or implied, accruing more than sixty days prior to the receipt by LESSEE of the aforesaid written notice of such breach. Neither the service of said notice nor the doing of any acts by LESSEE aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that LESSEE has failed to perform all its obligations hereunder.

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and, in the event it exercises such option, LESSEE shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying against the amount required in the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted, or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purpose of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. This lease shall not be terminated, in whole or in part, nor shall LESSEE be held liable in damages, for failure to comply with the express or implied covenants hereof, if compliance therewith is prevented by or is contrary to or in conflict with or if such failure is the result of, any Federal or State laws, executive orders, rules, or regulations. If, at the end of the Primary Term hereof, such term has not been extended by production or drilling as in this lease provided, and LESSEE, by reason of any of the above recited causes, is unable to drill a well on the leased premises for oil or gas, the Primary Term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause. During any period that LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

17. Lessor shall pay all damage to improvements, water holes and irrigations structures on said land.

17. LESSEE is hereby given the right at its option, at any time and from time to time, to pool or unitize for development and operation purposes all or any part or parts of the leased premises or rights therein with any other land (whether United States, State, or privately owned) in the vicinity thereof, or with any leasehold, operating or other rights or interests in such other land. LESSEE shall execute and record in the office of the County Clerk of said county, an instrument identifying the pooled or unitized area. Any well drilled or operations conducted on any part of any lands so pooled or unitized shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the leased premises included in any such pooling or unitization such proportion of the actual production from all lands so pooled or unitized as such portion of the leased premises, computed on an acreage basis, bears to the entire acreage of the lands so pooled or unitized. It is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the leased premises included in such pooling or unitization in the same manner as though produced from such portion of the leased premises under the terms of this lease.

18. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of any homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

WITNESS:

Roy G. Sieweke (SEAL)
Roy G. Sieweke

Fern D. Sieweke (SEAL)
Fern D. Sieweke

Lessor (SEAL)

STATE OF Wyoming

COUNTY OF Sheridan

SS.

Wyoming—Individual

On this 1st day of May

, 1952, before me personally appeared

Roy G. Sieweke and Fern D. Sieweke, his wife,

to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that t they executed the same as their free act and deed.

Given under my hand and seal the day and year in this certificate first above written.

My Commission Expires:

Quito Barnhart
Notary Public

RECORDED JUNE 25, 1952 BY 88 PG 36

OIL AND GAS LEASE

NO. 340442 B. B. HUME, COUNTY CLERK

THIS AGREEMENT, entered into this 22nd day of April, 1952, between

Charles L. Scrutchfield and Bertha M. Scrutchfield, his wife, of 623 Big Horn Avenue,

of Sheridan, Wyoming

C. A. Fleetwood, of Casper, Wyoming

hereinafter called "LESSOR" (whether one or more), and

"LESSEE," does witness:

1. That LESSOR, for and in consideration of a rental of Ten and More/100 Dollars (\$ 10.00), paid in advance upon the execution hereof, receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants and agreements hereinafter contained to be paid, kept, and performed by LESSEE, has this day granted, demised, leased, and let, and hereby grants, demises, leases, and lets exclusively unto the LESSEE for the purpose of investigating, exploring, and prospecting, by geophysical and other methods, and drilling, mining, and operating for and producing oil, gas, casinghead gas, and casinghead gasoline, laying pipe lines, building tanks, stations, power lines, telephone lines and other structures thereon to find, produce, save, store, treat, transport, and take care of all of such substances, and for housing and boarding employees in its operations on said land or adjacent land, the following described tract of land in Sheridan County, Wyoming, to-wit:

Township 56 North, Range 83 West

Section 18: The South 550 feet of the SE 1/4;

and containing 16.666 acres, more or less.

Five (5)

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of five (5) years from this date (said term being hereinafter referred to as "Primary Term"), and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from the leased premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth part of all oil produced and saved by LESSEE from the leased premises, or, from time to time, at LESSEE'S option, may pay to LESSOR for such one-eighth royalty oil the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks, LESSOR'S interest in either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.

4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas only is found and used by LESSEE off the premises, one-eighth of the market value of such gas at the well. If such gas is sold by the LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas. If such gas is sold by the LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas. If such gas is sold by the LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas. If such gas is sold by the LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof.

6. LESSEE has paid rental hereunder to and including the 22nd day of April, 1953. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the last mentioned date, LESSEE on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in Bank of Commerce Bank, at Sheridan, Wyoming, or its successors (which bank and its successors are LESSOR'S agent and shall continue as the depository for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder), a rental in the sum of Sixteen and Sixty Seven/100 Dollars (\$ 16.67), which shall cover the privilege of deferring commencement of operations for the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in like manner amounts of a rental in the same amount, the commencement of operations for the drilling of a well on the leased premises may be further deferred for successive periods of one year during the Primary Term hereof. All payments or tenders of rental may be made by check or draft of LESSEE, or of any assignee thereof, mailed or delivered to LESSOR, or to said bank on or before such date of payment. If such bank (or any successor or bank) shall fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept any payment, LESSEE shall not be held in default for failure to make such payment until thirty (30) days after LESSOR shall deliver to LESSEE a proper recordable instrument naming another bank as agent to receive such payments or tenders. Notwithstanding the death of LESSOR or any successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.

7. If, at any time during the Primary Term hereof, LESSEE shall drill a dry hole on said land when oil or gas is not being produced from the leased premises, or if at any time after the discovery of oil or gas on the leased premises production of oil and gas thereon shall cease during the Primary Term hereof, LESSEE, within twelve (12) months from the expiration of the Primary Term hereof, shall commence operations for the drilling of another well, or resume the production of oil or gas, or commence or resume the payment of rentals in the amount and in the manner above provided. And it is agreed that upon such commencement or resumption of the payment of rentals, paragraph 6 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 at the expiration of the Primary Term oil, gas, casinghead gas, or casinghead gasoline is not being produced on said land but LESSEE has commenced operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, this lease shall remain in force so long as such operations are prosecuted with due diligence, and if such operations result in the production of oil, gas, casinghead gas, or casinghead gasoline, so long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said land. If, after the expiration of the Primary Term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate if LESSEE with due diligence commences operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, and this lease shall remain in force so long as such operations are prosecuted with due diligence, and if production results therefrom, then as long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said premises. For the purposes of this paragraph, it is agreed that operations shall be deemed commenced or prosecuted with due diligence so long as there is no delay or cessation thereof for a greater period than sixty (60) consecutive days.

8. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein, and, in connection therewith, sidetrack necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the fresh water bearing formations. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the fresh water bearing formations. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the fresh water bearing formations.

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

10. LESSEE shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of others to growing crops thereon planted on said land. No well shall be drilled deeper than two hundred (200) feet to the house or barn now on said premises without the written consent of LESSOR. LESSEE shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, houses, buildings, and other structures or property placed on said premises, including the right to draw and remove all casing.

11. This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators, successors and assigns of said LESSOR and said LESSEE. The estate of either party hereto may be assigned in whole or in part but no change of ownership in the land or in the rentals or royalties shall be binding on LESSEE until after it has been furnished with the written transfer on assignment or a certified copy of the deed. Regardless of changes of ownership of the said land, or of portions thereof, the leased premises shall be developed and operated as one lease, and there shall be no obligation on LESSEE or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. It is hereby agreed that, in the event this lease shall be assigned as an entirety or as to a part or as to parts of the above described lands, LESSEE and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment as to the date of the part or parts so assigned, and should the holder or owner of this lease as to any part or parts of the leased premises fail or make default in the payment of the proportionate part of the rental due from him or them, or should such holder or owner fail or make default in any of the covenants, conditions or obligations of this lease, express or implied, such failure or default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which LESSEE, or any parties entitled to rentals or royalties, LESSEE may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with LESSEE, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

13. LESSEE may at any time surrender this lease as to all or any part of the above described lands by recording a proper instrument of surrender in the office of the County Clerk of said county. Upon surrender as to any part of such lands the rental specified above shall be proportionately reduced on an acreage basis and LESSEE shall have reasonable and convenient easements for then existing pipe lines, pole lines and roadways over the lands surrendered for the purpose of continuing operations on lands retained. It is agreed that this lease shall never terminate or be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure exists, and any decree of termination, cancellation or forfeiture shall be in the alternative and shall provide for the termination, cancellation or forfeiture unless LESSEE, LESSEE has not complied with all its covenants, conditions or obligations hereunder, both express and implied, LESSOR shall notify LESSEE in writing, setting out specifically in what respects it is claimed that LESSEE has breached this contract, and LESSEE shall not be liable to LESSOR for any damages caused by breach of any such covenant, condition or obligation, express or implied, accruing more than sixty days prior to the receipt by LESSEE of the aforesaid written notice of such breach. Neither the service of said notice nor the doing of any acts by LESSEE aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that LESSEE has failed to perform all its obligations hereunder.

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and, in the event it exercises such option, LESSEE shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying against the amount required in the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted, or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purpose of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. This lease shall not be terminated, in whole or in part, nor shall LESSEE be held liable in damages, for failure to comply with the express or implied covenants hereof, if compliance therewith is prevented by or is contrary to or in conflict with or if such failure is the result of, any Federal or State laws, executive orders, rules, or regulations. If, at the end of the Primary Term hereof, such term has not been extended by production or drilling as in this lease provided, and hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delay, this lease shall remain in full force and effect.

17. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

WITNESS:

Charles L. Scrutchfield (SEAL)
Charles L. Scrutchfield

Bertha M. Scrutchfield (SEAL)
Bertha M. Scrutchfield

(SEAL)

LESSOR (SEAL)

ACKNOWLEDGMENTS

STATE OF Wyoming }
COUNTY OF Sheridan } SS.

Wyoming—Individual

On this 22nd day of April, 1952, before me personally appeared
Charles L. Scrutchfield and Bertha M. Scrutchfield, his wife

to me known to be the person as described in, and who executed the foregoing instrument, and who acknowledged to me that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal this 22nd day of April, 1952

My Commission Expires:

Guth Barnhart
Notary Public

... ..

Edna E. Haywood, a single woman

of Box 533, Sheridan, Wyoming

C. A. Fleetwood, of Casper, Wyoming

hereinafter called "LESSOR" (whether one or more), and
 "LESSEE," does witness:

1. That LESSOR, for and in consideration of a rental of Ten and Nine/100 Dollars (\$ 10.00)
 advance upon the execution hereof, receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants
 and agreements hereafter contained to be paid, kept and performed by LESSEE, has this day granted, demised, let, sold, let and let and let and grants, conveys, lets, and
 lets exclusively unto LESSEE, for the purpose of investigating, exploring and prospecting, by geophysical and other methods, and drilling, mining and
 operating for and producing oil, gas, coalbed gas, and casinghead fluids, and for the purpose of erecting, constructing, maintaining, repairing and otherwise
 structures thereon to find, produce, save, store, treat, transport, and take care of all of such substances, and for housing and boarding employees in its operations on
 said land or adjacent land, the following described tract of land in Sheridan County, Wyoming

Township 56 North, Range 84 West

Section 36: S $\frac{1}{4}$ SW $\frac{1}{4}$; All that part of the SE $\frac{1}{4}$ and the SW $\frac{1}{4}$ NE $\frac{1}{4}$ lying West of the Park Street-
Prairie Dog County Road;

Township 56 North, Range 83 West

Section 31: All that part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ lying West of the Park Street-Prairie Dog County Road:

Township 55 North, Range 84 West

Section 1: NE $\frac{1}{4}$, except 1 acre of land conveyed to the School District, being 1 square acre in the Southeast corner of the NE $\frac{1}{4}$;

Section 1: All that part of the NW $\frac{1}{4}$ lying North of the right of way line of United States Highway Number 14 and 16, and East of the West 244 feet thereof, except the following described tracts of land:

Tract 1: A tract of Land conveyed to Grover C. Warren by Deed recorded in Book 69 of Deeds, Page 514:

Tract 2: A tract of land conveyed to Harold M. Bennett and Elsie W. Bennett by Deed recorded in Book 75 of Deeds, Page 143;

Tract 3: A tract of land conveyed to Edward V. Donahue and Dora Donahue by Deed recorded in Book 47 of Deeds, Page 57;

Tract 4: A tract of land conveyed to Joe E. Legocki and Doris J. Legocki by Deed recorded in Book 78 of Deeds, Page 475;

Section 1: All that part of the NW 1/4 SE 1/4 lying North of the right of way line of United States Highway Number 14 and 16;

Township 55 North, Range 83 West

Section 6: All that part of the SW 1/4 lying West of the Park Street-Prairie Dog County Road:

Section 6: All that part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ lying West of the Park Street-Prairie Dog County Road:

and also, in addition to the above described land, any and all other land owned or claimed by LESSOR in said section or sections in which the above described land is situated or in adjoining sections, and adjacent to the above described land. 463.99

2. Subject to the other provisions herein contained, this lease shall run for the term of Five (5)

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of Five (5) years from this date (said term being hereinafter referred to as "Primary Term"), and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from the leased premises, or operations are being prosecuted as hereinafter provided.

part of all oil produced and saved by LESSOR from the premises, or, from time to time, at LESSOR's option, may pay to LESSOR for such one-eighth royalty oil the market price for oil of like grade and gravity prevailing at the time the oil is produced, or into the pipe line, or into storage tanks, LESSOR's interest, in either case, shall be one-eighth of the cost of treating the oil to render it marketable pipe line oil.

[illegible]

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof.

14. LESSOR has paid rental hereunder to said including the _____ 26th _____ day of April 19 53 _____
of a well for oil or gas and not commenced on said land on or before the last mentioned date, LESSOR on or before said date shall pay or tender to LESSEE or to
the credit of LESSOR in _____ Denver National _____
the sum of _____ Dollars (\$ _____) as royalty, one- _____

at Denver, Colorado

for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty payments, or its successors (which bank and its successors are LESSOR'S agent and shall continue as the depository

rental in the sum of **Four Hundred Sixty Three and Ninety Nine/100** Dollars (\$ **463.99**), which shall cover the cost of delivering commencement of operations for the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in like manner annually of a rental in the same amount, the commencement to the drilling of a well on the leased premises may be further deferred for successive periods of one year each during the Primary Term hereof. All payments made to the drilling of a well on the leased premises may be further deferred for a period of ninety (90) days after the date of payment, or to his assigns, or to said land, or on or before such date, may be made by check or draft of LESSEE, or of any bank, liquidator or assignee of Lessor, or for any reason fail or refuse to accept any payment, LESSEE shall not be deemed to have failed to make such payment until thirty (30) days after the date of payment, or to LESSEE a proper recordable instrument naming another bank as agent to make binding on the heirs, devisees, executors, and administrators of such person or persons in interest, the payment or tender of rentals in the manner provided above shall be

[illegible]

LESSF shall have the right to pressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein, and, in connection therewith, install in, produce from and/or use such equipment, structures and apparatus, and shall have the right to use the same for the purpose of determining the necessity for producing oil or gas from such formations. LESSF shall also have the right to produce oil or gas from such formations by injecting steam, or other substances, and shall have the right to produce oil or gas from such formations by injecting such lime or other waste substances produced by it in its process of producing oil or gas from such formations. LESSF shall also have the right to produce oil or gas from such formations by injecting such lime or other waste substances produced by it in its process of producing oil or gas from such formations.

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

10. LESSEE shall have the right to sue for and recover from LESSOR the full amount of the royalties and rentals hereunder payable by LESSOR to him.

10. LESSOR shall have the right to use, free of cost, gas, oil and water found on the above described land for its operations thereon, except water from the well of LESSOR required by LESSOR. LESSOR shall bury pipes below plow depth and shall bore for water on the above described land and immediately thereafter shall, without the written consent of LESSOR, LESSOR shall have the right to use the water found on the above described land for its operations thereon, except water from the well of LESSOR required by LESSOR. LESSOR shall have the right to use the water found on the above described land for its operations thereon, except water from the well of LESSOR required by LESSOR. LESSOR shall have the right to use the water found on the above described land for its operations thereon, except water from the well of LESSOR required by LESSOR.

11. This Lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators, successors and assigns of said LESSOR and said LESSEE, and the estate of either party hereto may be assigned in whole or in part but to change of ownership of the land hereof. Regardless of changes of ownership of the said land, or of portions thereof, this Lease has been transferred by the written transfer or assignment of a certified copy of no obligation on LESSOR, or of its assigns to oil and gas wells on separate tracts into which the land covered by this Lease is now or may be hereafter severed by sale, devise, or otherwise, or to furnish separate operating or servicing tanks.

12. It is hereby agreed that, in the event this lease shall be assigned as an entirety or as to a part or as to parts of the above described lands, LESSEE and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment as to the part or parts so assigned, and should the holder or owner of this lease as to any part or parts of the leased premises fail or make default in the payment of the proportionate part of the rental due from him or them, or should such holder or owner fail or make default in any of the covenants, conditions or obligations of this lease, express or implied, such failure or default shall not operate to defect or affect this lease insofar as it covers a part or parts of said land upon which LESSEE or any parties entitled to rental or royalties, LESSEE may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with LESSEE, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

13. LESSEE may at any time surrender this lease as to all or any part of the above described lands by recording a proper instrument of surrender in the office of the **County Clerk** of said county. Upon surrender as to any part of such lands the rental specified above shall be proportionately reduced on an acreage basis and LESSEE shall have reasonable and convenient easements for then existing pipe lines, pole lines and roadways over the lands surrendered for the purpose of continuing operations on lands retained. It is agreed that this lease shall never terminate or be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure exists, and any decree of termination, cancellation or forfeiture shall be in the alternative and shall provide for termination, cancellation or forfeiture unless LESSEE, LESSEE has not complied with all its covenants, conditions or obligations hereunder, both express and implied, Lessor shall notify LESSEE in writing, setting out specifically in what respects it is claimed that LESSEE has breached this contract, and LESSEE shall not be liable to Lessor for any damages caused by a breach of any such covenant, condition or obligation, express or implied, accruing more than sixty days prior to the receipt by LESSEE of the aforesaid written notice of such breach. Neither the service of said notice nor the doing of any acts by LESSEE aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that LESSEE has failed to perform all its obligations hereunder.

14. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and, in the event it exercises such option, LESSEE shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying against the amount required in the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted, or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purpose of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. This lease shall not be terminated, in whole or in part, nor shall LESSEE be held liable in damages, for failure to comply with the express or implied covenants hereof, if compliance therewith is prevented by or is contrary to or in conflict with or if such failure is the result of, any Federal or State laws, executive orders, rules, or regulations. If, at the end of the Primary Term hereof, such term has not been extended by production or drilling as in this lease provided, and LESSEE, by reason of any of the above recited causes, is unable to drill a well on the leased premises for oil or gas, the Primary Term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause. During any period that LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

17. LESSEE is hereby given the right at its option, at any time and from time to time, to pool or unitize for development and operation purposes all or any part or parts of the leased premises or rights therein with any other land (whether United States, State, or privately owned) in the vicinity thereof, or with any leasehold, operating or other rights or interests in such other land. LESSEE shall execute and record in the office of the **County Clerk** of said county, an instrument identifying the pooled or unitized area. Any well drilled or operations conducted on any part of any lands so pooled or unitized shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the leased premises included in any such pooling or unitization such proportion of the actual production from all lands so pooled or unitized as such portion of the leased premises included in any such pooling bears to the entire acreage of the lands so pooled or unitized. It is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the leased premises included in such pooling or unitization in the same manner as though produced from such portion of the leased premises under the terms of this lease.

18. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of any homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

WITNESS:

Edna E. Haywood
Edna E. Haywood (SEAL)

(SEAL)

(SEAL)

(SEAL)
Lessor

STATE OF Wyoming } SS. Wyoming—Individual
COUNTY OF Sheridan }

On this 26th day of April, 1952, before me personally appeared Edna E. Haywood, a single woman

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that She executed the same as her free act and deed.

Given under my hand and seal the day and year in this certificate first above written.

My Commission Expires: Jan 1, 1953

John B. Barnhart
Notary Public

JO. ZIMMERMANN, JR., HUMB. COUNTY CLERK

1. That LESSOR, for and in consideration of a rental of Ten and More/100 ----- Dollars (\$ 10.00), paid in advance upon the execution hereof, receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants and agreements hereinafter contained, to wit: To hold, defend and perform by LESSEE, during the term hereof, and to cause to be so held, defended and performed, unto and exclusively unto LESSEE for the purpose of investigating, exploring, and prospecting, by geophysical and other methods, including drilling, mining, operating for and producing oil, gas, casinghead gas, and casinghead gasoline, laying pipe lines, building tanks, stations, power lines, telephone lines and other structures thereon to find, produce, save, store, treat, transport, and take care of all such substances, and for housing and boarding employees in its operations on said land or adjacent land, the following described tract of land in Sheridan County, Wyoming, to-wit:

Township 55 North, Range 84 West

S-7 M 9-26 N.

and also, in addition to the above described land, any and all other land owned or claimed by LESSOR in said section or sections in which the above described land is situated or in adjoining sections, and adjacent to the above described land. 83.94
Five (5) SEC A.M.M
 2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of ~~ten (10)~~ years from the date said term being hereinafter referred to as "Primary Term" and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from the leased premises, or operations are being prosecuted as hereinafter provided.

6. LESSEE has paid rental hereunder to and including the 15th day of April, 1953. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the last mentioned date, LESSEE on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in Bank of Commerce Bank

rental in the sum of Eighty Three and Ninety Four/100 -- -- -- Dollars (\$ 83.94), which shall cover the privilege of deferring commencement of operations for the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in like manner annually of a rental in the same amount, the commencement of operations for the drilling of a well for the term of the premises may be deferred for successive periods of one year each during the Primary Term hereof. All payments or tenders of rental may be made by check or cash to LESSOR or to any assignee thereof, mailed or delivered to LESSOR, or his assigns, or to said bank on or before such date of payment. If such bank (or any successor bank) shall not be so satisfied or funded by another bank, or for any reason fail or refuse to accept any payment, LESSEE shall not be held in default for failure to make such payment until such time as the bank or banks so designated shall be so satisfied or funded. If the bank or banks so designated shall fail to accept any payments or tenders. Notwithstanding the death of LESSOR or any successor, the interest in the lease shall survive the death of LESSOR and shall be binding on the heirs, devisees, executors, and administrators of such person.

8. or LESSEE shall have the right to pressure fracture, long as there is no delay or cessation thereof for a greater period than thirty (60) consecutive days, shall be privileged to drill and equip such input and recovery wells, erect and maintain such surface facilities, and shall have the right to use, or LESSEE shall have the right to use, such water, brine, or other fluids necessary for representing purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations, or to dispose of such brine or other waste substances through its well, or wells, drilled on said premises into any subsurface formations other than fresh water bearing formations.

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

10. LESSEE shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of LESSOR. When required by LESSOR, LESSEE shall bury pipe lines below plow depth and shall pay for damage directly and immediately caused by its operations to crops, fences, buildings, etc., which shall be drilled nearer than two hundred (200) feet to the house or barn now on said premises. LESSEE shall have the right to remove and dispose of any and all machinery, fixtures, buildings, etc., and other structures or property placed on said premises, including the right to drag and remove all casing.

This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators, successors and assigns of the parties hereto. The estate of either party hereto may be assigned in whole or in part but no change of ownership in the land or in the rentals or royalties shall be binding on LESSEE. LESSEE shall not be bound by any change of ownership in the land or in the rentals or royalties. Regardless of changes of ownership of the said land, or of portions thereof, the leased premises shall be developed and operated as one lease, and there shall be no separate tracts into which the land covered by this lease is now or may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or surveying.

12. It is hereby agreed that, in the event this lease shall be assigned as an entirety or as to a part or as to parts of the above described lands, LESSEE and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment as to the part or parts so assigned, and should the holder or owner of this lease as to any part or parts of the leased premises fail or make default in the payment of the proportionate part of the rental due from him or them, or should such holder or owner fail or make default in any of the covenants, conditions or obligations of this lease to be performed or implied, such failure or default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which LESSEE or any party, entitled to the benefits hereof, may be entitled to a royalty, or otherwise comply with the terms and provisions of this lease. If at any time there be as many as four parties, entitled to the benefits hereof, LESSEE may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with LESSEE, a competent royalty lessee, to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

13. LESSEE may at any time surrender this lease as to all or any part of the above described lands by recording a proper instrument of surrender in the office of the County Clerk of said county. Upon surrender as to any part of the above described lands, the lease shall terminate as to the lands so surrendered.

granted on an acreage basis and LESSEE shall not be bound by said covenants. Upon surrender as to any part of such lands the rental specified above shall be proportionately surrendered for the purpose of continuing operations on lands retained. It is agreed that the lands shall not be cancelled for failure to comply with the covenants in part, in whole or in part of any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure to comply with the implied covenants, cancellation or forfeiture shall be in the alternative and shall provide for termination, cancellation or forfeiture unless LESSEE has not complied with all its covenants, conditions or obligations breached within a reasonable time to be determined by the court. In the event LESSOR considers that a breach of any such covenant, condition or obligation, express or implied, accruing more than sixty days prior to the receipt by LESSEE of the aforesaid written notice, shall constitute a breach of the contract, LESSEE shall not be liable to LESSOR for termination, cancellation or forfeiture of the contract. In the event of an admission or presumption that LESSEE has breached the contract, LESSEE shall not be liable to LESSOR for termination, cancellation or forfeiture of the contract.

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and, in the event it exercises such option, LESSEE shall be subrogated to the rights of any holder of such liens thereof and may reimburse itself by applying against the amount required in the discharge of any such mortgage, tax, or other lien, any funds or proceeds received by LESSOR.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted, or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purpose of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. This lease shall not be terminated, in whole or in part, nor shall LESSEE be held liable in damages, for failure to comply with the express or implied covenants hereof, if compliance therewith is prevented by or is contrary to or in conflict with or if such failure is the result of, any Federal or State laws, executive orders, rules, or regulations. If, at the end of the Primary Term hereof, such term has not been extended by production or drilling as in this lease provided, and if LESSEE, for the reasons stated herein, is unable to drill a well on the leased premises for oil or gas, the Primary Term and the rental provision hereof shall be extended automatically from the end of the Primary Term for a period of one (1) year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delay-in-production cause. During any period that LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

17. LESSEE is hereby given the right at its option, at any time and from time to time, to pool or unitize for development and operation purposes all or any part or parts of the leased premises or rights therein with any other land (whether United States, State, or privately owned) in the vicinity thereof, or with any leasehold, operating or other rights or interests in such other land. LESSEE shall execute and record in the office of the County Clerk of said County, an instrument identifying the pooled or unitized area. Any well drilled or operations conducted on any part of any lands so pooled or unitized shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the leased premises included in any such pooling or unitization such proportion of the actual production from all lands so pooled or unitized as such portion of the leased premises, computed on an acreage basis, bears to the entire acreage of the lands so pooled or unitized. It is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the leased premises included in such pooling or unitization in the same manner as though produced from such portion of the leased premises under the terms of this lease.

18. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of any homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

WITNESS:

S. J. Marsh

(SEAL)

S. J. Marsh

Annie M. Marsh

(SEAL)

Annie M. Marsh

(SEAL)

Lessor

(SEAL)

STATE OF Wyoming

COUNTY OF Sheridan

SS.

Wyoming—Individual

On this 19th day of April, 1952, before me personally appeared S. J. Marsh, one and the same person as Syl Marsh and/or Sylvester Marsh, and Annie M. Marsh, one and the same person as Annie Marsh, his wife to me known to be the person S. described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Given under my hand and seal the day and year in this certificate first above written.

My Commission Expires:

Quetta Barnhart

Notary Public

STATE OF

10. Alfred E. B. Jones, 2001 Clerk

THIS AGREEMENT, entered into this 12th day of May

Joe E. Legocki and Doris J. Legocki, his wife, of Rural Route #1

C. A. Fleetwood, of Casper, Wyoming

hereinafter called "LESSOR" (whether one or more), and
 "LESSEE," does witness:

C. A. Fleetwood, of Casper, Wyoming

Ten and More/100 - - - - - 10.00

1. That LESSOR, for and in consideration of a rental of Ten and More/100 - - - - - Dollars, \$ 10.00, in advance upon the execution hereof, receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants and agreements hereinafter contained to be paid, kept, and performed by LESSEE, he, his day grantee, donee, executor, and all of his heirs, assigns, and assigns, and lets exclusively unto LESSEE, for the purpose of investigating, exploring, and prospecting, by seep hole and other methods, and drilling, mining and operating for and producing oil, gas, casinghead gas, coal, lignite, oil shale, and other minerals, and for the purpose of installing, maintaining, repairing, and operating thereon to find, produce, save, store, treat, transport, and take care of all such substances and for housing and boarding employees in its operations on said land or adjacent land, the following described tract of land in Sheridan County, Wyoming

Section 1: A tract of land situated in the East half of the Northwest quarter of said

Section 1, more particularly described as follows: Commencing at a point 948 feet South and 300 feet East of the Northwest corner of said E¹/₄ NW¹/₄, thence about South 76 degrees 30' East a distance of 1046 feet to a point in the East line of said E¹/₄ NW¹/₄, which point is 1192 feet South of the North line of said Section, thence South on said East line of the E¹/₄ NW¹/₄ of said Section a distance of 1173.5 feet to a point in the North right of way line of United States Highway Numbers 14 and 16; thence Northwesterly along said right of way line a distance of 1193 feet to a point; thence North 835 feet to the point of beginning; except a strip of land 40 feet wide and extending South from the Northwest corner of this tract a distance of 300 feet, along and adjacent to the West line of this tract:

and also, in addition to the above described land, any and all other land owned or claimed by LESSOR in said section or sections in which the above described land is situated or in adjoining sections, and adjacent to the above described land, and containing 23.12 acres, more or less, JE

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of Five (5) years from this date (said term being hereinafter referred to as "Primary Term"), and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from the leased premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth royalty oil market price for oil of like grade and gravity prevailing on the day such oil is produced into the pipe line, or into storage tanks, LESSOR's interest in, either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.

4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas is found and used by LESSEE, as royalty, one-eighth of the market value of such gas at the well. If such gas is sold by the LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well. LESSOR is to have gas free of charge from any gas well on the leased premises, and LESSEE shall have the right to use the house on said land by making his own connections with the well, the use of said gas to be at LESSOR'S sole risk and expense.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof.

6. LESSEE has paid rental hereunder to and including the 12th day of May 19 53. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the last mentioned date, LESSEE on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in Bank of Commerce the sum of _____ Dollars (\$ _____) as royalty, and

at Sheridan, Wyoming or its successors (which bank and its successors are LESSOR'S agent and shall continue as the depository for all rentals and royalty payable hereunder regardless of changes in ownership of said land and the title thereto).

a rental in the sum of Twenty Three and Twelve/100 - - - - - Dollars (\$ 23.12), which shall cover the privilege

[illegible][illegible]

8. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein, and, in connection therewith, shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment, and inject such substances into the well, or causeled premises by injecting such substances. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the fresh water bearing formations, or causeled premises into or through its well, or wells, drilled on said premises into any subsurface formations other than

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

LESSOR. LESSEE shall have the right to use, free of cost, gas, oil and water found on said land for the operation of the well, except water from the wells of others. When required by LESSOR, LESSEE shall bury pipe lines below plow depth and shall pay for damage directly and immediately caused by its operations to the land of LESSOR. No well shall be drilled nearer than two hundred (200) feet to the house or barn now on said premises without the written consent of LESSOR. LESSEE shall not use the land for any purpose other than the use to remove all machinery, fixtures, houses, buildings, and other structures or property placed on said premises, including the right to draw and remove all casing.

successor. This lease and all of the term provisions and covenants hereof shall extend to and be binding on all heirs, assigns, devisees, executors, administrators, land or in the estate of LESSOR and said LESSEE. The estate of either party hereto may be assigned in whole or in part but no change of ownership in the tract. Regardless of changes of ownership of the said land, or of said grantor it has been furnished with the written transfer or assignment or a certified copy of the same to LESSEE; or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided, shall device, or otherwise, shall not be deemed to constitute a change of ownership of the land covered by this lease.

12. It is hereby agreed that, in the event this lease shall be assigned as an entirety or as to a part or as to parts of the above described lands, LESSEE and any subsequent assignee shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment as to the part or parts so assigned, and should the holder of the lease fail to pay to any part or parts of the leased premises fail or make default in the payment of the proportionate part of the rental due from him or them, or should such holder fail to comply with any of the covenants, conditions or obligations of this lease, express or implied, such failure or default shall not operate to defeat or affect this lease insofar as it relates to any part or parts of the land upon which LESSEE or any assignee hereof shall make due payment of said rentals, or otherwise comply with the terms and provisions of this lease. If at any time the land upon which LESSEE or any assignee hereof shall make due payment of said rentals or royalties, LESSEE may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with LESSEE, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

13. LESSEE may at any time surrender this lease as to all or any part of the above described lands by recording a proper instrument of surrender in the office of the _____ County Clerk of said county, _____

[illegible]

STATE OF Wyoming } SS. Wyoming—Individual
COUNTY OF Sheridan
On this 12th day of May, 195 2, before me personally appeared
Joe E. Legocki and Doris J. Legocki, his wife,
to me known to be the person S described in, and who executed the foregoing instrument, and who acknowledged to me that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.
Given under my hand and seal this 12th day of May, 195 2
My Commission Expires: John E. Gussert Notary Public

17. LESSEE is hereby given the right at its option, at any time and from time to time, to pool or unitize for development and operation purposes all or any part or parts of the leased premises or rights therein with any other land (whether United States, State, or privately owned) in the vicinity thereof, or with any land, operating or other rights or interests in such other land. LESSEE shall execute and record in the office of the County Clerk of said County, an instrument identifying the pooled or unitized area. Any well drilled or operations conducted on any part of any lands so pooled or unitized shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the leased premises included in any such pooling or unitization such proportion of the actual production from all lands so pooled or unitized as such portion of the leased premises included in any such pooling bears to the acreage of the lands so pooled or unitized. It is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the leased premises included in such pooling or unitization in the same manner as though produced from such portion of the leased premises under the terms of this lease.

18. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of any homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

WITNESS:

Grover C. Warren (SEAL)

..... (SEAL)

..... (SEAL)

..... (SEAL)
Lessor

STATE OF Wyoming }
COUNTY OF Sheridan } SS.

Wyoming—Individual

On this 12th day of May, 1952, before me personally appeared Grover C. Warren, a single man,

to me known to be the person..... described in and who executed the foregoing instrument, and acknowledged thathe..... executed the same as.....his..... free act and deed.

Given under my hand and seal the day and year in this certificate first above written.

My Commission Expires:

Guth B. Burt
Notary Public

STATE OF.....

... ..

of Sheridan, Wyoming
C. A. Fleetwood, of Casper, Wyoming

C. A. Fleetwood, of Casper, Wyoming

[illegible]

Township 55 North, Range 84 West

Section 1: A tract of land situate in the E¹/₄ NW¹/₄, being more particularly described as follows: Commencing at a point 948 feet South of the Northwest corner of the Northeast quarter of the Northwest quarter of said Section 1, said point being on the West line of said NE¹/₄ NW¹/₄, thence East 300 feet, thence South 83 feet to a point on the North line of the United States Highway Numbers 14 and 16, thence in a Northwesterly direction following the North line of said Highway, a distance of 327 feet to a point on the West line of the Southeast quarter of the Northwest quarter of said Section 1, thence North along the West line of the East half of the Northwest quarter of said Section 1 to the point of beginning:

and also, in addition to the above described land, any and all other land owned or claimed by LESSOR in said section or sections in which the above described land is situated or in adjoining sections, and adjacent to the above described land. 5.22 acres, more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of Five (5) years from this date (said term being hereinafter referred to as "Primary Term"), and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from the leased premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth royalty oil and gas produced and saved by LESSEE from the production of any of its wells which is produced from the leased part of all oil produced and saved by LESSEE from the production of any of its wells, or, from time to time, at LESSEE's option, may pay to LESSOR for such one-eighth royalty oil the market price for oil of like grade and gravity prevailing at the time it is delivered into the pipe line, or into storage tanks, LESSOR's interest, in either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.

4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas only is produced by LESSEE off the premises, one-eighth of the market value of such gas at the well. If such gas is sold by the LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well. LESSOR is to have gas free of charge from the well where gas is produced by LESSEE off the premises and LESSEE shall have the right to make such connections with the well, the use of said gas to be at LESSOR's net risk and expense. LESSEE shall have the right to use and install lights in the principal dwelling house on the premises.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof.

6. LESSEE has paid rental hereunder to and including the 12th day of May 1953. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the last mentioned date, LESSEE on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in The First National Bank of Sheridan the sum of _____ Dollars (\$ _____) as royalty, one-half of the net proceeds derived from the sale thereof.

at Sheridan, Wyoming, or its successors (which bank and its successors are LESSOR's agent and shall continue as the depository for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder), for a rental in the sum of Five and Twenty Two/100 - - - - - Dollars (\$ 22.00).

together in the sum of Five and twenty two/100 Dollars (\$ 5.22), which shall cover the privilege of deferring commencement of operations for the drilling of a well for a period of one year from said date. If, upon the expiration of said term, the payment or tender in like successive periods of one year each covering the Primary Term hereof. All payments or tenders of rental may be made by check or cash to LESSOR, or to any assignee thereof, mailed or delivered to LESSOR, or its assigns, or to said bank on or before such date of payment. If such bank (or any assignee of LESSOR) shall fail, liquidate or be succeeded by another bank, or if any assignee fail or refuse to accept any payment, LESSEE shall not be held in default for failure to make such payment until thirty (30) days after LESSOR shall designate LESSEE a proper recordable instrument naming another bank as agent to receive such payments or tenders. Notwithstanding the death of LESSOR or any successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.

[illegible]

shall be privileged to drill and equip such injection and recovery wells, erect and install such structures and equipment, and use such substances, as LPSSEE, in connection therewith, for such purposes. LPSSEE shall also have the right to dispose of brine or other waste substances produced from such substances, as LPSSEE, on leased premises by injecting such brine or other waste substances through its well, or wells, drilled on said premises into any subsurface formations other than fresh water bearing formations.

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

10. LESSEE shall have the right use, free of cost, gas, oil and water found in the lands to the whole and undivided fee. LESSOR. When required by LESSOR, LESSEE shall bury pipe lines below plow depth and shall not freely and immediately caused by its operations without the written consent of LESSOR. No well shall be drilled nearer than two hundred (200) feet to the existing wells, buildings, houses, buildings, and other structures or property. LESSEE shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures and equipment from the premises.

[illegible]

12. It is hereby agreed that, in the event this lease shall be assigned as an entirety or as to a part or as to parts of the above described lands, LESSEE and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment as to the part or parts so assigned, and should the holder or owner of this lease as to any part or parts of the leased premises fail or make default in the performance of its obligations or implied, such failure or default shall not constitute breach or affect this lease insofar as it covers a part or parts of said land upon which LESSEE has expressed assignee hereof shall make due payment of said rentals, interest and other covenants hereon, provided however that if at any time there be as many as four parties entitled to rentals or royalties, LESSEE may withhold partial payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with LESSEE, a common agent to receive all payments due hereunder and

13. LESSEE may at any time surrender this lease as to all or any part of the above described lands by recording a proper instrument of surrender in the office of the County Clerk.

[illegible]

14. LESSOR hereby warrants and agrees to defend to perform all its obligations hereunder. Lessor shall retain title to the land herein described and agrees that LESSEE, at its option, may pay and discharge by subrogation to the rights of any holder or holders thereof and may reimburse itself by applying against the amount required in the discharge of any such mortgage, lien, or other claim, any royalty or rentals accruing hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted, or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of any engines, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purpose of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

17. The parties, beginning this day as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the Extended exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, at the City of New York, New York, this _____ day of _____, 20____.

$$W(F) \cap F \cong F_2$$

Given under my hand and seal this 12th day of May, 1952
My Commission Expires June 1, 1954 Paul B. Bamhart Notary Public.

RECORDED JUNE 21, 1952 BY CLARENCE H. HARRIS, COUNTY CLERK

OIL AND GAS LEASE

THIS AGREEMENT, entered into this 21st day of April, 1952, by and between Emerson Hanson and Minnie B. Hanson, his wife.

of Sheridan, Wyoming hereinafter called "LESSOR" (whether one or more), and C. A. Fleetwood of Casper, Wyoming, "LESSEE."

WITNESSETH:

1. That LESSOR, for and in consideration of the sum of ten and more dollars (\$10.00), in hand paid, the receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants and agreements hereinafter contained to be paid, kept and performed by LESSEE, has this day granted, demised, leased, and let, and hereby grants, demises, leases and lets, exclusively unto LESSEE for the purpose of investigating, exploring and prospecting by geophysical and other methods, and drilling, mining and operating for and producing oil, gas, casinghead gas, and casinghead gasoline, laying pipe lines, building tanks, stations, powers, power lines, telephone lines and other structures thereon, but not by seismographic exploration upon the ground except with the written consent of LESSOR, to find, produce, save, store, treat, transport, and take care of all such substances, and for housing and boarding employees in its operations on said land, the following

described lands in Sheridan County, Wyoming, to-wit:

TOWNSHIP 57 NORTH, RANGE 83 WEST
Section 23; SE $\frac{1}{4}$

and containing 160 acres, more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of five (5) years from this date (said term being hereinafter referred to as "Primary Term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced in commercial quantities from the leased premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth part of all oil produced and saved by LESSEE from the leased premises, or, from time to time, at LESSEE'S option, may pay to LESSOR for such one-eighth royalty oil the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks, LESSOR'S interest, in either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.

4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas only is found and used by LESSEE off the premises, one-eighth of the market value of such gas at the well. If such gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well. LESSOR shall have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at LESSOR'S sole risk and expense.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof. If gas from a well producing gas only is not sold or used, LESSEE shall pay LESSOR the sum of Fifty (50) Dollars *E. H.*

per well ~~----- Dollars (\$-----)~~ per year, and if such payment is made it will be considered that gas is being produced within the meaning of paragraph 2 hereof. And if such payment is made by LESSEE to LESSOR, LESSEE shall be credited with such payment upon any royalty payments thereafter due LESSOR on account of gas produced from that well. The word "gas" as used herein shall include casinghead gas and casinghead gasoline. *MB*

6. If the drilling of a well for oil or gas, which means the actual penetration of the surface of the ground by a drilling bit, are not commenced on said land on or before the 21st day of April, 1953, LESSEE on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in Bank of Commerce

Bank, at Sheridan, Wyoming, or its successors (which bank and its successors are LESSOR'S agent and shall continue as the depository for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder), a rental in the sum of One Hundred Sixty and

No/100 - - - - - Dollars (\$ 160.00), which shall cover the privilege of

deferring the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in like manner annually of a rental in the same amount, the drilling of a well on the leased premises may be further deferred for successive periods of one year each during the Primary Term hereof. All payments or tenders of rental may be made by check or draft of LESSEE, or of any assignee thereof, mailed or delivered to LESSOR, or his assigns, or to said Bank on or before such date of payment. If such bank (or any successor bank) shall fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept any payment, LESSEE shall not be held in default for failure to make such payment until thirty (30) days after which LESSOR shall deliver to LESSEE a proper recordable instrument naming another bank as agent to receive such payments or tenders. Notwithstanding the death of LESSOR or any successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.

7. If, at any time during the Primary Term hereof, LESSEE shall drill a dry hole on said land when oil or gas is not being produced from the leased premises, or if at any time after the discovery of oil or gas on the leased premises production of oil and gas thereon shall cease during the Primary Term hereof, LESSEE, within sixty (60) days from expiration of the last rental period for which rental was paid or during which oil or gas was produced or drilling was in progress, shall either commence actual drilling of another well, resume the production of oil or gas, or commence or resume the payment of rentals in the amount and in the manner above provided. And it is agreed that upon such commencement or resumption of the payment of rentals, paragraph 6 hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there has been no interruption in the rental payments. If at the expiration of the Primary Term oil, gas, casinghead gas or casinghead gasoline is not being produced on said land but LESSEE has commenced actual operations for repressuring, reworking, drilling, deepening or plugging back a well thereon, this lease shall remain in force so long as such operations are prosecuted with due diligence, and if such operations result in the production of oil, gas, casinghead gas, or casinghead gasoline, so long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said lands. If, after the expiration of the Primary Term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate if LESSEE with due diligence commences operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, and this lease shall remain in force so long as such operations are prosecuted with due diligence, and if production results therefrom, then as long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said premises. For the purposes of this paragraph, it is agreed that operations shall be deemed commenced or prosecuted with due diligence as long as there is no delay or cessation thereof for a period greater than sixty (60) consecutive days.

8. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein, and, in connection therewith, shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment and inject any such substances, as LESSEE considers necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the leased premises by injecting such brine or other waste substances through its well, or wells, drilled on said premises into any subsurface formations other than fresh water bearing formations.

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

10. LESSEE shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of LESSOR or water needed for the irrigation of said lands. When required by LESSOR, LESSEE shall bury pipe lines below plow depth and shall pay for all damage directly and immediately caused by its operations to growing crops theretofore planted on said land and shall promptly and fully repair and restore to their previous condition, as far as practicable and at LESSEE'S expense, all damage to roads, fences, ditches, waterholes, irrigation structures, bridges and other improvements, caused by its operations. No well shall be drilled nearer than fifteen hundred (1500) feet to the main dwelling house on said premises, nor nearer than five hundred (500) feet to any barn thereon, nor nearer than two hundred (200) feet to any other building thereon without the written consent of LESSOR. LESSEE shall have the right to remove at any time during the term of this lease, and shall promptly after the expiration of said term, remove all machinery, fixtures, houses, buildings and other structures or property placed by it on said premises, including the right to draw and remove all casing.

11. This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators, successors and assigns of said LESSOR and said LESSEE. The estate of either party hereto may be assigned in whole or in part, except that LESSEE shall not, without LESSOR'S written consent first had and obtained, assign this lease as to the whole or any part of the leased land, provided, however, that LESSEE may, without such written consent, assign this lease as to the whole or any part of the leased land to (1) a person, firm, or corporation succeeding to substantially all of LESSEE'S oil and gas production business in the State of Wyoming, or to a parent, subsidiary or affiliate of LESSEE, or (2) to person, firm or corporation having a net worth of more than One Million Dollars (\$1,000,000.00). But no change of ownership in the land or in the rentals or royalties shall be binding on LESSEE until after it has been furnished with the written transfer or assignment or a certified copy thereof. Regardless of changes of ownership of the said land, or of portions thereof, the leased premises shall be developed and operated as one lease, and there shall be no obligation on LESSEE or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. It is agreed that, in the event this lease shall be assigned as herein provided, LESSEE and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment. If at any time there be as many as four parties entitled to rentals or royalties, LESSEE may withhold payments thereof unless and until all parties entitled to rents and royalties designate, in writing, in a recordable instrument to be filed with LESSEE, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

13. LESSEE may at any time surrender this lease as to all of the above described lands, but may surrender this lease from time to time as to less than all of said lands only after oil, gas, casinghead gas, or casinghead gasoline, or any of them, is produced on said lands, by recording a proper instrument of surrender in the office of the County Clerk of said County. It is agreed that this lease shall never terminate or be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure exists, and any decree of termination, cancellation or forfeiture shall be in the alternative and shall provide for termination, cancellation or forfeiture unless LESSEE comply with the implied covenants, conditions or obligations breached within a reasonable time to be determined by the Court. In the event LESSOR considers that LESSEE has not complied with its covenants, conditions, or obligations hereunder, both express and implied, LESSOR shall notify LESSEE in writing, setting out specifically in what respects it is claimed that LESSEE has breached this contract, and LESSEE shall not be liable to LESSOR for any damages caused by a breach of any such covenant, condition, or obligation, express or implied, accruing more than sixty (60) days prior to the receipt by LESSEE of the aforesaid notice of such breach. Neither the service of said notice nor the doing of any acts by LESSEE aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that LESSEE has failed to perform all its obligations hereunder.

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages or other liens existing, levied, or assessed on or against the above described lands, and if the event it exercises such option, LESSEE shall be subrogated to the rights of any holder or holders thereof, and may reimburse itself by applying against the amount required in the discharge of any such mortgage, tax, or other lien, any royalty or rental accruing hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purposes of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. Should a well, located within three hundred and thirty (330) feet of any exterior boundary of the above described lands or lands adjacent thereto neither owned nor controlled by LESSOR, produce oil or gas in paying quantities, then unless a well shall have theretofore been drilled or is at the time being drilled by LESSEE within the offset area herein provided, LESSEE shall, within ninety (90) days after such well has been completed and put on continuous production, commence operations on the above described lands for an offset well thereto. Offset wells shall be located within an offset area extending three hundred and thirty (330) feet from the boundary separating the properties and three hundred and thirty (330) feet on each side of a straight line, or projection thereof, extending from the competing well through the nearest point on said boundary.

17. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations applicable to such operations, and this lease shall not be terminated in whole or in part, or LESSEE be held liable in damages, for failure to comply with the terms hereof, if compliance therewith is prevented by or if such failure is the result of, any such Law, Order, Rule or Regulation, or if prevented by an act of God, of the public enemy, labor disputes, inability to obtain material, failure of transportation, or other cause beyond the control of LESSEE. But LESSEE shall indemnify and save harmless LESSOR from and against all liability, laws, expense and attorney fees by reason of the Primary Term hereof, such term has not been exempted with any such Law, Order, Rule or Regulation. If, at the end of the Primary Term hereof, such term has not been extended by production or drilling as in this lease provided, and LESSEE, by reason of any of the above recited causes beyond its control, is unable to drill a well on the leased premises for oil or gas, the Primary Term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause. During any period that LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

E. H.
MATA

18. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said State, insofar as the same may in any way affect the purposes for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed by the parties hereto as of the day and year first above written.

Emerson Hanson (SEAL)

Emerson Hanson (SEAL)

Minnie B. Hanson (SEAL)

Minnie B. Hanson (SEAL)
Lessor

(SEAL)

(SEAL)

Lessee

STATE OF Wyoming }
COUNTY OF Sheridan } ss.

Wyoming—Individual

On this 21st day of April, 19 52, before me personally appeared
Emerson Hanson and Minnie B. Hanson, his wife.

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Given under my hand and seal the day and year in this certificate first above written.

My Commission expires:

March 24, 1954

Milton S. Reddy

Notary Public

STATE OF

COUNTY OF

this

OIL AND GAS LEASE

THIS AGREEMENT, entered into this 15th day of April, 1952, between

George F. Williams and Laura E. Williams, his wife.
Beaver Creek Ranch, Rt. #1

of Sheridan, Wyoming

C. A. Fleetwood of Casper, Wyoming

...hereinafter called "LESSOR" (whether one or more), and

part LESSOR, for and in consideration of a rental of Ten and more.

..... "LESSEE," does witness:

1. That LESSOR, for and in consideration of a rental of Ten and more- Dollars, (\$ 10.00), paid in advance upon execution hereof, receipt of which as full and adequate consideration for all rights granted herein I, hereunto acknowledge, and of the covenants and agreements hereinafter contained to be paid, kept, and performed by LESSEE, has this day granted, demised, leased, and let, and hereunto grants, demises, leases, and lets, exclusively unto LESSEE for the purposes of prospecting, exploring, and investigating, and prospecting, by geophysical and other methods, and drilling, mining, operating for and producing oil, gas, casinghead gas, and casinghead gasoline, laying pipe lines, building tanks, stations, power lines, telephone lines and other structures thereon to find, produce, save, store, treat, transport, and take care of all such substances, and in housing and housing employees in its operations, on said land or adjacent land, the following described tract of land in _____ County, _____ Wyoming.

TOWNSHIP 56 NORTH, RANGE 82 WEST

Section 3; 9

Section 10: $NW\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$, $N\frac{1}{2}S\frac{1}{2}$, $S\frac{1}{2}SW\frac{1}{4}$, $E\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$

Section 11; SW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$

and also, in addition to the above described land, any and all other land owned or claimed by LESSOR in said section or sections in which the above described land is situated or in adjoining sections, and adjacent to the above described land, and containing 1080 acres, more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of Five (5) years from this date (said term being hereinafter referred to as "Primary Term"), and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from the leased premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as provided, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth royalty oil and gas produced and saved by LESSEE from the oil, gas, or other substances, or, from time to time, at LESSEE's option, may pay to LESSOR for such one-eighth royalty oil the market price for oil of like grade and gravity prevailing at the time of payment into the pipe line, or into storage tanks, LESSOR's interest in, either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.

4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas oil is found and used by LESSEE on the premises, one-eighth of the market value of such gas at the well. If such gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well. LESSOR is to have gas free of charge from any gas well owned by LESSEE on the premises, including inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at LESSOR's sole risk and expense.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof.

to LESSOR, LESSOR has paid rental hereunder to and including the 15th day of April, 1953. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the last mentioned date, LESSOR on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in Bank of Commerce

at Sheridan, Wyoming or its successors (which bank and its

for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder),

a rental in the sum of One Thousand Eighty and No/100- - - - - Dollars (\$), which shall cover the privilege of deferring commencement of operations for the drilling of a well for a period of one year from said date.

successive periods of one year each during that term. The commencement of operations for the drilling of a well on the leased premises may be further delayed or assigned therefor, mailed or delivered to LESSOR, or his assignee, by check or draft of LESSEE, or of any bank, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept any payment, LESSEE shall have no liability for failure to make such payments until thirty (30) days after LESSOR shall deliver to LESSEE a proper recordable instrument naming another bank as depository for future payments under this lease. If, however, the death of LESSOR or any successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, administrators, assigns, personal representatives, successors and assigns of LESSOR.

[illegible]

8. LESSEE shall have the right to use the pressure of oil and gas in these lands or cessation thereof for a greater period than sixty (60) consecutive days, shall be privileged to drill and equip such input and recovery wells, erect and install such surface structures, and use such lands for such purposes as may be necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the fresh water bearing formations.

9. In case LESSOR owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals (

12. LENSEE shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of LESSOR, and shall pay for damage directly and immediately caused by its operations to growing crops thereon. If the operations of LESSOR on said premises are such that the operations of LENSEE thereon will be materially interfered with during or after the expiration of the term of this lease, it is hereby agreed that LENSEE shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of LESSOR, and shall pay for damage directly and immediately caused by its operations to growing crops thereon.

11. This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators and assigns of said LESSOR and said LESSEE. The estate of either party hereto may be assigned in whole or in part but no change of ownership in the land or in the rentals or royalties shall be binding on LESSEE until after it has been furnished with the written transfer or assignment or a certified copy of the same. In the event of a change of ownership of the said land, or of portions thereof, the leased premises shall be developed and operated as one lease, and there shall be no obligation on LESSEE to adjust the acreage into which the land covered by this lease is now or may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. It is hereby agreed that, in the event this lease shall be assigned as an entirety or as to a part or as to parts of the above described lands, LESSEE and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment as to the portion or portions so assigned, and should he fail or omit to pay the rental due thereon, or should he fail or make default in making such payments, or should he fail or make default in performing any other obligations hereunder, the covenants, conditions and warranties herein implied, such failure or default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which LESSEE or any assignee hereof shall make due payment of said rentals, or otherwise comply with the terms and provisions of this lease. If at any time there be any arrearages accrued to the lessors or royalties, LESSEE may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to the effect that the lessors, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors, in title.

13. LESSEE may at any time surrender this lease as to all or any part of the above described lands by recording a proper instrument of surrender in the office

County Clerk of said county. Upon surrender as to any part of such lands the rental specified above shall be proportionately divided on an acreage basis and LESSEE shall have reasonable and convenient easements for their existing pipe lines, power lines and roads over the lands surrendered for the purpose of continuing operations on lands retained. It is agreed that this lease shall never terminate or be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure exists, and that the termination of this lease shall be based on a finding of breach of any of the implied covenants, conditions or obligations breached within a reasonable time to be determined by the court. In the event LESSOR considers that LESSEE has not complied with all its covenants, conditions or obligations hereunder, both express and implied, LESSOR shall notify LESSEE in writing, setting forth specifically in its notice the nature of the breach of any of the implied covenants, conditions or obligations hereunder. If the breach of any such covenant, condition or obligation, express or implied, occurring more than sixty days prior to the receipt by LESSEE of the aforesaid notification of such breach. Neither the service of said notice nor the doing of any acts by LESSEE aimed to meet all or any of the alleged breaches shall be deemed a breach of any of the implied covenants, conditions or obligations hereunder.

4. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes or other charges, including, but not limited to, taxes, assessments, and liens, against the above described lands, and, in the event of success and after, LESSEE shall subrogate to the right of any holder or holders thereof and may reimburse itself by applying against the amount required in the discharge of any such mortgage, tax, or other lien, any royalty or rentals accrued hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted, or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purpose of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. This lease shall not be terminated, in whole or in part, nor shall LESSEE be held liable in damages, for failure to comply with the express or implied covenants hereof, if compliance therewith is prevented by or is contrary to or in conflict with or if such failure is the result of, any Federal or State laws, executive orders, rules, or regulations. If, at the end of the Primary Term hereof, such term has not been extended by production or drilling as in this lease provided for, and LESSEE, by reason of any of the above recited causes, is unable to drill a well on the leased premises for oil or gas, the Primary Term and the extended period of the lease shall be extended automatically from year to year until the first anniversary of the occurrence of the event causing the non-producing condition. During such extension, LESSEE shall be unable to produce and/or market any products from the leased premises by reason of any of the above recited causes.

17. This lease shall remain in full force and effect.

17. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

Paragraph #18

In the event Lessee shall desire to abandon any well drilled by it upon the above described land, and such well is capable of producing water, it shall give Lessors Ten (10) days written notice of such contemplated abandonment, and Lessors may, at their option, within said Ten (10) Days period, elect to take over said well, including casing, tubing, sucker rods and battery jacks, upon paying Lessee the original cost of such casing, tubing, and materials. In such event, Lessors shall indemnify and hold Lessee free and harmless from any subsequent failure by Lessors to properly plug and abandon such well.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

WITNESS:

George F. Williams
George F. Williams
Laura E. Williams
Laura E. Williams

(SEAL)

(SEAL)

(SEAL)

ACKNOWLEDGMENTS

STATE OF Wyoming

Wyoming—Individual

COUNTY OF Sheridan

SS.

On this 15th day of April, 1952, before me personally appeared

George F. Williams and Laura E. Williams, his wife.

to me known to be the person and described in, and who executed the foregoing instrument, and who acknowledged to me that the Y executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal this 15th day of April, 1952.

My Commission Expires:

John A. [Signature]
Notary Public

....., of Sheridan, Wyoming

C. A. Fleetwood, Casper, Wyoming

hereinafter called "LESSOR" (whether one or more), and
 "LESSEE" does witness:

[illegible]

Township 57 North, Range 83 West

Section 13: SE₄SW₄

Section 14: SW, SE

Section 23: N.NE. & SE.NE.

Section 24: E-NW 1/4 & SW-NW 1/4

Section 24: E 1/4 NW 1 & SW 1/4 NW 1 and containing 320.00 acres, more or less, and also, in addition to the above described land, any and all other land owned or claimed by the State of North Dakota and section or sections in which the above described land is situated as in adjoining section and adjacent to the above described land.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of 2 (two) years from this date (said term being hereinafter referred to as "Primary Term"), and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from the leased premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line from the well proposed and subject to the terms of the option, from time to time, at LESSEE'S option, may pay to LESSOR for one-catch royalty oil the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks, LESSOR'S interest, in either case, for bar, ownership, of the cost of treating the oil to render it marketable near line oil.

4. LESSIE shall pay LESSOR, as royalty, for gas from the leased premises only if and as much as LESSIE shall find and use for the purposes of the lease. LESSIE shall not be obligated to pay LESSOR, as royalty, one-eighth (1/8) of the net proceeds derived from the sale of such gas, unless LESSIE shall have been granted a leasehold interest in the leased premises by the LESSOR, as royalty, one-eighth (1/8) of the net proceeds derived from the sale of such gas as to the well. LESSOR is to have no free-of-charge from any gas well on the leased premises for stores and tools logs in the permitted drilling house, on said land, be making his own connections with the well, the use of said gas to be at LESSOR's sole risk and expense.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof.

6. LESSEE has paid rental hereunder to and including the 15th day of April, 1953. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the last mentioned date, LESSEE on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in The First National Bank the sum of no money Dollars (\$ 0.00), and if operations for the drilling of a well for oil or gas are not commenced on said land on or before the last mentioned date, LESSEE shall pay or tender to LESSOR or to the credit of LESSOR in The First National Bank the sum of no money Dollars (\$ 0.00).

at Buffalo, Wyoming, or its successors (which bank and its successors are LESSOR'S agent and shall continue as the depository

a rental in the sum of Three Hundred Twenty and No/100- - - - - Dollars (\$ 320.00), which shall cover the privilege

of deferring commencement of operations for the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in like manner annually of a rental in the same amount, the commencement of operations for the drilling of a well on the leased premises may be further deferred for successive periods of one year each during the Primary Term hereof. All payments or tenders of rental may be made by check or draft of LESSEE, or of any assignee thereof, mailed to LESSOR, or by deposit with the Federal Reserve Bank of New York, New York, or with any other bank or financial institution, or by cash, or by any other method, or by any combination of the foregoing, and, if not so paid, accepted by another bank, or for any reason fail or refuse to accept any payment, LESSEE shall not be held in default for failure to make such payment until thirty (30) days after LESSOR shall deliver to LESSEE a proper recordable instrument naming another bank as agent to receive such payments or tenders. Notwithstanding the death of LESSOR or any change of interest, the payment or tender of rental in the manner provided above shall be deemed to have been made to the surviving or continuing interest of LESSOR.

[illegible]

shall be privileged to drill and equip such well, and install such structures and equipment, and inject such substances, as LESSEE considers necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced here in its operations, and to dispose of such brine or other waste substances through its well, or wells, drilled on said premises into any subsurface formations other than the formation from which the oil or gas is produced.

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

[illegible]

11. This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators, successors and assigns of said LESSOR and said LESSEE, and either party hereto may be assigned in whole or in part but no change of ownership in the land or in the entirety of the land shall constitute a breach of this lease. If at any time after the date hereof it has been furnished with the written transfer or assignment of a certified copy of the deed of conveyance of the land covered by this lease to the LESSEE, then the lease shall be deemed to have been assigned to the LESSEE and there shall be no obligation on LESSEE or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. It is hereby agreed that, in the event this lease shall be assigned as an entirety or as to a part or as to parts of the above described lands, LESSEE and any subsequent assignee shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment as to the part or parts so assigned, and should the holder or owner of this lease as to any part or parts of the leased premises fail or make default in the payment of the rent or any part of the rental due from him or them, or should such holder or owner fail or make default in any of the covenants, conditions or obligations of this lease, express or implied, such failure or default shall not operate to defeat or impair the right of the holder or owner of any part or parts of said land upon which LESSEE or any assignee hereof shall make due payment of said rentals, and LESSEE shall not otherwise comply with the terms and provisions of this lease. If at any time there be as many as four parties or more who are jointly and severally bound to LESSEE, then and in that event, LESSEE may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with LESSEE, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

11. LESSEE may at any time surrender this lease as to all or any part of the above described lands by recording a proper instrument of surrender in the office of the County Clerk of said county. Upon surrender as to any part of such lands the rental specified above shall be proportionately reduced to the balance of the term of this lease, and shall be paid in advance, beginning on the first day of the month next following the date of the recording of the instrument of surrender.

reduced on a pro rata basis and LESSEE shall have reasonable and convenient easements for gas existing pipe lines, pole lines and roadways over the lands retained by LESSOR. LESSOR shall not be liable for any damages or costs incurred by LESSEE in connection with the exercise of any of the easements hereunder. LESSEE shall be deemed to have accepted the terms and conditions of this Lease, and shall be deemed to have agreed that such failure exists, in whole or in part any of its implied covenants, conditions or obligations and it shall have no right to terminate, cancel or forfeit this Lease, or to demand compensation for termination, cancellation or forfeiture unless LESSEE complies with the implied covenants, conditions or obligations hereunder. In the event LESSOR considers that LESSEE has breached this Lease, or any of its implied covenants, conditions or obligations hereunder, both express and implied, LESSOR shall notify LESSEE in writing, and LESSEE shall have the right to cure such breach within a reasonable time to be determined by the court. In the event LESSOR considers that LESSEE has breached this Lease, or any of its implied covenants, conditions or obligations hereunder, both express and implied, LESSOR shall notify LESSEE in writing, and LESSEE shall not be liable for any damages or costs incurred by LESSOR in connection with the exercise of any of the implied covenants, conditions or obligations hereunder, except by LESSEE of the aforesaid written notice of such breach. Neither the service of said notice, nor the doing of any acts by LESSEE aimed to meet all or any of the alleged breaches shall be deemed notice of such breach. The service of said notice shall not constitute a breach of any of the implied covenants, conditions or obligations hereunder.

an admission or presumption that LESSEE has failed to perform an obligation.

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed against the above described lands, and, in the event it exercises such option, LESSEE shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying against the amount required in the discharge of any such mortgage or other lien, any proceeds from any sale or rentals accruing hereunder.


15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted, or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purpose of or in connection with the storage, production or transportation of oil, gas, coal, or other mineral substances, or for the storage or production of oil and/or gas produced therefrom.

16. This lease shall not be terminated, in whole or in part, nor shall LESSEE be held liable in damages, for failure to comply with the express or implied cove-

[illegible]

17. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

WITNESS:  (SEAL)

WITNESS: _____
Ed L. Taylor

DA L. 12, 101 8

(SEAL)

[illegible]

Dora V. Taylor (SEAL)

Dora V. Taylor

.....(SEAL)

100

ACKNOWLEDGMENTS

STATE OF Wyoming }
COUNTY OF Sheridan } SS.

Wyoming—Individual

On this 15th day of April, 1952, before me personally appeared
Ed L. Taylor and Dora V. Taylor, his wife

to me known to be the person Ed described in, and who executed the foregoing instrument, and who acknowledged to me that the y executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal this 15th day of April, 1952

My Commission Expires:

My Commission Expires Oct. 20, 1953

Notary Public

RECORDED JUNE 25, 1952 BY 88 PG 55 OIL AND GAS LEASE NO. 340-451 B. P. HUME, COUNTY OF TETON

THIS AGREEMENT, entered into this 14th day of April, 1952, between

Theodore J. Ostrom, a single man.

Myarno, Wyoming

C. A. Fleetwood of Casper, Wyoming

hereinafter called "LESSOR" (whether one or more), and "LESSEE," does witness:

1. That LESSOR, for and in consideration of a rental of Ten and more Dollars (\$ 10.00), paid in advance upon the execution hereof, receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants and agreements hereinafter contained to be paid, kept, and performed by LESSEE, has this day granted, demised, leased, and let, and hereby grants, demises, leases, and lets exclusively unto LESSEE for the purpose of investigating, exploring and prospecting, by geophysical and other methods, and drilling, mining and operating for and producing oil, gas, casinghead gas, and casinghead gasoline, laying pipe lines, building tanks, stations, power lines, telephone lines and other structures thereon to find, produce, save, store, treat, transport, and take care of all of such substances, and for housing and boarding employees in its operations on said land or adjacent land, the following described tract of land in Sheridan County, Wyoming to-wit:

TOWNSHIP 57 NORTH, RANGE 82 WEST
Section 35; 8E & 9E

and also, in addition to the above described land, any and all other land owned or claimed by LESSOR in said section or sections in which the above described land is situated or in adjoining sections, and adjacent to the above described land.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of Five (5) Years from this date (said term being hereinafter referred to as "Primary Term"), and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from the leased premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth part of all oil produced and saved by LESSEE from the leased premises, or, from time to time, at LESSEE'S option, may pay to LESSOR for such one-eighth royalty oil of the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks, LESSOR'S interest, in either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.

4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas only is found and used by LESSEE off the premises, one-eighth of the market value of such gas at the well. If such gas is sold by the LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well. LESSOR is to have gas free of charge from any gas well on the leased premises, including storage and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at LESSOR'S sole risk and expense.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof.

6. LESSEE has paid rental hereunder to and including the 14th day of April, 1952. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the last mentioned date, LESSEE on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in The First National Bank of Sheridan Bank, Sheridan, Wyoming or its successors (which bank and its successors are LESSOR'S agent and shall continue as the depository for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder),

a rental in the sum of Four Hundred and No/100 Dollars (\$ 400.00), which shall cover the privilege of deferring commencement of operations for the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in like manner annually of a rental in the same amount, the commencement of operations for the drilling of a well on the leased premises may be further deferred for successive periods of one year each during the Primary Term hereof. All payments or tenders of rental may be made by check or draft of LESSEE, or of any assignee thereof, mailed or delivered to LESSOR, or his assigns, or to said bank on or before such date of payment. If such bank (or any successor or bank) shall fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept any payment, LESSEE shall not be held in default for failure to make such payment until thirty (30) days after LESSOR shall deliver to LESSEE a proper recordable instrument naming another bank as agent to receive such payments or tenders. Notwithstanding the death of LESSOR or any successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.

7. If, at any time during the Primary Term hereof, LESSEE shall drill a dry hole on said land when oil or gas is not being produced from the leased premises, or if at any time after the discovery of oil or gas on the leased premises production of oil and gas thereon shall cease during the Primary Term hereof, LESSEE, within twelve (12) months from the expiration of the last rental period for which rental was paid or during which oil or gas was produced or drilling operations were in progress, shall either commence operations for the drilling of another well, resume the production of oil or gas, or commence or resume the payment of rentals in the amount and in the manner above provided. And it is agreed that upon such commencement or resumption of the payment of rentals, paragraph 6 hereof, governing the payment of rental and the effect thereof shall continue in force just as though there had been no interruption in the rental payments. If at the expiration of the Primary Term oil, gas, casinghead gas or casinghead gasoline is not being produced on said land but LESSEE has commenced operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, this lease shall remain in force so long as such operations are prosecuted with due diligence, and if such operations result in the production of oil, gas, casinghead gas, or casinghead gasoline, so long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said land. If, after the expiration of the Primary Term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate if LESSEE with due diligence commences operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, and this lease shall remain in force so long as such operations are prosecuted with due diligence, and if production results therefrom, then as long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said premises. For the purposes of this paragraph, it is agreed that operations shall be deemed commenced or prosecuted with due diligence so long as there is no delay or cessation thereof for a greater period than sixty (60) consecutive days.

8. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein, and in connection therewith, shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment, and inject such substances, as LESSEE considers necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the leased premises by injecting such brine or other waste substances through its well, or wells, drilled on said premises into any subsurface formations other than fresh water bearing formations.

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

10. LESSEE shall have the right to free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of LESSOR. When required by LESSOR, LESSEE shall bury pipe lines below plow depth and shall pay for damage directly and immediately caused by its operations to growing crops theretofore planted on said land. No well shall be drilled nearer than two hundred (200) feet to the house or barn now on said premises without the written consent of LESSOR. LESSEE shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, houses, buildings, and other structures or property placed on said premises, including the right to draw and remove all casing.

11. This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators, successors and assigns of said LESSOR and said LESSEE. The estate of either party hereto may be assigned in whole or in part but no change of ownership in the land or in the rentals or royalties shall be binding on LESSEE until after it has been furnished with the written transfer or assignment or a certified copy thereof. Regardless of changes of ownership of the said land, or of portions thereof, the leased premises shall be developed and operated as one lease, and there shall be no obligation on LESSEE or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. It is hereby agreed that, in the event this lease shall be assigned as an entirety or as to a part or as to parts of the above described lands, LESSEE and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment as to the part or parts so assigned, and should the holder or owner of this lease as to any part or parts of the leased premises fail or make default in the payment of the proportionate part of the rental due from him or them, or should such holder or owner fail or make default in any of the covenants, conditions or obligations of this lease, express or implied, such failure or default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which LESSEE or any assignee hereof shall make due payment of said rentals, or otherwise comply with the terms and provisions of this lease. If at any time there be as many as four parties entitled to rentals or royalties, LESSEE may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with LESSEE, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

13. LESSEE may at any time surrender this lease as to all or any part of the above described lands by recording a proper instrument of surrender in the office of the County Clerk of said county. Upon surrender as to any part of such lands the rental specified above shall be proportionately reduced on an acreage basis and LESSEE shall have reasonable and convenient easements for then existing pipe lines, pole lines and roadways over the lands surrendered for the purpose of continuing operations on lands retained. It is agreed that this lease shall never terminate or be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure exists, and any decree of termination, cancellation or forfeiture shall be in the alternative and shall provide for termination, cancellation or forfeiture unless LESSEE complies with the implied covenants, conditions, or obligations breached within a reasonable time to be determined by the court. In the event LESSOR considers that LESSEE has not complied with all its covenants, conditions or obligations hereunder, both express and implied, LESSOR shall notify LESSEE in writing, setting out specifically in what respects it is claimed that LESSEE has breached this contract, and LESSEE shall not be liable to LESSOR for any damages caused by a breach of any such covenant, condition or obligation, express or implied, accruing more than sixty days prior to the receipt by LESSEE of the aforesaid written notice of such breach. Neither the service of said notice nor the doing of any acts by LESSEE aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that LESSEE has failed to perform all its obligations hereunder.

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and, in the event it exercises such option, LESSEE shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying against the amount required in the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted, or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purpose of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. This lease shall not be terminated, in whole or in part, nor shall LESSEE be held liable in damages, for failure to comply with the express or implied covenants hereof, if compliance therewith is prevented by or is contrary to or in conflict with any Federal or State laws, executive orders, rules, or regulations. If, at the end of the Primary Term hereof, such term has not been extended by production or drilling as in this lease provided, and LESSEE, by reason of any of the above recited causes, is unable to drill a well on the leased premises for oil or gas, the Primary Term and the rental provisions hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delay-causing cause. During any period that LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

17. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

WITNESS:

Theodore J. Ostrom (SEAL)
Theodore J. Ostrom (SEAL)

LESSOR

ACKNOWLEDGMENTS

STATE OF Wyoming

Wyoming—Individual

COUNTY OF Sheridan

SS.

On this 14th day of April, 195 2, before me personally appeared

Theodore J. Ostrom, a single man

to me known to be the person described in, and who executed the foregoing instrument, and who acknowledged to me that he executed the same as his free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal this 14th day of April, 195 2

My Commission Expires:

My Commission Expires Dec. 12, 1954

Notary Public



RECORDED JUNE 27, 1952 BY 12 PG 57 OIL AND GAS LEASE. 340452 H. P. HUMB, COUNTY CLERK

THIS AGREEMENT, entered into this 15th day of April, 1952, between
Ira W. Nash, a Widower

of Box 1267, Sherdian, Wyoming hereinafter called "LESSOR" (whether one or more), and
C. A. Fleetwood of Casper, Wyoming "LESSEE" does witness.

1. That LESSOR, for and in consideration of a rental of Ten and more Dollars (\$ 10.00), paid in advance upon the execution hereof, receipts of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants and agreements hereinafter contained to be paid, kept, and performed by LESSEE, has this day granted, demise, leased, and let, and hereby grants, demise, leases, and lets exclusively unto LESSEE for the purpose of investigating, exploring, and prospecting, by geophysical and other methods, and drilling, mining and testing for and producing oil, gas, coal, and other minerals, and for the purpose of erecting, installing, maintaining, and operating gas, oil, and electric lines, telephone lines and other structures thereon to find, produce, save, store, treat, transport, and take care of all such substances, and for housing and boarding employees in its operations on said land or adjacent land, the following described tract of land in Sheridan County, Wyoming

TOWNSHIP 57 NORTH, RANGE 82 WEST
Section 28 : NW $\frac{1}{4}$

and containing 160 acres, more or less, and also, in addition to the above described land, any and all other land owned or claimed by LESSOR in said section or sections in which the above described land is situated or in adjoining sections, and adjacent to the above described land. Five (5)

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of years from this date (said term hereinafter referred to as "Primary Term"), and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from the leased premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth part of all oil produced and saved by LESSEE from the leased premises, or, from time to time, at LESSEE's option, may pay to LESSOR for such one-eighth royalty oil the market price at the well of like grade and quality prevailing on the day such oil is run into the pipe line, or into storage tanks, LESSOR's interest, in either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.

4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas only is found and used by LESSEE of the premises, one-eighth of the market value of such gas at the well. If such gas is sold by the LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well. LESSOR is to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at LESSOR's sole risk and expense.

LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of such gas at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof.

1544. 8 and 1. 57

to the credit of LESSOR in _____ Bank.

at Sheridan, Wyoming, or its successors (which bank and its successors are LESSOR'S agent and shall continue as the depository for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder),
One Hundred Thirty and No/100 160.00

a rental in the sum of One Hundred Sixty and No/100- - - - - Dollars (\$ 160.00), which shall cover the privilege of determining commencement of operations for the drilling of a well for a period of one (1) year, commencing on the date of the signing of this lease, and shall include the cost of the drilling of the well and the leasehold premises may be further activated for successive periods of one year each during the Primary Term hereof. All payments or tenders of rental may be made by check or draft of LESSEE, or of any assignee thereof, mailed or delivered to LESSOR, or his assigns, or to said bank on or before said date of payment. If such bank for any reason fails to make such payment, it shall be the duty of LESSEE to make such payment, and if such bank for any reason fails to make such payment, LESSEE shall be held in default for failure to make such payment until thirty (30) days after LESSOR shall deliver to LESSEE a proper recordable instrument naming another bank as agent to receive such payments. Notwithstanding the foregoing, if for any reason the bank named in this lease is unable to accept payments in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

[illegible]

8. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein, and, in connection therewith, shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment, and inject such substances, as LESSEE considers necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the leased premises by injecting such brine or other waste substances through its well, or wells, drilled on said premises into any subsurface formations other than fresh water bearing formations.

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

LESSOR provided LESSOR shall not be liable for the cost of any water, gas, oil or other substances produced from the land, and shall be free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of LESSOR. When required by LESSOR, LESSEE shall bury pipe lines below plow depth and shall pay for damage directly and immediately caused by its operations to growing crops thereon planted on said land. No well shall be drilled nearer than two hundred (200) feet to the House or barn or other structure on the premises without the written consent of the owner of the premises. The owner of the premises shall have the right to remove all machinery, structures, buildings and other articles or property placed on said premises, including the right to draw and remove all casing.

11. This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators, successors and assigns of said LESSOR and said LESSEE, and either party hereto may be assigned in whole or in part but no change of ownership in the land or in the interests therein shall bind or LESSEE until after it has been furnished with the written transfer or assignment or a certified copy thereof. Regardless of changes of ownership of the said land, or of portions thereof, the leased premises shall be developed and operated as one lease, and there shall be no obligation on LESSEE or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. It is hereby agreed that, in the event this lease shall be assigned as an entirety or as to a part or as to parts of the above described lands, LESSEE and any and all successors, assignors and assigns, shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment as to the part or parts so assigned, and should the holder or owner of this lease as to any part or parts of the leased premises fail or make default in the payment of the pro rata portion of the rental due from him or them, or should such holder or owner fail or make default in any of the covenants, conditions or agreements herein contained upon which LESSEE or any or implied, such failure or default shall not operate to defeat or affect this lease insofar as it covers the other parts of the leased premises, and the provisions of this lease. If at any time there be as many as four assignees hereof shall make due payment of said rentals, and other covenants and conditions herein contained, then this lease shall be deemed to be in full force and effect as to all parties entitled to rentals and other benefits, and shall not be voided by any failure or default of any one or more of the parties herein named withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with LESSEE, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

13. LESSEE may at any time surrender this lease as to all or any part of the above described lands by recording a proper instrument of surrender in the office of the County Clerk of said county. Upon surrender as to any part of such lands the rental specified above shall be proportionately reduced for the time that such lands are not being drilled, hole lines, and roadways over the lands.

[illegible]

an admission or presumption that LESSEE has failed to perform the obligations herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages, or other liens, or any or all of them, and on or against the above described lands, and, in the event it exercises such option, LESSEE shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying against the amount required in the discharge of any such mortgage, lien, or other claim, any royalty or rentals accruing hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted, or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purpose of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. This lease shall not be terminated, in whole or in part, nor shall LESSEE be held liable in damages, for failure to comply with the express or implied covenants hereunder, unless such failure is prevented by or is contrary to or in conflict with or if such failure is the result of any Federal or State law, regulation, order, rule, or regulation. If, at the end of the Primary Term hereof, such term has not been extended by production of oil or gas, the Primary Term and the rental provision hereof, by reason of any of the above recited causes, is unable to be extended for a period of one year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause. During any period that LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

17. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN W
WITNESS:

Ira W. Nash

(CS:AB)

(51.11.1)

(SPEAK)

(SY-A1)

Lesson

ACKNOWLEDGMENTS

STATE OF Wyoming

Wyoming—Individual

COUNTY OF Sheridan

SS.

On this 15th day of April, 1952, before me personally appeared
Ira W. Nash, a Widower

to me known to be the person..... described in, and who executed the foregoing instrument, and who acknowledged to me that..... he..... executed the same as his..... free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal this 15th day of April, 1952.
My Commission Expires: February 7, 1957

Notary Public

OIL AND GAS LEASE

THIS AGREEMENT, entered into this 14th day of April, 1952, between
Fred L. Richardson and Lois V. Richardson, his wife

of Sheridan, Wyoming hereinafter called "LESSOR" (whether one or more), and
G. A. Fleetwood of Casper, Wyoming "LESSEE" does witness:

1. That LESSOR, for and in consideration of a rental of Ten and No/100 - - - - - Dollars (\$ 10.00), paid in advance upon the execution hereof, receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants and agreements hereinafter contained to be paid, kept, and performed by LESSEE, has this day granted, conveyed, leased, and let and hereby grants, conveys, leases, and lets exclusively unto LESSEE for the purpose of investigating, exploring, and prospecting, by geophysical and other methods, and drilling, mining and operating for and producing oil, gas, casinghead gas, and casinghead gasoline, laying pipe lines, building tanks, stations, power lines, telephone lines and other structures thereon to find, produce, save, store, treat, transport, and take care of all of such substances, and for locating and employing employees in its operations on said land or adjacent land, the following described tract of land in Sheridan County, Wyoming to-wit:

Township 56 North Range 82 West

Section 1: W. SW.

Section 2: Lots 3 & 4 & S. NW. & S.

Section 3: Lots 1 & 2 & S. NE.

and containing 713.49 acres, more or less, in addition to the above described land, any and all other land owned or claimed by LESSOR in said section or sections in which the above described land is situated or in adjoining sections, and adjacent to the above described land.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of Five (5) Years from the date of this lease (said term being hereinafter referred to as "Primary Term"), and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from the leased premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth part of all oil produced and saved by LESSEE from the leased premises, or from time to time, at LESSEE'S option, may pay to LESSOR for such one-eighth royalty oil at the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks, LESSOR'S interest, in either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.

4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas only is found and used by LESSEE on the premises, one-eighth of the market value of such gas at the well. If such gas is sold by the LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well. LESSOR is to have gas free of charge from any gas well on the leased premises for storage and use in the leased premises, and for the purpose of such use, LESSEE shall make his own connections with the well, the use of said gas to be at LESSOR'S sole risk and expense.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof.

6. LESSEE has paid rental hereunder to and including the 14th day of April, 1952. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the last mentioned date, LESSEE on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in Bank of Commerce Sheridan, Wyoming or its successors (which bank and its successors are LESSOR'S agent and shall continue as the depository for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder), a rental in the sum of Seven Hundred Thirteen and 49/100 - - - - - Dollars (\$ 713.49), which shall cover the privilege of deferring commencement of operations for the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender to the depository, the amount of the rental shall be the same amount as the rental for the preceding year, and the operations may be resumed on the leased premises at any time during the term of this lease.

7. If, at any time during the Primary Term hereof, LESSEE shall drill a dry hole on said land when oil or gas is not being produced from the leased premises, or if at any time after the discovery of oil or gas on the leased premises production of oil and gas thereon shall cease during the Primary Term hereof, LESSEE, within twelve (12) months from the expiration of the last rental period for which rental was paid or during which oil or gas was produced or drilling operations were in progress, shall either commence operations for the drilling of another well, resume the production of oil or gas, or commence or resume the payment of rentals in the amount and in the manner above provided, or the payment or resumption of the payment of rentals, paid or due hereunder, 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 at the expiration of the Primary Term oil, gas, casinghead gas, or casinghead gasoline is not being produced on said land but LESSEE has commenced operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, this lease shall remain in force so long as such operations are prosecuted with due diligence, and if such operations result in the production of oil, gas, casinghead gas, or casinghead gasoline, or if such operations result in the production of oil, gas, casinghead gas, or casinghead gasoline is produced from said land, if, after the expiration of the Primary Term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate if LESSEE with due diligence commences operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, and this lease shall remain in force so long as such operations are prosecuted with due diligence, and if production results therefrom, then as hereafter, and there shall be no delay or cessation thereof for a greater period than sixty (60) consecutive days.

8. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein, and in connection therewith, shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment, and inject such substances, as LESSEE considers necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the leased premises by injecting such brine or other waste substances through its wells, or wells drilled on said premises, into any subsurface formations other than fresh water bearing formations.

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole, and the entire interest in the whole and undivided fee shall be retained by LESSOR. When required by LESSOR, LESSEE shall bury pipe lines below plow depth and shall pay for damage directly and immediately caused by its operations to growing crops thereon planted on said land. No well shall be drilled nearer than two hundred (200) feet to the house or farm now on said premises without the written consent of LESSOR. LESSEE shall have the right at any time during the term of this lease to remove all machinery, fixtures, houses, buildings, and other structures or property placed on said premises, including the right to draw and remove all casing.

10. This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators, successors and assigns of said LESSOR and said LESSEE. The estate of either party hereto may be assigned in whole or in part but no change of ownership in the land or in the rentals or royalties shall be binding on LESSEE until after it has been furnished with the written transfer or assignment of a certified copy thereof. Regardless of changes of ownership of the said land, or of portions thereof, the leased premises shall be developed and operated as one lease, and there shall be no obligation on LESSEE or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

11. It is hereby agreed that, in the event this lease shall be assigned as an entirety or as to a part or as to parts of the above described lands, LESSEE and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment as to the part or parts so assigned, and should the holder or owner of this lease as to any part or parts of the leased premises fail or make default in the payment of the proportionate part of the rental due from him or them, or should such holder or owner fail or make default in any of the covenants, conditions or obligations of this lease, express or implied, such failure or default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which LESSEE or any assignee hereof shall make due payment of said rentals, or otherwise comply with the terms and conditions of this lease. If at any time there be as many as four parties entitled to rentals or royalties, LESSEE may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with LESSEE, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

12. LESSEE may at any time surrender this lease as to all or any part of the above described lands by recording a proper instrument of surrender in the office of the County Clerk of said county. Upon surrender as to any part of such lands the rental specified above shall be proportionately reduced on an acreage basis and LESSEE shall have reasonable and convenient easements for then existing pipe lines, pole lines and roadways over the land so surrendered for the purpose of continuing operations on lands retained. It is agreed that this lease shall never terminate or be forfeited or cancelled for failure to pay, in whole or in part any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure exists, and any device of termination, cancellation or forfeiture shall be in the alternative and shall provide for termination, cancellation or forfeiture, unless LESSEE, with due diligence, complies with the implied covenants, conditions, or obligations breached within a reasonable time to be determined by the court. In the event LESSEE complies with the implied covenants, conditions, or obligations breached within a reasonable time to be determined by the court, LESSEE shall not be liable to LESSEE in damages, and LESSEE shall not be liable to LESSOR for any damages caused by or specifically in what respects it is claimed that LESSEE has breached this contract, and LESSEE shall not be liable to LESSOR for any damages caused by or specifically in what respects it is claimed that LESSEE has breached this contract, and LESSEE shall not be liable to LESSOR for any damages caused by or specifically in what respects it is claimed that LESSEE has breached this contract.

13. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and, in the event it exercises such option, LESSEE shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying against the amount required in the discharge of such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

14. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted, or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purposes of oil or gas production with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

15. This lease shall not be terminated, in whole or in part, nor shall LESSEE be held liable in damages, for failure to comply with the express or implied covenants hereof, if compliance therewith is prevented by or is contrary to or in conflict with or if such failure is the result of, any Federal or State laws, executive orders, rules, or regulations. If, at the end of the Primary Term hereof, such term has not been extended by production or drilling as in this lease provided, and LESSEE, by reason of any of the above recited causes, is unable to drill a well on the leased premises for oil or gas, the Primary Term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring exactly (60) or more days following the removal of such delay, during any period this LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

16. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

WITNESS:

Fred L. Richardson (SEAL)
Lois V. Richardson (SEAL)

G. A. Fleetwood (SEAL)

ACKNOWLEDGMENTS

STATE OF Wyoming }
COUNTY OF Sheridan } SS.

Wyoming—Individual

On this 14th day of April, 1952, before me personally appeared

Fred L. Richardson and Lois V. Richardson, his wife

to me known to be the person s described in, and who executed the foregoing instrument, and who acknowledged to me that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal this 14th day of April, 1952.

My Commission Expires:

My Commission expires July 1, 1952

Ronald E. Jones

Notary Public

THIS AGREEMENT, entered into this

Carmella Perry, a widow, who acquired title as Carmella Perre; Dan D. Perry, who acquired title as Domenick Perre and Nellie Perry, his wife; Rose D. Day, who acquired title as Rosie Perre, and Aurelius T. Perry, her husband; Jennie Day, also known as Jennie Day, who acquired title as Annie Perre; and Homer C. Day, her husband; Joseph Perry, who acquired title as Joseph Perre, and Elizabeth C. Perry, his wife.

hereinafter called "LESSOR" (whether one or more), and _____, "LESSEE," does witness:

[illegible]

and containing _____ acres, more or less, and also, in addition to the above described land, any and all other land owned or claimed by LESSOR in said section or sections in which the above described land is situated or in adjoining sections, and adjacent to the above described land.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of ten (10) years from this date (said term being hereinafter referred to as "Primary Term"), and a long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from the leased premises, or operations are being prosecuted as hereinafter provided.

1. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE now connect its wells, the capital cost of (a) all oil and gas produced and saved by LESSEE from the leased premises, or, from time to time, at LESSEE's option, may pay to LESSOR the cash or credit royalty of the correct price of all oil and gas delivered to the credit of LESSOR in the pipe line, or into storage tanks, LESSOR's interest, in either case, to bear one eighth of the cost of treating the oil to render it marketable pipe line safe.

[illegible]

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and sold by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the month of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof.

of the net proceeds derived from the sale thereof.

10. LESSEE shall send monthly reports to and refund the net proceeds to LESSOR within 30 days of the end of each month. The net proceeds shall be the proceeds from the sale of the well but oil and gas are not commenced on said land on or before the last mentioned date, LESSEE on or before said date shall pay or tender to LESSOR in full the credit on LESOR in the amount of \$100,000.00.

at anytime voluntarily or its successors (which bank and its successors are LESSOR'S agent and shall continue as the depository for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder),

for all rentals and royalty payable hereunder, regardless of changes in ownership of said land or in the oil and gas, or in the terms of royalty or acreage agreements, shall be paid to the LESSOR, or his assigns, in cash, by check or money order, on or before the 15th day of each month, commencing on the 15th day of the month following the commencement of operations for the drilling of a well, in the sum of _____ Dollars (\$ _____), which shall cover the price of deferring commencement of operations for the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender to the LESSEE, in full, of the amount of the royalty or acreage payment, the commencement of operations for the drilling of a well on the leased premises may be further deferred for successive periods of one year from the date of payment of the royalty or acreage payment, until the expiration of the term of the lease, and the payment of the royalty or acreage payment shall, if made on or before the 15th day of the month following the expiration of the term of the lease, be deemed to have been made on the last day of the month preceding the expiration of the term of the lease. If the royalty or acreage payment is not made on or before the 15th day of the month following the expiration of the term of the lease, the payment or tender of the royalty or acreage payment shall, if made on or before the 15th day of the month following the expiration of the term of the lease, be deemed to have been made on the last day of the month preceding the expiration of the term of the lease. If the royalty or acreage payment is not made on or before the 15th day of the month following the expiration of the term of the lease, the payment or tender of the royalty or acreage payment shall, if made on or before the 15th day of the month following the expiration of the term of the lease, be deemed to have been made on the last day of the month preceding the expiration of the term of the lease.

[illegible][illegible]

9. In case LESSOR owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rent hereinafter provided for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

herein provided for shall be LPS&S's duty to remove any and all petroleum gas, oil and water found on said land for its operations thereon, except water found on the well of LPS&S. When LPS&S has been notified in writing by the owner of said land that the well of LPS&S is leaking, LPS&S shall bury pipe lines below plow depth and Seal pay for damage directly and immediately caused by its operations to existing crops thereon planted on said land. No well shall be drilled over than two hundred (200) feet to the base or less on said land without the written consent of LPS&S. LPS&S shall have the right at any time during or after the expiration of this lease to remove all machinery, buildings and other structures located on said land and remove all casing.

[illegible][illegible]

U. 13811 may at any time surrender this lease as to all or any part of the above described land, by recording a proper instrument of surrender in the office of the County Clerk of said county. Upon surrender as to any part of such lands the rental specified above shall be proportionately reduced on a pro rata basis to the acreage surrendered, and the balance of the rental shall be paid to the County Clerk of said county. Upon the expiration of the term of this lease, the lease shall terminate and the land shall revert to the County of San Diego.

[illegible][illegible]

1. No part of the surface of the leased premises shall, without the consent of the LESSOR, be let, rented, or leased to the LESSEE for any use or purpose other than the use or purpose specified in the lease, and the LESSEE shall be held liable in damages for failure to comply with this provision in the event of any such use or purpose.

[illegible]

to cause, directly or indirectly, his work to be unable to produce and/or market any products from the listed priority by reason of any of the above stated cause, the Board shall report in full to the effect.

[illegible]

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

Carmelo Perez (SEAL)

10-11-1964 (SEAL)

Lester H. ...

Lucy Ann E. Day (1871)

Jennings Bass

Jenny Day
E. Mott

Joseph P. ...

Joseph L. ...

STATE OF Colorado }
COUNTY OF Denver } SS.

On this 1 day of Nov, 1954, before me personally appeared

to me known to be the person 5 described in and who executed the foregoing instrument, and acknowledged that the
executed the same as their free act and deed.

My Commission Expires:

STATE OF

RECORDED JUL 25, 1952 BY 34 PG 63 OIL AND GAS LEASE TO: ZACHARY B. J. MUE, COUNTY CLERK

THIS AGREEMENT, entered into this 1 day of May, 1952, between Camille Bernier, widow, who acquired title as Camille Bernier

of Denver, Colorado, hereinafter called "LESSOR" (whether one or more), and ZACHARY B. J. MUE, County Clerk, hereinafter called "LESSEE", does witness:

1. That LESSOR, for and in consideration of a rental of \$100.00 per acre per year, Dollars (\$100.00), paid in advance upon execution hereof, receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants and agreements hereinafter contained to be paid, kept, and performed by LESSEE, has this day granted, demised, leased, and let, and hereby grants, demises, leases, operates for and produces oil, gas, casinghead gas, and casinghead gasoline, lying pipe lines, building tanks, stations, power lines, telephone lines and other structures thereon to find, produce, save, store, treat, transport, and take care of all of such substances, and for housing and boarding employees in its operations on said land or adjacent land, the following described tract of land in Adams County, Colorado, to-wit:

Location 5: 51/2
Location 6: 51/2

and also, in addition to the above described land, any and all other land owned or claimed by LESSOR in said section or sections in which the above described land is situated or in adjoining sections, and adjacent to the above described land.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of ten (10) years from this date (said term being hereinafter referred to as "Primary Term"), and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from the leased premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth part of all oil produced and saved by LESSEE from the leased premises, or, from time to time, at LESSEE'S option, may pay to LESSOR for such one-eighth royalty oil the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks, LESSOR'S interest, in either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.

4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas only is found and used by LESSEE off the premises, one-eighth of the market value of such gas at the well. If such gas is sold by the LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well. LESSOR is to have gas free of charge from any gas well on the leased premises for storage and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at LESSOR'S sole risk and expense.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the net proceeds derived from the sale thereof.

6. LESSEE has paid rental hereunder to and including the 1 day of May, 1952. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the last mentioned date, LESSEE on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in American National Bank, Denver, Colorado

at Denver, Colorado, or its successors (which bank and its successors are LESSOR'S agent and shall continue as the depository for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder), a rental in the sum of One Hundred Dollars and 00/100 Dollars (\$100.00), which shall cover the privilege of deferring commencement of operations for the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in the manner annually of a rental in the same amount, the commencement of operations for the drilling of a well on the leased premises may be further deferred for successive periods of one year each during the Primary Term hereof. All payments or tenders of rental may be made by check or draft of LESSEE, or of any assignee thereof, mailed or delivered to LESSOR, or his assigns, or to said bank on or before such date of payment. If such bank for any reason or for any failure, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept any payment, LESSEE shall not be held in default for failure to make such payment until thirty (30) days after LESSOR shall deliver to LESSEE a proper recordable instrument naming another bank as agent to receive such payments or tenders. Notwithstanding the death of LESSOR or of any interest in the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.

7. If, at any time during the Primary Term hereof, LESSEE shall drill a dry hole on said land when oil or gas is not being produced from the leased premises, or if at any time after the discovery of oil or gas on the leased premises production of oil and gas thereon shall cease during the Primary Term hereof, LESSEE, within twelve (12) months from the date of the last rental for which rental was paid in whole or in part but LESSEE has commenced operations were in progress, shall either commence operations for the drilling of another well, resume the production of oil or gas, or commence or resume the payment of rentals in the amount and in the manner above provided. And it is agreed that upon such commencement or resumption of the payment of rentals, paragraph 6 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 at the expiration of the Primary Term hereof, casinghead gas or casinghead gasoline is not being produced on said land but LESSEE has commenced operations for repressuring, drilling, deepening, or plugging back a well thereon, this lease shall remain in force so long as such operations are prosecuted with due diligence, and if such operations result in the production of oil, gas, casinghead gas, or casinghead gasoline, so long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said land. If, after the expiration of the Primary Term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate if LESSEE with due diligence commences operations for repressuring, drilling, deepening, or plugging back a well thereon, and this lease shall remain in force so long as such operations are prosecuted with due diligence, and if production results therefrom, then as long as thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said premises. For the purposes of this paragraph, it is agreed that operations shall be deemed commenced or prosecuted with due diligence so long as there is no delay or cessation thereof for a greater period than sixty (60) consecutive days.

8. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or caustic substances therein, and in connection therewith, shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment, and inject such substances, as LESSEE considers necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the leased premises by injecting such brine or other waste substances through its well, or well, drilled on said premises into any subsurface formations other than fresh water bearing formations.

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

10. LESSEE shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of LESSOR. When required by LESSOR, LESSEE shall bury pipe lines below plow depth and shall pay for damage directly and immediately caused by its operations to growing crops thereon and to said land. If, after the expiration of the Primary Term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate if LESSEE with due diligence commences operations for repressuring, drilling, deepening, or plugging back a well thereon, and this lease shall remain in force so long as such operations are prosecuted with due diligence, and if production results therefrom, then as long as thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said premises. For the purposes of this paragraph, it is agreed that operations shall be deemed commenced or prosecuted with due diligence so long as there is no delay or cessation thereof for a greater period than sixty (60) consecutive days.

11. This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators, successors and assigns of said LESSOR and said LESSEE. The estate of either party hereto may be assigned in whole or in part but no change of ownership in the land or in the rentals or royalties shall be binding on LESSEE until after it has been furnished with the written transfer or assignment or a certified copy thereof. Regardless of changes of ownership of the said land, or of portions thereof, the leased premises shall be developed and operated as one lease, and there shall be no obligation on LESSEE or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or recording tanks.

12. It is hereby agreed that, in the event this lease shall be assigned as an entirety or as to a part or as to parts of the above described lands, LESSEE and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment as to the part or parts so assigned, and should the holder or owner of this lease as to any part or parts of the leased premises fail or make default in the payment of the proportionate part of the rental due from him or them, or should such holder or owner fail or make default in any of the covenants, conditions or obligations of this lease, express or implied, such failure or default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which LESSEE or any assignee hereof shall make due payment of said rentals, or otherwise comply with the terms and provisions of this lease. If at any time there be as many as four parties entitled to rentals or royalties, LESSEE may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with LESSEE, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

13. LESSEE may at any time surrender this lease as to all or any part of the above described lands by recording a proper instrument of surrender in the office of the County Clerk of said county. Upon surrender as to any part of such lands the rental specified above shall be proportionately reduced on an acreage basis and LESSEE shall have reasonable and convenient easements for then existing pipe lines, pole lines and roadways over the lands surrendered for the purpose of continuing operations on lands retained. It is agreed that this lease shall never terminate or be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure exists, and any decree of termination, cancellation or forfeiture shall be in the alternative and shall provide for termination, cancellation or forfeiture unless LESSEE comply with the implied covenants, conditions, or obligations breached within a reasonable time to be determined by the court. In the event LESSOR considers that LESSEE has not complied with all its covenants, conditions or obligations hereunder, both express and implied, LESSEE shall notify LESSEE in writing, setting forth specifically in what respects it is claimed that LESSEE has breached this contract, and LESSEE shall pay to LESSOR for any damages caused by a breach of any such covenant, condition or obligation, express or implied, accruing more than sixty days prior to the receipt by LESSEE of the aforesaid written notice of such breach. Neither the service of said notice nor the doing of any acts by LESSEE aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that LESSEE has failed to perform all its obligations hereunder.

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described land, and, in the event it exercises such option, LESSEE shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying against the amount required in the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted, or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purpose of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. This lease shall not be terminated, in whole or in part, nor shall LESSEE be held liable in damages, for failure to comply with the express or implied covenants hereof, if compliance therewith is prevented by or is contrary to or in conflict with or if such failure is the result of, any Federal or State laws, executive orders, rules, or regulations. If, at the end of the Primary Term hereof, such law has not been extended by production or drilling as in this lease provided, and LESSEE, by reason of any of the above recited causes, is unable to drill a well on the leased premises for oil or gas, the Primary Term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause. During any period that LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

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17. LESSEE is hereby given the right at its option, at any time and from time to time, to pool or unitize for development and operation purposes all or any part or parts of the leased premises or rights therein with any other land (whether United States, State, or privately owned) in the vicinity thereof, or with any leasehold, operating or other rights or interests in such other land. LESSEE shall execute and record in the office of the _____ of said County, an instrument identifying the pooled or unitized acre. Any well drilled or operations conducted on any part of any lands so pooled or unitized shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the leased premises included in any such pooling or unitization each proportion of the actual production from all lands so pooled or unitized as such portion of the leased premises, computed on an acreage basis, bears to the entire acreage of the lands so pooled or unitized. It is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the leased premises included in such pooling or unitization in the same manner as though produced from such portion of the leased premises under the terms of this lease.

18. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of any homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

WITNESS:

Carmella Perry (SEAL)

(SEAL)

(SEAL)

(SEAL)

Lessor

STATE OF Colorado }
City and County of Denver } SS.

Wyoming—Individual

On this 15 day of May, 1952, before me personally appeared Carmella Perry, a widow, who acquired title as Carmella Perry, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Given under my hand and seal the day and year in this certificate first above written.

My Commission Expires:

February 20, 1956

Elvin Brown
Notary Public

RECORDED JUNE 25, 1952 BY 1819 OF REC. 340-56 H. B. KYLE, COUNTY CLERK

OIL AND GAS LEASE

THIS AGREEMENT, entered into this 16th day of April, 1952, by and between William P. Welch, one and the same person as William Francis Welch, a single man

of Acme, Wyoming hereinafter called "LESSOR" (whether one or more), and Shell Oil Company of Casper, Wyoming, "LESSEE."

WITNESSETH:

1. That LESSOR, for and in consideration of the sum of ten and more dollars (\$10.00), in hand paid, the receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants and agreements hereinafter contained to be paid, kept and performed by LESSEE, has this day granted, demised, leased, and let, and hereby grants, demises, leases and lets, exclusively unto LESSEE for the purpose of investigating, exploring and prospecting by geophysical and other methods, and drilling, mining and operating for and producing oil, gas, casinghead gas, and casinghead gasoline, laying pipe lines, building tanks, stations, powers, power lines, telephone lines and other structures thereon, but not by seismographic exploration upon the ground except with the written consent of LESSOR, to find, produce, save, store, treat, transport, and take care of all such substances, and for housing and boarding employees in its operations on said land, the following described lands in Sheridan County, Wyoming, to-wit:

Township 58 North, Range 85 West
Section 35: W1SE1; E1SW1; SW1SW1;

Township 57 North, Range 85 West
Section 2: Lots 3, 4; S1NW1; SW1;
Section 3: Lots 1, 2; S1NE1; SE1;
Section 11: N1NW1; SE1NW1

Township 57 North, Range 84 West
Section 3: Lots 3, 4; S1NE1; N1SE1; SE1SE1;
Section 4: Lots 1, 2, 3, 4; S1NE1; SE1NW1; N1SE1;

and containing 1,762.39 acres, more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of five (5) years from this date (said term being hereinafter referred to as "Primary Term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced in commercial quantities from the leased premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth part of all oil produced and saved by LESSEE from the leased premises, or, from time to time, at LESSEE'S option, may pay to LESSOR for such one-eighth royalty oil the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks, LESSOR'S interest, in either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.

4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas only is found and used by LESSEE off the premises, one-eighth of the market value of such gas at the well. If such gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well. LESSOR shall have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at LESSOR'S sole risk and expense.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof. If gas from a well producing gas only is not sold or used, LESSEE shall pay LESSOR the sum of Fifty and no/100--

----- Dollars (\$50.00), per year, and if such payment is made it will be considered that gas is being produced within the meaning of paragraph 2 hereof. And if such payment is made by LESSEE to LESSOR, LESSEE shall be credited with such payment upon any royalty payments thereafter due LESSOR on account of gas produced from that well. The word "gas" as used herein shall include casinghead gas and casinghead gasoline.

6. If the drilling of a well for oil or gas, which means the actual penetration of the surface of the ground by a drilling bit, are not commenced on said land on or before the 16th day of April, 1953, LESSEE on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in Bank of Commerce

Bank, at Sheridan, Wyoming, or its successors (which bank and its successors are LESSOR'S agent and shall continue as the depository for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder), a rental in the sum of One Thousand Seven Hundred Sixty-two and 39/100 - - - Dollars (\$1,762.39), which shall cover the privilege of

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deferring the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in like manner annually of a rental in the same amount, the drilling of a well on the leased premises may be further deferred for successive periods of one year each during the Primary Term hereof. All payments or tenders of rental may be made by check or draft of LESSEE, or of any assignee thereof, mailed or delivered to LESSOR, or his assigns, or to said Bank on or before such date of payment. If such bank (or any successor bank) shall fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept any payment, LESSEE shall not be held in default for failure to make such payment until thirty (30) days after which LESSOR shall deliver to LESSEE a proper recordable instrument naming another bank as agent to receive such payments or tenders. Notwithstanding the death of LESSOR or any successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.

7. If, at any time during the Primary Term hereof, LESSEE shall drill a dry hole on said land when oil or gas is not being produced from the leased premises, or if at any time after the discovery of oil or gas on the leased premises production of oil and gas thereon shall cease during the Primary Term hereof, LESSEE, within sixty (60) days from expiration of the last rental period for which rental was paid or during which oil or gas was produced or drilling was in progress, shall either commence actual drilling of another well, resume the production of oil or gas, or commence or resume the payment of rentals in the amount and in the manner above provided. And it is agreed that upon such commencement or resumption of the payment of rentals, paragraph 6 hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there has been no interruption in the rental payments. If at the expiration of the Primary Term oil, gas, casinghead gas or casinghead gasoline is not being produced on said land but LESSEE has commenced actual operations for repressuring, reworking, drilling, deepening or plugging back a well thereon, this lease shall remain in force so long as such operations are prosecuted with due diligence, and if such operations result in the production of oil, gas, casinghead gas, or casinghead gasoline, so long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said lands. If, after the expiration of the Primary Term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate if LESSEE with due diligence commences operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, and this lease shall remain in force so long as such operations are prosecuted with due diligence, and if production results therefrom, then as long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said premises. For the purposes of this paragraph, it is agreed that operations shall be deemed commenced or prosecuted with due diligence as long as there is no delay or cessation thereof for a period greater than sixty (60) consecutive days.

8. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein, and, in connection therewith, shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment and inject any such substances, as LESSEE considers necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the leased premises by injecting such brine or other waste substances through its well, or wells, drilled on said premises into any subsurface formations other than fresh water bearing formations.

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

10. LESSEE shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of LESSOR or water needed for the irrigation of said lands. When required by LESSOR, LESSEE shall bury pipe lines below plow depth and shall pay for all damage directly and immediately caused by its operations to growing crops, therefrom planted on said land and shall promptly and fully repair and restore to their previous condition, as far as practicable and at LESSEE'S expense, all damage to roads, fences, ditches, waterholes, irrigation structures, bridges and other improvements caused by its operations. No well shall be drilled nearer than ~~four~~ ^{one hundred (100)} feet to the main dwelling house on said premises, nor nearer than ~~five hundred (500)~~ ^{one hundred (100)} feet to any barn thereon, nor nearer than two hundred (200) feet to any other building thereon without the written consent of LESSOR. LESSEE shall have the right to remove at any time during the term of this lease, and shall promptly after the expiration of said term, remove all machinery, fixtures, houses, buildings and other structures or property placed by it on said premises, including the right to draw and remove all casing.

11. This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators, successors and assigns of said LESSOR and said LESSEE. The estate of either party hereto may be assigned in whole or in part, except that LESSEE shall not, without LESSOR'S written consent first had and obtained, assign this lease as to the whole or any part of the leased land, provided, however, that LESSEE may, without such written consent, assign this lease as to the whole or any part of the leased land to (1) a person, firm, or corporation succeeding to substantially all of LESSEE'S oil and gas production business in the State of Wyoming, or to a parent, subsidiary or affiliate of LESSEE, or (2) to person, firm or corporation having a net worth of more than One Million Dollars (\$1,000,000.00). But no change of ownership in the land or in the rentals or royalties shall be binding on LESSEE until after it has been furnished with the written transfer or assignment or a certified copy thereof. Regardless of changes of ownership of the said land, or of portions thereof, the leased premises shall be developed and operated as one lease, and there shall be no obligation on LESSEE or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. It is agreed that, in the event this lease shall be assigned as herein provided, LESSEE and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment. If at any time there be as many as four parties entitled to rentals or royalties, LESSEE may withhold payments thereof unless and until all parties entitled to rents and royalties designate, in writing, in a recordable instrument to be filed with LESSEE, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

13. LESSEE may at any time surrender this lease as to all of the above described lands, but may surrender this lease from time to time as to less than all of said lands only after oil, gas, casinghead gas, or casinghead gasoline, or any of them, is produced on said lands, by recording a proper instrument of surrender in the office of the County Clerk of said County. It is agreed that this lease shall never terminate or be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure exists, and any decree of termination, cancellation or forfeiture shall be in the alternative and shall provide for termination, cancellation or forfeiture unless LESSEE comply with the implied covenants, conditions or obligations breached within a reasonable time to be determined by the Court. In the event LESSOR considers that LESSEE has not complied with its covenants, conditions, or obligations hereunder, both express and implied, LESSOR shall notify LESSEE in writing, setting out specifically in what respects it is claimed that LESSEE has breached this contract, and LESSEE shall not be liable to LESSOR for any damages caused by a breach of any such covenant, condition, or obligation, express or implied, accruing more than sixty (60) days prior to the receipt by LESSEE of the aforesaid notice of such breach. Neither the service of said notice nor the doing of any acts by LESSEE aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that LESSEE has failed to perform all its obligations hereunder.

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages or other liens existing, levied, or assessed on or against the above described lands, and in the event it exercises such option, LESSEE shall be subrogated to the rights of any holder or holders thereof, and may reimburse itself by applying against the amount required in the discharge of any such mortgage, tax, or other lien, any royalty or rental accruing hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purposes of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. Should a well, located within three hundred and thirty (330) feet of any exterior boundary of the above described lands or lands adjacent thereto neither owned nor controlled by LESSOR, produce oil or gas in paying quantities, then unless a well shall have theretofore been drilled or is at the time being drilled by LESSEE within the offset area herein provided, LESSEE shall, within ninety (90) days after such well has been completed and put on continuous production, commence operations on the above described lands for an offset well thereto. Offset wells shall be located within an offset area extending three hundred and thirty (330) feet from the boundary separating the properties and three hundred and thirty (330) feet on each side of a straight line, or projection thereof, extending from the competing well through the nearest point on said boundary.

17. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations applicable to such operations, and this lease shall not be terminated in whole or in part, or LESSEE be held liable in damages, for failure to comply with the terms hereof, if compliance therewith is prevented by or if such failure is the result of, any such Law, Order, Rule or Regulation, or if prevented by an act of God, of the public enemy, labor disputes, inability to obtain material, failure of transportation, or other cause beyond the control of LESSEE. But LESSEE shall indemnify and save harmless LESSOR from and against all liability, laws, expense and attorney fees by reason of LESSEE'S default or failure to comply with any such Law, Order, Rule or Regulation. If, at the end of the Primary Term hereof, such term has not been extended by production or drilling as in this lease provided, and LESSEE, by reason of any of the above recited causes beyond its control, is unable to drill a well on the leased premises for oil or gas, the Primary Term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause. During any period that LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

18. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said State, insofar as the same may in any way affect the purposes for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed by the parties hereto as of the day and year first above written.

William F. Welch (SEAL)

William F. Welch (SEAL)

(SEAL)

Lessor (SEAL)

(SEAL)

Lessee (SEAL)

STATE OF Wyoming }
COUNTY OF Sheridan } ss.

Wyoming—Individual

On this 16th day of April

1952, before me personally appeared

William F. Welch, a single man, one and the same person as William Francis Welch,

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Given under my hand and seal the day and year in this certificate first above written.

My Commission expires:

March 24, 1954

William F. Welch
Notary Public

[illegible]

17. LESSOR is hereby given the right at its option, at any time and from time to time, to pool or unitize for development and operation purposes all or any part or parts of the leased premises or rights therein with any other land (whether United States, State, or privately owned) in the vicinity thereof, or with any land, operating or other rights or interests in such other land. LESSOR shall execute and record in the office of the _____ County Clerk of said County, an instrument identifying the pooled or unitized area. Any well drilled or operations conducted on any part of any lands so pooled or unitized shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the leased premises included in any such pooling or unitization such proportion of the actual production from all lands so pooled or unitized as such portion of the leased premises, computed on an acreage basis, bears to the entire acreage of the lands so pooled or unitized. It is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the leased premises included in such pooling or unitization in the same manner as though produced from such portion of the leased premises under the terms of this lease.

18. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of any homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

WITNESS:

Loretto M. Prentice
Loretto M. Prentice (SEAL)

(SEAL)

Ray Prentice
Ray Prentice, otherwise known as (SEAL)
Raymond J. Prentice (SEAL)

STATE OF Florida }
COUNTY OF Pinellas } SS.

Wyoming—Individual

On this 28th day of April, 1952, before me personally appeared Loretto M. Prentice (formerly Loretto M. Prater) and Ray Prentice, otherwise known as Raymond J. Prentice, her husband to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Given under my hand and seal the day and year in this certificate first above written.

My Commission Expires: 5/1/53

Elsie H. Beech
Notary Public

THIS AGREEMENT, entered into this 15th day of April, 1952, between
John Hallworth and Alma M. Hallworth, one and the same person as Alma Mary Hallworth,
his wife of 557 Val Vista, Sheridan, Wyoming hereinafter called "LESSOR" (whether one or more), and
C. A. Fleetwood, of Casper, Wyoming "LESSEE," does witness:

1. That LESSOR, for and in consideration of a rental of ten and more Dollars (\$ 10.00), paid in advance upon the execution hereof, receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants and agreements hereinafter contained to be paid, kept, and performed by LESSEE, has this day granted, demised, leased, and let, and hereby grants, demises, leases, and lets exclusively unto LESSEE for the purpose of investigating, exploring, and prospecting, by geophysical and other methods, and drilling, mining and operating for and producing oil, gas, casinghead gas, and casinghead gasoline, laying pipe lines, building tanks, stations, power lines, telephone lines and other structures thereon to find, produce, save, store, treat, transport, and take care of all of such substances, and for housing and boarding employees in its operations on said land or adjacent land, the following described tract of land in Sheridan County, Wyoming to-wit:

Township 58 North, Range 24 West
Section 31: lots 1, 2, 3, 4; and Section 32: N4SW1/4

and also, in addition to the above described land, any and all other land owned or claimed by LESSOR in said section or sections in which the above described land is situated or in adjoining sections, and adjacent to the above described land.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of ten (10) years from this date (said term being hereinafter referred to as "Primary Term"), and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from the leased premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth part of all oil produced and saved by LESSEE from the leased premises, or from time to time, at LESSEE'S option, may pay to LESSOR for such one-eighth royalty oil the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks, LESSOR'S interest, in either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.

4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas only is found and used by LESSEE of the premises, one-eighth of the market value of such gas at the well. If such gas is sold by the LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well. LESSOR is to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at LESSOR'S sole risk and expense.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof.

6. LESSEE has paid rental hereunder on said land on or before the last mentioned date, LESSEE on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in Bank of Commerce Sheridan, Wyoming Bank, at Sheridan, Wyoming, or its successors (which bank and its successors are LESSOR'S agent and shall continue as the depository for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder), a rental in the sum of Six Hundred Forty and Ninety Eight/100 - - Dollars (\$ 640.98), which shall cover the rental for the Primary Term hereof, of deferring commencement of operations for the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in like manner annually of a rental in the same amount, the commencement of operations for the drilling of a well on the leased premises may be further deferred for successive periods of one year each during the Primary Term hereof. All payments or tenders of rental may be made by check or draft of LESSEE, or of any assignee thereof, mailed or delivered to LESSOR, or to said bank on or before such date of payment. If such bank (or any successor bank) shall liquidate or be succeeded by another bank, or for any reason fail or refuse to accept any payment, LESSEE shall not be held in default for failure to make such payment (but 30 days after LESSOR shall deliver to LESSEE a proper recordable instrument naming another bank as agent to receive such payments or tenders. Notwithstanding the death of LESSOR or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person).

7. If, at any time during the Primary Term hereof, LESSEE shall drill a dry hole on said land when oil or gas is not being produced from the leased premises, or if at any time after the discovery of oil or gas on the leased premises production of oil and gas thereon shall cease during the Primary Term hereof, LESSEE, within twelve (12) months after the expiration of the last rental period for which rental was paid or during which oil or gas was produced or drilling operations were in progress, shall either commence operations for the drilling of another well, or, if it is agreed that upon such commencement or resumption of operations of rentals in the amount and in the manner above provided. And it is agreed that upon such commencement or resumption of the payment of rental, paragraph 6 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 at the expiration of the Primary Term oil, gas, casinghead gas, or casinghead gasoline is not being produced on said land but LESSEE has commenced operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, this lease shall remain in force so long as such operations are prosecuted with due diligence, and if such operations result in the production of oil, gas, casinghead gas, or casinghead gasoline, so long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said land. If, after the expiration of the Primary Term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate if LESSEE with due diligence commences operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, and this lease shall remain in force so long as such operations are prosecuted with due diligence, and if production results therefrom, then as long as there is produced casinghead gas, or casinghead gasoline is produced from said premises. For the purposes of this paragraph, it is agreed that operations shall be deemed commenced or prosecuted with due diligence so long as there is no delay or cessation thereof for a greater period than sixty (60) consecutive days.

8. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein, and, in connection therewith, shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment, and inject such substances, as LESSEE considered necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the leased premises by injecting such brine or other waste substances through its well, or wells, drilled on said premises into any subsurface formations other than the fresh water bearing formations.

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

10. LESSEE shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of LESSOR. When required by LESSOR, LESSEE shall bury pipe lines below plow depth and shall pay for damage directly and immediately caused by its operations to growing crops thereon planted on said land. No well shall be drilled nearer than two hundred (200) feet to the house or barn now on said premises without the written consent of LESSOR. LESSEE shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, houses, buildings, and other structures or property placed on said premises, including the right to draw and remove all casing.

11. This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators, successors and assigns of said LESSOR and said LESSEE. The estate of either party hereto may be assigned in whole or in part but no change of ownership in the land or in the rentals or royalties shall be binding on LESSEE until after it has been furnished with the written transfer or assignment or a certified copy be no obligation on LESSEE or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. It is hereby agreed that, in the event this lease shall be assigned as an entirety or as to a part or as to parts of the above described lands, LESSEE and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment as to the part or parts so assigned, and should the holder or owner of this lease as to any part or parts of the leased premises fail or make default in the payment of the proportionate part of the rental due from him or them, or should such holder or owner fail or make default in any of the covenants, conditions or obligations of this lease, express or implied, such failure or default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which LESSEE or any assignee hereof shall make due payment of said rentals, or otherwise comply with the terms and provisions of this lease. If at any time there be as many as four parties entitled to rentals or royalties, LESSEE may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with LESSEE, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

13. LESSEE may at any time surrender this lease as to all or any part of the above described lands by recording a proper instrument of surrender in the office of the County Clerk of said county. Upon surrender as to any part of such lands the rental specified above shall be proportionately reduced on an acreage basis and LESSEE shall have reasonable and convenient covenants for then existing pipe lines, pole lines, and roadways over the lands surrendered for the purpose of continuing operations on lands retained. It is agreed that this lease shall never terminate or be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure exists, and any decree of termination, cancellation or forfeiture shall be subject to the alternative that LESSEE shall provide for termination, cancellation or forfeiture unless LESSEE complies with the implied covenants, conditions, or obligations breached within a reasonable time to be determined by the court. In the event LESSOR considers that LESSEE has not complied with all its covenants, conditions or obligations hereunder, both express and implied, LESSOR shall notify LESSEE in writing, setting out specifically in what respects it is claimed that LESSEE has breached this contract, and LESSEE shall not be liable to LESSOR for any damages caused by a breach of any such covenant, condition or obligation, express or implied, accruing more than sixty days prior to the receipt by LESSEE of the aforesaid written notice of such breach. Neither the service of said notice nor the doing of any acts by LESSEE aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that LESSEE has failed to perform all its obligations hereunder.

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and, in the event it exercises such option, LESSEE shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying against the amount required in the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted, or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purpose of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. This lease shall not be terminated, in whole or in part, nor shall LESSEE be held liable in damages, for failure to comply with the express or implied covenants hereof, if compliance therewith is prevented by or is contrary to or in conflict with or if such failure is the result of, any Federal or State laws, executive orders, rules, or regulations. If, at the end of the Primary Term hereof, such term has not been extended by production or drilling as in this lease provided, and hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause. During any period that LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

17. LESSOR is hereby given the right at its option, at any time and from time to time, to pool or unitize for development and operation purposes all or any part or parts of the leased premises or rights therein with any other land (whether United States, State, or privately owned) in the vicinity thereof, or with any leasehold, operating or other rights or interests in such other land. LESSEE shall execute and record in the office of the _____ of said County, an instrument identifying the pooled or unitized area. Any well drilled or operations conducted on any part of any lands so pooled or unitized shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the leased premises included in any such pooling or unitization such proportion of the actual production from all lands so pooled or unitized as such portion of the leased premises included in any such pooling bears to the entire acreage of the lands so pooled or unitized. It is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the leased premises included in such pooling or unitization in the same manner as though produced from such portion of the leased premises under the terms of this lease.

18. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of any homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

WITNESS:

John Hallworth (SEAL)
John Hallworth
Alma M. Hallworth (SEAL)
Alma M. Hallworth
_____. (SEAL)
_____. (SEAL)
Lessor (SEAL)

STATE OF Wyoming } SS. Wyoming—Individual
COUNTY OF Sheridan }

On this 15th day of April, 1952, before me personally appeared
John Hallworth and Alma M. Hallworth, one and the same person as Alma Mary Hallworth,
his wife,

to me known to be the person S described in and who executed the foregoing instrument, and acknowledged that they
executed the same as their free act and deed.

Given under my hand and seal the day and year in this certificate first above written
My Commission Expires: My Commission Expires July 2, 1955

[Signature]
Notary Public

RECORDED JUNE 25, 1952 BY PG 72 OIL AND GAS LEASE No. 340459 F. B. HOVE, COUNTY CLERK

THIS AGREEMENT, entered into this 14th day of April, 1952, between
John J. Bocek, one and the same person as John Bocek, and Rose L. Bocek, one and the same
person as Rose Margaret Bocek, of F. O. Box 60, Bonarch, Wyoming
C. A. Fleetwood, Casper, Wyoming hereinafter called "LESSOR" (whether one or more), and
"LESSEE," does witness:

1. That LESSOR, for and in consideration of a rental of ten and more Dollars (\$ 10.00), paid in
advance upon the execution hereof, receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants
and agreements hereinafter contained to be paid, kept, and performed by LESSEE, has this day granted, demised, leased, and let, and hereby grants, demises, leases,
and lets exclusively unto LESSEE for the purpose of investigating, exploring, and prospecting, by geophysical and other methods, and drilling, mining and
operating for and producing oil, gas, casinghead gas, and casinghead gasoline, laying pipe lines, building ditches, ditches, power lines, telephone lines and other structures
thereon to find, produce, save, store, treat, transport, and take care of all of such substances, and for housing and boarding employees in its operations on
said land or adjacent land, the following described tract of land in Sheridan County, Wyoming to-wit:

Township 57 North, Range 25 West
 Section 11: NW 1/4; NE 1/4;
 Section 12: W 1/2; NE 1/4;

and containing 320 acres, more or less,
and also, in addition to the above described land, any and all other land owned or claimed by LESSOR in said section or sections in which the above described
land is situated or in adjoining sections, and adjacent to the above described land.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of ten (10) years from this date (said term being
hereinafter referred to as "Primary Term"), and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from the leased
premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth
part of all oil produced and saved by LESSEE from the leased premises, or, from time to time, at LESSEE's option, may pay to LESSOR for such one-eighth
royalty oil at the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks, LESSOR's interest, in
either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.

4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas only is found and used by LESSEE off the premises, one-eighth of the market
value of such gas at the well. If such gas is sold by the LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the
sale of such gas at the well. LESSOR is to have gas free of charge from any gas well on the leased premises for stoves and inside heating in the principal dwelling
house on said land by making his own connections with the well, the use of said gas to be at LESSOR's sole risk and expense.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product,
one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-
eighth of the net proceeds derived from the sale thereof.

6. LESSEE has paid rental hereunder to and including the 14th day of April , 19 53 . If operations for the drilling
of a well for oil or gas are not commenced on said land on or before the last mentioned date, LESSEE on or before said date shall pay or tender to LESSOR or to
the credit of LESSOR in Ranchester State Bank Bank,
 Ranchester, Wyoming

at Ranchester, Wyoming , or its successors (which bank and its successors are LESSOR's agent and shall continue as the depository
for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder),
a rental in the sum of Three Hundred Twenty and no/100 Dollars (\$ 320.00), which shall cover the privilege
of deferring commencement of operations for the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in like
manner annually of a rental in the same amount, the commencement of operations for the drilling of a well on the leased premises may be further deferred for
any successive periods of one year each during the Primary Term hereof. All payments or tenders of rental may be made by check or draft of LESSEE, or of any
assignee thereof, mailed or delivered to LESSOR, or his assigns, or to said bank on or before such date of payment. If such bank (or any success or bank) shall
fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept any payment, LESSEE shall not be held in default for failure to make
such payment until thirty (30) days after LESSOR shall deliver to LESSEE a proper recordable instrument naming another bank as agent to receive such pay-
ment or tenders. Notwithstanding the death of LESSOR or his successor in interest, the payment or tender of rentals in the manner provided above shall be
binding on the heirs, devisees, executors, and administrators of such person.

7. If, at any time during the Primary Term hereof, LESSEE shall drill a dry hole on said land when oil or gas is not being produced from the leased
premises, or if at any time after the discovery of oil or gas on the leased premises production of oil and gas therefrom shall cease during the Primary Term hereof,
LESSEE, within twelve (12) months from the expiration of the last rental payment which rental was paid or during which oil or gas was produced or drilling
operations were in progress, shall recommence operations for the drilling of another well, resume the production of oil or gas, or commence or resume the pay-
ment of rentals in the amount and in the manner above provided. And it is agreed that upon such commencement or resumption of the payment of rentals, the term of
6 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 at the expiration of the Primary Term of this lease, production of oil or gas, casinghead gas, or casinghead gasoline is not being produced on said land but LESSEE has commenced operations
for repressuring, reworking, drilling, deepening, or plugging back a well thereon, this lease shall remain in force so long as such operations are prosecuted with due
diligence, and if such operations result in the production of oil, gas, casinghead gas, or casinghead gasoline, so long thereafter as oil, gas, casinghead gas, or
casinghead gasoline is produced from said land. If, after the expiration of the Primary Term of this lease, production of oil or gas, casinghead gas, or casinghead gasoline is produced from said land, this lease shall not terminate if LESSEE with due diligence commences operations for repressuring, reworking, drilling, deepening, or plugging back a well
thereon, and this lease shall remain in force so long as such operations are prosecuted with due diligence, and if production results therefrom, then as long as there
after as oil, gas, casinghead gas, or casinghead gasoline is produced from said premises. For the purposes of this paragraph, it is agreed that operations shall be
deemed commenced or prosecuted with due diligence so long as there is no delay or cessation thereof for a greater period than sixty (60) consecutive days.

8. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein, and in connection therewith,
shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment, and inject such substances, as LESSEE con-
siders necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the
leased premises by injecting such brine or other waste substances through its well, or wells, drilled on said premises into any subsurface formations other than
fresh water bearing formations.

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

10. LESSEE shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of
LESSOR. When required by LESSOR, LESSEE shall bury pipe lines below plow depth and shall pay for damage directly and immediately caused by its opera-
tions to growing crops thereon placed on said land. No well shall be drilled nearer than two hundred (200) feet to the house or barn now on said premises
without the written consent of LESSOR. LESSEE shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures,
houses, buildings, and other structures or property placed on said premises, including the right to draw and remove all casing.

11. This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators,
successors and assigns of said LESSOR and said LESSEE. The estate of either party hereto may be assigned in whole or in part but no change of ownership in the
land or in the rentals or royalties shall be binding on LESSEE until after it has been furnished with the written transfer or assignment or a certified copy
thereof. Regardless of changes of ownership of the said land, or of portions thereof, the leased premises shall be developed and operated as one lease, and there shall
be no obligation on LESSEE or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale,
devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. It is hereby agreed that, in the event this lease shall be assigned as an entirety or as to a part or as to parts of the above described lands, LESSEE
and any subsequent assignee shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment as to the part or parts so
assigned, and should the holder or owner of this lease as to any part or parts of the leased premises fail or make default in the payment of the proportionate part
of the rental due from him or them, or should such holder or owner fail or make default in any of the covenants, conditions or obligations of this lease, express
or implied, such failure or default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which LESSEE or any
assignee hereof shall make due payment of said rentals, or otherwise comply with the terms and provisions of this lease. If at any time there be as many as four
parties entitled to rentals or royalties, LESSEE may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be
filed with LESSEE, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective
successors in title.

13. LESSEE may at any time surrender this lease as to all or any part of the above described lands by recording a proper instrument of surrender in the office
of the County Clerk of said county. Upon surrender as to any part of such lands the rental specified above shall be proportionately
of the acres basis and LESSEE shall have reasonable and convenient easements for then existing pipe lines, pole lines and roadways over the lands
surrendered for the purpose of continuing operations on lands retained. It is agreed that this lease shall never terminate or be forfeited or cancelled for failure to per-
form in whole or in part any of its implied covenants, conditions or obligations unless it shall have first been finally judicially determined that such failure exists,
and any decree of termination, cancellation or forfeiture shall be in the alternative and shall provide for termination, cancellation or forfeiture unless LESSEE
comply with the implied covenants, conditions, or obligations breached within a reasonable time to be determined by the court. In the event LESSOR or any
assignee hereof shall not be held liable to LESSOR for any damages caused by
a breach of any such covenant, condition or obligation, express or implied, accruing more than sixty days prior to the receipt by LESSEE of the aforesaid written
notice of such breach. Neither the service of said notice nor the doing of any act by LESSEE aimed to meet all or any of the alleged breaches shall be deemed
an admission or presumption that LESSEE has failed to perform all its obligations hereunder.

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge
any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and, in the event it exercises such option, LESSEE shall
be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying against the amount required in the discharge of any such mort-
gage, tax, or other lien, any royalty or rentals accruing hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted, or licensed by the LESSOR to any other party
for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purpose of or in connection
with the exploration, development or production of oil or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. This lease shall not be terminated, in whole or in part, nor shall LESSEE be held liable in damages, for failure to comply with the express or implied cov-
enants hereof, if compliance therewith is prevented by or is contrary to or in conflict with or if such failure is the result of any Federal or State laws, executive
orders, rules, or regulations. If, at the end of the Primary Term hereof, such term has not been extended by production or drilling as in this lease provided, and
LESSEE, by reason of any of the above recited causes, is unable to drill a well on the leased premises for oil or gas, the Primary Term and the rental provision
hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delay-
ing cause. During any period that LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes,
this lease shall remain in full force and effect.

17. LESSEE is hereby given the right at its option, at any time and from time to time, to pool or unitize for development and operation purposes all or any part or parts of the leased premises or rights therein with any other land (whether United States, State, or privately owned) in the vicinity thereof, or with any leasehold, operating or other rights or interests in such other land. LESSEE shall execute and record in the office of the County Clerk of said County, an instrument identifying the pooled or unitized area. Any well drilled or operations conducted on any part of any lands so pooled or unitized shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the leased premises included in any such pooling or unitization such proportion of the actual production from all lands so pooled or unitized as such portion of the leased premises included in any such pooling bears to the entire acreage of the lands so pooled or unitized. It is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the leased premises included in such pooling or unitization in the same manner as though produced from such portion of the leased premises under the terms of this lease.

18. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of any homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

WITNESS:

John J. Bocek (SEAL)
JOHN J. BOCEK
Rose M. Bocek (SEAL)
ROSE M. BOCEK

..... (SEAL)

..... (SEAL)
Lessor

STATE OF Wyoming }
COUNTY OF Sheridan } SS.

Wyoming—Individual

On this 14th day of April, 1952, before me personally appeared John J. Bocek, one and the same person as John Bocek and Rose M. Bocek, one and the same person as Rose Margaret Bocek, his wife to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Given under my hand and seal the day and year in this certificate first above written.

My Commission Expires:

Nov. 7, 1955

[Signature]
Notary Public

L. E. Smith and Alice M. Smith, his wife

C. A. Fleetwood of Casper, Wyoming

"LESSEE," does witness:

Township 57 North Range 84 West

Section 8: NE₄ & E₂NW₄

Section 9: N2NW1/4 (Lessee hereby agrees to pay for any damage directly and immediately caused by its operations to the surface of the said land and to any improvements situated thereon) _____, and containing _____ 320 _____ ac

320.....acres, more or less

any improvements situated thereon) _____, and containing _____ acres, more or less, and also, in addition to the above described land, any and all other land owned or claimed by LESSOR in said section or sections in which the above described land is situated, and which is included within the above described land.

Five (5) # 000 A.M.S.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of ten (10) years from this date (said term being hereinafter referred to as "Primary Term"), and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from the leased premises, or operations are being prosecuted as hereinafter provided.

premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line, at times when LESSEE may connect its wells, the equal one-eighth part of all oil produced and saved by LESSEE from the leased premises, or, from time to time, at LESSEE's option, may pay to LESSOR for such one-eighth part of all oil produced and saved by LESSEE from the leased premises, and gravity separating oil, the day such oil is run into the pipe line, or into storage tanks, LESSOR'S interest, in royalty oil the market value of which shall be determined by the market price of oil prevailing at the time of delivery of the same to the pipe line.

LESSOR OF THE PREMISES ONE-EIGHTH OF THE MARKET

either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line.

4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas only is found and used by LESSEE off the premises, one-eighth of the market value of such gas at the well. If such gas is sold by the LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well. LESSOR is to have gas free of charge from any gas well on the leased premises for stove- and inside lights in the principal dwelling on the premises.

5. If the well, the use of said gas is to be at LESSOR's sole risk and expense.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof.

to the credit of LESSOR in Bank of Commerce

at Sheridan, Wyoming, or its successors (which bank and its successors are LESSOR'S agent and shall continue as the depository of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder)

[illegible][illegible]

14. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein, and, in connection therewith, shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment, and inject such substances, as LESSEE considers necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the leased premises by injecting such brine or other waste substances through its well, or wells, drilled on said premises into any subsurface formations other than fresh water bearing formations.

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

10. LESSEE shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of LESSOR. When required by LESSOR, LESSEE shall pay to LESSOR the cost of the water used by LESSOR for operations directly and immediately caused by its operations to produce oil and/or gas on said land. No well shall be drilled nearer than two hundred (200) feet to the house or barn now on said premises without the written consent of LESSOR. LESSEE shall have the right at any time during or after the term of this lease to remove all machinery, fixtures, and other improvements on said land and remove all casing.

[illegible]

12. It is hereby agreed that, in the event this lease shall be assigned as an entirety or as to a part or as to parts of the above described lands, LESSEE, or any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment as to the part or parts so assigned, and should the holder or owner of any of the premises fail or make default in the payment of the proportionate part assigned, and should the holder or owner of any of the premises fail or make default in any of the covenants, conditions or obligations of this lease, express or implied, such failure or default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which LESSEE, or any assignee hereof shall make due payment of said rentals, or otherwise comply with the terms and conditions of this lease, inasmuch as, as many as four parties entitled to rentals or royalties, LESSEE may withhold payments thereof until all parties designated, in writing, in a recordable instrument to be executed by LESSEE, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

13. LESSEE may at any time surrender this lease as to all or any part of the above described lands by recording a proper instrument of surrender in the office of the County Clerk of said county. Upon surrender as to any part of such lands the rental specified above shall be proportionately

[illegible]

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and, in the event LESSEE exercises such option, LESSEE shall be subrogated to all rights of any holder or holders thereof who may reimburse itself by applying against the amount required in the discharge of any such mortgage or other lien, any royalty or rentals accruing hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted, or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purpose of or in connection with the production of oil and/or gas from the leased premises, or for the storage or production of oil and/or gas produced therefrom.

with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. This lease shall not be terminated, in whole or in part, nor shall LESSEE be held liable in damages, for failure to comply with any applicable laws, rules, regulations, orders, decrees, or executive orders, Federal or State laws, executive orders, rules, or regulations, if, at the end of the Primary Term hereof, LESSEE is unable to produce or if such failure is due to an act of God, war, terrorism, or any other cause beyond LESSEE's control. LESSEE, by reason of any of the foregoing, shall not be deemed to have abandoned production or drilling as in this lease provided, and LESSEE shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delay. LESSEE shall be deemed to have abandoned production or drilling if, for a period of ninety (90) or more days following the removal of such delay, LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes. This lease shall remain in full force and effect.

17. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

WITNESS:

L. E. Smith

Alice M. Smith

Lessor

ACKNOWLEDGMENTS

STATE OF Wyoming

Wyoming—Individual

COUNTY OF Sheridan

SS.

On this 15th day of April

1952, before me personally appeared

L. E. Smith and Alice M. Smith, his wife

to me known to be the persons described in, and who executed the foregoing instrument, and who acknowledged to me that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal this 15 day of April

1952

My Commission Expires:

Notary Public

of 379 Wilbourne St. of Sheridan, Wyoming hereinafter called "LESSOR" (whether one or more), and
C.A. Fleetwood of Casper, Wyoming "LESSEE," does witness

said land or adjacent land, the following described tract of land in:
 TOWNSHIP 56 NORTH, RANGE 84 WEST
 Section 24: S $\frac{1}{2}$ NE $\frac{1}{2}$ and SE $\frac{1}{2}$.
 Section 25: W $\frac{1}{2}$ SW $\frac{1}{2}$ and SW $\frac{1}{4}$.
 Subject to right of way for public road.

Lessor

ACKNOWLEDGMENTS

STATE OF WYOMING }
COUNTY OF SUBMITTAN } SS.

Wyoming—Individual

On this 19th day of April, 1952, before me personally appeared
Ethel M. Denple, a widow,

to me known to be the person..... described in, and who executed the foregoing instrument, and who acknowledged to
me that she executed the same as her free act and deed, including the release and waiver of the
right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the
said instrument.

Given under my hand and seal this 19th day of April, 1952.

My Commission Expires: My Commission expires July 6, 1952

Donald E. Jones
Notary Public

RECORDED JUNE 25, 1952 EX 63 PG 78

OIL AND GAS LEASE NO. 740-62 R. E. HUMPHREY, COUNTY CLERK

THIS AGREEMENT, entered into this 19th day of April, 1952, between George F. Demple and Mabel E. Demple, his wife,

of 336 N. Alser St. of Sheridan, Wyoming, hereinafter called "LESSOR" (whether one or more), and C.A. Fleetwood of Casper, Wyoming, "LESSEE," does witness:

1. That LESSOR, for and in consideration of a rental of Ten and more ----- Dollars (\$10.00) hereinafter called "rental," receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, said of the covenants and agreements hereinafter contained to be paid, kept, and performed by LESSEE, has this day granted, demised, leased, sold, and let, and hereby grants, demises, leases, and lets exclusively unto LESSEE for the purpose of investigating, exploring, and prospecting by geophysical and other methods, and drilling, mining, and operating for and producing oil, gas, casinghead gas, and casinghead gasoline, laying pipe lines, building tanks, stations, power lines, telephone lines and other structures thereon to find, produce, save, store, treat, transport, and take care of all such substances, and for housing and boarding employees in its operations on said land or adjacent land, the following described tract of land in Sheridan County, Wyoming:

TOWNSHIP 56 NORTH, RANGE 84 WEST

Section 24: S1/2 and S1/2

Section 25: W1/2 and S1/2

Subject to right of way for public road.

Subject to right of way of Q.B.&Q. Railway, and containing 360 ----- acres, more or less,

and also, in addition to the above described land, any and all other land owned or claimed by LESSOR in said section or sections in which the above described land is situated or in adjoining sections, and adjacent to the above described land.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of five (5) years from this date (said term being hereinafter referred to as "Primary Term"), and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from the leased premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth part of all oil produced and saved by LESSEE from the leased premises, or, from time to time, at LESSEE's option, may pay to LESSOR for such one-eighth royalty oil at the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks, LESSOR's interest, in either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.

4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas only is found and used by LESSEE off the premises, one-eighth of the market value of such gas at the well. If such gas is sold by the LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well. LESSEE shall be free of charge from said gas until the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at LESSOR's sole risk and expense.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof.

6. LESSEE has paid rental hereunder to and including the 19th day of April, 1952. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the last mentioned date, LESSEE on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in The First National Bank of Sheridan Bank,

at Sheridan, Wyoming, or its successors (which bank and its successors are LESSOR's agent and shall continue as the depository for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder), a rental in the sum of Three hundred sixty and no/100 ----- Dollars (\$360.00), which shall cover the privilege of deferring commencement of operations for the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in like manner annually of a rental in the same amount, the commencement of operations for the drilling of a well on the leased premises may be further deferred for successive periods of one year each during the Primary Term hereof. All payments or tenders of rental or royalty shall be made by draft of LESSEE, or of any assignee thereof, mailed or delivered to LESSOR, or his assigns, or to said bank on or before said date of payment. If such bank (or any successors or bank) shall fail, liquidate or be succeeded by another bank or for any reason fail or refuse to accept any payment, LESSEE shall not be held in default for failure to make such payment until thirty (30) days after LESSEE shall deliver to LESSOR a proper recordable instrument naming another bank as agent to receive such payments or tenders. Notwithstanding the death of LESSOR or any successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.

7. If, at any time during the Primary Term hereof, LESSEE shall drill a dry hole on said land when oil or gas is not being produced from the leased premises, or if at any time or if at the expiration of the last rental period for which rental was paid or during which oil or gas was produced or drilling operations were in progress, shall either commence operations for the drilling of another well, resume the production of oil or gas, or commence or resume the payment of rentals in the amount and in the manner above provided. And it is agreed that upon such commencement or resumption of the payment of rentals, paragraph 6 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 at the expiration of the Primary Term oil, gas, casinghead gas or casinghead gasoline is not being produced on said land but LESSEE has commenced operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, this lease shall remain in force so long as such operations are prosecuted with due diligence, and if such operations result in the production of oil, gas, casinghead gas, or casinghead gasoline, so long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said land. If, after the expiration of the Primary Term of this lease, production on the leased premises shall cease, this lease shall not terminate if LESSEE with due diligence commences operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, and this lease shall remain in force so long as such operations are prosecuted with due diligence, and if production results therefrom, then as long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said premises. For the purposes of this paragraph, it is agreed that operations shall be deemed commenced or prosecuted with due diligence so long as there is no delay or cessation thereof for a greater period than sixty (60) consecutive days.

8. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein, and, in connection therewith, shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment, and inject such substances, as LESSEE considers necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the leased premises by injecting such brine or other waste substances through its well, or wells, drilled on said premises into any subsurface formations other than fresh water bearing formations.

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

10. LESSEE shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of LESSOR. When required by LESSOR, LESSEE shall bury pipe lines below plow depth and shall pay for damage directly and immediately caused by its operations to growing crops theretofore planted on said land. No well shall be drilled nearer than two hundred (200) feet to the house or barn now on said premises without the written consent of LESSOR. LESSEE shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, houses, buildings, and other structures or property placed on said premises, including the right to draw and remove all casing.

11. This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators, successors and assigns of said LESSOR and said LESSEE. The estate of either party hereto may be assigned in whole or in part but no change of ownership in the land or in the rentals or royalties shall be binding on LESSEE until after it has been furnished with the written transfer or assignment or a certified copy thereof. Regardless of change of ownership of said land, or of portions thereof, the leased premises shall be developed and operated as one lease, and there shall be no obligation on LESSEE or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. It is hereby agreed that, in the event this lease shall be assigned as an entirety or as to a part or as to parts of the above described lands, LESSEE and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment as to the part or parts so assigned, and should the holder or owner of this lease as to any part or parts of the leased premises fail or make default in the payment of the proportionate part of the rental due from him or them, or should such holder or owner fail or make default in any of the covenants, conditions or obligations of this lease, express or implied, such failure or default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which LESSEE or any assignee hereof shall make due payment of said rentals, or otherwise comply with the terms and provisions of this lease. If at any time there be as many as four parties entitled to rentals or royalties, LESSEE may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument filed with LESSEE, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

13. LESSEE may at any time surrender this lease as to all or any part of the above described lands by recording a proper instrument of surrender in the office of the County Clerk of said county. Upon surrender as to any part of such lands the rental specified above shall be proportionately reduced on an acreage basis and LESSEE shall have reasonable and convenient easements for then existing pipe lines, pole lines and roadways over the lands surrendered for the purpose of continuing operations on lands retained. It is agreed that this lease shall never terminate or be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure exists, and any decree of termination, cancellation or forfeiture shall be in the alternative and shall provide for termination, cancellation or forfeiture unless LESSEE comply with the implied covenants, conditions, or obligations breached within a reasonable time to be determined by the court. In the event LESSOR considers that LESSEE has not complied with all its covenants, conditions or obligations hereunder, both express and implied, LESSOR shall notify LESSEE in writing, setting out specifically in what respects it claimed that LESSEE has breached this contract, and LESSEE shall not be liable to LESSOR for any damages caused by a breach of any such covenant, condition or obligation, express or implied, accruing more than sixty days prior to the receipt by LESSEE of the aforesaid written notice of such breach. Neither the service of said notice nor the doing of any acts by LESSEE aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that LESSEE has failed to perform all its obligations hereunder.

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and, in the event it exercises such option, LESSEE shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying against the amount required in the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted, or licensed by the LESSOR to any other party for the creation, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purpose of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. This lease shall not be terminated, in whole or in part, nor shall LESSEE be held liable in damages, for failure to comply with the express or implied covenants hereof, if compliance therewith is prevented by or is contrary to or in conflict with or if such failure is the result of any Federal or State laws, executive orders, rules, or regulations. If, at the end of the Primary Term hereof, such term has not been extended by production or drilling as in this lease provided, and LESSEE, by reason of any of the above recited causes, is unable to drill a well on the leased premises for oil or gas, the Primary Term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause. During any period that LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

17. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

WITNESS:

George F. Demple (SEAL)

Mabel E. Demple (SEAL)

Lessee (SEAL)

ACKNOWLEDGMENTS

STATE OF WYOMING
COUNTY OF SHERIDAN

Wyoming—Individual

SS.

On this 19th day of April, 195 2, before me personally appeared George E. Demple and Mabel E. Demple, his wife.

to me known to be the person s described in, and who executed the foregoing instrument, and who acknowledged to me that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal this 19th day of April, 195 2.

My Commission Expires: My Commission expires July 6, 1952

Donald E. Jones

Notary Public

RECORDED JUNE 25, 1952 BK 43 PG 60 OIL AND GAS LEASE No. 340467 B. H. PEARD, COUNTY CLERK

THIS AGREEMENT, entered into this 16th day of April, 1952, between Louise Jane Peard (formerly Louise Jane Enochs) and R. H. Peard, her husband;

Hampton, Nebraska
C. A. Fleetwood, Casper, Wyoming

hereinafter called "LESSOR" (whether one or more), and
"LESSEE" does witness:

1. That LESSOR, for and in consideration of a rental of Ten and more - - - - - Dollars (\$ 10.00), paid in advance upon the execution hereof, receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants and agreements hereinafter contained to be paid, kept, and performed by LESSEE, has this day granted, devised, leased, and let, and hereby grants, devises, leases, lets, and lets exclusively unto LESSEE for the purpose of investigating, exploring, and prospecting, geophysical, and other methods, and drilling, and operating for and producing oil, gas, casinghead gas, and casinghead gasoline, laying pipe lines, building tanks, cisterns, power lines, telephone lines and other structures thereof to find, produce, save, store, treat, transport, and take care of all of such substances, and for housing and boarding employees in its operation on said land or adjacent land, the following described tract of land in Sheridan County, Wyoming

Township 57 North, Range 83 West
Section 26: E $\frac{1}{2}$

and containing 320
five (5)

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of years from this date (said term being hereinafter referred to as "Primary Term"), and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from the leased premises, or operations are being prosecuted as hereinafter provided.
3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth part of all oil produced and saved by LESSEE from the leased premises, or, from time to time, at LESSEE'S option, may pay to LESSOR for such one-eighth royalty oil at the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks, LESSOR'S interest, in either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.
4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas only is found and used by LESSEE off the premises, one-eighth of the market value of such gas at the well. If such gas is sold by the LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well. LESSOR is to have gas free of charge from any gas well on the leased premises for show and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at LESSOR'S sole risk and expense.
5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof.
6. LESSEE has paid rental hereunder to and including the 16th day of April, 1953. If operation for the drilling of a well for oil or gas are not commenced on said land on or before the mentioned date, LESSEE on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in

The Farmers State Bank

at Aurora, Nebraska, or its successors (which bank and its successors are LESSOR'S agent and shall continue as the depository for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder), a rental in the sum of Three Hundred Twenty and no/100 - - - Dollars (\$ 320.00), which shall cover the privilege of deferring commencement of operations for the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in like manner annually of a rental in the same amount, the commencement of operations for the drilling of a well on the leased premises may be further deferred for successive periods of one year each during the Primary Term hereof. All payments or tenders of rental may be made by check or draft of LESSEE, or of any assignee thereof, mailed or delivered to LESSOR, or his assigns, or to said bank on or before such date of payment. If such bank for any reason fails, liquidates or is succeeded by another bank, or for any reason fails or refuses to accept any payment, LESSEE shall not be held in default for failure to make such payment until thirty (30) days after LESSOR shall deliver to LESSEE a proper recordable instrument naming another bank as agent to receive such payments or tenders. Notwithstanding the death of LESSOR or any successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.
7. If, at any time during the Primary Term hereof, LESSEE shall drill a dry hole on said land when oil or gas is not being produced from the leased premises, or if at any time after the discovery of oil or gas on the leased premises production of oil and gas thereon shall cease during the Primary Term hereof, LESSEE, within twelve (12) months from the expiration of the last rental period for which rental was paid or during which oil or gas was produced or drilling operations were in progress, shall either commence operations for the drilling of another well, resume the production of oil or gas, or commence or resume the payment of rentals in the amount and in the manner above provided. And it is agreed that upon such commencement or resumption of the payment of rentals, paragraph 6 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 at the expiration of the Primary Term oil, gas, casinghead gas or casinghead gasoline is not being produced on said land but LESSEE has commenced operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, this lease shall remain in force so long as such operations are prosecuted with due diligence, and if such operations result in the production of oil, gas, casinghead gas, or casinghead gasoline, so long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said land. If, after the expiration of the Primary Term, production on the leased premises shall cease from any cause, this lease shall not terminate if LESSEE, with due diligence commences operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, and this lease shall remain in force so long as such operations are prosecuted with due diligence, and if production results therefrom, then as long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said premises. For the purposes of this paragraph, it is agreed that operations shall be deemed commenced or prosecuted with due diligence so long as there is no day or more cessation thereof for a consecutive period than sixty (60) consecutive days.

8. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein, and, in connection therewith, shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment, and inject such substances, as LESSEE considers necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the leased premises by injecting such brine or other waste substances through its well, or wells, drilled on said premises into any subsurface formations other than fresh water bearing formations.
9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.
10. LESSEE shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of LESSOR. When required by LESSOR, LESSEE shall bury pipe lines below plow depth and shall pay for damage directly and immediately caused by its operations to growing crops thereon planted on said land. No well shall be drilled nearer than two hundred (200) feet to the house or barn zone on said premises without the written consent of LESSOR. LESSEE shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, houses, buildings, and other structures or property placed on said premises, including the right to draw and remove all casing.
11. This lease and all of its terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators, successors and assigns of said LESSOR and said LESSEE. The estate of either party hereto may be assigned in whole or in part but no change of ownership in the land or in the rentals or royalties shall be binding on LESSEE until after it has been furnished with the written transfer or assignment or a certified copy thereof. Regardless of changes of ownership of the said land, or of portions thereof, the leased premises shall be developed and operated as one lease, and there shall be no obligation on LESSEE or its assigns to effect wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. It is hereby agreed that, in the event this lease shall be assigned as an entirety or as to a part or as to parts of the above described lands, LESSEE and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment as to the part or parts so assigned, and should the holder or owner of this lease as to any part or parts of the leased premises fail or make default in the payment of the proportionate part of the rental due from him or them, or should such holder or owner fail or make default in any of the covenants, conditions or obligations of this lease, express or implied, such failure or default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which LESSEE, or any assignee hereof shall make due payment of said rentals, or otherwise comply with the terms and provisions of this lease. If at any time there be as many as four parties entitled to rentals or royalties, LESSEE may withhold payments thereof unless and until all parties designate, in writing, all parties designate, in writing, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.
13. LESSEE may at any time surrender this lease as to all or any part of the above described lands by recording a proper instrument of surrender in the office of the County Clerk of said county. Upon surrender as to any part of such lands the rental specified above shall be proportionately reduced on an acreage basis and LESSEE shall have reasonable and convenient easements for then existing pipe lines, pole lines and roadways over the lands surrendered for the purpose of continuing operations on lands retained. It is agreed that this lease shall never terminate or be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure exists, and any decree of termination, cancellation or forfeiture shall be in the alternative and shall provide for termination, cancellation or forfeiture unless LESSEE comply with the implied covenants, conditions, or obligations breached within a reasonable time to be determined by the court. In the event LESSOR considers that LESSEE has not complied with all its covenants, conditions or obligations hereunder, both express and implied, LESSOR shall notify LESSEE in writing, setting out specifically in what respects it is claimed that LESSEE has breached this contract, and LESSEE shall not be liable to LESSOR for any damages caused by a breach of any such covenant, condition or obligation, express or implied, accruing more than sixty days prior to the receipt by LESSEE of the aforesaid written notice of such breach. Neither the service of said notice nor the doing of any acts by LESSEE aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that LESSEE has failed to perform all its obligations hereunder.

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and, in the event it exercises such option, LESSEE shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying against the amount required in the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.
15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted, or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purpose of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.
16. This lease shall not be terminated, in whole or in part, nor shall LESSEE be held liable in damages, for failure to comply with the express or implied covenants hereof, if compliance therewith is prevented by or is contrary to or in conflict with or if such failure is the result of Federal or State laws, executive orders, rules, or regulations. If, at the end of the Primary Term hereof, such term has not been extended by production or drilling as in this lease provided, and LESSEE, by reason of any of the above recited causes, is unable to drill a well on the leased premises for oil or gas, the Primary Term and the rental provision hereof shall be extended automatically for one year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause. During any period that LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

17. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.
IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

WITNESS:

Louise Jane Peard (SEAL)
Louise Jane Peard - (formerly Louise Jane Enochs) (SEAL)
R. H. Peard (SEAL)
R. H. Peard (SEAL)

ACKNOWLEDGMENTS

STATE OF Nebraska

Wyoming—Individual

COUNTY OF Hamilton

SS.

On this 15th day of April, 195 2, before me personally appeared

Louise Jane Peard (formerly Louise Jane Enochs) and
R. H. Peard, her husband;

to me known to be the person S described in, and who executed the foregoing instrument, and who acknowledged to me that the Y executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal this 15th day of April, 195 2

My Commission Expires:

Edward J. H. H. H. H.
 Notary Public

RECORDED JUNE 25, 1952 BK 24 PG 52 OIL AND GAS LEASE. 340464 B. D. HUE, COUNTY CLERK

THIS AGREEMENT, entered into this 14th day of April, 1952, between Alger W. Lonabaugh
also known as A. W. Lonabaugh, and Marian E. Lonabaugh, his wife, and Marie J. Logan, a
widow, formerly known as Marie J. Lonabaugh
of Sheridan, Wyoming hereinafter called "LESSOR" (whether one or more), and
C. A. Fleetwood, Casper, Wyoming hereinafter called "LESSEE," does witness:

1. That LESSOR, for and in consideration of a rental of Ten and more Dollars, (\$ 10.00), paid in
advance upon the execution hereof, receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants,
agreements hereinafter contained to be paid, kept, and performed by LESSEE, has this day granted, demised, leased, and let, and hereby grants, demises, lets,
and lets exclusively unto LESSEE for the purpose of investigating, exploring, and prospecting, by geophysical and other methods, and drilling, mining and
operating for and producing oil, gas, casinghead gas, and casinghead gasoline, laying pipe lines, building tanks, stations, power lines, telephone lines and other structures
thereon to find, produce, save, store, treat, transport, and take care of all of such substances, and for housing and boarding employees in its operations on
said land or adjacent land, the following described tract of land in Sheridan County, Wyoming, to-wit:
Township 57 North, Range 82 West Township 56 North, Range 82 West
Section 34: W₂ & W₃E₂ & E₃SE₂ Section 3: NW₄ Section 15: SE₄
Township 56 North, Range 83 West Section 6: NW₂ & N₂SW₂ Section 21: W₁NE₂
Section 1: N₂NE₂ & SE₂ Section 7: W₂ Section 22: All
Section 12: E₃SE₂ Section 14: W₂ and containing 3079.90 Section 23: W₂

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of ten (10) years from this date (said term being
hereinafter referred to as "Primary Term"), and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from the leased
premises, or operations are being prosecuted as hereinafter provided.
3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth
part of all oil produced and saved by LESSEE from the leased premises, or, from time to time, at LESSEE'S option, may pay to LESSOR for such one-eighth
royalty oil the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks, LESSOR'S interest, in
either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.
4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas only is found and used by LESSEE off the premises, one-eighth of the market
value of such gas at the well. If such gas is sold by the LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the
sale of such gas at the well. LESSEE is to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling
house on said land by means of its own connections with the well, the use of which shall be at LESSOR'S sole risk and expense.
5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product,
one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-
eighth of the net proceeds derived from the sale thereof.

6. LESSEE has paid rental hereunder to and including the 14th day of April, 1952. If operations for the drilling
of a well for oil or gas are not commenced on said land on or before the last mentioned date, LESSEE on or before said date shall pay or tender to LESSOR or
to the credit of LESSOR in Bank of Commerce Bank,
at Sheridan, Wyoming

or its successors (which bank and its successors are LESSOR'S agent and shall continue as the depository
for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder),
a rental in the sum of Three Thousand Seventy Nine and 90/100 Dollars (\$ 3079.90), which shall cover the privilege
of deferring commencement of operations for the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in like
manner annually of a rental in the same amount, the commencement of operations for the drilling of a well on the leased premises may be further deferred for
successive periods of one year each during the Primary Term hereof. All payments or tenders of rental may be made by check or draft of LESSEE, or of any
assignee thereof, mailed or delivered to LESSOR, or his assigns, or to said bank on or before such date of payment. If such bank (or any successor or bank) shall
fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept any payment, LESSEE shall not be held in default for failure to make
such payment until thirty (30) days after LESSOR shall deliver to LESSEE a proper recordable instrument naming another bank as agent to receive such pay-
ments or tenders. Notwithstanding the death of LESSOR or any successor in interest, the payment or tender of rentals in the manner provided above shall be
binding on the heirs, devisees, executors, and administrators of such person.

7. If, at any time during the Primary Term hereof, LESSEE shall drill a dry hole on said land when oil or gas is not being produced from the leased
premises, or if at any time after the discovery of oil or gas on the leased premises production of oil and gas thereon shall cease during the Primary Term hereof,
LESSEE, within two (2) months after the expiration of the last rental period for which rental was paid or during which oil or gas was produced or drilling
operations were in progress, shall either commence operations for the drilling of another well, resume the production of oil or gas, or commence or resume the pay-
ment of rentals in the amount and in the manner above provided. And it is agreed that upon such commencement or resumption of the payment of rentals, paragraph
6 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 at the expiration of the Primary Term oil, gas, casinghead gas, or casinghead gasoline is not being produced on said land but LESSEE has commenced operations
for repressuring, reworking, drilling, deepening, or plugging back a well thereon, this lease shall remain in force so long as such operations are prosecuted with due
diligence, and if such operations result in the production of oil, gas, casinghead gas, or casinghead gasoline, so long thereafter as oil, gas, casinghead gas, or
casinghead gasoline is produced from said land. If, after the expiration of the Primary Term of this lease, production on the leased premises shall cease from any
cause, this lease shall not terminate if LESSEE with due diligence commences operations for repressuring, reworking, drilling, deepening, or plugging back a well
thereon, and this lease shall remain in force so long as such operations are prosecuted with due diligence, and if production results therefrom, then as long there-
after as oil, gas, casinghead gas, or casinghead gasoline is produced from said premises. For the purposes of this paragraph, it is agreed that operations shall be
deemed commenced or prosecuted with due diligence so long as there is no delay or cessation thereof for a greater period than sixty (60) consecutive days.

8. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein, and, in connection therewith,
shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment, and inject such substances, as LESSEE con-
siders necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the
leased premises by injecting such brine or other waste substances through its well, or wells, drilled on said premises into any subsurface formations other than
the fresh water bearing formations.

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

10. LESSEE shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of
LESSOR. When required by LESSOR, LESSEE shall bury pipe lines below plow depth and shall pay for damage directly and immediately caused by its opera-
tions to growing crops thereon planted on said land. No well shall be drilled deeper than two hundred (200) feet to the house or barn now on said premises
without the written consent of LESSOR. LESSEE shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures,
houses, buildings, and other structures or property placed on said premises, including the right to draw and remove all casing.

11. This lease and all of its terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators,
successors and assigns of LESSOR and said LESSEE, and the estate of either party hereto may be assigned in whole or in part but no change of ownership in the
land or in the rentals or royalties shall be binding on LESSEE until after it has been furnished with the written transfer or assignment or a certified copy
thereof. Regardless of changes of ownership of the said land, or of portions thereof, the leased premises shall be developed and operated as one lease, and there shall
be no obligation on LESSEE or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale,
devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. It is hereby agreed that, in the event this lease shall be assigned as an entirety or as to a part or as to parts of the above described lands, LESSEE
and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment as to the part or parts so
assigned, and should the holder or owner of this lease as to any part or parts of the leased premises fail or make default in the payment of the proportionate part
of the rental due from him or them, or should such holder or owner fail or make default in any of the covenants, conditions or obligations of this lease, express
or implied, such failure or default shall not operate to defeat or affect this lease insofar as it covers any part or parts of said land upon which LESSEE or any
assignee hereof shall make due payment of said rentals, or otherwise comply with the terms and provisions of this lease. If at any time there be as many as four
parties entitled to rentals or royalties, LESSEE may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be
filed with LESSEE, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective
successors in title.

13. LESSEE may at any time surrender this lease as to all or any part of the above described lands by recording a proper instrument of surrender in the office
of the County Clerk of said county. Upon surrender as to any part of such lands the rental specified above shall be proportionately
reduced on an acreage basis and LESSEE shall have reasonable and convenient easements for then existing pipe lines, pole lines and roadways over the lands
surrendered for the purpose of continuing operations on lands retained. It is agreed that this lease shall never terminate or be forfeited or cancelled for failure to per-
form in whole or in part any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure exists,
and any decree of termination, cancellation or forfeiture shall be in the alternative and shall provide for termination, cancellation or forfeiture unless LESSEE
comply with the implied covenants, conditions, or obligations breached within a reasonable time to be determined by the court. In the event LESSOR considers that
LESSEE has not complied with all its covenants, conditions or obligations hereunder, both express and implied, LESSOR shall notify LESSEE in writing, setting
out specifically in what respects it is claimed that LESSEE has breached this contract, and LESSEE shall not be liable to LESSOR for any damages caused by
a breach of any such covenant, condition or obligation, express or implied, accruing more than sixty days prior to the receipt by LESSEE of the aforesaid written
notice of such breach. Neither the service of said notice nor the doing of any acts by LESSEE aimed to meet all or any of the alleged breaches shall be deemed
an admission or presumption that LESSEE has failed to perform all its obligations hereunder.

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge
any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and, in the event it exercises such option, LESSEE shall
be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying against the amount received in the discharge of any such mort-
gage, tax, or other lien, or royalty or rental accruing hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted, or licensed by the LESSOR to any other party
for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purpose of or in connection
with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. This lease shall not be terminated, in whole or in part, nor shall LESSEE be held liable in damages, for failure to comply with the express or implied covenants
hereof, if compliance therewith is prevented by or is contrary to or in conflict with or if such failure is the result of, any Federal or State laws, executive
orders, rules, or regulations. If, at the end of the Primary Term hereof, such term has not been extended by production or drilling as in this lease provided, and
LESSEE, by reason of any of the above recited causes, is unable to drill a well on the leased premises for oil or gas, the Primary Term and the rental provision
hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delay-
ing cause. During any period that LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes,
this lease shall remain in full force and effect.

17. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under
and by virtue of the homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

WITNESS:

Alger W. Lonabaugh (SEAL)
Marian E. Lonabaugh (SEAL)
Marie J. Logan (SEAL)

Lessee (SEAL)

ACKNOWLEDGMENTS

STATE OF Wyoming

Wyoming—Individual

COUNTY OF Sheridan

SS.

On this 2nd day of May

195 2

, before me personally appeared

Alger W. Lonabaugh, also known as A. W. Lonabaugh, and Marian E. Lonabaugh, his wife,
and Marie J. Logan, a widow, formerly known as Marie J. Lonabaugh,

to me known to be the person s described in, and who executed the foregoing instrument, and who acknowledged to
 me that they executed the same as their free act and deed, including the release and waiver of the
right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the
 said instrument.

Given under my hand and seal this 2nd day of May

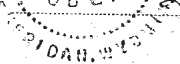
195 2

My Commission Expires:

Dec. 2-1953

[Signature]

Notary Public



RECORDED JUNE 25, 1952 BK 73 PG 84 OIL AND GAS LEASE. 340465 P. F. HUME, COUNTY CLERK

THIS AGREEMENT, entered into this 1 day of May, 1952, between Bocky B. Boony,
who acquired title as, Bocky Perre, and Theresa Boony, his wife,
of Brady, Montana, hereinafter called "LESSOR" (whether one or more), and
C.A. Fleetwood, of Casper, Wyoming, "LESSEE," does witness:

1. That LESSOR, for and in consideration of a rental of ten and 10/100 Dollars (\$ 10.00), paid in
advance upon the execution hereof, receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants
and agreements hereinafter contained to be paid, kept, and performed by LESSEE, has granted, demised, leased, and let, and hereby grants, demises, leases,
and lets exclusively unto LESSEE for the purpose of investigating, exploring and prospecting, by geophysical and other methods, and drilling, mining and
operating for and producing oil, gas, casinghead gas, and casinghead gasoline, laying pipe lines, building tanks, stations, power lines, telephone lines and other structures
thereon to find, produce, save, store, treat, transport, and take care of all of such substances, and for housing and boarding employees in its operations on
said land or adjacent land, the following described tract of land in Sheridan County, Wyoming to-wit:

Township 57 North, Range 04 West

Section 6, SPA

Section 7, NE 1/4, NE 1/4, SPA 1E

and containing 320 acres, more or less,
and also, in addition to the above described land, any and all other land owned or claimed by LESSOR in said section or sections in which the above described
land is situated or in adjoining sections, and adjacent to the above described land.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of ten (10) years from this date (said term being
hereinafter referred to as "Primary Term"), and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from the leased
premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth
part of all oil produced and saved by LESSEE from the leased premises, or, from time to time, at LESSEE's option, may pay to LESSOR for such one-eighth
royalty oil the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks, LESSOR's interest, in either
case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.

4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas only is found and used by LESSEE off the premises, one-eighth of the market
value of such gas at the well. If such gas is sold by the LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the
sale of such gas at the well. LESSOR is to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling
house on said land by making his own connections with the well, the use of said gas to be at LESSOR's sole risk and expense.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product,
one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-
eighth of the net proceeds derived from the sale thereof.

6. LESSEE has paid rental hereunder to and including the 1st day of May, 1953. If operations for the drilling
of a well for oil or gas are not commenced on said land on or before the last mentioned date, LESSEE on or before said date shall pay or tender to LESSOR or to
the credit of LESSOR in Farmers State Bank,

at Conrad, Montana, or its successors (which bank and its successors are LESSOR's agent and shall continue as the depository
for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder),
a rental in the sum of Three Hundred Twenty and 10/100 Dollars (\$ 320.00), which shall cover the privilege
of deferring commencement of operations for the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in like
manner annually of a rental in the same amount, the commencement of operations for the drilling of a well on the leased premises may be further deferred for
successive periods of one year each during the Primary Term hereof. All payments or tenders of rental may be made by check or draft of LESSEE, or of any
assignee thereof, payable to LESSOR, or his assigns, or to said bank on or before such date of payment. If such bank (or any success-or bank) shall
fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept any payment, LESSEE shall not be held in default for failure to make
such payment until thirty (30) days after LESSOR shall deliver to LESSEE a proper recordable instrument naming another bank as agent to receive such pay-
ments or tenders. Notwithstanding the death of LESSOR or any successor in interest, the payment or tender of rentals in the manner provided above shall be
binding on the heirs, devisees, executors, and administrators of such person.

7. If, at any time during the Primary Term hereof, LESSEE shall drill a dry hole on said land when oil or gas is not being produced from the leased
premises, or if at any time after the discovery of oil or gas on the leased premises production of oil and gas thereon shall cease during the Primary Term hereof,
LESSEE, within twelve (12) months from the date of such cessation of production, shall commence operations for the drilling of another well, or resume the production of oil or gas, or commence or resume the pay-
ment of rentals in the amount and in the manner above provided. And it is agreed that upon such commencement or resumption of the payment of rental, paragraph
6 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 at the expiration of the Primary Term oil, gas, casinghead gas or casinghead gasoline is not being produced on said land but LESSEE has commenced operations
for repressuring, reworking, drilling, deepening, or plugging back a well thereon, this lease shall remain in force so long as such operations are prosecuted with due
diligence, and if such operations result in the production of oil, gas, casinghead gas, or casinghead gasoline, so long thereafter as oil, gas, casinghead gas, or
casinghead gasoline is produced from said premises. If at the expiration of the Primary Term of this lease, production on the leased premises shall cease from any
cause, this lease shall not terminate if LESSEE with due diligence commences operations for repressuring, reworking, drilling, deepening, or plugging back a well
thereon, and this lease shall remain in force so long as such operations are prosecuted with due diligence, and if production results therefrom, then as long as there-
after as oil, gas, casinghead gas, or casinghead gasoline is produced from said premises. For the purposes of this paragraph, it is agreed that operations shall be
deemed commenced if there is no cessation thereof for a period of sixty (60) consecutive days.

8. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein, and in connection therewith,
shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment, and inject such substances, as LESSEE con-
sidered necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the
leased premises by injecting such brine or other waste substances through its well, or wells, drilled on said premises into any subsurface formations other than
the fresh water bearing formations.

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

10. LESSEE shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of
LESSOR. When required by LESSOR, LESSEE shall bury pipe lines below plow depth and shall pay for damage directly and immediately caused by its opera-
tions to growing crops thereon planted on said land. No well shall be drilled nearer than two hundred (200) feet to the house or barn now on said premises
without the written consent of LESSOR. LESSEE shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures,
houses, buildings, and other structures or property placed on said premises, including the right to draw and remove all casing.

11. This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators,
successors and assigns of said LESSOR and said LESSEE. The estate of either party hereto may be assigned in whole or in part but no change of ownership in the
land or in the rentals or royalties shall be binding on LESSEE until after it has been furnished with the written transfer or assignment or a certified copy
thereof. Regardless of changes of ownership of the said land, or of portions thereof, the leased premises shall be developed and operated as one lease, and there shall
be no obligation on LESSEE or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale,
devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. It is hereby agreed that, in the event this lease shall be assigned as an entirety or as to a part or as to parts of the above described lands, LESSEE
and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment as to the part or parts so
assigned, and should the holder or owner of this lease as to any part or parts of the leased premises fail or make default in the payment of the proportionate part
of the rental due from them, or should such holder or owner fail or make default in any of the covenants, conditions or obligations of this lease, express
or implied, such failure or default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which LESSEE or any
assignee hereof shall make due payment of said rentals, or otherwise comply with the terms and provisions of this lease. If at any time there be as many as four
parties entitled to rentals or royalties, LESSEE may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be
filed with LESSEE, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective
successors in title.

13. LESSEE may at any time surrender this lease as to all or any part of the above described lands by recording a proper instrument of surrender in the office
of the County Clerk of said county. Upon surrender as to any part of such lands the rental specified above shall be proportionately
reduced on an acreage basis and LESSEE shall have reasonable and convenient easements for then existing pipe lines, pole lines and roadways over the lands
surrendered for the purpose of continuing operations on lands retained. It is agreed that this lease shall never terminate or be forfeited or cancelled for failure to per-
form in whole or in part any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure exists,
and any decree of termination, cancellation or forfeiture shall be in the alternative and shall provide for termination, cancellation or forfeiture unless LESSEE
comply with the implied covenants, conditions, or obligations breached within a reasonable time to be determined by the court. In the event LESSOR considers that
LESSEE has not complied with all or parts of its implied covenants, conditions or obligations, LESSOR shall notify LESSEE in writing, setting
out specifically in what respects it is claimed that LESSEE has breached this contract, and LESSEE shall not be liable to LESSOR for any damages caused by
a breach of any such covenant, condition or obligation, express or implied, accruing more than sixty days prior to the receipt by LESSEE of the aforesaid written
notice of such breach. Neither the service of said notice nor the doing of any acts by LESSEE aimed to meet all or any of the alleged breaches shall be deemed
an admission or presumption that LESSEE has failed to perform all its obligations hereunder.

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge
any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and, in the event it exercises such option, LESSEE shall
be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying against the amount required in the discharge of any such mort-
gage, tax, or other lien, any royalty or rentals accruing hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted, or licensed by the LESSOR to any other party
for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purpose of or in connection
with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. This lease shall not be terminated, in whole or in part, nor shall LESSEE be held liable in damages, for failure to comply with the express or implied cove-
nants hereof, if such failure is prevented by or is contrary to or in conflict with any Federal or State law, executive order, rule, or regulation. If, at the end of the Primary Term hereof, such term has not been extended by production or drilling as in this lease provided, and
LESSEE, by reason of any of the above recited causes, is unable to drill a well on the leased premises for oil or gas, the Primary Term and the rental provision
hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delay-
ing cause. During any period that LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes,
this lease shall remain in full force and effect.

LESSOR hereby grants to LESSEE, its heirs, assigns, successors and assigns, all of any and all of the leased premises or rights therein with any other land (whether United States, State, or privately owned) in the vicinity thereof, or with any leasehold, operating or other rights or interests in such other land. LESSOR shall execute and record in the office of the _____ of said County, an instrument identifying the pooled or unitized area. Any well drilled or operations conducted under this lease, and there shall be allocated in the portion of the leased premises included in any such pooling or unitization such proportion of the net production from all lands so pooled or unitized as such portion of the leased premises, compared to the net production from all lands so pooled or unitized, shall be considered for all purposes, including the payment of delivery of royalty to the entire production from the portion of the leased premises included in such pooling or unitization in the same manner as though produced from such portion of the leased premises under the terms of this lease.

18. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of any homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

WITNESS:

Rocky R. Perry (SEAL)
Theresa Perry (SEAL)

Lessor (SEAL)

STATE OF Montana }
COUNTY OF Pondera } SS. Wyoming—Individual

On this 21st day of May, 1952, before me personally appeared Rocky R. Perry, who acquired title as, Roscoe Perry, and Theresa Perry, his wife to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Given under my hand and seal the day and year in this certificate first above written.

My Commission Expires:

W. Doyle
NOTARY PUBLIC for the State of Montana
Residing at Conrad, Montana
My Commission Expires March 11, 1953

Notary Public

RECORDED JUNE 25, 1952 BK 88 PG 86 NO. 340466 B. B. HUME, COUNTY CLERK
OIL AND GAS LEASE

THIS AGREEMENT, entered into this 21st day of April, 1952, by and between
Elma E. Richardson and Florence L. Richardson, his wife
of Sheridan, Wyoming hereinafter called "LESSOR" (whether one or more), and
Shell Oil Company, of Casper, Wyoming, "LESSEE."

WITNESSETH:

1. That LESSOR, for and in consideration of the sum of ten and more dollars (\$10.00), in hand paid, the receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants and agreements hereinafter contained to be paid, kept and performed by LESSEE, has this day granted, demised, leased, and let, and hereby grants, demises, leases and lets, exclusively unto LESSEE for the purpose of investigating, exploring and prospecting by geo-physical and other methods, and drilling, mining and operating for and producing oil, gas, casinghead gas, and casinghead gaso- line, laying pipe lines, building tanks, stations, powers, power lines, telephone lines and other structures thereon, but not by seismographic exploration upon the ground except with the written consent of LESSOR, to find, produce, save, store, treat, trans- port, and take care of all such substances, and for housing and boarding employees in its operations on said land, the following

described lands in Sheridan County, Wyoming, to-wit:

Township 56 North Range 83 West

Section 31: NE 1/4 & all of the NE 1/4, except that portion thereof lying Southwesterly of the westerly right of way line of the County road.

Township 56 North Range 84 West

Section 25: NE 1/4 & SE 1/4 & E 1/2

Section 36: NE 1/4 & SE 1/4 & all that portion of S. 1/4 E. 1/2 lying Northeasterly of the Easterly right of way line of the County road.

Also a tract of land in the SE 1/4 of Section 36 being described as follows to-wit:

Beginning at a point which is the East quarter corner of said Section 36;

Thence Westerly along the East and West center line of said Section 36 to a point of intersection with the North East right of way line of the County road;

Thence in a Southeasterly direction along the Northeast right of way line of said County Road to a point of intersection with the East line of said Section 36;

Thence Northerly along the said East line of said Section 36 to the point of beginning, and containing 29.0 acres, more or less.

and containing 281 acres, more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of five (5) years from this date (said term being hereinafter referred to as "Primary Term") and as long thereafter as oil, gas, casinghead gas, casing- head gasoline or any of them is produced in commercial quantities from the leased premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth part of all oil produced and saved by LESSEE from the leased premises, or, from time to time, at LESSEE'S option, may pay to LESSOR for such one-eighth royalty oil the market price for oil of like grade and gravity prevail- ing on the day such oil is run into the pipe line, or into storage tanks, LESSOR'S interest, in either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.

4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas only is found and used by LESSEE off the premises, one-eighth of the market value of such gas at the well. If such gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well. LESSOR shall have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at LESSOR'S sole risk and expense.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof. If gas from a well producing gas only is not sold or used, LESSEE shall pay LESSOR the sum of Two Hundred Forty Five and 25/100 Dollars (\$ 245.25), per year, and if such payment is made it will be considered that gas is being produced within the meaning of paragraph 2 hereof. And if such payment is made by LESSEE to LESSOR, LESSEE shall be credited with such payment upon any royalty payments thereafter due LESSOR on account of gas produced from that well. The word "gas" as used herein shall include casinghead gas and casinghead gasoline.

6. If the drilling of a well for oil or gas, which means the actual penetration of the surface of the ground by a drilling bit, are not commenced on said land on or before the 21st day of April, 1953, LESSEE on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in The First National

Bank, at Sheridan, Wyoming, or its successors (which bank and its successors are LESSOR'S agent and shall continue as the depository for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder), a rental in the sum of Five Hundred Eighty

One and No/100 Dollars (\$ 281.00), which shall cover the privilege of

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deferring the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in like manner annually of a rental in the same amount, the drilling of a well on the leased premises may be further deferred for successive periods of one year each during the Primary Term hereof. All payments or tenders of rental may be made by check or draft of LESSEE, or of any assignee thereof, mailed or delivered to LESSOR, or his assigns, or to said Bank on or before such date of payment. If such bank (or any successor bank) shall fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept any payment, LESSEE shall not be held in default for failure to make such payment until thirty (30) days after which LESSOR shall deliver to LESSEE a proper recordable instrument naming another bank as agent to receive such payments or tenders. Notwithstanding the death of LESSOR or any successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.

7. If, at any time during the Primary Term hereof, LESSEE shall drill a dry hole on said land when oil or gas is not being produced from the leased premises, or if at any time after the discovery of oil or gas on the leased premises production of oil and gas thereon shall cease during the Primary Term hereof, LESSEE, within sixty (60) days from expiration of the last rental period for which rental was paid or during which oil or gas was produced or drilling was in progress, shall either commence actual drilling of another well, resume the production of oil or gas, or commence or resume the payment of rentals in the amount and in the manner above provided. And it is agreed that upon such commencement or resumption of the payment of rentals, paragraph 6 hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there has been no interruption in the rental payments. If at the expiration of the Primary Term oil, gas, casinghead gas or casinghead gasoline is not being produced on said land but LESSEE has commenced actual operations for repressuring, reworking, drilling, deepening or plugging back a well thereon, this lease shall remain in force so long as such operations are prosecuted with due diligence, and if such operations result in the production of oil, gas, casinghead gas, or casinghead gasoline, so long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said lands. If, after the expiration of the Primary Term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate if LESSEE with due diligence commences operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, and this lease shall remain in force so long as such operations are prosecuted with due diligence, and if production results therefrom, then as long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said premises. For the purposes of this paragraph, it is agreed that operations shall be deemed commenced or prosecuted with due diligence as long as there is no delay or cessation thereof for a period greater than sixty (60) consecutive days.

8. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein, and, in connection therewith, shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment and inject any such substances, as LESSEE considers necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the leased premises by injecting such brine or other waste substances through its well, or wells, drilled on said premises into any subsurface formations other than fresh water bearing formations.

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

10. LESSEE shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of LESSOR or water needed for the irrigation of said lands. When required by LESSOR, LESSEE shall bury pipe lines below plow depth and shall pay for all damage directly and immediately caused by its operations to growing crops theretofore planted on said land and shall promptly and fully repair and restore to their previous condition, as far as practicable and at LESSEE'S expense, all damage to roads, fences, ditches, waterholes, irrigation structures, bridges and other improvements, caused by its operations. No well shall be drilled nearer than fifteen hundred (1500) feet to the main dwelling house on said premises, nor nearer than five hundred (500) feet to any barn thereon, nor nearer than two hundred (200) feet to any other building thereon without the written consent of LESSOR. LESSEE shall have the right to remove at any time during the term of this lease, and shall promptly after the expiration of said term, remove all machinery, fixtures, houses, buildings and other structures or property placed by it on said premises, including the right to draw and remove all casing.

11. This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators, successors and assigns of said LESSOR and said LESSEE. The estate of either party hereto may be assigned in whole or in part, except that LESSEE shall not, without LESSOR'S written consent first had and obtained, assign this lease as to the whole or any part of the leased land, provided, however, that LESSEE may, without such written consent, assign this lease as to the whole or any part of the leased land to (1) a person, firm, or corporation succeeding to substantially all of LESSEE'S oil and gas production business in the State of Wyoming, or to a parent, subsidiary or affiliate of LESSEE, or (2) to person, firm or corporation having a net worth of more than One Million Dollars (\$1,000,000.00). But no change of ownership in the land or in the rentals or royalties shall be binding on LESSEE until after it has been furnished with the written transfer or assignment or a certified copy thereof. Regardless of changes of ownership of the said land, or of portions thereof, the leased premises shall be developed and operated as one lease, and there shall be no obligation on LESSEE or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. It is agreed that, in the event this lease shall be assigned as herein provided, LESSEE and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment. If at any time there be as many as four parties entitled to rentals or royalties, LESSEE may withhold payments thereof unless and until all parties entitled to rents and royalties designate, in writing, in a recordable instrument to be filed with LESSEE, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

13. LESSEE may at any time surrender this lease as to all of the above described lands, but may surrender this lease from time to time as to less than all of said lands only after oil, gas, casinghead gas, or casinghead gasoline, or any of them, is produced on said lands, by recording a proper instrument of surrender in the office of the County Clerk of said County. It is agreed that this lease shall never terminate or be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure exists, and any decree of termination, cancellation or forfeiture shall be in the alternative and shall provide for termination, cancellation or forfeiture unless LESSEE comply with the implied covenants, conditions or obligations breached within a reasonable time to be determined by the Court. In the event LESSOR considers that LESSEE has not complied with its covenants, conditions, or obligations hereunder, both express and implied, LESSOR shall notify LESSEE in writing, setting out specifically in what respects it is claimed that LESSEE has breached this contract, and LESSEE shall not be liable to LESSOR for any damages caused by a breach of any such covenant, condition, or obligation, express or implied, accruing more than sixty (60) days prior to the receipt by LESSEE of the aforesaid notice of such breach. Neither the service of said notice nor the doing of any acts by LESSEE aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that LESSEE has failed to perform all its obligations hereunder.

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages or other liens existing, levied, or assessed on or against the above described lands, and in the event it exercises such option, LESSEE shall be subrogated to the rights of any holder or holders thereof, and may reimburse itself by applying against the amount required in the discharge of any such mortgage, tax, or other lien, any royalty or rental accruing hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purposes of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. Should a well, located within three hundred and thirty (330) feet of any exterior boundary of the above described lands or lands adjacent thereto neither owned nor controlled by LESSOR, produce oil or gas in paying quantities, then unless a well shall have theretofore been drilled or is at the time being drilled by LESSEE within the offset area herein provided, LESSEE shall, within ninety (90) days after such well has been completed and put on continuous production, commence operations on the above described lands for an offset well thereto. Offset wells shall be located within an offset area extending three hundred and thirty (330) feet from the boundary separating the properties and three hundred and thirty (330) feet on each side of a straight line, or projection thereof, extending from the competing well through the nearest point on said boundary.

17. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations applicable to such operations, and this lease shall not be terminated in whole or in part, or LESSEE be held liable in damages, for failure to comply with the terms hereof, if compliance therewith is prevented by or if such failure is the result of, any such Law, Order, Rule or Regulation, or if prevented by an act of God, of the public enemy, labor disputes, inability to obtain material, failure of transportation, or other cause beyond the control of LESSEE. But LESSEE shall indemnify and save harmless LESSOR from and against all liability, laws, expense and attorney fees by reason of LESSEE'S default or failure to comply with any such Law, Order, Rule or Regulation. If, at the end of the Primary Term hereof, such term has not been extended by production or drilling as in this lease provided, and LESSEE, by reason of any of the above recited causes beyond its control, is unable to drill a well on the leased premises for oil or gas, the Primary Term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause. During any period that LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

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18. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said State, insofar as the same may in any way affect the purposes for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed by the parties hereto as of the day and year first above written.

Elma E. Richardson (SEAL)
Elma E. Richardson

Florence M. Richardson (SEAL)
Florence M. Richardson

Lessor

(SEAL)

(SEAL)

Lessee

STATE OF Wyoming }
COUNTY OF Sheridan } ss.

Wyoming—Individual

On this 21st day of April, 19 52, before me personally appeared
Elma E. Richardson and Florence M. Richardson, his wife

to me known to be the person ~~is~~ described in and who executed the foregoing instrument, and acknowledged that ~~theY~~ executed the same as their free act and deed.

Given under my hand and seal the day and year in this certificate first above written.

My Commission expires:

March 24th, 1954

William D. Redle
William D. Redle

Notary Public

RECORDED JUNE 25, 1952 BY 83 PG 39 NO. 340467 B. P. HUMB. COUNTY CLERK

OIL AND GAS LEASE

THIS AGREEMENT, entered into this 22nd day of April, 1952, by and between Charles L. Scrutchfield and Bertha M. Scrutchfield, one and the same person as Bertha Mae Scrutchfield, his wife

of 623 Big Horn Avenue, Sheridan, Wyoming, hereinafter called "LESSOR" (whether one or more), and Shell Oil Company, a Corporation of Delaware, Casper, Wyoming, "LESSEE."

WITNESSETH:

1. That LESSOR, for and in consideration of the sum of ten and more dollars (\$10.00), in hand paid, the receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants and agreements hereinafter contained to be paid, kept and performed by LESSEE, has this day granted, demised, leased, let, and hereby grants, demises, leases and lets, exclusively unto LESSEE for the purpose of investigating, exploring and prospecting by geophysical and other methods, and drilling, mining and operating for and producing oil, gas, casinghead gas, and casinghead gasoline, laying pipe lines, building tanks, stations, powers, power lines, telephone lines and other structures thereon, but not by seismicographic exploration upon the ground except with the written consent of LESSOR, to find, produce, save, store, treat, transport, and take care of all such substances, and for housing and boarding employees in its operations on said land, the following described lands in Sheridan County, Wyoming, to-wit:

Township 56 North Range 83 West of the 6th. Principal Meridian

Section 18: E $\frac{1}{2}$ SW $\frac{1}{4}$, the South 550 feet of the S $\frac{1}{2}$ NE $\frac{1}{4}$, and all that part of the SE $\frac{1}{4}$ lying Northwesterly of the Westerly right of way line of the Chicago, Burlington and Quincy Railroad.

Section 19: All that part of the W $\frac{1}{2}$ of said Section 19, described as follows: Beginning at the Northeast corner of SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section;

Thence South 42 degrees 30 Minutes West 710 feet;
Thence South 7 degrees 48 minutes East 730 feet;
Thence West 400 feet;
Thence South 1900 feet;
Thence North 87 degrees 45 minutes West 640 feet;
Thence South 11 degrees 12 minutes East 864 feet;

more or less to the South line of said Section, said point being 86 feet East of the Southeast corner of Lot 4 of said Section;

Thence West to the West line of said Section a distance of 1346.6 feet;

Thence North 1 mile;

Thence East 1255.3 feet, more or less to the East line of Lot 1 of said Section;

Thence South 1/4th. mile;

Thence East 1/4th. mile to the point of Beginning.

Township 56 North Range 84 West of the 6th. Principal Meridian

Section 13: SE $\frac{1}{4}$

Section 24: NW $\frac{1}{4}$ & NW $\frac{1}{4}$ SW $\frac{1}{4}$

and containing 870.67 acres, more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of five (5) years from this date (said term being hereinafter referred to as "Primary Term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced in commercial quantities from the leased premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth part of all oil produced and saved by LESSEE from the leased premises, or, from time to time, at LESSEE'S option, may pay to LESSOR for such one-eighth royalty oil the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks, LESSOR'S interest, in either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.

4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas only is found and used by LESSEE off the premises, one-eighth of the market value of such gas at the well. If such gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well. LESSOR shall have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at LESSOR'S sole risk and expense.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof. If gas from a well producing gas only is not sold or used, LESSEE shall pay LESSOR the sum of

Fifty and No/100- - - - - Dollars (\$ 50.00)

per year, and if such payment is made it will be considered that gas is being produced within the meaning of paragraph 2 hereof. And if such payment is made by LESSEE to LESSOR, LESSEE shall be credited with such payment upon any royalty payments thereafter due LESSOR on account of gas produced from that well. The word "gas" as used herein shall include casinghead gas and casinghead gasoline.

6. If the drilling of a well for oil or gas, which means the actual penetration of the surface of the ground by a drilling bit, are not commenced on said land on or before the 22nd day of April, 1953, LESSEE on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in Bank of Commerce

Bank, at Sheridan, Wyoming, or its successors (which bank and its successors are LESSOR'S agent and shall continue as the depository for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder), a rental in the sum of Eight Hundred Seventy

and 67/100- - - - - Dollars (\$ 870.67

, which shall cover the privilege of

deferring the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in like manner annually of a rental in the same amount, the drilling of a well on the leased premises may be further deferred for successive periods of one year each during the Primary Term hereof. All payments or tenders of rental may be made by check or draft of LESSEE, or of any assignee thereof, mailed or delivered to LESSOR, or his assigns, or to said Bank on or before such date of payment. If such bank (or any successor bank) shall fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept any payment, LESSEE shall not be held in default for failure to make such payment until thirty (30) days after which LESSOR shall deliver to LESSEE a proper recordable instrument naming another bank as agent to receive such payments or tenders. Notwithstanding the death of LESSOR or any successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.

7. If, at any time during the Primary Term hereof, LESSEE shall drill a dry hole on said land when oil or gas is not being produced from the leased premises, or if at any time after the discovery of oil or gas on the leased premises production of oil and gas thereon shall cease during the Primary Term hereof, LESSEE, within sixty (60) days from expiration of the last rental period for which rental was paid or during which oil or gas was produced or drilling was in progress, shall either commence actual drilling of another well, resume the production of oil or gas, or commence or resume the payment of rentals in the amount and in the manner above provided. And it is agreed that upon such commencement or resumption of the payment of rentals, paragraph 6 hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there has been no interruption in the rental payments. If at the expiration of the Primary Term oil, gas, casinghead gas or casinghead gasoline is not being produced on said land but LESSEE has commenced actual operations for repressuring, reworking, drilling, deepening or plugging back a well thereon, this lease shall remain in force so long as such operations are prosecuted with due diligence, and if such operations result in the production of oil, gas, casinghead gas, or casinghead gasoline, so long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said lands. If, after the expiration of the Primary Term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate if LESSEE with due diligence commences operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, and this lease shall remain in force so long as such operations are prosecuted with due diligence, and if production results therefrom, then as long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said premises. For the purposes of this paragraph, it is agreed that operations shall be deemed commenced or prosecuted with due diligence as long as there is no delay or cessation thereof for a period greater than sixty (60) consecutive days.

8. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein, and, in connection therewith, shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment and inject any such substances, as LESSEE considers necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the leased premises by injecting such brine or other waste substances through its well, or wells, drilled on said premises into any subsurface formations other than fresh water bearing formations.

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

10. LESSEE shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of LESSOR or water needed for the irrigation of said lands. When required by LESSOR, LESSEE shall bury pipe lines below plow depth and shall pay for all damage directly and immediately caused by its operations to growing crops theretofore planted on said land and shall promptly and fully repair and restore to their previous condition, as far as practicable and at LESSEE'S expense, all damage to roads, fences, ditches, waterholes, irrigation structures, bridges and other improvements, caused by its operations. No well shall be drilled nearer than fifteen hundred (1500) feet to the main dwelling house on said premises, nor nearer than five hundred (500) feet to any barn thereon, nor nearer than two hundred (200) feet to any other building thereon without the written consent of LESSOR. LESSEE shall have the right to remove at any time during the term of this lease, and shall promptly after the expiration of said term, remove all machinery, fixtures, houses, buildings and other structures or property placed by it on said premises, including the right to draw and remove all casing.

11. This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators, successors and assigns of said LESSOR and said LESSEE. The estate of either party hereto may be assigned in whole or in part, except that LESSEE shall not, without LESSOR'S written consent first had and obtained, assign this lease as to the whole or any part of the leased land, provided, however, that LESSEE may, without such written consent, assign this lease as to the whole or any part of the leased land to (1) a person, firm, or corporation succeeding to substantially all of LESSEE'S oil and gas production business in the State of Wyoming, or to a parent, subsidiary or affiliate of LESSEE, or (2) to person, firm or corporation having a net worth of more than One Million Dollars (\$1,000,000.00). But no change of ownership in the land or in the rentals or royalties shall be binding on LESSEE until after it has been furnished with the written transfer or assignment or a certified copy thereof. Regardless of changes of ownership of the said land, or of portions thereof, the leased premises shall be developed and operated as one lease, and there shall be no obligation on LESSEE or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. It is agreed that, in the event this lease shall be assigned as herein provided, LESSEE and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment. If at any time there be as many as four parties entitled to rentals or royalties, LESSEE may withhold payments thereof unless and until all parties entitled to rents and royalties designate, in writing, in a recordable instrument to be filed with LESSEE, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

13. LESSEE may at any time surrender this lease as to all of the above described lands, but may surrender this lease from time to time as to less than all of said lands only after oil, gas, casinghead gas, or casinghead gasoline, or any of them, is produced on said lands, by recording a proper instrument of surrender in the office of the County Clerk of said County. It is agreed that this lease shall never terminate or be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure exists, and any decree of termination, cancellation or forfeiture shall be in the alternative and shall provide for termination, cancellation or forfeiture unless LESSEE comply with the implied covenants, conditions or obligations breached within a reasonable time to be determined by the Court. In the event LESSOR considers that LESSEE has not complied with its covenants, conditions, or obligations hereunder, both express and implied, LESSOR shall notify LESSEE in writing, setting out specifically in what respects it is claimed that LESSEE has breached this contract, and LESSEE shall not be liable to LESSOR for any damages caused by a breach of any such covenant, condition, or obligation, express or implied, accruing more than sixty (60) days prior to the receipt by LESSEE of the aforesaid notice of such breach. Neither the service of said notice nor the doing of any acts by LESSEE aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that LESSEE has failed to perform all its obligations hereunder.

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages or other liens existing, levied, or assessed on or against the above described lands, and in the event it exercises such option, LESSEE shall be subrogated to the rights of any holder or holders thereof, and may reimburse itself by applying against the amount required in the discharge of any such mortgage, tax, or other lien, any royalty or rental accruing hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purposes of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. Should a well, located within three hundred and thirty (330) feet of any exterior boundary of the above described lands or lands adjacent thereto neither owned nor controlled by LESSOR, produce oil or gas in paying quantities, then unless a well shall have theretofore been drilled or is at the time being drilled by LESSEE within the offset area herein provided, LESSEE shall, within ninety (90) days after such well has been completed and put on continuous production, commence operations on the above described lands for an offset well thereto. Offset wells shall be located within an offset area extending three hundred and thirty (330) feet from the boundary separating the properties and three hundred and thirty (330) feet on each side of a straight line, or projection thereof, extending from the competing well through the nearest point on said boundary.

17. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations applicable to such operations, and this lease shall not be terminated in whole or in part, or LESSEE be held liable in damages, for failure to comply with the terms hereof, if compliance therewith is prevented by or if such failure is the result of, any such Law, Order, Rule or Regulation, or if prevented by an act of God, of the public enemy, labor disputes, inability to obtain material, failure of transportation, or other cause beyond the control of LESSEE. But LESSEE shall indemnify and save harmless LESSOR from and against all liability, laws, expense and attorney fees by reason of LESSEE'S default or failure to comply with any such Law, Order, Rule or Regulation. If, at the end of the Primary Term hereof, such term has not been extended by production or drilling as in this lease provided, and LESSEE, by reason of any of the above recited causes beyond its control, is unable to drill a well on the leased premises for oil or gas, the Primary Term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause. During any period that LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

B.L.S. B.M.S.

18. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said State, insofar as the same may in any way affect the purposes for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed by the parties hereto as of the day and year first above written.

Charles L. Scrutchfield (SEAL)
Charles L. Scrutchfield

Bertha M. Scrutchfield (SEAL)
Bertha M. Scrutchfield

Lessor

Lessee

STATE OF Wyoming

COUNTY OF Sheridan

ss.

Wyoming—Individual

On this 22nd day of April

19 52, before me personally appeared

Charles L. Scrutchfield and Bertha M. Scrutchfield, one and the same person as Bertha

Mae Scrutchfield, his wife.

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Given under my hand and seal the day and year in this certificate first above written.

My Commission expires:

March 24, 1954

William S. Reddy

Notary Public

STATE OF _____

OIL AND GAS LEASE

THIS AGREEMENT, entered into this 21st day of April, 1952, by and between
Prairie Dog Ranch, Inc., a Corporation of the State of Wyoming,
in care of Charles L. Adam, 1107 West Works Street

of Sheridan, Wyoming hereinafter called "LESSOR" (whether one or more), and
Shell Oil Company, a Corporation of Delaware, Gaspor, Boonville, "LESSEE."

WITNESSETH:

1. That LESSOR, for and in consideration of the sum of ten and more dollars (\$10.00), in hand paid, the receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants and agreements hereinafter contained to be paid, kept and performed by LESSEE, has this day granted, demised, leased, and let, and hereby grants, demises, leases and lets, exclusively unto LESSEE for the purpose of investigating, exploring and prospecting by geophysical and other methods, and drilling, mining and operating for and producing oil, gas, casinghead gas, and casinghead gasoline, laying pipe lines, building tanks, stations, powers, power lines, telephone lines and other structures thereon, but not by seismicographic exploration upon the ground except with the written consent of LESSOR, to find, produce, save, store, treat, transport, and take care of all such substances, and for housing and boarding employees in its operations on said land, the following described lands in Sheridan County, Wyoming, to-wit:

Township 56 North Range 83 West

Section 19: NE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 20: NE $\frac{1}{4}$ NW $\frac{1}{4}$ & NE $\frac{1}{4}$ NE $\frac{1}{4}$ & SW $\frac{1}{4}$ NE $\frac{1}{4}$ & NW $\frac{1}{4}$ SE $\frac{1}{4}$ & SE $\frac{1}{4}$ SE $\frac{1}{4}$ & NE $\frac{1}{4}$ SW $\frac{1}{4}$ & SW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 21: SW $\frac{1}{4}$ NE $\frac{1}{4}$

Section 29: SW $\frac{1}{4}$ NW $\frac{1}{4}$ & NE $\frac{1}{4}$ NW $\frac{1}{4}$ & SW $\frac{1}{4}$ NE $\frac{1}{4}$ & NE $\frac{1}{4}$ NE $\frac{1}{4}$ & NE $\frac{1}{4}$ SE $\frac{1}{4}$ & SW $\frac{1}{4}$ SE $\frac{1}{4}$ & NE $\frac{1}{4}$ SW $\frac{1}{4}$ & SW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 30: Lots 2 & 4 & SW $\frac{1}{4}$ NE $\frac{1}{4}$ & NE $\frac{1}{4}$ NE $\frac{1}{4}$ & NE $\frac{1}{4}$ SE $\frac{1}{4}$ & SW $\frac{1}{4}$ SE $\frac{1}{4}$ & NE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 31: Lots 1 & 2 & E $\frac{1}{2}$ of Lots 3 & 4 & E $\frac{1}{2}$ NW $\frac{1}{4}$ & NE $\frac{1}{4}$ (also being described as NE $\frac{1}{4}$ & all of the NW $\frac{1}{4}$ SW $\frac{1}{4}$, except that portion thereof lying southwesterly of the westerly right of way line of the County Road)

Township 56 North Range 84 West

Section 25: NE $\frac{1}{4}$ NW $\frac{1}{4}$ & SE $\frac{1}{4}$ SW $\frac{1}{4}$ & E $\frac{1}{2}$

Section 36: NE $\frac{1}{4}$ NE $\frac{1}{4}$ & SE $\frac{1}{4}$ NE $\frac{1}{4}$ & all that portion of SW $\frac{1}{4}$ NE $\frac{1}{4}$ lying Northeasterly of the Easterly right of way line of the County road.

Also a tract of land in the SE $\frac{1}{4}$ of Section 36 being described as follows to-wit:

Beginning at a point which is the East quarter corner of said Section 36;
Thence westerly along the East and West center line of said Section 36 to a point of intersection with the North East right of way line of the County Road;
Thence in a Southeasterly direction along the Northeast right of way line of said County Road to a point of intersection with the East line of said Section 36;
Thence Northerly along the said East line of said Section 36 to the point of beginning and containing 29.0 acres, more or less.

(Lessor shall have gas free of charge from any gas well on the leased premises for agricultural and domestic use).

and containing 1,977.23 acres, more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of three (3) years from this date (said term being hereinafter referred to as "Primary Term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced in commercial quantities from the leased premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth part of all oil produced and saved by LESSEE from the leased premises, or, from time to time, at LESSEE'S option, may pay to LESSOR for such one-eighth royalty oil the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks, LESSOR'S interest, in either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.

4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas only is found and used by LESSEE off the premises, one-eighth of the market value of such gas at the well. If such gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well. LESSOR shall have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at LESSOR'S sole risk and expense.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof. If gas from a well producing gas only is not sold or used, LESSEE shall pay LESSOR the sum of Seven Hundred Forty Three and 72/100 Dollars (\$ 743.72), per year, and if such payment is made it will be considered that gas is being produced within the meaning of paragraph 2 hereof. And if such payment is made by LESSEE to LESSOR, LESSEE shall be credited with such payment upon any royalty payments thereafter due LESSOR on account of gas produced from that well. The word "gas" as used herein shall include casinghead gas and casinghead gasoline.

6. If the drilling of a well for oil or gas, which means the actual penetration of the surface of the ground by a drilling bit, are not commenced on said land on or before the 21st day of April, 1953, LESSEE on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in Bank of Commerce Bank, at Sheridan, Wyoming, or its successors (which bank and its successors are LESSOR'S agent and shall continue as the depository for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder), a rental in the sum of one thousand nine hundred seventy seven and 23/100 Dollars (\$ 1,977.23), which shall cover the privilege of

at
R. L. Hune

deferring the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in like manner annually of a rental in the same amount, the drilling of a well on the leased premises may be further deferred for successive periods of one year each during the Primary Term hereof. All payments or tenders of rental may be made by check or draft of LESSEE, or of any assignee thereof, mailed or delivered to LESSOR, or his assigns, or to said Bank on or before such date of payment. If such bank (or any successor bank) shall fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept any payment, LESSEE shall not be held in default for failure to make such payment until thirty (30) days after which LESSOR shall deliver to LESSEE a proper recordable instrument naming another bank as agent to receive such payments or tenders. Notwithstanding the death of LESSOR or any successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.

7. If, at any time during the Primary Term hereof, LESSEE shall drill a dry hole on said land when oil or gas is not being produced from the leased premises, or if at any time after the discovery of oil or gas on the leased premises production of oil and gas thereon shall cease during the Primary Term hereof, LESSEE, within sixty (60) days from expiration of the last rental period for which rental was paid or during which oil or gas was produced or drilling was in progress, shall either commence actual drilling of another well, resume the production of oil or gas, or commence or resume the payment of rentals in the amount and in the manner above provided. And it is agreed that upon such commencement or resumption of the payment of rentals, para-graph 6 hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there has been no interruption in the rental payments. If at the expiration of the Primary Term oil, gas, casinghead gas or casinghead gasoline is not being produced on said land but LESSEE has commenced actual operations for repressuring, reworking, drilling, deepening or plugging back a well thereon, this lease shall remain in force so long as such operations are prosecuted with due diligence, and if such operations result in the production of oil, gas, casinghead gas, or casinghead gasoline, so long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said lands. If, after the expiration of the Primary Term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate if LESSEE with due diligence commences operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, and this lease shall remain in force so long as such operations are prosecuted with due diligence, and if production results therefrom, then as long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said premises. For the purposes of this paragraph, it is agreed that operations shall be deemed commenced or prosecuted with due diligence as long as there is no delay or cessation thereof for a period greater than sixty (60) consecutive days.

8. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein, and, in connection therewith, shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment and inject any such substances, as LESSEE considers necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the leased premises by injecting such brine or other waste substances through its well, or wells, drilled on said premises into any subsurface formations other than fresh water bearing formations.

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

10. LESSEE shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of LESSOR or water needed for the irrigation of said lands. When required by LESSOR, LESSEE shall bury pipe lines below plow depth and shall pay for all damage directly and immediately caused by its operations to growing crops theretofore planted on said land and shall promptly and fully repair and restore to their previous condition, as far as practicable and at LESSEE'S expense, all damage to roads, fences, ditches, waterholes, irrigation structures, bridges and other improvements, caused by its operations. No well shall be drilled nearer than fifteen hundred (1500) feet to the main dwelling house on said premises, nor nearer than five hundred (500) feet to any barn thereon, nor nearer than two hundred (200) feet to any other building thereon without the written consent of LESSOR. LESSEE shall have the right to remove at any time during the term of this lease, and shall promptly after the expiration of said term, remove all machinery, fixtures, houses, buildings and other structures or property placed by it on said premises, including the right to draw and remove all casing.

11. This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators, successors and assigns of said LESSOR and said LESSEE. The estate of either party hereto may be assigned in whole or in part, except that LESSEE shall not, without LESSOR'S written consent first had and obtained, assign this lease as to the whole or any part of the leased land, provided, however, that LESSEE may, without such written consent, assign this lease as to the whole or any part of the leased land to (1) a person, firm, or corporation succeeding to substantially all of LESSEE'S oil and gas production business in the State of Wyoming, or to a parent, subsidiary or affiliate of LESSEE, or (2) to person, firm or corporation having a net worth of more than One Million Dollars (\$1,000,000.00). But no change of ownership in the land or in the rentals or royalties shall be binding on LESSEE until after it has been furnished with the written transfer or assignment or a certified copy thereof. Regardless of changes of ownership of the said land, or of portions thereof, the leased premises shall be developed and operated as one lease, and there shall be no obligation on LESSEE or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. It is agreed that, in the event this lease shall be assigned as herein provided, LESSEE and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment. If at any time there be as many as four parties entitled to rentals or royalties, LESSEE may withhold payments thereof unless and until all parties entitled to rents and royalties designate, in writing, in a recordable instrument to be filed with LESSEE, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

13. LESSEE may at any time surrender this lease as to all of the above described lands, but may surrender this lease from time to time as to less than all of said lands only after oil, gas, casinghead gas, or casinghead gasoline, or any of them, is produced on said lands, by recording a proper instrument of surrender in the office of the County Clerk of said County. It is agreed that this lease shall never terminate or be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure exists, and any decree of termination, cancellation or forfeiture shall be in the alternative and shall provide for termination, cancellation or forfeiture unless LESSEE comply with the implied covenants, conditions or obligations breached within a reasonable time to be determined by the Court. In the event LESSOR considers that LESSEE has not complied with its covenants, conditions, or obligations hereunder, both express and implied, LESSOR shall notify LESSEE in writing, setting out specifically in what respects it is claimed that LESSEE has breached this contract, and LESSEE shall not be liable to LESSOR for any damages caused by a breach of any such covenant, condition, or obligation, express or implied, accruing more than sixty (60) days prior to the receipt by LESSEE of the aforesaid notice of such breach. Neither the service of said notice nor the doing of any acts by LESSEE aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that LESSEE has failed to perform all its obligations hereunder.

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages or other liens existing, levied, or assessed on or against the above described lands, and in the event it exercises such option, LESSEE shall be subrogated to the rights of any holder or holders thereof, and may reimburse itself by applying against the amount required in the discharge of any such mortgage, tax, or other lien, any royalty or rental accruing hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purposes of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. Should a well, located within three hundred and thirty (330) feet of any exterior boundary of the above described lands or lands adjacent thereto neither owned nor controlled by LESSOR, produce oil or gas in paying quantities, then unless a well shall have theretofore been drilled or is at the time being drilled by LESSEE within the offset area herein provided, LESSEE shall, within ninety (90) days after such well has been completed and put on continuous production, commence operations on the above described lands for an offset well thereto. Offset wells shall be located within an offset area extending three hundred and thirty (330) feet from the boundary separating the properties and three hundred and thirty (330) feet on each side of a straight line, or projection thereof, extending from the competing well through the nearest point on said boundary.

17. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations applicable to such operations, and this lease shall not be terminated in whole or in part, or LESSEE be held liable in damages, for failure to comply with the terms hereof, if compliance therewith is prevented by or if such failure is the result of, any such Law, Order, Rule or Regulation, or if prevented by an act of God, of the public enemy, labor disputes, inability to obtain material, failure of transportation, or other cause beyond the control of LESSEE. But LESSEE shall indemnify and save harmless LESSOR from and against all liability, laws, expense and attorney fees by reason of LESSEE'S default or failure to comply with any such Law, Order, Rule or Regulation. If, at the end of the Primary Term hereof, such term has not been extended by production or drilling as in this lease provided, and LESSEE, by reason of any of the above recited causes beyond its control, is unable to drill a well on the leased premises for oil or gas, the Primary Term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause. During any period that LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

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18. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said State, insofar as the same may in any way affect the purposes for which this lease is made as recited herein.

19. If at any time during the primary term hereof, Lessee shall drill a dry bore hole and abandon same on said land, Lessor shall have the right, at his own expense and risk, to use said dry bore hole for the production of water. Lessor shall assume all responsibility for said bore hole once the well has been plugged to a depth agreed on by both parties.

20. When Lessee shall have established roads on said land for transportation to and from a drilling location, Lessee shall use all reasonable diligence to see that transportation of equipment is restricted to such roads.

IN WITNESS WHEREOF, this instrument is signed and sealed by the parties hereto as of the day and year first above written.

Prairie Dog Ranch, Inc., a Corporation of the State of Wyoming

By Charles L. Adam (SEAL)
President

Attest: Allen Fortye
Secretary

Lessor

(SEAL)

STATE OF WYOMING

COUNTY OF SHERIDAN

Wyoming--Corporation

On this 21st. day of April 1952, before me personally appeared Charles L. Adam to me personally known, who, being by me duly sworn, did say that he is the President of Prairie Dog Ranch, Inc., a Corporation of the State of Wyoming and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Charles L. Adam acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal the day and year in this certificate first above written.

My Commission expires:

November 18, 1953

DPR Shanhall
Notary Public

STATE OF _____

UNITY OF _____

Wyoming--Corporation

On this _____ day of _____, 1952, before me personally appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal the day and year in this certificate first above written.

My commission expires

Notary Public

OIL AND GAS LEASE

THIS AGREEMENT, entered into this 21st day of April, 1952, by and between Irene Watson (also known as Irene O. Watson), a widow,

of Sheridan, Wyoming hereinafter called "LESSOR" (whether one or more), and Shell Oil Company of Casper, Wyoming, "LESSEE."

WITNESSETH:

1. That LESSOR, for and in consideration of the sum of ten and more dollars (\$10.00), in hand paid, the receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants and agreements hereinafter contained to be paid, kept and performed by LESSEE, has this day granted, demised, leased, and let, and hereby grants, demises, leases and lets, exclusively unto LESSEE for the purpose of investigating, exploring and prospecting by geo-physical and other methods, and drilling, mining and operating for and producing oil, gas, casinghead gas, and casinghead gasoline, laying pipe lines, building tanks, stations, powers, power lines, telephone lines and other structures thereon, but not by seismicographic exploration upon the ground except with the written consent of LESSOR, to find, produce, save, store, treat, transport, and take care of all such substances, and for housing and boarding employees in its operations on said land, the following described lands in Sheridan County, Wyoming, to-wit:

Beginning at the Northeast corner of the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 19, Township 56 North, Range 83 West of the Sixth Principal Meridian, Thence South 42 degrees 30 minutes West 710 feet; thence South 7 degrees 48 minutes East 730 feet; thence West 400 feet; thence South 1900 feet; thence North 87 degrees 45 minutes West 640 feet; thence South 11 degrees 12 minutes East 864 feet more or less to a point on the South Line of said Section 19, said point being on the West bank of Prairie Dog Creek, and 86 feet East of the Southeast corner of Lot 4 of said Section 19, thence East 2554 feet, more or less, to the Southeast corner of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 19; thence North $\frac{3}{4}$ of a mile to the Northeast corner of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$); thence West quarter of a mile to the point of beginning, containing 180 acres, more or less, all in Sheridan County, Wyoming.

and containing 180 acres, more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of ~~three (3)~~ ^{three (3)} years from this date (said term being hereinafter referred to as "Primary Term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced in commercial quantities from the leased premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth part of all oil produced and saved by LESSEE from the leased premises, or, from time to time, at LESSEE'S option, may pay to LESSOR for such one-eighth royalty oil the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks, LESSOR'S interest, in either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.

4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas only is found and used by LESSEE off the premises, one-eighth of the market value of such gas at the well. If such gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well. LESSOR shall have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at LESSOR'S sole risk and expense.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof. If gas from a well producing gas only is not sold or used, LESSEE shall pay LESSOR the sum of Ninety and No/100----

Dollars (\$90.00), per year, and if such payment is made it will be considered that gas is being produced within the meaning of paragraph 2 hereof. And if such payment is made by LESSEE to LESSOR, LESSEE shall be credited with such payment upon any royalty payments thereafter due LESSOR on account of gas produced from that well. The word "gas" as used herein shall include casinghead gas and casinghead gasoline.

6. If the drilling of a well for oil or gas, which means the actual penetration of the surface of the ground by a drilling bit, are not commenced on said land on or before the 21st day of April, 1953, LESSEE on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in Bank of Commerce

Bank, at Sheridan, Wyoming, or its successors (which bank and its successors are LESSOR'S agent and shall continue as the depository for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder), a rental in the sum of One Hundred Eighty and No/100- Dollars (\$180.00), which shall cover the privilege of

deferring the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in like manner annually of a rental in the same amount, the drilling of a well on the leased premises may be further deferred for successive periods of one year each during the Primary Term hereof. All payments or tenders of rental may be made by check or draft of LESSEE, or of any assignee thereof, mailed or delivered to LESSOR, or his assigns, or to said Bank on or before such date of payment. If such bank (or any successor bank) shall fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept any payment, LESSEE shall not be held in default for failure to make such payment until thirty (30) days after which LESSOR shall deliver to LESSEE a proper recordable instrument naming another bank as agent to receive such payments or tenders. Notwithstanding the death of LESSOR or any successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.

7. If, at any time during the Primary Term hereof, LESSEE shall drill a dry hole on said land when oil or gas is not being produced from the leased premises, or if at any time after the discovery of oil or gas on the leased premises production of oil and gas thereon shall cease during the Primary Term hereof, LESSEE, within sixty (60) days from expiration of the last rental period for which rental was paid or during which oil or gas was produced or drilling was in progress, shall either commence actual drilling of another well, resume the production of oil or gas, or commence or resume the payment of rentals in the amount and in the manner above provided. And it is agreed that upon such commencement or resumption of the payment of rentals, paragraph 6 hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there has been no interruption in the rental payments. If at the expiration of the Primary Term oil, gas, casinghead gas or casinghead gasoline is not being produced on said land but LESSEE has commenced actual operations for repressuring, reworking, drilling, deepening or plugging back a well thereon, this lease shall remain in force so long as such operations are prosecuted with due diligence, and if such operations result in the production of oil, gas, casinghead gas, or casinghead gasoline, so long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said lands. If, after the expiration of the Primary Term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate if LESSEE with due diligence commences operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, and this lease shall remain in force so long as such operations are prosecuted with due diligence, and if production results therefrom, then as long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said premises. For the purposes of this paragraph, it is agreed that operations shall be deemed commenced or prosecuted with due diligence as long as there is no delay or cessation thereof for a period greater than sixty (60) consecutive days.

8. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein, and, in connection therewith, shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment and inject any such substances, as LESSEE considers necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the leased premises by injecting such brine or other waste substances through its well, or wells, drilled on said premises into any subsurface formations other than fresh water bearing formations.

9. In case 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 LESSOR only in the proportion which his interest bears to the whole and undivided fee.

10. LESSEE shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of LESSOR or water needed for the irrigation of said lands. When required by LESSOR, LESSEE shall bury pipe lines below plow depth and shall pay for all damage directly and immediately caused by its operations to growing crops theretofore planted on said land and shall promptly and fully repair and restore to their previous condition, as far as practicable and at LESSEE'S expense, all damage to roads, fences, ditches, waterholes, irrigation structures, bridges and other improvements, caused by its operations. No well shall be drilled nearer than fifteen hundred (1500) feet to the main dwelling house on said premises, nor nearer than five hundred (500) feet to any barn thereon, nor nearer than two hundred (200) feet to any other building thereon without the written consent of LESSOR. LESSEE shall have the right to remove at any time during the term of this lease, and shall promptly after the expiration of said term, remove all machinery, fixtures, houses, buildings and other structures or property placed by it on said premises, including the right to draw and remove all casing.

11. This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators, successors and assigns of said LESSOR and said LESSEE. The estate of either party hereto may be assigned in whole or in part, except that LESSEE shall not, without LESSOR'S written consent first had and obtained, assign this lease as to the whole or any part of the leased land, provided, however, that LESSEE may, without such written consent, assign this lease as to the whole or any part of the leased land to (1) a person, firm, or corporation succeeding to substantially all of LESSEE'S oil and gas production business in the State of Wyoming, or to a parent, subsidiary or affiliate of LESSEE, or (2) to person, firm or corporation having a net worth of more than One Million Dollars (\$1,000,000.00). But no change of ownership in the land or in the rentals or royalties shall be binding on LESSEE until after it has been furnished with the written transfer or assignment or a certified copy thereof. Regardless of changes of ownership of the said land, or of portions thereof, the leased premises shall be developed and operated as one lease, and there shall be no obligation on LESSEE or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. It is agreed that, in the event this lease shall be assigned as herein provided, LESSEE and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment. If at any time there be as many as four parties entitled to rentals or royalties, LESSEE may withhold payments thereof unless and until all parties be entitled to rentals and royalties designate, in writing, in a recordable instrument to be filed with LESSEE, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

13. LESSEE may at any time surrender this lease as to all of the above described lands, but may surrender this lease from time to time as to less than all of said lands only after oil, gas, casinghead gas, or casinghead gasoline, or any of them, is produced on said lands, by recording a proper instrument of surrender in the office of the County Clerk of said County. It is agreed that this lease shall never terminate or be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure exists, and any failure unless LESSEE comply with the implied covenants, conditions or obligations breached within a reasonable time to be determined by the Court. In the event LESSOR considers that LESSEE has not complied with its covenants, conditions, or obligations hereunder, both express and implied, LESSOR shall notify LESSEE in writing, setting out specifically in what respects it is claimed that LESSEE has breached this contract, and LESSEE shall not be liable to LESSOR for any damages caused by a breach of any such covenant, condition, or obligation, express or implied, accruing more than sixty (60) days prior to the receipt by LESSEE of the aforesaid notice of such breach. Neither the service of said notice nor the doing of any acts by LESSEE aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that LESSEE has failed to perform all its obligations hereunder.

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages or other liens existing, levied, or assessed on or against the above described lands, and in the event it exercises such option, LESSEE shall be subrogated to the rights of any holder or holders thereof, and may reimburse itself by applying against the amount required in the discharge of any such mortgage, tax, or other lien, any royalty or rental accruing hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purposes of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. Should a well, located within three hundred and thirty (330) feet of any exterior boundary of the above described lands or lands adjacent thereto neither owned nor controlled by LESSOR, produce oil or gas in paying quantities, then unless a well shall have theretofore been drilled or is at the time being drilled by LESSEE within the offset area herein provided, LESSEE shall, within ninety (90) days after such well has been completed and put on continuous production, commence operations on the above described lands for an offset well thereto. Offset wells shall be located within an offset area extending three hundred and thirty (330) feet from the boundary separating the properties and three hundred and thirty (330) feet on each side of a straight line, or projection thereof, extending from the competing well through the nearest point on said boundary.

17. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations applicable to such operations, and this lease shall not be terminated in whole or in part, or LESSEE be held liable in damages, for failure to comply with the terms hereof, if compliance therewith is prevented by or if such failure is the result of, any such Law, Order, Rule or Regulation, or if prevented by an act of God, of the public enemy, labor disputes, inability to obtain material, failure of transportation, or other cause beyond the control of LESSEE. But LESSEE shall indemnify and save harmless LESSOR from and against all liability, laws, expense and attorney fees by reason of LESSEE'S default or failure to comply with any such Law, Order, Rule or Regulation. If, at the end of the Primary Term hereof, such term has not been extended by production or drilling as in this lease provided, and LESSEE, by reason of any of the above recited causes beyond its control, is unable to drill a well on the leased premises for oil or gas, the Primary Term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause. During any period that LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

18. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said State, insofar as the same may in any way affect the purposes for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed by the parties hereto as of the day and year first above written.

Irene Watson (SEAL)
Irene Watson

(SEAL)

(SEAL)

Lessor

(SEAL)

(SEAL)

Lessee

STATE OF Wyoming

COUNTY OF Sheridan

ss.

Wyoming—Individual

On this 21st day of April

, 1952, before me personally appeared

Irene Watson (also known as Irene O. Watson), a widow

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that s he executed the same as her free act and deed.

Given under my hand and seal the day and year in this certificate first above written.

My Commission expires:

November 18th, 1953

W. H. Apurhall

Notary Public

OIL AND GAS LEASE

THIS AGREEMENT, entered into this 21st day of April, 1952, by and between
Allen O. Fordyce and Marian R. Fordyce, his wife, of Sheridan, Wyoming,

of Sheridan, Wyoming, hereinafter called "LESSOR" (whether one or more), and
Shell Oil Company, Casper, Wyoming, "LESSEE."

WITNESSETH:

1. That LESSOR, for and in consideration of the sum of ten and more dollars (\$10.00), in hand paid, the receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants and agreements hereinafter contained to be paid, kept and performed by LESSEE, has this day granted, demised, leased, and let, and hereby grants, demises, leases and lets, exclusively unto LESSEE for the purpose of investigating, exploring and prospecting by geophysical and other methods, and drilling, mining and operating for and producing oil, gas, casinghead gas, and casinghead gasoline, laying pipe lines, building tanks, stations, powers, power lines, telephone lines and other structures thereon, but not by seismographic exploration upon the ground except with the written consent of LESSOR, to find, produce, save, store, treat, transport, and take care of all such substances, and for housing and boarding employees in its operations on said land, the following described lands in Sheridan County, Wyoming, to-wit:

Township 56 North, Range 83 West
Section 30: NE 1/4

and containing 40.00 acres, more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of three(3) years from this date (said term being hereinafter referred to as "Primary Term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced in commercial quantities from the leased premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth part of all oil produced and saved by LESSEE from the leased premises, or, from time to time, at LESSEE'S option, may pay to LESSOR for such one-eighth royalty oil the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks, LESSOR'S interest, in either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.

4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas only is found and used by LESSEE off the premises, one-eighth of the market value of such gas at the well. If such gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well. LESSOR shall have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at LESSOR'S sole risk and expense.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof. If gas from a well producing gas only is not sold or used, LESSEE shall pay LESSOR the sum of Twenty and No/100- - - Dollars (\$20.00), per year, and if such payment is made it will be considered that gas is being produced within the meaning of paragraph 2 hereof. And if such payment is made by LESSEE to LESSOR, LESSEE shall be credited with such payment upon any royalty payments thereafter due LESSOR on account of gas produced from that well. The word "gas" as used herein shall include casinghead gas and casinghead gasoline.

6. If the drilling of a well for oil or gas, which means the actual penetration of the surface of the ground by a drilling bit, are not commenced on said land on or before the 21st day of April, 1953, LESSEE on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in Bank of Commerce Bank, at Sheridan, Wyoming, or its successors (which bank and its successors are LESSOR'S agent and shall continue as the depository for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder), a rental in the sum of Forty and No/100- - - Dollars (\$40.00), which shall cover the privilege of

deferring the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in like manner annually of a rental in the same amount, the drilling of a well on the leased premises may be further deferred for successive periods of one year each during the Primary Term hereof. All payments or tenders of rental may be made by check or draft of LESSEE, or of any assignee thereof, mailed or delivered to LESSOR, or his assigns, or to said Bank on or before such date of payment. If such bank (or any successor bank) shall fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept any payment, LESSEE shall not be held in default for failure to make such payment until thirty (30) days after which LESSOR shall deliver to LESSEE a proper recordable instrument naming another bank as agent to receive such payments or tenders. Notwithstanding the death of LESSOR or any successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.

7. If, at any time during the Primary Term hereof, LESSEE shall drill a dry hole on said land when oil or gas is not being produced from the leased premises, or if at any time after the discovery of oil or gas on the leased premises production of oil and gas thereon shall cease during the Primary Term hereof, LESSEE, within sixty (60) days from expiration of the last rental period for which rental was paid or during which oil or gas was produced or drilling was in progress, shall either commence actual drilling of another well, resume the production of oil or gas, or commence or resume the payment of rentals in the amount and in the manner above provided. And it is agreed that upon such commencement or resumption of the payment of rentals, paragraph 6 hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there has been no interruption in the rental payments. If at the expiration of the Primary Term oil, gas, casinghead gas or casinghead gasoline is not being produced on said land but LESSEE has commenced actual operations for repressuring, reworking, drilling, deepening or plugging back a well thereon, this lease shall remain in force so long as such operations are prosecuted with due diligence, and if such operations result in the production of oil, gas, casinghead gas, or casinghead gasoline, so long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said lands. If, after the expiration of the Primary Term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate if LESSEE with due diligence commences operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, and this lease shall remain in force so long as such operations are prosecuted with due diligence, and if production results therefrom, then as long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said premises. For the purposes of this paragraph, it is agreed that operations shall be deemed commenced or prosecuted with due diligence as long as there is no delay or cessation thereof for a period greater than sixty (60) consecutive days.

8. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein, and, in connection therewith, shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment and inject any such substances, as LESSEE considers necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the leased premises by injecting such brine or other waste substances through its well, or wells, drilled on said premises into any subsurface formations other than fresh water bearing formations.

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

10. LESSEE shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of LESSOR or water needed for the irrigation of said lands. When required by LESSOR, LESSEE shall bury pipe lines below plow depth and shall pay for all damage directly and immediately caused by its operations to growing crops therefore planted on said land and shall promptly and fully repair and restore to their previous condition, as far as practicable and at LESSEE'S expense, all damage to roads, fences, ditches, waterholes, irrigation structures, bridges and other improvements, caused by its operations. No well shall be drilled nearer than fifteen hundred (1500) feet to the main dwelling house on said premises, nor nearer than five hundred (500) feet to any barn thereon, nor nearer than two hundred (200) feet to any other building thereon without the written consent of LESSOR. LESSEE shall have the right to remove at any time during the term of this lease, and shall promptly after the expiration of said term, remove all machinery, fixtures, houses, buildings and other structures or property placed by it on said premises, including the right to draw and remove all casing.

11. This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators, successors and assigns of said LESSOR and said LESSEE. The estate of either party hereto may be assigned in whole or in part, except that LESSEE shall not, without LESSOR'S written consent first had and obtained, assign this lease as to the whole or any part of the leased land, provided, however, that LESSEE may, without such written consent, assign this lease as to the whole or any part of the leased land to (1) a person, firm, or corporation succeeding to substantially all of LESSEE'S oil and gas production business in the State of Wyoming, or to a parent, subsidiary or affiliate of LESSEE, or (2) to person, firm or corporation having a net worth of more than One Million Dollars (\$1,000,000.00). But no change of ownership in the land or in the rentals or royalties shall be binding on LESSEE until after it has been furnished with the written transfer or assignment or a certified copy thereof. Regardless of changes of ownership of the said land, or of portions thereof, the leased premises shall be developed and operated as one lease, and there shall be no obligation on LESSEE or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. It is agreed that, in the event this lease shall be assigned as herein provided, LESSEE and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment. If at any time there be as many as four parties entitled to rentals or royalties, LESSEE may withhold payments thereof unless and until all parties entitled to rents and royalties designate, in writing, in a recordable instrument to be filed with LESSEE, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

13. LESSEE may at any time surrender this lease as to all of the above described lands, but may surrender this lease from time to time as to less than all of said lands only after oil, gas, casinghead gas, or casinghead gasoline, or any of them, is produced on said lands, by recording a proper instrument of surrender in the office of the County Clerk of said County. It is agreed that this lease shall never terminate or be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure exists, and any decree of termination, cancellation or forfeiture shall be in the alternative and shall provide for termination, cancellation or forfeiture unless LESSEE comply with the implied covenants, conditions or obligations breached within a reasonable time to be determined by the Court. In the event LESSOR considers that LESSEE has not complied with its covenants, conditions, or obligations hereunder, both express and implied, LESSOR shall notify LESSEE in writing, setting out specifically in what respects it is claimed that LESSEE has breached this contract, and LESSEE shall not be liable to LESSOR for any damages caused by a breach of any such covenant, condition, or obligation, express or implied, accruing more than sixty (60) days prior to the receipt by LESSEE of the aforesaid notice of such breach. Neither the service of said notice nor the doing of any acts by LESSEE aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that LESSEE has failed to perform all its obligations hereunder.

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages or other liens existing, levied, or assessed on or against the above described lands, and in the event it exercises such option, LESSEE shall be subrogated to the rights of any holder or holders thereof, and may reimburse itself by applying against the amount required in the discharge of any such mortgage, tax, or other lien, any royalty or rental accruing hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purposes of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. Should a well, located within three hundred and thirty (330) feet of any exterior boundary of the above described lands or lands adjacent thereto neither owned nor controlled by LESSOR, produce oil or gas in paying quantities, then unless a well shall have theretofore been drilled or is at the time being drilled by LESSEE within the offset area herein provided, LESSEE shall, within ninety (90) days after such well has been completed and put on continuous production, commence operations on the above described lands for an offset well thereto. Offset wells shall be located within an offset area extending three hundred and thirty (330) feet from the boundary separating the properties and three hundred and thirty (330) feet on each side of a straight line, or projection thereof, extending from the competing well through the nearest point on said boundary.

17. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations applicable to such operations, and this lease shall not be terminated in whole or in part, or LESSEE be held liable in damages, for failure to comply with the terms hereof, if compliance therewith is prevented by or if such failure is the result of, any such Law, Order, Rule or Regulation, or if prevented by an act of God, of the public enemy, labor disputes, inability to obtain material, failure of transportation, or other cause beyond the control of LESSEE. But LESSEE shall indemnify and save harmless LESSOR from and against all liability, laws, expense and attorney fees by reason of LESSEE'S default or failure to comply with any such Law, Order, Rule or Regulation. If, at the end of the Primary Term hereof, such term has not been extended by production or drilling as in this lease provided, and LESSEE, by reason of any of the above recited causes beyond its control, is unable to drill a well on the leased premises for oil or gas, the Primary Term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause. During any period that LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

18. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said State, insofar as the same may in any way affect the purposes for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed by the parties hereto as of the day and year first above written.

Allen O. Fordyce
Allen O. Fordyce (SEAL)

(SEAL)

Marian R. Fordyce
Marian R. Fordyce (SEAL)

(SEAL)

Lessor

(SEAL)

Lessee

(SEAL)

STATE OF Wyoming }
COUNTY OF Sheridan } ss.

Wyoming—Individual

On this 21st day of April, 1952, before me personally appeared
Allen O. Fordyce and Marian R. Fordyce, his wife,

to me known to be the person ^s described in and who executed the foregoing instrument, and acknowledged that ^the^y executed the same as their free act and deed.

Given under my hand and seal the day and year in this certificate first above written.

My Commission expires:

Guth Burnham
Notary Public

OIL AND GAS LEASE

THIS AGREEMENT, entered into this 21st day of April, 1952, by and between
Minnie B. Hanson and Emerson Hanson, her husband,

of Sheridan, Wyoming hereinafter called "LESSOR" (whether one or more), and
C. A. Fleetwood of Casper, Wyoming, "LESSEE."

WITNESSETH:

1. That LESSOR, for and in consideration of the sum of ten and more dollars (\$10.00), in hand paid, the receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants and agreements hereinafter contained to be paid, kept and performed by LESSEE, has this day granted, demised, leased, and let, and hereby grants, demises, leases and lets, exclusively unto LESSEE for the purpose of investigating, exploring and prospecting by geophysical and other methods, and drilling, mining and operating for and producing oil, gas, casinghead gas, and casinghead gasoline, laying pipe lines, building tanks, stations, powers, power lines, telephone lines and other structures thereon, but not by seismicographic exploration upon the ground except with the written consent of LESSOR, to find, produce, save, store, treat, transport, and take care of all such substances, and for housing and boarding employees in its operations on said land, the following described lands in Sheridan County, Wyoming, to-wit:

TOWNSHIP 57 NORTH, RANGE 83 WEST
Section 26; E₂

and containing 320 acres, more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of five (5) years from this date (said term being hereinafter referred to as "Primary Term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced in commercial quantities from the leased premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth part of all oil produced and saved by LESSEE from the leased premises, or, from time to time, at LESSEE'S option, may pay to LESSOR for such one-eighth royalty oil the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks, LESSOR'S interest, in either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.

4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas only is found and used by LESSEE off the premises, one-eighth of the market value of such gas at the well. If such gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well. LESSOR shall have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at LESSOR'S sole risk and expense.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof. If gas from a well producing gas only is not sold or used, LESSEE shall pay LESSOR the sum of Fifty (50) Dollars *much*
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per well ~~_____ Dollars (\$_____)~~, per year, and if such payment is made it will be considered that gas is being produced within the meaning of paragraph 2 hereof. And if such payment is made by LESSEE to LESSOR, LESSEE shall be credited with such payment upon any royalty payments thereafter due LESSOR on account of gas produced from that well. The word "gas" as used herein shall include casinghead gas and casinghead gasoline.

6. If the drilling of a well for oil or gas, which means the actual penetration of the surface of the ground by a drilling bit, are not commenced on said land on or before the 21st day of April, 1953, LESSEE on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in Bank of Commerce Bank, at Sheridan, Wyoming, or its successors (which bank and its successors are LESSOR'S agent and shall continue as the depository for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder), a rental in the sum of Three Hundred Twenty and No/100- _____ Dollars (\$ 320.00), which shall cover the privilege of

102 deferring the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in like manner annually of a rental in the same amount, the drilling of a well on the leased premises may be further deferred for successive periods of one year each during the Primary Term hereof. All payments or tenders of rental may be made by check or draft of LESSEE, or of any assignee thereof, mailed or delivered to LESSOR, or his assigns, or to said Bank on or before such date of payment. If such bank (or any successor bank) shall fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept any payment, LESSEE shall not be held in default for failure to make such payment until thirty (30) days after which LESSOR shall deliver to LESSEE a proper recordable instrument naming another bank as agent to receive such payments or tenders. Notwithstanding the death of LESSOR or any successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.

7. If, at any time during the Primary Term hereof, LESSEE shall drill a dry hole on said land when oil or gas is not being produced from the leased premises, or if at any time after the discovery of oil or gas on the leased premises production of oil and gas thereon shall cease during the Primary Term hereof, LESSEE, within sixty (60) days from expiration of the last rental period for which rental was paid or during which oil or gas was produced or drilling was in progress, shall either commence actual drilling of another well, resume the production of oil or gas, or commence or resume the payment of rentals in the amount and in the manner above provided. And it is agreed that upon such commencement or resumption of the payment of rentals, paragraph 6 hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there has been no interruption in the rental payments. If at the expiration of the Primary Term oil, gas, casinghead gas or casinghead gasoline is not being produced on said land but LESSEE has commenced actual operations for repressuring, reworking, drilling, deepening or plugging back a well thereon, this lease shall remain in force so long as such operations are prosecuted with due diligence, and if such operations result in the production of oil, gas, casinghead gas, or casinghead gasoline, so long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said lands. If, after the expiration of the Primary Term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate if LESSEE with due diligence commences operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, and this lease shall remain in force so long as such operations are prosecuted with due diligence, and if production results therefrom, then as long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said premises. For the purposes of this paragraph, it is agreed that operations shall be deemed commenced or prosecuted with due diligence as long as there is no delay or cessation thereof for a period greater than sixty (60) consecutive days.

8. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein, and, in connection therewith, shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment and inject any such substances, as LESSEE considers necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the leased premises by injecting such brine or other waste substances through its well, or wells, drilled on said premises into any subsurface formations other than fresh water bearing formations.

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

10. LESSEE shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of LESSOR or water needed for the irrigation of said lands. When required by LESSOR, LESSEE shall bury pipe lines below plow depth and shall pay for all damage directly and immediately caused by its operations to growing crops therefrom planted on said land and shall promptly and fully repair and restore to their previous condition, as far as practicable and at LESSEE'S expense, all damage to roads, fences, ditches, waterholes, irrigation structures, bridges and other improvements caused by its operations. No well shall be drilled nearer than fifteen hundred (1500) feet to the main dwelling house on said premises, nor nearer than five hundred (500) feet to any barn thereon, nor nearer than two hundred (200) feet to any other building thereon without the written consent of LESSOR. LESSEE shall have the right to remove at any time during the term of this lease, and shall promptly after the expiration of said term, remove all machinery, fixtures, houses, buildings and other structures or property placed by it on said premises, including the right to draw and remove all casing.

11. This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators, successors and assigns of said LESSOR and said LESSEE. The estate of either party hereto may be assigned in whole or in part, except that LESSEE shall not, without LESSOR'S written consent first had and obtained, assign this lease as to the whole or any part of the leased land, provided, however, that LESSEE may, without such written consent, assign this lease as to the whole or any part of the leased land to (1) a person, firm, or corporation succeeding to substantially all of LESSEE'S oil and gas production business in the State of Wyoming, or to a parent, subsidiary or affiliate of LESSEE, or (2) to person, firm or corporation having a net worth of more than One Million Dollars (\$1,000,000.00). But no change of ownership in the land or in the rentals or royalties shall be binding on LESSEE until after it has been furnished with the written transfer or assignment or a certified copy thereof. Regardless of changes of ownership of the said land, or of portions thereof, the leased premises shall be developed and operated as one lease, and there shall be no obligation on LESSEE or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. It is agreed that, in the event this lease shall be assigned as herein provided, LESSEE and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment. If at any time there be as many as four parties entitled to rentals or royalties, LESSEE may withhold payments thereof unless and until all parties entitled to rents and royalties designate, in writing, in a recordable instrument to be filed with LESSEE, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

13. LESSEE may at any time surrender this lease as to all of the above described lands, but may surrender this lease from time to time as to less than all of said lands only after oil, gas, casinghead gas, or casinghead gasoline, or any of them, is produced on said lands, by recording a proper instrument of surrender in the office of the County Clerk of said County. It is agreed that this lease shall never terminate or be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure exists, and any decree of termination, cancellation or forfeiture shall be in the alternative and shall provide for termination, cancellation or forfeiture unless LESSEE comply with the implied covenants, conditions or obligations breached within a reasonable time to be determined by the Court. In the event LESSOR considers that LESSEE has not complied with its covenants, conditions, or obligations hereunder, both express and implied, LESSOR shall notify LESSEE in writing, setting out specifically in what respects it is claimed that LESSEE has breached this contract, and LESSEE shall not be liable to LESSOR for any damages caused by a breach of any such covenant, condition, or obligation, express or implied, accruing more than sixty (60) days prior to the receipt by LESSEE of the aforesaid notice of such breach. Neither the service of said notice nor the doing of any acts by LESSEE aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that LESSEE has failed to perform all its obligations hereunder.

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages or other liens existing, levied, or assessed on or against the above described lands, and in the event it exercises such option, LESSEE shall be subrogated to the rights of any holder or holders thereof, and may reimburse itself by applying against the amount required in the discharge of any such mortgage, tax, or other lien, any royalty or rental accruing hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purposes of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. Should a well, located within three hundred and thirty (330) feet of any exterior boundary of the above described lands or lands adjacent thereto neither owned nor controlled by LESSOR, produce oil or gas in paying quantities, then unless a well shall have theretofore been drilled or is at the time being drilled by LESSEE within the offset area herein provided, LESSEE shall, within ninety (90) days after such well has been completed and put on continuous production, commence operations on the above described lands for an offset well thereon. Offset wells shall be located within an offset area extending three hundred and thirty (330) feet from the boundary separating the properties and three hundred and thirty (330) feet on each side of a straight line, or projection thereof, extending from the competing well through the nearest point on said boundary.

17. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations applicable to such operations, and this lease shall not be terminated in whole or in part, or LESSEE be held liable in damages, for failure to comply with the terms hereof, if compliance therewith is prevented by or if such failure is the result of, any such Law, Order, Rule or Regulation, or if prevented by an act of God, of the public enemy, labor disputes, inability to obtain material, failure of transportation, or other cause beyond the control of LESSEE. But LESSEE shall indemnify and save harmless LESSOR from and against all liability, laws, expense and attorney fees by reason of LESSEE'S default or failure to comply with any such Law, Order, Rule or Regulation. If, at the end of the Primary Term hereof, such term has not been extended by production or drilling as in this lease provided, and LESSEE, by reason of any of the above recited causes beyond its control, is unable to drill a well on the leased premises for oil or gas, the Primary Term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause. During any period that LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

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18. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said State, insofar as the same may in any way affect the purposes for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed by the parties hereto as of the day and year first above written.

Minnie B. Hanson (SEAL)

Minnie B. Hanson (SEAL)

Emerson Hanson (SEAL)

Emerson Hanson Lessor (SEAL)

Lessee

STATE OF Wyoming

COUNTY OF Sheridan

ss.

Wyoming—Individual

On this 21st day of April, 1952, before me personally appeared

Minnie B. Hanson and Emerson Hanson, her husband.

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Given under my hand and seal the day and year in this certificate first above written.

My Commission expires:

March 24, 1954

William S. Redd

Notary Public

STATE OF

COUNTY OF

On this

RECORDED JUNE 25, 1952, P. 28, 1-12
O. 2404-00

OIL AND GAS LEASE

THIS AGREEMENT, entered into this 22nd day of April, 1952, between
Andrew Hartzicki, a single man, of 555 Broadway, Sheridan, Wyoming

of C. A. Fleetwood, of Casper, Wyoming

hereinafter called "LESSOR" (whether one or more), and
"LESSEE," does witness:

1. That LESSOR, for and in consideration of a rental of Ten and no/100 - - - - - Dollars (\$10.00), paid in advance upon the execution hereof, receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants and agreements hereinafter contained to be paid, kept, and performed by LESSEE, has this day granted, demised, leased, and let, and hereby grants, demises, leases, and lets exclusively unto LESSEE for the purpose of investigating, exploring and prospecting, by geophysical and other methods, and drilling, mining and operating for and producing oil, gas, casinghead gas, and casinghead gasoline, laying pipe lines, building tanks, stations, power lines, telephone lines and other structures thereon to find, produce, save, store, treat, transport, and take care of all of such substances, and for housing and boarding employees in its operations on said land or adjacent land, the following described tract of land in Sheridan County, Wyoming:

Township 35 North, Range 22 West
Section 34: 35 1/2; 35 1/2
Section 35: 35 1/2

and also, in addition to the above described land, any and all other land owned or claimed by LESSOR in said section or sections in which the above described land is situated or in adjoining sections, and adjacent to the above described land.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of ten (10) years from this date (said term being hereinafter referred to as "Primary Term"), and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from the leased premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth part of all oil produced and saved by LESSEE from the leased premises, or, from time to time, at LESSEE'S option, may pay to LESSOR for such one-eighth royalty oil the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks, LESSOR'S interest, in either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.

4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas only is found and used by LESSEE off the premises, one-eighth of the market value of such gas at the well. If such gas is sold by the LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well. LESSOR is to have gas free of charge from any gas well on the leased premises for homes and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at LESSOR'S sole risk and expense.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof.

6. LESSEE has paid rental hereunder to and including the 22nd day of April, 1952. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the last mentioned date, LESSEE on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in Bank of Commerce Bank, at Sheridan, Wyoming

for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder), a rental in the sum of Two Hundred Forty and no/100 - - - - - Dollars (\$240.00), which shall cover the privilege

of deferring operations for the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in like manner annually of a rental in the same amount, the commencement of operations for the drilling of a well on the leased premises may be further deferred for successive periods of one year each during the Primary Term hereof. All payments or tenders of rental may be made by check or draft of LESSEE, or of any assignee thereof, mailed or delivered to LESSOR, or his assigns, or to said bank on or before such date of payment. If such bank (or any successor or bank) shall fail, liquidate or be succeeded by another bank, for any reason fail or refuse to accept any payment, LESSEE shall not be held in default for failure to make such payment until thirty (30) days after LESSOR shall deliver to LESSEE a proper recordable instrument naming another bank as agent to receive such payments or tenders. Notwithstanding the death of LESSOR or any successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.

7. If, at any time during the Primary Term hereof, LESSEE shall drill a dry hole on said land when oil or gas is not being produced from the leased premises, or if at any time after the discovery of oil or gas on the leased premises production of oil or gas thereon shall cease during the Primary Term hereof, LESSEE, within twelve (12) months from the expiration of the last rental period for which rental was paid or during which oil or gas was produced or drilling operations were in progress, shall either commence operations for the drilling of another well, resume the production of oil or gas, or commence or resume the payment of rentals in the amount then provided above. And it is agreed that upon such commencement or resumption of the payment of rentals, paragraph 6 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 at the expiration of the Primary Term oil, gas, casinghead gas or casinghead gasoline is not being produced on said land but LESSEE has commenced operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, this lease shall remain in force so long as such operations are prosecuted with due diligence, and if such operations result in the production of oil, gas, casinghead gas, or casinghead gasoline, so long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said land. If, after the expiration of the Primary Term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate if LESSEE with due diligence commences operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, and this lease shall remain in force so long as such operations are prosecuted with due diligence, and if production results therefrom, then as long as there after as oil, gas, casinghead gas, or casinghead gasoline is produced from said premises. For the purposes of this paragraph, it is agreed that operations shall be deemed commenced or prosecuted with due diligence so long as there is no delay or cessation thereof for a greater period than sixty (60) consecutive days.

8. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein, and, in connection therewith, shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment, and inject such substances, as LESSEE considers necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the leased premises by injecting such brine or other waste substances through its well, or wells, drilled on said premises into any subsurface formations other than fresh water bearing formations.

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

10. LESSEE shall have the right to use any and all water found on said land for its operations thereon, except water from the wells of LESSOR. When required by LESSOR, LESSEE shall bore one or more wells on said land and shall pay for same. LESSEE shall not be held liable for damages caused by operations to growing crops thereon planted on said land. No well shall be drilled nearer than two hundred (200) feet to the house or barn now on said premises without the written consent of LESSOR. LESSEE shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, houses, buildings, structures or property placed on said premises, including the right to remove and remove all same.

11. This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators, successors and assigns of said LESSOR and said LESSEE. The estate of either party hereto may be assigned in whole or in part but no change of ownership in the land or in the rentals or royalties shall be binding on LESSEE until after it has been furnished with the written transfer or assignment or a certified copy thereof. Regardless of changes of ownership of the said land, or of portions thereof, the leased premises shall be developed and operated as one lease, and there shall be no obligation on LESSEE or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. It is hereby agreed that, in the event this lease shall be assigned as an entirety or as to a part or as to parts of the above described lands, LESSEE and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment as to the part or parts so assigned, and should the holder or owner of this lease as to any part or parts of the leased premises fail or make default in the payment of the proportionate part of the rental due from him or them, or should such holder or owner fail or make default in any of the covenants, conditions or obligations of this lease, express or implied, such failure or default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which LESSEE or any assignee hereof shall make due payment of said rentals, or otherwise comply with the terms and provisions of this lease. If at any time there be as many as four parties entitled to rentals or royalties, LESSEE may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with LESSEE, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

13. LESSEE may at any time surrender this lease as to all or any part of the above described lands by recording a proper instrument of surrender in the office of the County Clerk of said county. Upon surrender as to any part of said lands the rental specified above shall be proportionately reduced on an acreage basis and LESSEE shall have reasonable and convenient easements for then existing pipe lines, pole lines and roadways over the lands surrendered for the purpose of continuing operations on lands retained. It is agreed that this lease shall never terminate or be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure exists, and any decree of termination, cancellation or forfeiture shall be in the alternative and shall provide for termination, cancellation or forfeiture unless LESSEE comply with the implied covenants, conditions, or obligations breached within a reasonable time to be determined by the court. In the event LESSOR considers that LESSEE has not complied with all its covenants, conditions or obligations hereunder, both express and implied, LESSOR shall have the right, in writing, setting out specifically in what respects it is claimed that LESSEE has breached this contract, and LESSEE shall not be liable to LESSOR for any damages caused by a breach of any such covenant, condition or obligation, express or implied, accruing more than sixty days prior to the receipt by LESSEE of the aforesaid written notice of such breach. Notice of such breach shall not be the doing of an act by LESSEE aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that LESSEE has failed to perform all its obligations hereunder.

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and, in the event it exercises such option, LESSEE shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying against the amount required in the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted, or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purpose of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. This lease shall not be terminated, in whole or in part, nor shall LESSEE be held liable in damages, for failure to comply with the express or implied covenants hereof, if compliance therewith is prevented by or is contrary to any such law, rule, regulation, order, or regulation, or any Federal or State laws, executive orders, rules, or regulations. If, at the end of the Primary Term hereof, such term has not been extended by production or drilling as in this lease provided, and LESSEE, by reason of any of the above recited causes, is unable to drill a well on the leased premises for oil or gas, the Primary Term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause. During any period that LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

17. LESSEE is hereby given the right at its option, at any time and from time to time, to pool or unitize for development and operation purposes all or any part or parts of the leased premises or rights therein with any other land (whether United States, State, or privately owned) in the vicinity thereof, or with any leasehold, operating or other rights or interests in such other land. LESSEE shall execute and record in the office of the County Clerk of said County, an instrument identifying the pooled or unitized area. Any well drilled or operations conducted on any part of any lands so pooled or unitized shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the leased premises included in any such pooling or unitization such proportion of the actual production from all lands so pooled or unitized as such portion of the leased premises, computed on an acreage basis, bears to the entire acreage of the lands so pooled or unitized. It is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the leased premises included in such pooling or unitization in the same manner as though produced from such portion of the leased premises under the terms of this lease.

18. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of any homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

19. LESSEE shall have the right to use, free of cost, gas, oil and other fluid on said land for its operations thereon, except water from the wells of LESSEE. When required by LESSEE, LESSOR shall bury pipe lines below plow depth and shall pay for damages to crops and immediately caused by its operations to growing crops theretofore planted on said land, to the improvements thereon and to the surface thereof. No well shall be drilled nearer than two hundred (200) feet to the house or barn now on said premises without the written consent of LESSOR. LESSOR shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, houses, buildings, and other structures or equipment placed on said premises, including the right to draw and remove all casing.

WITNESSED AND SEAL, this instrument is signed and sealed as of the day and year first above written.

Andrew Wierzbicki
Andrew Wierzbicki

STATE OF Wyoming }
COUNTY OF Sheridan } SS. Wyoming—Individual

On this 22nd day of April, 1952, before me personally appeared Andrew Wierzbicki, a single man

known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Given under my hand and seal the day and year in this certificate first above written.

My Commission Expires: _____

Guth Bainhart
Notary Public

OIL AND GAS LEASE

THIS AGREEMENT, entered into this 22nd day of April, 1952, by and between
Harry O. Stout (also known as Harry Stout), a widower,

of Sheridan, Wyoming hereinafter called "LESSOR" (whether one or more), and
C. A. Fleetwood of Casper, Wyoming "LESSEE."

WITNESSETH:

1. That LESSOR, for and in consideration of the sum of ten and more dollars (\$10.00), in hand paid, the receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants and agreements hereinafter contained to be paid, kept and performed by LESSEE, has this day granted, demised, leased, and let, and hereby grants, demises, leases and lets, exclusively unto LESSEE for the purpose of investigating, exploring and prospecting by geophysical and other methods, and drilling, mining and operating for and producing oil, gas, casinghead gas, and casinghead gaso- line, laying pipe lines, building tanks, stations, powers, power lines, telephone lines and other structures thereon, but not by seismographic exploration upon the ground except with the written consent of LESSOR, to find, produce, save, store, treat, trans- port, and take care of all such substances, and for housing and boarding employees in its operations on said land, the following described lands in Sheridan County, Wyoming, to-wit:

TOWNSHIP 54 NORTH, RANGE 82 WEST
Section 3; Lots 1, 2 & 3 & S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$

TOWNSHIP 55 NORTH, RANGE 82 WEST
Section 34; W $\frac{1}{2}$ SW $\frac{1}{4}$

and containing 399.80 acres, more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of five (5) years from this date (said term being hereinafter referred to as "Primary Term") and as long thereafter as oil, gas, casinghead gas, casing- head gasoline or any of them is produced in commercial quantities from the leased premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth part of all oil produced and saved by LESSEE from the leased premises, or, from time to time, at LESSEE'S option, may pay to LESSOR for such one-eighth royalty oil the market price for oil of like grade and gravity prevail- ing on the day such oil is run into the pipe line, or into storage tanks, LESSOR'S interest, in either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.

4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas only is found and used by LESSEE off the premises, one-eighth of the market value of such gas at the well. If such gas is sold by LESSEE, then LESSEE shall pay to LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well. LESSOR shall have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at LESSOR'S sole risk and expense.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof. If gas from a well producing gas only is not sold or used, LESSEE shall pay LESSOR the sum of Fifty (50) Dollars per well - - - - - Dollars (\$ - - - - -) per year, and if such payment is made it will be considered that gas is being produced within the meaning of paragraph 2 hereof. And if such payment is made by LESSEE to LESSOR, LESSEE shall be credited with such payment upon any royalty payments thereafter due LESSOR on account of gas produced from that well. The word "gas" as used herein shall include casinghead gas and casinghead gasoline.

6. If the drilling of a well for oil or gas, which means the actual penetration of the surface of the ground by a drilling bit, are not commenced on said land on or before the 22nd day of April, 1953, LESSEE on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in The First National Bank of Sheridan Bank, at Sheridan, Wyoming, or its successors (which bank and its successors are LESSOR'S agent and shall continue as the depository for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder), a rental in the sum of Three Hundred Ninety Nine and 80/100 - - - - - Dollars (\$ 399.80), which shall cover the privilege of

deferring the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in like manner annually of a rental in the same amount, the drilling of a well on the leased premises may be further deferred for successive periods of one year each during the Primary Term hereof. All payments or tenders of rental may be made by check or draft of LESSEE, or of any assignee thereof, mailed or delivered to LESSOR, or his assigns, or to said Bank on or before such date of payment. If such bank (or any successor bank) shall fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept any payment, LESSEE shall not be held in default for failure to make such payment until thirty (30) days after which LESSOR shall deliver to LESSEE a proper recordable instrument naming another bank as agent to receive such payments or tenders. Notwithstanding the death of LESSOR or any successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.

7. If, at any time during the Primary Term hereof, LESSEE shall drill a dry hole on said land when oil or gas is not being produced from the leased premises, or if at any time after the discovery of oil or gas on the leased premises production of oil and gas thereon shall cease during the Primary Term hereof, LESSEE, within sixty (60) days from expiration of the last rental period for which rental was paid or during which oil or gas was produced or drilling was in progress, shall either commence actual drilling of another well, resume the production of oil or gas, or commence or resume the payment of rentals in the amount and in the manner above provided. And it is agreed that upon such commencement or resumption of the payment of rentals, paragraph 6 hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there has been no interruption in the rental payments. If at the expiration of the Primary Term oil, gas, casinghead gas or casinghead gasoline is not being produced on said land but LESSEE has commenced actual operations for repressuring, reworking, drilling, deepening or plugging back a well thereon, this lease shall remain in force so long as such operations are prosecuted with due diligence, and if such operations result in the production of oil, gas, casinghead gas, or casinghead gasoline, so long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said lands. If, after the expiration of the Primary Term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate if LESSEE with due diligence commences operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, and this lease shall remain in force so long as such operations are prosecuted with due diligence, and if production results therefrom, then as long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said premises. For the purposes of this paragraph, it is agreed that operations shall be deemed commenced or prosecuted with due diligence as long as there is no delay or cessation thereof for a period greater than sixty (60) consecutive days.

8. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein, and, in connection therewith, shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment and inject any such substances, as LESSEE considers necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the leased premises by injecting such brine or other waste substances through its well, or wells, drilled on said premises into any subsurface formations other than fresh water bearing formations.

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

10. LESSEE shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of LESSOR or water needed for the irrigation of said lands. When required by LESSOR, LESSEE shall bury pipe lines below plow depth and shall pay for all damage directly and immediately caused by its operations to growing crops theretofore planted on said land and shall promptly and fully repair and restore to their previous condition, as far as practicable and at LESSEE'S expense, all damage to roads, fences, ditches, waterholes, irrigation structures, bridges and other improvements, caused by its operations. No well shall be drilled nearer than fifteen hundred (1500) feet to the main dwelling house on said premises, nor nearer than five hundred (500) feet to any barn thereon, nor nearer than two hundred (200) feet to any other building thereon without the written consent of LESSOR. LESSEE shall have the right to remove at any time during the term of this lease, and shall promptly after the expiration of said term, remove all machinery, fixtures, houses, buildings and other structures or property placed by it on said premises, including the right to draw and remove all casing.

11. This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators, successors and assigns of said LESSOR and said LESSEE. The estate of either party hereto may be assigned in whole or in part, except that LESSEE shall not, without LESSOR'S written consent first had and obtained, assign this lease as to the whole or any part of the leased land, provided, however, that LESSEE may, without such written consent, assign this lease as to the whole or any part of the leased land to (1) a person, firm, or corporation succeeding to substantially all of LESSEE'S oil and gas production business in the State of Wyoming, or to a parent, subsidiary or affiliate of LESSEE, or (2) to person, firm or corporation having a net worth of more than One Million Dollars (\$1,000,000.00). But no change of ownership in the land or in the rentals or royalties shall be binding on LESSEE until after it has been furnished with the written transfer or assignment or a certified copy thereof. Regardless of changes of ownership of the said land, or of portions thereof, the leased premises shall be developed and operated as one lease, and there shall be no obligation on LESSEE or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. It is agreed that, in the event this lease shall be assigned as herein provided, LESSEE and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment. If at any time there be as many as four parties entitled to rentals or royalties, LESSEE may withhold payments thereof unless and until all parties entitled to rents and royalties designate, in writing, in a recordable instrument to be filed with LESSEE, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

13. LESSEE may at any time surrender this lease as to all of the above described lands, but may surrender this lease from time to time as to less than all of said lands only after oil, gas, casinghead gas, or casinghead gasoline, or any of them, is produced on said lands, by recording a proper instrument of surrender in the office of the County Clerk of said County. It is agreed that this lease shall never terminate or be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure exists, and any decree of termination, cancellation or forfeiture shall be in the alternative and shall provide for termination, cancellation or forfeiture unless LESSEE comply with the implied covenants, conditions or obligations breached within a reasonable time to be determined by the Court. In the event LESSOR considers that LESSEE has not complied with its covenants, conditions, or obligations hereunder, both express and implied, LESSOR shall notify LESSEE in writing, setting out specifically in what respects it is claimed that LESSEE has breached this contract, and LESSEE shall not be liable to LESSOR for any damages caused by a breach of any such covenant, condition, or obligation, express or implied, accruing more than sixty (60) days prior to the receipt by LESSEE of the aforesaid notice of such breach. Neither the service of said notice nor the doing of any acts by LESSEE aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that LESSEE has failed to perform all its obligations hereunder.

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages or other liens existing, levied, or assessed on or against the above described lands, and in the event it exercises such option, LESSEE shall be subrogated to the rights of any holder or holders thereof, and may reimburse itself by applying against the amount required in the discharge of any such mortgage, tax, or other lien, any royalty or rental accruing hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purposes of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. Should a well, located within three hundred and thirty (330) feet of any exterior boundary of the above described lands or lands adjacent thereto neither owned nor controlled by LESSOR, produce oil or gas in paying quantities, then unless a well shall have theretofore been drilled or is at the time being drilled by LESSEE within the offset area herein provided, LESSEE shall, within ninety (90) days after such well has been completed and put on continuous production, commence operations on the above described lands for an offset well thereto. Offset wells shall be located within an offset area extending three hundred and thirty (330) feet from the boundary separating the properties and three hundred and thirty (330) feet on each side of a straight line, or projection thereof, extending from the competing well through the nearest point on said boundary.

17. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations applicable to such operations, and this lease shall not be terminated in whole or in part, or LESSEE be held liable in damages, for failure to comply with the terms hereof, if compliance therewith is prevented by or if such failure is the result of, any such Law, Order, Rule or Regulation, or if prevented by an act of God, of the public enemy, labor disputes, inability to obtain material, failure of transportation, or other cause beyond the control of LESSEE. But LESSEE shall indemnify and save harmless LESSOR from and against all liability, laws, expense and attorney fees, by reason of LESSEE'S default or failure to comply with any such Law, Order, Rule or Regulation. If, at the end of the Primary Term hereof, such term has not been exempted by production or drilling as in this lease provided, and LESSEE, by reason of any of the above recited causes beyond its control, is unable to drill a well on the leased premises for oil or gas, the Primary Term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause. During any period that LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

108 18. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said State, insofar as the same may in any way affect the purposes for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed by the parties hereto as of the day and year first above written.

Harry O. Stout (SEAL)
Harry O. Stout (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)
Lessee

STATE OF Wyoming }
COUNTY OF Sheridan } ss. Wyoming—Individual
On this 22nd day of April, 19 52, before me personally appeared
Harry O. Stout (also known as Harry Stout), a widower.

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Given under my hand and seal the day and year in this certificate first above written.

My Commission expires:

March 24, 1954

William S. Kedd

Notary Public

STATE OF

OIL AND GAS LEASE

THIS AGREEMENT, entered into this 23rd day of April, 19 52, by and between
Frank P. Stout and Mary Stout, his wife.

of **Sheridan, Wyoming** hereinafter called "LESSOR" (whether one or more), and
C. A. Fleetwood of Casper, Wyoming, "LESSEE."

WITNESSETH:

1. That LESSOR, for and in consideration of the sum of ten and more dollars (\$10.00), in hand paid, the receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants and agreements hereinafter contained to be paid, kept and performed by LESSEE, has this day granted, demised, leased, and let, and hereby grants, demises, leases and lets, exclusively unto LESSEE for the purpose of investigating, exploring and prospecting by geophysical and other methods, and drilling, mining and operating for and producing oil, gas, casinghead gas, and casinghead gasoline, laying pipe lines, building tanks, stations, powers, power lines, telephone lines and other structures thereon, but not by seismographic exploration upon the ground except with the written consent of LESSOR, to find, produce, save, store, treat, transport, and take care of all such substances, and for housing and boarding employees in its operations on said land, the following described lands in **Sheridan** County, **Wyoming**, to-wit:

TOWNSHIP 54 NORTH, RANGE 82 WEST
Section 3; SE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$

Lessee hereby agrees that in the event that this Oil and Gas Lease is terminated or otherwise cancelled, the Lessee will place of record in the County Clerk's Office of Sheridan County, Wyoming an instrument releasing the above Oil and Gas Lease.

and containing 280 acres, more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of five (5) years from this date (said term being hereinafter referred to as "Primary Term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced in commercial quantities from the leased premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth part of all oil produced and saved by LESSEE from the leased premises, or, from time to time, at LESSEE'S option, may pay to LESSOR for such one-eighth royalty oil the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks, LESSOR'S interest, in either case, to bear one-eighth of the cost of delivering the oil to render it marketable pipe line oil.

4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas only is found and used by LESSEE off the premises, one-eighth of the market value of such gas at the well. If such gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well. LESSOR shall have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at LESSOR'S sole risk and expense.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof. If gas from a well producing gas only is not sold or used, LESSEE shall pay LESSOR the sum of Fifty (50) Dollars per well - - - - - Dollars (\$ - - - - -), per year, and if such payment is made it will be considered that gas is being produced within the meaning of paragraph 2 hereof. And if such payment is made by LESSEE to LESSOR, LESSEE shall be credited with such payment upon any royalty payments thereafter due LESSOR on account of gas produced from that well. The word "gas" as used herein shall include casinghead gas and casinghead gasoline.

6. If the drilling of a well for oil or gas, which means the actual penetration of the surface of the ground by a drilling bit, are not commenced on said land on or before the 23rd day of April, 19 53, LESSEE on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in Bank of Commerce Bank, at Sheridan, Wyoming, or its successors (which bank and its successors are LESSOR'S agent and shall continue as the depository for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder), a rental in the sum of Two Hundred Eighty- and No/100- - - - - Dollars (\$ 280.00), which shall cover the privilege of

deferring the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in like manner annually of a rental in the same amount, the drilling of a well on the leased premises may be further deferred for successive periods of one year each during the Primary Term hereof. All payments or tenders of rental may be made by check or draft of LESSEE, or of any assignee thereof, mailed or delivered to LESSOR, or his assigns, or to said bank on or before such date of payment. If such bank (or any successor bank) shall fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept any payment, LESSEE shall not be held in default for failure to make such payment until thirty (30) days after which LESSOR shall deliver to LESSEE a proper recordable instrument naming another bank as agent to receive such payments or tenders. Notwithstanding the death of LESSOR or any successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.

7. If, at any time during the Primary Term hereof, LESSEE shall drill a dry hole on said land when oil or gas is not being produced from the leased premises, or if at any time after the discovery of oil or gas on the leased premises production of oil and gas thereon shall cease during the Primary Term hereof, LESSEE, within sixty (60) days from expiration of the last rental period for which rental was paid or during which oil or gas was produced or drilling was in progress, shall either commence actual drilling of another well, resume the production of oil or gas, or commence or resume the payment of rentals in the amount and in the manner above provided. And it is agreed that upon such commencement or resumption of the payment of rentals, paragraph 6 hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there has been no interruption in the rental payments. If at the expiration of the Primary Term oil, gas, casinghead gas or casinghead gasoline is not being produced on said land but LESSEE has commenced actual operations for repressuring, reworking, drilling, deepening or plugging back a well thereon, this lease shall remain in force so long as such operations are prosecuted with due diligence, and if such operations result in the production of oil, gas, casinghead gas, or casinghead gasoline, so long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said lands. If, after the expiration of the Primary Term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate if LESSEE with due diligence commences operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, and this lease shall remain in force so long as such operations are prosecuted with due diligence, and if production results therefrom, then as long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said premises. For the purposes of this paragraph, it is agreed that operations shall be deemed commenced or prosecuted with due diligence as long as there is no delay or cessation thereof for a period greater than sixty (60) consecutive days.

8. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein, and, in connection therewith, shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment and inject any such substances, as LESSEE considers necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the leased premises by injecting such brine or other waste substances through its well, or wells, drilled on said premises into any subsurface formations other than fresh water bearing formations.

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

10. LESSEE shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of LESSOR or water needed for the irrigation of said lands. When required by LESSOR, LESSEE shall bury pipe lines below plow depth and shall pay for all damage directly and immediately caused by its operations to growing crops theretofore planted on said land and shall promptly and fully repair and restore to their previous condition, as far as practicable and at LESSEE'S expense, all damage to roads, fences, ditches, waterholes, irrigation structures, bridges and other improvements, caused by its operations. No well shall be drilled nearer than fifteen hundred (1500) feet to the main dwelling house on said premises, nor nearer than five hundred (500) feet to any barn thereon, nor nearer than two hundred (200) feet to any other building thereon without the written consent of LESSOR. LESSEE shall have the right to remove at any time during the term of this lease, and shall promptly after the expiration of said term, remove all machinery, fixtures, houses, buildings and other structures or property placed by it on said premises, including the right to draw and remove all casing.

11. This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators, successors and assigns of said LESSOR and said LESSEE. The estate of either party hereto may be assigned in whole or in part, except that LESSEE shall not, without LESSOR'S written consent first had and obtained, assign this lease as to the whole or any part of the leased land, provided, however, that LESSEE may, without such written consent, assign this lease as to the whole or any part of the leased land to (1) a person, firm, or corporation succeeding to substantially all of LESSEE'S oil and gas production business in the State of Wyoming, or to a parent, subsidiary or affiliate of LESSEE, or (2) to person, firm or corporation having a net worth of more than One Million Dollars (\$1,000,000.00). But no change of ownership in the land or in the rentals or royalties shall be binding on LESSEE until after it has been furnished with the written transfer or assignment or a certified copy thereof. Regardless of change of ownership of the said land, or of portions thereof, the leased premises shall be developed and operated as one lease, and there shall be no obligation on LESSEE or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. It is agreed that, in the event this lease shall be assigned as herein provided, LESSEE and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment. If at any time there be as many as four parties entitled to rentals or royalties, LESSEE may withhold payments thereof unless and until all parties entitled to rentals and royalties designate, in writing, in a recordable instrument to be filed with LESSEE, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

13. LESSEE may at any time surrender this lease as to all of the above described lands, but may surrender this lease from time to time as to less than all of said lands only after oil, gas, casinghead gas, or casinghead gasoline, or any of them, is produced on said lands, by recording a proper instrument of surrender in the office of the County Clerk of said County. It is agreed that this lease shall never terminate or be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure exists, and any decree of termination, cancellation or forfeiture shall be in the alternative and shall provide for termination, cancellation or forfeiture unless LESSEE comply with the implied covenants, conditions or obligations breached within a reasonable time to be determined by the Court. In the event LESSOR considers that LESSEE has not complied with its covenants, conditions, or obligations hereunder, both express and implied, LESSOR shall notify LESSEE in writing, setting out specifically in what respects it is claimed that LESSEE has breached this contract, and LESSEE shall not be liable to LESSOR for any damages caused by a breach of any such covenant, condition, or obligation, express or implied, accruing more than sixty (60) days prior to the receipt by LESSEE of the aforesaid notice of such breach. Neither the service of said notice nor the doing of any acts by LESSEE aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that LESSEE has failed to perform all its obligations hereunder.

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages or other liens existing, levied, or assessed on or against the above described lands, and in the event it exercises such option, LESSEE shall be subrogated to the rights of any holder or holders thereof, and may reimburse itself by applying against the amount required in the discharge of any such mortgage, tax, or other lien, any royalty or rental accruing hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purposes of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. Should a well, located within three hundred and thirty (330) feet of any exterior boundary of the above described lands or lands adjacent thereto neither owned nor controlled by LESSOR, produce oil or gas in paying quantities, then unless a well shall have theretofore been drilled or is at the time being drilled by LESSEE within the offset area herein provided, LESSEE shall, within ninety (90) days after such well has been completed and put on continuous production, commence operations on the above described lands for an offset well thereto. Offset wells shall be located within an offset area extending three hundred and thirty (330) feet from the boundary separating the properties and three hundred and thirty (330) feet on each side of a straight line, or projection thereof, extending from the competing well through the nearest point on said boundary.

17. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations applicable to such operations, and this lease shall not be terminated in whole or in part, or LESSEE be held liable in damages, for failure to comply with the terms hereof, if compliance therewith is prevented by or if such failure is the result of, any such Law, Order, Rule or Regulation, or if prevented by an act of God, of the public enemy, labor disputes, inability to obtain material, failure of transportation, or other cause beyond the control of LESSEE. But LESSEE shall indemnify and save harmless LESSOR from and against all liability, laws, expense and attorney fees by reason of LESSEE'S default or failure to comply with any such Law, Order, Rule or Regulation. If, at the end of the Primary Term hereof, such term has not been extended by production or drilling as in this lease provided, and LESSEE, by reason of any of the above recited causes beyond its control, is unable to drill a well on the leased premises for oil or gas, the Primary Term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause. During any period that LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

18. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said State, insofar as the same may in any way affect the purposes for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed by the parties hereto as of the day and year first above written.

Frank P. Stout (SEAL)
Frank P. Stout
Mary Stout (SEAL)
Mary Stout (SEAL)

Lessor (SEAL)

Lessee (SEAL)

STATE OF Wyoming

COUNTY OF Sheridan

ss.

Wyoming—Individual

On this

23rd

day of

April

, 19 32, before me personally appeared

Frank P. Stout and Mary Stout, his wife.

to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Given under my hand and seal the day and year in this certificate first above written.

My Commission expires:

Feb 10, 1953

W.D. Boone
Notary Public

OIL AND GAS LEASE

THIS AGREEMENT, entered into this 22nd day of April, 1952, by and between George W. Seales, a single man,

of Sheridan, Wyoming,

hereinafter called "LESSOR" (whether one or more), and

Shell Oil Company, A Corporation of Delaware, Casper, Wyoming

"LESSEE."

WITNESSETH:

1. That LESSOR, for and in consideration of the sum of ten and more dollars (\$10.00), in hand paid, the receipt of which as full and adequate consideration for all rights granted herein is hereby acknowledged, and of the covenants and agreements contained herein, LESSOR has granted, demised, leased, and let, and hereby covenants, assigns, leases and lets, exclusively unto LESSEE for the purpose of investigating, exploring and prospecting by geophysical and other methods, and drilling, mining and operating for and producing oil, gas, casinghead gas, and casinghead gasoline, having gas lines, building tanks, stalling powers, power lines, telephone lines and other structures thereon, but not by geophysical exploration upon the ground except with the written consent of LESSOR, to find, produce, save, store, treat, transport, and take care of all such substances, and for housing and boarding employees in its operations on said land, the following described lands in Sheridan County, Wyoming, to-wit:

Township 55 North, Range 82 West

Section 33: NW1/4

Township 55 North, Range 81 West

Section 33: NE1/4, NW1/4

Section 33: NW1/4, also described as Tract 51 according to the United States Government Resurvey.

Township 54 North, Range 81 West

Section 12: Lot 1 & NE1/4 & NW1/4

Section 8: NE1/4

Township 54 North, Range 82 West

Section 12: Lots 1, 2 & SW1/4

Section 12: NE1/4 & SW1/4 and all that part of the SE1/4, and NE1/4SE1/4 of Section 11, and NW1/4 of Section 12, Township 54 North, Range 82 West, lying on the Northerly and Easterly line of the East Fork of Dow Prong Creek County Road, said line being described as follows:

Commencing at a point 950 feet South of the Northeast corner of the SW1/4 of said Section 12, thence North 10° West 490 feet; North 43° 20' West 850 feet; North 36° 50' West 2235 feet; thence North 28° 17' West 270.3 feet; thence North 9° 10' West 290 feet; thence North 2° 16' West 370 feet to a point on the North line of the SE1/4 of said Section 11; containing 59.4 acres more or less, and subject to the O. B. & C. Railroad right-of-way.

and containing 779.75 acres, more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of five (5) years from this date (said term being hereinafter referred to as "Primary Term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced in commercial quantities from the leased premises, or operations are being prosecuted as hereinafter provided.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth part of all oil produced and saved by LESSEE from the leased premises, or, from time to time, at LESSOR'S option, may pay to LESSOR for such one-eighth royalty oil the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks, LESSOR'S interest, in either case, to bear one-eighth of the cost of treating the oil to render it marketable pipe line oil.

4. LESSEE shall pay LESSOR, as royalty, for gas from each well where gas only is found and used by LESSEE off the premises, one-eighth of the market value of such gas at the well. If such gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale of such gas at the well. LESSOR shall have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at LESSOR'S sole risk and expense.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof. If gas from a well producing gas only is not sold or used, LESSEE shall pay LESSOR the sum of Three Hundred

Eighty Nine and 86/100 Dollars (\$389.86), per year, and if such payment is made it will be considered that gas is being produced within the meaning of paragraph 2 hereof. And if such payment is made by LESSEE to LESSOR, LESSEE shall be credited with such payment upon any royalty payments thereafter due LESSOR on account of gas produced from that well. The word "gas" as used herein shall include casinghead gas and casinghead gasoline.

6. If the drilling of a well for oil or gas, which means the actual penetration of the surface of the ground by a drilling bit, are not commenced on said land on or before the 22nd day of April, 1955, LESSEE on or before said date shall pay or tender to LESSOR or to the credit of LESSOR in Bank of Commerce

Bank at Sheridan, Wyoming, or its successors (which bank and its successors are LESSOR'S agent and shall continue as the depository for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder), a rental in the sum of Seven Hundred

Seventy Nine and 75/100 Dollars (\$779.75), which shall cover the privilege of

George W. Seales

deferring the drilling of a well for a period of one year from said date. Thereafter, upon the payment or tender in like manner annually of a rental in the same amount, the drilling of a well on the leased premises may be further deferred for successive periods of one year each during the Primary Term hereof. All payments or tenders of rental may be made by check or draft of LESSEE, or of any assignee thereof, mailed or delivered to LESSOR, or his assigns, or to said Bank on or before such date of payment. If such bank (or any successor bank) shall fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept any payment, LESSEE shall not be held in default for failure to make such payment until thirty (30) days after which LESSOR shall deliver to LESSEE a proper recordable instrument naming another bank as agent to receive such payments or tenders. Notwithstanding the death of LESSOR or any successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.

7. If, at any time during the Primary Term hereof, LESSEE shall drill a dry hole on said land when oil or gas is not being produced from the leased premises, or if at any time after the discovery of oil or gas on the leased premises production of oil and gas thereon shall cease during the Primary Term hereof, LESSEE, within sixty (60) days from expiration of the last rental period for which rental was paid or during which oil or gas was produced or drilling was in progress, shall either commence actual drilling of another well, resume the production of oil or gas, or commence or resume the payment of rentals in the amount and in the manner above provided. And it is agreed that upon such commencement or resumption of the payment of rentals, paragraph 6 hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there has been no interruption in the rental payments. If at the expiration of the Primary Term oil, gas, casinghead gas or casinghead gasoline is not being produced on said land but LESSEE has commenced actual operations for repressuring, reworking, drilling, deepening or plugging back a well thereon, this lease shall remain in force so long as such operations are prosecuted with due diligence, and if such operations result in the production of oil, gas, casinghead gas, or casinghead gasoline, so long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said lands. If, after the expiration of the Primary Term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate if LESSEE with due diligence commences operations for repressuring, reworking, drilling, deepening, or plugging back a well thereon, and this lease shall remain in force so long as such operations are prosecuted with due diligence, and if production results therefrom, then as long thereafter as oil, gas, casinghead gas, or casinghead gasoline is produced from said premises. For the purposes of this paragraph, it is agreed that operations shall be deemed commenced or prosecuted with due diligence as long as there is no delay or cessation thereof for a period greater than sixty (60) consecutive days.

8. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein, and, in connection therewith, shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment and inject any such substances, as LESSEE considers necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the leased premises by injecting such brine or other waste substances through its well, or wells, drilled on said premises into any subsurface formations other than fresh water bearing formations.

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

10. LESSEE shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of LESSOR or water needed for the irrigation of said lands. When required by LESSOR, LESSEE shall bury pipe lines below plow depth and shall pay for all damage directly and immediately caused by its operations to growing crops theretofore planted on said land and shall promptly and fully repair and restore to their previous condition, as far as practicable and at LESSEE'S expense, all damage to roads, fences, ditches, waterholes, irrigation structures, bridges and other improvements, caused by its operations. No well shall be drilled nearer than fifteen hundred (1500) feet to the main dwelling house on said premises, nor nearer than five hundred (500) feet to any barn thereon, nor nearer than two hundred (200) feet to any other building thereon without the written consent of LESSOR. LESSEE shall have the right to remove at any time during the term of this lease, and shall promptly after the expiration of said term, remove all machinery, fixtures, houses, buildings and other structures or property placed by it on said premises, including the right to draw and remove all casing.

11. This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators, successors and assigns of said LESSOR and said LESSEE. The estate of either party hereto may be assigned in whole or in part, except that LESSEE shall not, without LESSOR'S written consent first had and obtained, assign this lease as to the whole or any part of the leased land, provided, however, that LESSEE may, without such written consent, assign this lease as to the whole or any part of the leased land to (1) a person, firm, or corporation succeeding to substantially all of LESSEE'S oil and gas production business in the State of Wyoming, or to a parent, subsidiary or affiliate of LESSEE, or (2) to person, firm or corporation having a net worth of more than One Million Dollars (\$1,000,000.00). But no change of ownership in the land or in the rentals or royalties shall be binding on LESSEE until after it has been furnished with the written transfer or assignment or a certified copy thereof. Regardless of changes of ownership of the said land, or of portions thereof, the leased premises shall be developed and operated as one lease, and there shall be no obligation on LESSEE or its assigns to offset wells on separate tracts into which the land covered by this lease is now or may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

12. It is agreed that, in the event this lease shall be assigned as herein provided, LESSEE and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment. If at any time there be as many as four parties entitled to rentals or royalties, LESSEE may withhold payments thereof unless and until all parties entitled to rents and royalties designate, in writing, in a recordable instrument to be filed with LESSEE, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective successors in title.

13. LESSEE may at any time surrender this lease as to all of the above described lands, but may surrender this lease from time to time as to less than all of said lands only after oil, gas, casinghead gas, or casinghead gasoline, or any of them, is produced on said lands, by recording a proper instrument of surrender in the office of the County Clerk of said County. It is agreed that this lease shall never terminate or be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions or obligations until it shall have first been finally judicially determined that such failure exists, and any decree of termination, cancellation or forfeiture shall be in the alternative and shall provide for termination, cancellation or forfeiture unless LESSEE comply with the implied covenants, conditions or obligations breached within a reasonable time to be determined by the Court. In the event LESSOR considers that LESSEE has not complied with its covenants, conditions, or obligations hereunder, both express and implied, LESSOR shall notify LESSEE in writing, setting out specifically in what respects it is claimed that LESSEE has breached this contract, and LESSEE shall not be liable to LESSOR for any damages caused by a breach of any such covenant, condition, or obligation, express or implied, accruing more than sixty (60) days prior to the receipt by LESSEE of the aforesaid notice of such breach. Neither the service of said notice nor the doing of any acts by LESSEE aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that LESSEE has failed to perform all its obligations hereunder.

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages or other liens existing, levied, or assessed on or against the above described lands, and in the event it exercises such option, LESSEE shall be subrogated to the rights of any holder or holders thereof, and may reimburse itself by applying against the amount required in the discharge of any such mortgage, tax, or other lien, any royalty or rental accruing hereunder.

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purposes of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

16. Should a well, located within three hundred and thirty (330) feet of any exterior boundary of the above described lands or lands adjacent thereto neither owned nor controlled by LESSOR, produce oil or gas in paying quantities, then unless a well shall have theretofore been drilled or is at the time being drilled by LESSEE within the offset area herein provided, LESSEE shall, within ninety (90) days after such well has been completed and put on continuous production, commence operations on the above described lands for an offset well thereto. Offset wells shall be located within an offset area extending three hundred and thirty (330) feet from the boundary separating the properties and three hundred and thirty (330) feet on each side of a straight line, or projection thereof, extending from the competing well through the nearest point on said boundary.

17. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations applicable to such operations, and this lease shall not be terminated in whole or in part, or LESSEE be held liable in damages, for failure to comply with the terms hereof, if compliance therewith is prevented by or if such failure is the result of, any such Law, Order, Rule or Regulation, or if prevented by an act of God, of the public enemy, labor disputes, inability to obtain material, failure of transportation, or other cause beyond the control of LESSEE. But LESSEE shall indemnify and save harmless LESSOR from and against all liability, laws, expense and attorney fees by reason of LESSEE'S default or failure to comply with any such Law, Order, Rule or Regulation. If, at the end of the Primary Term hereof, such term has not been extended by production or drilling as in this lease provided, and LESSEE, by reason of any of the above recited causes beyond its control, is unable to drill a well on the leased premises for oil or gas, the Primary Term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause. During any period that LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

Copy Herein

18. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said State, insofar as the same may in any way affect the purposes for which this lease is made as recited herein.

19. LESSOR shall have gas free of charge from any gas well on the leased premises for any purpose by making his own connections so long as this amount does not exceed the LESSOR'S 1/8th royalty interest, the use of said gas to be at the LESSOR'S sole risk and expense.

20. If at any time during the primary term hereof, LESSEE shall drill a dry bore hole and abandon same on said land, LESSOR shall have the right, at his own expense and risk, to use said dry bore hole for the production of water. LESSOR shall assume all responsibility for said bore hole once the well has been plugged to a depth agreed on by both parties.

21. When LESSEE shall have established roads on said land for transportation to and from a drilling location, LESSEE shall use all reasonable diligence to see that transportation of equipment is restricted to such roads.

IN WITNESS WHEREOF, this instrument is signed and sealed by the parties hereto as of the day and year first above written.

George W. Scales (SEAL)
George W. Scales (SEAL)

____ (SEAL)

____ (SEAL)
Lessor

____ (SEAL)

____ (SEAL)

____ (SEAL)

STATE OF WYOMING 0
 0 ss.
COUNTY OF SHERIDAN 0

On this 23rd day of April, 1952, before me personally appeared _____
George W. Scales, a single man,
to me known to be the person described in and who executed the foregoing instrument, and
acknowledged that he executed the same as his free act and deed.

Given under my hand and seal the day and year in this certificate first above
written.

My Commission expires:

W. H. Marshall
Notary Public

November 18, 1953

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C. A. Fleetwood, of Casper, Wyoming

said land or adjacent land, the following described tract of land in..... Sheridan County, Wyoming..... to-wit:

Section 10: ENVI

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of ~~ten (10)~~ ^{five (5)} years from this date (said term being hereinafter referred to as "Primary Term"), and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from the leased premises, or operations are being prosecuted as hereinafter provided.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any oil well and used by LESSEE for the manufacture of gasoline or any other product, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty, one-eighth of the net proceeds derived from the sale thereof.

at Buffalo, Wyoming, or its successors (which bank and its successors are LESSOR's agent and shall continue as the depository for all rentals and royalty payable hereunder regardless of changes in ownership of said land or of the oil and gas, or of the rentals or royalty to accrue hereunder),

7. If, at any time during the Primary Term hereof, LESSEE shall drill a dry hole on said land when oil or gas is not being produced from the leased premises, or if at any time after the discovery of oil or gas on the leased premises production of oil and gas thereon shall cease during the Primary Term hereof, LESSEE within twelve (12) months from the expiration of the last stated period, for which rental was paid, shall cause to be made and completed a definite

8. LESSEE shall have the right to repressure oil or gas bearing formations by injecting air, liquid or gaseous substances therein, and, in connection therewith, shall be privileged to drill and equip such input and recovery wells, erect and install such structures and equipment, and inject such substances, as LESSEE considers necessary for repressuring purposes. LESSEE shall also have the right to dispose of brine or other waste substances produced by it in its operations on the

9. In case 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 for shall be paid LESSOR only in the proportion which his interest bears to the whole and undivided fee.

10. LESSEE shall have the right to use free of cost any oil and water found on said land for its operations thereon, except water from the wells of

11. This lease and all of the terms, provisions and covenants hereof shall extend to and be binding on all of the heirs, devisees, executors, administrators, successors and assigns of said LESSOR and said LESSEE. The estate of either party hereto may be assigned in whole or in part but no change of ownership in the land or in the rentals or royalties shall be binding on LESSEE until after it has been furnished with the written transfer or assignment or a certified copy thereof.

12. It is hereby agreed that, in the event this lease shall be assigned as an entirety or as to a part or as to parts of the above described lands, LESSEE and any subsequent assignor shall be released from all liability hereunder arising or accruing subsequent to the date of such assignment as to the part or parts so assigned, and should the holder or owner of this lease as to any part or parts of the leased premises fail or make default in the payment of the proportionate part

13. LESSEE may at any time surrender this lease as to all or any part of the above described lands by recording a proper instrument of surrender in the office of the County Clerk of said county. Upon surrender as to any part of such lands the rental specified above shall be proportionately

14. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that LESSEE, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and, in the event it exercises such option, LESSEE shall have the right to be reimbursed by LESSOR for the amount paid by LESSEE for such taxes, mortgages, or other liens, and may reimburse itself by availing against the amount required in the discharge of any such mort-

15. No part of the surface of the leased premises shall, without the consent of the LESSEE, be let, granted, or licensed by the LESSOR to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment, machinery, or pipe lines for purpose of or in connection with the exploration, development or operation of or for oil and/or gas on adjacent land or the storage or production of oil and/or gas produced therefrom.

THIS LEASE SHALL REMAIN IN FULL FORCE AND EFFECT.

17. LESSEE is hereby given the right at its option, at any time and from time to time, to pool or unitize for development and operation purposes all or any part or parts of the leased premises or rights therein with any other land (whether United States, State, or privately owned) in the vicinity thereof, or with any leasehold, operating or other rights or interests in such other land. LESSEE shall execute and record in the office of the _____ 2 _____ of said County, an instrument identifying the pooled or unitized area. Any well drilled or operations conducted on any part of any lands so pooled or unitized shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the leased premises included in any such pooling or unitization such proportion of the actual production from all lands so pooled or unitized as such portion of the leased premises, computed on an acreage basis, bears to the entire acreage of the lands so pooled or unitized. It is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the leased premises included in such pooling or unitization in the same manner as though produced from such portion of the leased premises under the terms of this lease.

18. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of any homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

WITNESS:

Ella Parsons (SEAL)
Ella Parsons

Lessor (SEAL)

STATE OF Wyoming }
COUNTY OF Sheridan } SS. Wyoming—Individual

On this 21st day of April, 1952, before me personally appeared Ella Parsons, one and the same person as Ella McVay, a divorced woman,
to me known to be the person described in and who executed the foregoing instrument, and acknowledged that She
executed the same as her free act and deed.

Given under my hand and seal the day and year in this certificate first above written.

My Commission Expires:

Walter B. ...
Notary Public

17. LESSEE is hereby given the right at its option, at any time and from time to time, to pool or unitize for development and operation purposes all or any part or parts of the leased premises or rights therein with any other land (whether United States, State, or privately owned) in the vicinity thereof, or with any leasehold, operating or other rights or interests in such other land. LESSEE shall execute and record in the office of the County Clerk of said County, an instrument identifying the pooled or unitized area. Any well drilled or operations conducted on any part of any lands so pooled or unitized shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the leased premises included in any such pooling or unitization such proportion of the actual production from all lands so pooled or unitized as such portion of the leased premises, computed on an acreage basis, bears to the entire acreage of the lands so pooled or unitized. It is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the leased premises included in such pooling or unitization in the same manner as though produced from such portion of the leased premises under the terms of this lease.

18. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of any homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

WITNESS:

Arnulph Nussbacher (SEAL)
Arnulph Nussbacher

(SEAL)

(SEAL)

(SEAL)

Lessor

STATE OF Wyoming }
COUNTY OF Sheridan } SS.

Wyoming—Individual

On this 21st day of April, 1952, before me personally appeared Arnulph Nussbacher, one and the same person as Gary Nussbacher, a single man to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Given under my hand and seal the day and year in this certificate first above written.

My Commission Expires:

Notary Public

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18. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of any homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

WITNESS:

Barbara Nussbacher (SEAL)

Louis Mussbacher (SEAL)
Louis Mussbacher

... (SEAL)

... (SEAL)

Lessor

STATE OF Wyoming }
COUNTY OF Sheridan } SS.

Wyoming—Individual

On this 21st day of April, 1952, before me personally appeared Barbara Nussbacher, a widow, and Louis Nussbacher, a single man,
to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she
executed the same as her free act and deed.

Given under my hand and seal the day and year in this certificate first above written.

My Commission Expires:

My Commission Expires: 01/01/2011

Ruth Barnhart
Notary Public

OIL AND GAS LEASE

C. A. Fleetwood, of Casner, Wyoming 10-00

ssaid land or adjacent land, the following described tract of land in.....Sheridan.....County, Wyoming....., to-wit:

Section 10: Section 10: 2472

Section 11: SU; WEN

and also, in addition to the above described land, any and all other land, whether or not situated or in adjoining sections, and adjacent to the above described land.

hereinafter referred to as "Primary Term", and as long thereafter as production of oil or gas in paying quantities is being made from the premises, or operations are being prosecuted as hereinafter provided.

[illegible]

value of such gas at the well. If such gas is sold by the LESSEE, then LESSEE shall pay _____.

5. LESSEE shall pay LESSOR, as royalty, for gas produced from any or all of the above described lands, one-eighth of the market value of said gas, as such, at the mouth of the well. If said gas is sold by LESSEE, then LESSEE shall pay LESSOR, as royalty,

63

6. LESSEE has paid rental hereunder to and according to the terms of said lease, and if operations for the drilling of a well for oil or gas are not commenced on said land on or before said date, then the lease shall terminate on said date. Bank

Buffalo, Wyoming _____ or its successors (which bank and its successors are LESSOR'S agent and shall continue as the agent)

[illegible]

successive periods of one year each during the Primary Term hereof. All payments of rentals shall be made by LESSEE to LESSOR, or his assigns, or to said bank on or before such date of payment. If such bank (or any successor bank) shall not be a bank, then the payments shall be made to the bank named in the assignment of the lease. LESSEE shall not be held in default for failure to make any payment if such payment is made to the bank named in the assignment of the lease.

such payment until thirty (30) days after LESSOR shall receive notice of such payment or tenders. Notwithstanding the death of LESSOR or any successor in interest, the payment or tender of rentals by LESSEE shall be deemed from the lease

7. If, at any time during the primary term or extension term, oil or gas is produced or saved from the leased premises, or if at any time after the discovery of oil or gas on the leased premises production of oil and gas commences, then the lease shall continue until the expiration of the last rental period for which rental was paid or during which oil or gas was produced or drilled.

ment of rentals in the amount and in the manner above provided. And it is agreed that if at any time operations are suspended or discontinued on said land for a period of more than thirty (30) days, the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in operations.

diligence, and if such operations result in the production of oil, gas, casinghead gas, or casinghead gasoline, production on the leased premises shall cease from and after the expiration of the Primary Term of this lease, except as provided herein.

thereon, and this lease shall remain in force so long as such operations are prosecuted on the premises. For the purposes of this paragraph, it is agreed that the lease shall not terminate if the leasehold gas or casinghead gasoline is produced from said premises for a greater period than sixty (60) consecutive days.

[illegible]

leased premises by injecting such brine or other waste water into fresh water bearing formations.

10. LESSEE shall have the right to use, free of cost, gas, oil and water found on said land for its operations and shall pay for damage directly and immediately caused by its operations to the house or barn now on said premises.

without the written consent of LESSOR. LESSEE shall have the right at any time during or after the term of this lease to place on said premises, including the right to draw and remove all casing.

successors and assigns of said LESSOR and said LESSEE. The estate of either party under this lease shall be binding on LESSEE until after it has been furnished with the written transfer or assignment of the leased premises shall be developed and operated as one lease, and there shall be no severance of the leased premises shall be divided by sale.

be no obligation on LESSEE or its assigns to outlet wells on separate lands, or to lease, develop or otherwise, or to furnish separate measuring or receiving tanks.

and any subsequent assignor shall be released from all liability, obligations and duties under this lease as to any part or parts of the leased premises and the covenants, conditions or obligations of this lease shall not be assigned and should the holder or owner of this lease as to any part or parts of the leased premises fail or make default in any of the covenants, conditions or obligations of this lease as to any part or parts of said land upon which

assignee hereof shall make due payment of said rentals, or otherwise comply with the terms of this lease, and until all parties designate, in writing, a successor in interest to the LESSOR, LESSOR may withhold payments thereof unless and until all parties designate, in writing, a successor in interest to the LESSOR.

successors in title.

of the... reduced on an acreage basis and LESSEE shall have reasonable and convenient easements... lease shall never terminate or be forfeited or... It is agreed that this... failure ex... unless LESS

and any decree of termination, cancellation or forfeiture shall be in the discretion of the LESSOR, and any breach of the covenants, conditions, or obligations breached within a reasonable time to be determined by the LESSOR, LESSOR shall notify LESSEE in writing, and LESSEE shall be liable to LESSOR for any damages caused by such breach.

out specifically in what respects it is claimed that there has been a breach of any such covenant, condition or obligation, express or implied, accruing more than one year prior to the doing of any acts by LESSEE aimed to meet all or any of the alleged covenants, conditions or obligations.

14. LESSOR hereby warrants and agrees to defend the title to the land herein described as assessed on or against the above described lands, and, in the event it exists, to pay the amount required in the discharge of any such tax.

gage, tax, or other lien, any royalty or rentals accruing hereunder.

with the exploration, development or operation of or for on and/or under the land, nor shall LESSEE be held liable in damages, for failure to comply with or if such failure is the result of, any Federal or State laws, executive orders, regulations, or court decisions, or drilling as in this lease provided,

orders, rules, or regulations. If, at the end of the ninety (90) or more days following the termination of the lease, the lessee is unable to drill a well on the leased premises by reason of any of the above recited causes, the lease shall nevertheless continue in full force and effect until the first anniversary hereof occurring ninety (90) or more days following the termination of the lease.

ing cause. During any period that this lease shall remain in full force and effect.

Age Group	Percentage of Respondents
18-29	65
30-49	75
50-69	85
70+	88

17. LESSEE is hereby given the right at its option, at any time and from time to time, to pool or unitize for development and operation purposes all or any part or parts of the leased premises or rights therein with any other land (whether United States, State, or privately owned) in the vicinity thereof, or with any leasehold, operating or other rights or interests in such other land. LESSEE shall execute and record in the office of the County Clerk of said County, an instrument identifying the pooled or unitized area. Any well drilled or operations conducted on any part of any lands so pooled or unitized shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the leased premises included in any such pooling or unitization such proportion of the actual production from all lands so pooled or unitized as such portion of the leased premises, computed on an acreage basis, bears to the entire acreage of the lands so pooled or unitized. It is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the leased premises included in such pooling or unitization in the same manner as though produced from such portion of the leased premises under the terms of this lease.

18. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of any homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

WITNESS:

Paul Nussbacher (SEAL)
Paul Nussbacher
Ida I. Nussbacher (SEAL)
Ida I. Nussbacher

(SEAL)

Lessor (SEAL)

STATE OF Wyoming
COUNTY OF Sheridan } SS.

Wyoming—Individual

On this 21st day of April, 1952, before me personally appeared Paul Nussbacher and Ida I. Nussbacher, one and the same person as Ida Irene Nussbacher, his wife,

to me known to be the person S described in and who executed the foregoing instrument, and acknowledged that t he y executed the same as their free act and deed.

Given under my hand and seal the day and year in this certificate first above written.

My Commission Expires:

Guth Bannhart
Notary Public

OIL AND GAS LEASE

THIS AGREEMENT, entered into this 19th day of April, 1952 between Joe Kobielski
and Katheryn M. Kobielski, his wife;

of Mt. 1, Sheridan, Wyoming hereinafter called "LESSOR" (whether one or more), and
G.A. Fleetwood of Casper, Wyoming "LESSEE," does witness:
Dollars \$ 10.00 none paid in

[illegible]

TOWNSHIP 54 NORTH, RANGE 82 WEST
Section 2: Lots 3 and 4, S1/4 SW1, SW1/4, SW1/4. Subject to right
of way for public road.

and containing 400 acres, more or less, and also, in addition to the above described land, any and all other land owned or claimed by LESSOR in said section or sections in which the above described land is located, together with the above described land, to the above described land, on or about 12/17/15 from this date (said term being

and also, in addition to the above described land, any and all other land owned or claimed by LESSEE (hereinafter referred to as "Primary Term") situated or in adjoining sections, and adjacent to the above described land.

2. Subject to the other provisions herein contained, this lease shall remain in force for a primary term of (10) 10 years from this date (said term being hereinafter referred to as "Primary Term"), after which character shall remain in force for a secondary term of (10) 10 years from the date of expiration of said Primary Term, if production of oil, gas, casinghead gas, casinghead gasoline or any of them is produced from the leased premises during the said term; otherwise, this lease shall terminate at the expiration of said Primary Term.

3. If at any time during the term of this lease, LESSEE may connect its wells, the equal or encroaching

hereinafter referred to as "Primary Term"), and as long thereafter as oil, gas, condensate or other hydrocarbon products are produced from the leased premises, or operations are being prosecuted at hereinafter provided Lessor's well(s), shall remain in full force and effect until terminated by either party.

3. LESSEE shall deliver to the credit of LESSOR as royalty, free of cost, in the pipe line to which LESSEE may connect its wells, the equal one-eighth part of all oil produced and saved by LESSEE from the leased premises, or, from time to time, at LESSOR'S option, pay to LESSOR for such one-eighth part of all oil produced and saved by LESSEE from the leased premises, or from time to time, at LESSOR'S option, pay to LESSOR the equivalent thereof in kind, based upon the prevailing market price for oil of like grade and gravity prevailing on the day such oil is delivered to the pipe line, or into storage tanks, LESSOR'S interest therein, less expenses incurred by LESSEE in delivering same to the pipe line, or into storage tanks, Ripe Line Oil.

[illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible]

9. In case LESSOR owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and royalties-in-kind payable by LESSEE to LESSOR only in the proportion which his interest bears to the whole and undivided fee.

[illegible][illegible][illegible][illegible][illegible]

and, if applied, such failure or default shall not operate to terminate this lease, and, if so applied, such failure or default shall make due payment of the rentals, or otherwise comply with the terms and conditions of this lease, and until all parties designate, in writing, that they assign hereof shall make due payment of the rentals, LESSEE may withhold payments thereof until the parties designate, in writing, that they assign hereof to execute division and transfer orders on behalf of said parties and their respective assigns entitled to rentals or royalties, LESSEE may withhold payments thereof until the parties designate, in writing, that they assign hereof to execute division and transfer orders on behalf of said parties and their respective assigns entitled to rentals or royalties, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties and their respective assigns in title.

[illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible]

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

IN WITNESS WHEREOF, this instrument is signed and sealed
WITNESS: Joe Bobielusz

[Handwritten signature]

Katheryn M. Kobielski

LE-807

ACKNOWLEDGMENTS

STATE OF WYOMING
COUNTY OF SHERIDAN

Wyoming—Individual

SS.

On this 19th day of April, 1952, before me personally appeared
Joe Kobielsuz and Kathryn M. Kobielsuz, his wife,

to me known to be the person S described in, and who executed the foregoing instrument, and who acknowledged to
me that they executed the same as their free act and deed, including the release and waiver of the
right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the
said instrument.

Given under my hand and seal this 19th day of April, 1952.

My Commission Expires:

My Commission expires October 16, 1954

[Signature]

Notary Public

Section 34: 1/2 Sec. 34, T12N, R12E, S12W, Subject to a right of way for public road.

[illegible]

18. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of any homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

1. That LESSOR, for and in consideration of a rental of Ten and more

said land or adjacent land, the following described tract of land in.....Sheridan,.....County,Wyoming

Township 54 North, Range 82 West
Section 3: NW 34.

16. This lease shall not be terminated, in whole or in part, nor shall LESSEE be held liable in damages, for failure to comply with the provisions of this lease, if such failure is caused by any act of God, war, riot, pestilence, epidemic, or any other cause beyond the control of LESSEE, or if such failure is prevented by or is contrary to or in conflict with or if such failure is caused by any act of God, war, riot, pestilence, epidemic, or any other cause beyond the control of LESSEE, or if such failure is prevented by or is contrary to or in conflict with any order, rules, or regulations. If, at the end of the Primary Term hereof, such term has not expired, then this lease shall be extended automatically for a period of one (1) year, and if the leased premises for oil or gas, the Primary Term and the rental provisions hereof, by reason of any of the above recited causes, until the first anniversary hereof occurring ninety (90) or more days following the removal of the cause. During any period that LESSEE is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, the lease shall remain in full force and effect.

18. The parties executing this lease as LESSOR for themselves and their heirs, successors and assigns, hereby expressly release and waive all rights under and by virtue of any homestead exemption laws of said State, insofar as the same may in any way affect the purpose for which this lease is made as recited herein.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.

WITNESS:

George J. Kobielusz (SEAL)
 Lucille A. Kobielusz (SEAL)
 Paul T. Kobielusz (SEAL)
 Bernice I. Kobielusz (SEAL)

STATE OF WYOMING }
COUNTY OF SHERIDAN } SS.

Wyoming—Individual

On this 21st day of April, 1952, before me personally appeared George J. Kobielusz and Lucille A. Kobielusz, his wife, and Paul T. Kobielusz and Bernice I. Kobielusz, his wife to be known to be the person^s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Given under my hand and seal the day and year in this certificate first above written.

My Commission Expires:

My Commission expires October 16, 1954

Notary Public

RECORDED JUNE 25, 1952 BK. 88 PG. 129

NO. 340483 B. B. HUME, COUNTY CLERK

OIL AND GAS LEASE

Producers 88 Spec.

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

AGREEMENT, Made and entered into this 23rd day of May, 1952 by and between

Clyde A. Abbott and Elsie B. Abbott, also known as Elsie B. Abbott, husband and wife

of Paisley, Oregon, hereinafter called lessor (whether one or more) and

Victory Oil Company, 313 East Wardlow Road,

of Long Beach 7, California, hereinafter called lessee:

WITNESSETH, That the lessor, for and in consideration of --- Ten Dollars --- 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 pipelines, telephones 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 certain tract of land situated in the County of

Sheridan, State of Wyoming, described as follows, to-wit: All my right, title and interest (being an undivided one-fourth interest) in and to the following land: S1/4, NE1/4, and NE1/4

of Section 14 Township 57N Range 83W and containing 160 acres, more or less.

It is agreed that this lease shall remain in force for a term of 10 years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises but lessee is then engaged in drilling for oil or gas, then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises; and drilling operations shall be considered to be continuously prosecuted if not more than sixty days shall elapse between the completion or abandonment of one well, and the beginning of operations for the drilling of a subsequent well. If oil or gas shall be discovered and produced from any such well or wells drilled or being drilled at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas shall be produced from the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. To pay the lessor one-eighth, at the market price at the well for the gas so used, for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the Nevada Bank of Commerce

Bank at Pioche, Nevada, or its successors, which shall continue as the depository regardless

of changes in the ownership of said land, the sum of One Hundred Sixty and no/100----- DOLLARS,

which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending the period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land 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.

Lessee may at any time release this lease as to part or all of the lands above described, after which all payments and rentals thereon shall be deemed to be terminated, and the annual rental shall be reduced proportionately.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, developing or operating adjacent lands for oil or gas.

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 proportion which his interest 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 the 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 operation PLACED IN THE PUBLIC RECORDS ON SAID LANDS.

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 of rentals or royalties; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 as to which the said lessee or any assignee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, 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 holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank. Due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

The undersigned, lessors, for themselves, their heirs and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, in so far as said rights of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.

VICTORY OIL COMPANY

By: [Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

Clyde A. Abbott (SEAL)

Elsie B. Abbott (SEAL)

[Signature] (SEAL)

[Signature] (SEAL)

[Signature] (SEAL)

[Signature] (SEAL)

[Signature] (SEAL)

[Signature] (SEAL)

[Signature] (SEAL)

[Signature] (SEAL)

[Signature] (SEAL)

[Signature] (SEAL)

[Signature] (SEAL)

[Signature] (SEAL)

[Signature] (SEAL)

[Signature] (SEAL)

[Signature] (SEAL)

STATE OF OregonCOUNTY OF Lake

Individual Acknowledgment Single or Married

SS.

On this 16th day of June, 19 52Clyde A. Abbott and Elsie B. Abbott, also known as Elsie B. Abbott,
husband and wife,to me known to be the person described in, and who executed the foregoing instrument, and who acknowledged to
me that he executed the same as single free act and deed, including the release and waiver of the
right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the
said instrument.Given under my hand and seal this 16th day of June, 19 52.

My Commission Expires:

Dec. 9 - 1955Blanche L. Lumm

Notary Public

STATE OF _____

COUNTY OF _____

Individual Acknowledgment Single or Married

SS.

On this _____ day of _____

, 19 _____

, before me personally appeared _____

to me known to be the person described in, and who executed the foregoing instrument, and who acknowledged to
me that he executed the same as _____ free act and deed, including the release and waiver of the
right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the
said instrument.

Given under my hand and seal this _____ day of _____, 19 _____.

My Commission Expires: _____

Notary Public

STATE OF _____

COUNTY OF _____

Individual Acknowledgment Single or Married

SS.

On this _____ day of _____

, 19 _____

, before me personally appeared _____

to me known to be the person described in, and who executed the foregoing instrument, and who acknowledged to
me that he executed the same as _____ free act and deed, including the release and waiver of the
right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the
said instrument.Given under my hand and seal this 9th day of June, 19 52.

My Commission Expires:

Dec 9 - 1955Blanche L. Lumm

Notary Public

STATE OF CALIFORNIA,

County of Los Angeles

SS.

ON THIS 23RD day of JUNEFRED D. PFEIFFER, A.D., 19 52, before me,

a Notary Public in and for said County and State, personally appeared

EDWIN P. CRAILPresident, and F. W. CRAILSecretary of the VICTORY OIL COMPANYthe Corporation that executed the within Instrument, known to me to be the persons who
executed the within Instrument, on behalf of the Corporation herein 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 the day and
year in this certificate first above written.Fred D. Pfeiffer
Notary Public in and for said County and State.My Commission Expires SEPT. 19, 1953

ACKNOWLEDGMENT - CORP. - PRES. & SEC., L.A.CO. - WOLCOTT'S FORM 223

RECORDED JUNE 25, 1952 BK. 88 PG. 131

NO. 34054 B. B. JUNE, COUNTY CLERK

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO.
CASPER, WYOMING

Producers 88 Spec.

AGREEMENT, Made and entered into this 3rd day of June, 1952 by and between

Jesse J. Gorman and Josephine Gorman, his wife

of Sheridan County, Wyoming, hereinafter called lessor (whether one or more) and

Victory Oil Company, 816 East Wardlow Road

of Long Beach 7, California, hereinafter called lessee:

WITNESSETH, That the lessor, for and in consideration of Ten Dollars 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 pipelines, 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 certain tract of land situated in the County of

Sheridan, State of Wyoming, described as follows, to-wit:

All of our right, title and interest (being an undivided one-half

interest) in and to the following land:

W1/2, S1/2, NE1/4SW1/2 and W1/2SW1/2 of Section 1;

N1/2, W1/2 and SE1/4 of Section 12;

SW1/4 and NE1/4SW1/2 of Section 13;

Township 57 North Range 83 W. and containing 340 acres, more or less.

It is agreed that this lease shall remain in force for a term of ten years from this date, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced from said leased premises, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises; and drilling operations then this lease shall continue in force so long as drilling operations are being continuously prosecuted on the leased premises; and drilling operations shall be considered to be continuously prosecuted if not more than sixty days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If oil or gas shall be discovered and produced from any such well or wells drilled or being drilled at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas shall be produced from the leased premises.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty, the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

2nd. To pay the lessor one-eighth, at the market price at the time of the gas so used, for the gas from each well where gas only is found, while the same is being used off the premises, and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the wells at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or for the manufacture of casinghead gasoline, one-eighth, at the market price at the well for the gas so used, for the time during which such gas shall be used, said payments to be made monthly.

If no well be commenced on said land on or before one year from the date hereof, this lease shall terminate as to both parties unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in the First National Bank at Sheridan, Wyoming, or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Three Hundred Twenty and no/100 DOLLARS,

of changes in the ownership of said land, the sum of

which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. It is understood and agreed that the consideration first recited herein shall be payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land 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.

Lessee may at any time release this lease as to ~~any or all~~ of the lands above described, after which all payments and liabilities thereafter to accrue as to the lands released, shall cease and determine as to those lands as though the lease had terminated as to those lands on the date of such release, the amount of rentals then due shall be paid to the lessor.

No part of the surface of the leased premises shall, without the written consent of the lessee, be let, granted, or licensed by the lessor to any other party for the erection, construction, location or maintenance of structures, tanks, pits, reservoirs, equipment or machinery to be used for the purpose of exploring, or developing or operating adjacent lands for oil or gas.

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 proportion which his interest bears to the whole and undivided fee.

When requested by the 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 operation to growing crops on said lands. 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.

Lessee shall have the right at any time to assign, 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 in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees 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 as to which the said lessee or any assignee thereof shall make due payment of said rental.

If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to pay for lessor, any mortgage, 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 holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Should the depository bank hereafter close without a successor, lessee or his assigns may deposit rental in any National Bank located in same county with first named bank, due notice of the deposit of such rental to be mailed to lessor at last known post office address.

Should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

The undersigned, lessors, for themselves, their heirs and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, in so far as said rights of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

In Testimony Whereof, We Sign, as of the day and year first above written.

Victory Oil Co. by *[Signature]* (SEAL)

Jesse J. Gorman (SEAL)

Josephine Gorman (SEAL)

By *[Signature]* (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Wyoming
COUNTY OF Sheridan

Individual Acknowledgment Single or Married

On this 3rd day of June

, 19 52, before me personally appeared
Jesse J. Gorman and Josephine Gorman, his wife

to me known to be the person S described in, and who executed the foregoing instrument, and who acknowledged to me that the y executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal this 3rd day of June, 19 52.

My Commission Expires: May 2, 1956

Leona May Ruff
Notary Public

STATE OF _____

COUNTY OF _____

Individual Acknowledgment Single or Married

On this _____ day of _____, 19 _____, before me personally appeared

STATE OF CALIFORNIA,

County of Los Angeles

ON THIS 17TH day of JUNE, A.D., 19 52, before me,
FRED D. PFEIFFER

a Notary Public in and for said County and State, personally appeared

EDWIN P. GRALL

President, and JOHN S. KENNEDY

ASST Secretary of the VICTORY OIL COMPANY

the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein 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 the day and year in this certificate first above written.

Fred D. Pfeiffer
Notary Public in and for said County and State.

In the Matter of the Estate
of
FLORENCE L. COOK,
Deceased.

This matter came on to be heard this day by the Court upon the Petition of Jesse E. Cook, also known as J. E. Cook, surviving spouse of Florence L. Cook, Deceased, for an Order adjudging the termination of the Life Estate and Estate by the Entireties of said Deceased in and to the parcels of real estate hereinafter described, and it appearing to the satisfaction of the Court from the Affidavit of Publication filed herein that Notice of said Petition and of the time set for hearing thereof has been given in the manner and form required by law and by the Order of this Court;

That Florence L. Cook died on May 28, 1952 at Sheridan County, Wyoming and that at the time of her death she was a resident of the County of Sheridan, State of Wyoming.

That Florence L. Cook left surviving her as her only heirs at law and next of kin the following persons, to-wit: Jesse E. Cook, also known as J. E. Cook, widower, Wilda Marie Brock, daughter, Arthur J. Cook, son, Leslie Cook, son and Wayne Cook, son, and that each of said persons is more than 21 years of age and that each of said ~~sons and~~ daughter has filed herein his or her consent that this Court make and enter herein its Order and Decree finding that Florence L. Cook and Jesse E. Cook were husband; that they held

title to the parcels of real estate described in said Petition as an Estate by the Entireties; that Florence L. Cook died on May 28, 1952 at Sheridan County, Wyoming and that the Life Estate and Estate by the Entireties of said Florence L. Cook in and to said Parcels of real estate described in the Petition has terminated and that Jesse E. Cook, also known as J. E. Cook, as surviving spouse of said Deceased and surviving tenant, is the sole owner of said parcels of real estate.

The Court expressly finds that at the time of her death, said Florence L. Cook and Jesse E. Cook, also known as J. E. Cook, were wife and husband, and were the joint owners of an Estate by the Entireties in and to the parcels of real estate described in the Petition filed herein by Jesse E. Cook; that upon the death of said Florence L. Cook, said Estate by the Entireties in and to the parcels of real estate remained in and remains solely vested in Jesse E. Cook, surviving spouse of said Deceased.

The Court further finds that all of the allegations contained in the Petition are true in all respects and that the sole fee simple title to said real estate now remains vested in Jesse E. Cook, also known as J. E. Cook, and that the prayer of said Petition be granted.

IT IS, THEREFORE, HEREBY ORDERED, ADJUDGED AND DECREED by the Court, that the Life Estate and the Estate by the Entireties of Florence L. Cook, now Deceased, in and to the following described parcels of real estate situate in the County of Sheridan, State of Wyoming, to-wit:

Parcel 1 - Lot 8 in Subdivision of Block 8 of Western Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, together with all improvements situate thereon.

Parcel 2 - The East 70 feet of the West 195 feet of Lot "E" of the Hald Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, together with all improvements situate thereon.

has terminated, and that the sole fee simple title to said real estate remains vested absolutely in and the same is hereby vested and confirmed in Jesse E. Cook, also known as J. E. Cook, surviving

spouse of Florence L. Cook, Deceased.

IT IS FURTHER ADJUDGED AND DECREED that Florence L. Cook died on May 28, 1952 at Sheridan County, Wyoming and that at the time of her death she was a resident of Sheridan County, Wyoming.
Done in open Court this 25 day of June, 1952.

G. A. Layman
J U D G E

THE STATE OF WYOMING

County of Sheridan

} ss.

I, John W. Songer

Clerk of the fourth Judicial District

Court within and for the County aforesaid, do hereby certify the foregoing to be a true and complete copy of Order adjudging termination of estate by entireties in the matter of the estate of Florence L. Cook, deceased, as the same appears on file and of record in this office

IN TESTIMONY WHEREOF, I have hereunto subscribed my hand and affixed the official seal of said Court at my office in Sheridan, Wyoming, this 25 day of June
A. D. 1952

John W. Songer
Clerk of the District Court.

By _____ Deputy.

NO. 340517. B. B. HUME, COUNTY CLERK

Ethel S. Dauderman, a widow.

~~---One dollar and other good and valuable consideration----- DOLLARS~~

JACK C. HAMPTON and LOUISE G. HAMPTON, husband and wife,

grantee S. J. Sheridan of Sheridan County and State of Wyoming

the following described real estate, situate in. Sheridan County and State
of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State,
to-wit:

Lot 3, Block 15 of the Amended Plat of Sheridan Land Company's Second Addition to the Town, now City of Sheridan, Sheridan County, Wyoming, together with all improvements situate thereon.



WITNESS her hand this 23rd day of June 1952

Signed, Sealed and Delivered in Presence of

County of Sheridan

On this 23rd day of June, 19 52, before me personally appeared

Ethel S. Dauderman, a widow

to me known to be the person . . . described in and who executed the foregoing instrument, and acknowledged that she

executed the same as **her** free act and deed, including the release and waiver of the right of homestead, the said wife having been by the first fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and notarial seal, the day and year in this certificate first above written.

Notary Public

My commission expires on the 2nd day of April, A. D. 1953.

RECORDED JUNE 26, 1952, BK 88 PG 137
NO. 340522, B. B. HUME, COUNTY CLERK

WARRANTY DEED WITH RELEASE OF HOMESTEAD

Clarence W. Temple and Olive J. Temple, husband and wife

grantor Clarence W. Temple, Sheridan, Sheridan County, and State
of Wyoming, for and in consideration of One Dollar and other good and
valuable considerations DOLLARS

in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO

Edith S. Handerman, a widow

grantee, of Sheridan County and State of Wyoming
the following described real estate, situate in Sheridan, Sheridan County and State
of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State,
to-wit:

The South 50 feet of the East 170 feet of Lot "Q" of the
Field Addition to the Town, now City, of Sheridan, Sheridan
County, Wyoming; together with any and all improvements
situate thereon or thereunto belonging.



WITNESS our hand S this 23rd day of June, 19 52.

Signed, Sealed and Delivered in Presence of

Clarence W. Temple
Olive J. Temple

THE STATE OF WYOMING,

County of Sheridan ss.

On this 23rd day of June, 19 52, before me personally appeared

Clarence W. Temple and Olive J. Temple, husband and wife

to me known to be the person S described in and who executed the foregoing instrument, and acknowledged that they
executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife
having been by me first fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and notarial seal, the day and year in this certificate first above written.

[Signature]
NOTARY PUBLIC

My commission expires on the 14th day of July, A. D. 19 55.

RECORDED JUNE 26, 1952, BK 88 PG 138

NO. 340524, B. B. HUME, COUNTY CLERK

WARRANTY DEED WITH RELEASE OF HOMESTEAD

Ruby T. Kusel, a widow

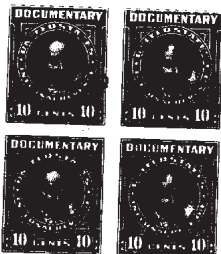
grantor, of Sheridan County, and State
of Wyoming, for and in consideration of
One Dollar and other good and valuable consideration-----DOLLARS

in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO

Dessa M. Shreve

grantee, of Sheridan County and State of Wyoming
the following described real estate, situate in Sheridan County and State
of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State,
to-wit:

Lot 8, Block 5, Gillette Second Addition to the Town, now City of
Sheridan, Sheridan County, Wyoming, together with all improvements
situate thereon.

WITNESS my hand this 26th day of June, 19 52.

Signed, Sealed and Delivered in Presence of

W. A. ReddRuby T. Kusel

THE STATE OF WYOMING,

County of Sheridan } ss.On this 26th day of June, 19 52, before me personally appearedRuby T. Kusel, a widow

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she
executed the same, as her free act and deed, including the release and waiver of the right of homestead, the said wife
having been by me first fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and notarial seal, the day and year in this certificate first above written.

W. A. Redd

Notary Public

My commission expires on the 24th day of March, A. D. 19 54.

RECORDED JUNE 26, 1952, BK 88 PG 139
 NO. 340526, B. B. HUME, COUNTY CLERK
 MONTANA-DAKOTA UTILITIES CO.

Pipe Line and Telephone Line Easement

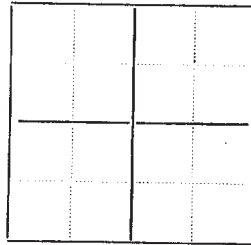
THIS INDENTURE, made this 25th day of June A. D. 1952, between MONTANA-DAKOTA UTILITIES CO., a corporation, 831 Second Avenue South, Minneapolis, Minnesota, hereinafter called the "COMPANY," and Big Horn Land Company, a Corporation,

Sheridan, Wyoming

hereinafter called the "OWNER," WITNESSETH that: IN CONSIDERATION of the payment by the COMPANY of the sum of One (\$1.00) Dollar and other valuable considerations, the OWNER does hereby grant, bargain and convey unto the COMPANY, its successors and assigns, forever, the right, privilege and authority to lay, construct, operate, maintain, repair, and remove, a gas pipe line ~~and telephone line~~ including necessary pipes, ~~poles, wires~~ and fixtures, through, over, under and across the following described real estate, in the County of

Sheridan, State of Wyoming

to-wit: One two inch (2") gas distribution



main, in the Country Club addition to the City of Sheridan, extending along the entire property line which divides lots 16A and 17A in the Country Club Addition. Situated in the SW $\frac{1}{2}$ NE $\frac{1}{4}$ of Sec. 28 T 56N, R 84W.

The OWNER hereby grants to the COMPANY, its successors and assigns, the right at all reasonable times to enter upon said premises for the purpose of laying, constructing, maintaining, operating, repairing or removing said gas pipe line ~~and telephone line~~ and for the purpose of doing all necessary work in connection therewith.

The COMPANY by the acceptance hereof, hereby agrees that it will pay any and all damages that may result to the crops, fences, buildings or improvements on the above described premises, occasioned by constructing, maintaining, repairing, operating or removing of said gas pipe line ~~and said telephone line~~.

IN WITNESS WHEREOF, the OWNER has executed these presents as of the day and year first above written.

WITNESSES:

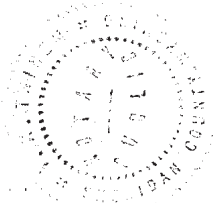
Louise J. Henderson

Big Horn Land Co.

BY: Douglas Hutton
 Secretary

STATE OF Wyoming
 COUNTY OF Sheridan } ss.

On this 25th day of June A. D. 1952, before me, a Notary Public within and for said County and State, personally appeared Douglas Hutton known to me to be the person whose name is subscribed to the within instrument and who acknowledged to me that he executed the same.



H. R. Tamm
 Notary Public, State of Wyoming, County of Sheridan

My commission expires December 26, 1955

Residing at Sheridan, Wyoming

RECORDED JUNE 26, 1952 BK 22 PG 140
NO. 340535 E.B. HUME, COUNTY CLERK

WARRANTY DEED WITH RELEASE OF HOMESTEAD

LULU S. MOSS, a widow

grantor, of Sheridan, Sheridan County, and State
of Wyoming, for and in consideration of One Dollar (\$1.00) and other
good and valuable consideration - - - - -

in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO EDITH M. THURBER
and husband, LEO P. THURBER, creating in the Grantees, estates by the
entireties with full right of survivorship.

grantee S. of Sheridan County and State of Wyoming
the following described real estate, situate in Sheridan County and State
of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State,
to-wit:

Lot numbered Ten (10) in Block numbered Twenty-two
(22) of Coffeen Addition to the Town, now City of
Sheridan, Sheridan County, Wyoming, together with
all improvements thereon and with all appurtenances
thereunto appertaining or belonging.



WITNESS my hand this 25th day of June, 19 52.

Signed, Sealed and Delivered in Presence of

Edith M. Thurber
Leo P. Thurber

Lulu S. Moss

THE STATE OF WYOMING,

County of Sheridan } ss.

On this 25th day of June, 19 52, before me personally appeared

LULU S. MOSS, a widow

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she
executed the same as her free act and deed, including the release and waiver of the right of homestead, ~~the~~
having been by me first fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Notarial seal, the day and year in this certificate first above written.

Edith M. Thurber
Notary Public

My commission expires on the 23rd day of January, A. D. 19 54.



B. B. HUME,
COUNTY CLERK
CAN 79046 - 4M - 9-51

WARRANTY DEED WITH RELEASE OF HOMESTEAD

Harriet E. Roberts, a widow,
XXXXX
grantor - , of Route 1, Sheridan, Sheridan County, and State
of Wyoming , for and in consideration of One Dollar and other consideration
XXXXX DOLLARS
in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO Gail L. Taylor and
Thomas C. Taylor, husband & wife,

grantee s. of Route 1, Sheridan, Sheridan County and State of Wyoming

the following described real estate, situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit: The West Half ($W\frac{1}{2}$), and the East Half of the Southeast quarter ($E\frac{1}{2}SE\frac{1}{4}$) of Section Fifteen (15), the East Half ($E\frac{1}{2}$), and the South Half of the Southwest quarter ($S\frac{1}{2}SW\frac{1}{4}$) of Section Sixteen (16), the Northeast quarter ($NE\frac{1}{4}$), the North Half of the Northwest quarter ($N\frac{1}{2}NW\frac{1}{4}$), and the Southeast quarter of the Northwest quarter ($SE\frac{1}{4}NW\frac{1}{4}$) of Section Twenty-one (21), the Southeast quarter of the Southeast quarter ($SE\frac{1}{4}SE\frac{1}{4}$) of Section Seventeen (17), Township 55 North, Range 83 West of the sixth principal meridian; also all that portion of the Southwest quarter of the Southeast quarter ($SW\frac{1}{4}SE\frac{1}{4}$) of said Section 17 lying East of the center line of the County Road (now Highway 14) and more particularly described as follows: Commencing at the Southeast corner of said $SE\frac{1}{4}SE\frac{1}{4}$ of said section 17, thence West 285 feet more or less to the center of said Road, thence North $52^{\circ}30'$ West 240 feet in the center of said Road, thence North $27^{\circ}00'$ West 390 feet in the center of said Road, thence North $35^{\circ}30'$ West 988 feet more or less in the center of said Road to the intersection with the North line of said Tract, thence East 1235 feet more or less along the North line of said Tract to the Northeast corner thereof, thence South along the East line of said Tract 1320 feet to the point of beginning, Township and Range aforesaid;

also a part of the Southeast quarter of the Northeast quarter ($SE\frac{1}{4}NE\frac{1}{4}$) of Section 20, Township and Range aforesaid, described as follows: Commencing at a point 541 feet South of the Northeast corner of said $SE\frac{1}{4}NE\frac{1}{4}$ of said section 20, thence North 541 feet, thence West 1081 feet, thence South angle 33° left 352 feet to a point, thence Northeasterly angle $66^{\circ}30'$ left 400 feet to a point, thence Southeasterly angle 45° right 578 feet more or less to the place of beginning; and all of the Northeast quarter of the Northeast quarter ($NE\frac{1}{4}NE\frac{1}{4}$) of said Section 20, Township and Range aforesaid, except the following: commencing at a point 239 feet East of the Southwest corner of said $NE\frac{1}{4}NE\frac{1}{4}$ of said section 20, thence West 239 feet, thence North 343 feet to a point, thence Southeasterly 420 feet more or less to the point of beginning (1.04 acres more or less); and also all of the Southwest quarter of the Northwest quarter ($SW\frac{1}{4}NW\frac{1}{4}$) of said Section 21, Township and Range aforesaid, excepting the following described tract: commencing at a point 370 feet East of the Southwest corner of said $SW\frac{1}{4}NW\frac{1}{4}$ of said section 21, thence West 370 feet, thence North 77° feet, thence Southeasterly angle 57° left 187 feet, thence Southeasterly angle 42° left 707 feet more or less to the place of beginning;

Together with all improvements on said lands, and all ditch rights and all water rights appurtenant and adjudicated thereto, including one and one-fourth shares ($1\frac{1}{4}$) of the Prairie Dog Water Supply Company stock, and one share of the Kearney Lake Reservoir Company stock, subject however to the Highways, roads and irrigation ditches now upon, and the easements of record over, said lands.

WITNESS my hand this 27th day of June, 1952.

Signed, Sealed and Delivered in Presence of

D. G. Turley

Harriet E. Roberts

THE STATE OF WYOMING,

County of Sheridan

ss.

On this 27th day of June, 19 52, before me personally appeared

Harriet L. Roberts

to me known to be the person - described in and who executed the foregoing instrument, and acknowledged that she
executed the same as her free act and deed, including the release and waiver of the right of homestead, ~~for said~~
~~to be executed for the purpose of her right and the of her right and the of her right and the of her right and the of her right~~

Given under my hand and notarial seal, the day and year in this certificate first above written.

[Signature]
Notary Public

My commission expires on the

My Commission expires July 14, 1955

, A. D. 19

RECORDED JUNE 27, 1952, BK 88 PG 143
 NO. 340609. B. B. HUME, COUNTY CLERK
WARRANTY DEED WITH RELEASE OF HOMESTEAD
 Henry Lackman and Lydia Lackman, husband and wife

grantor H, of Sheridan, Sheridan County, and State
 of Wyoming, for and in consideration of One Dollar and other good and
valuable considerations DOLLARS
 in hand paid, receipt whereof is hereby acknowledged, CONVEY AND WARRANT TO
Lucy E. Robert, a married person

grantee L, of Sheridan County and State of Wyoming
 the following described real estate, situate in Sheridan, Sheridan County and State
 of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State,
 to-wit:

Lot 8, Block 14, Sheridan Land Company's Addition to the
 Town, now City, of Sheridan, Sheridan, County, Wyoming, to-
 gether with any and all improvements situate thereon or
 thereunto belonging.



WITNESS our hand H this 27th day of May, 19 52
 Signed, Sealed and Delivered in Presence of Henry Lackman
Lydia Lackman

THE STATE OF WYOMING,

County of Sheridan ss.

On this 27th day of May, 19 52, before me personally appeared
Henry Lackman and Lydia Lackman, husband and wife

to me known to be the person H described in and who executed the foregoing instrument, and acknowledged that they
 executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife
 having been by me first fully apprised of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and notarial seal, the day and year in this certificate first above written.

[Signature]
 NOTARY PUBLIC

My commission expires on the 14th day of July, A. D. 19 55.

RELEASE OF OPTION AGREEMENT

WHEREAS, Gertrude M. Krampert, hereinafter called
"Optionor", heretofore executed to Cities Service Oil Company, a Delaware
corporation, hereinafter called "Optionee", an option dated the 9th
day of May, 1950, and recorded in Book 79 at
Page 429-431 of the records of Sheridan County, State
of Wyoming, on an oil and gas lease, Serial No. Buffalo-039115,
dated the 1st day of September, 1946, between the
United States of America, and Gertrude M. Krampert, on land
situated in said County and State described as follows, to wit:
SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 5, Twp 54 N, Rge 77 West, 6th P.M. containing
40 acres, more or less.

which option "Optionee" desires to surrender and terminate.

NOW, THEREFORE, for and in consideration of the premises,
"Optionee" hereby surrenders and releases all its rights under said
option.

SIGNED This 31st day of March, 1952.

CITIES SERVICE OIL COMPANY

By H Ben Cox
Attorney-in-Fact
H. Ben Cox

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
) SS
WASHINGTON COUNTY)

Before me, a Notary Public in and for said County and State, on this
31st day of March, 1952 personally appeared H. Ben Cox, to
me personally known to be the identical person who subscribed the name of
the maker thereof to the foregoing instrument, as its Attorney-in-Fact and
duly acknowledged to me that he executed the same as his free and voluntary
act and deed, and as the free and voluntary act and deed of such corporation,
for the uses and purposes therein set forth.

T. B. Roach
Notary Public

My commission expires 12-12-53

ADMINISTRATOR'S DEED

THIS INDENTURE made this 21st day of May, A. D. 1947, in the City of Sheridan, Sheridan County, Wyoming, by and between JOHN A. BUCKINGHAM, the duly appointed, qualified and acting Administrator of the estate of George P. Buckingham, deceased, Party of the First Part, and RUEL STRATSMA and wife, ORMA R. STRATSMA, creating in the grantees estates by entireties with full right of survivorship, of Sheridan County, Wyoming, Parties of the Second Part, WITNESSETH THAT:

WHEREAS, on the 25th day of April, A. D. 1947, the District Court of the Fourth Judicial District within and for the County of Sheridan, State of Wyoming, did make an Order of Sale of Real Estate in the matter of the estate of George P. Buckingham, deceased, authorizing the said John A. Buckingham, as Administrator of the estate of said deceased, to sell the real estate of said estate hereinafter described, situate in Sheridan County, State of Wyoming, said real estate being particularly and specifically described in said Order of Sale, which Order of Sale is now on file and of record in said District Court and is hereby referred to and made a part of this indenture, and,

WHEREAS, under and by virtue of said Order of Sale said Party of the First Part sold at private sale, to the above named Ruel Stratsma and Orma R. Stratsma, husband and wife, Parties of the Second Part, the real estate specified in said Order of Sale, and,

WHEREAS, due and legal Return of Sale of said real estate was made to said Court by said Administrator on the 28th day of April, A. D. 1947, and said Court did upon said last mentioned date and after the filing of said Return of Sale, make an Order fixing a time certain, to-wit: the

29th day of April, A. D. 1947, at 10:00 o'clock in the forenoon, for the hearing of said Return of Sale and for considering any objections to be made thereto and thereafter and upon the 29th day of April, A. D. 1947, said Court did make an Order approving and confirming said sale and directing the conveyance of said real estate by said Administrator to said purchaser which said Order confirming said sale is now on file and recorded in the Office of the Clerk of said District Court, and which Order is hereby referred to and made a part of this deed;

NOW, THEREFORE, the said John A. Buckingham, as Administrator of the estate of George P. Buckingham, deceased, Party of the First Part, pursuant to the aforesaid Order of Sale of said District Court last mentioned, for and in consideration of the sum of \$87.50, in hand paid by said Parties of the Second Part to said Party of the First Part, receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and does by these presents grant, bargain, sell and convey unto said Parties of the Second Part, Ruel Stratsma and Orma R. Stratsma, their heirs, executors, administrators and assigns, all of the right, title and interest and estate of the said George P. Buckingham, in and unto the following described real estate, situate in the County of Sheridan, State of Wyoming, to-wit:

An undivided one-half interest in and unto an unimproved building lot located at Story, in Sheridan County, Wyoming, title to which was recently taken in the name of the said George P. Buckingham and John A. Buckingham, which property is more particularly described as follows, to-wit:

A tract of land in Section 7, in Township Fifty-three, North of Range 83 West of the Sixth Principal Meridian, Beginning at a point marked by an iron stake, which is located on the West line of the County Road and 525 feet North of the South line of said Section 7, being the place of beginning, thence West along a line parallel with the South line of said Section 7, 150 feet to a point, thence North 125 feet to a point,

thence East on a line parallel with the South line of said Section 7 to a point on the West line of said County Road, thence in a southerly direction along the West line of said County Road to point of beginning. The consideration of this deed being less than \$100.00 no revenue stamps are affixed.

TO HAVE AND TO HOLD all and singular the above mentioned and described premises, together with all appurtenances thereunto belonging, unto the said Parties of the Second Part, their heirs, executors, administrators or assigns.

This Deed is given to correct the mis-description contained in the Administrator's Deed given by this Grantor to Ruel Stratsma and wife, Orma R. Stratsma, under date of April 30, 1947. Said error in description being that the point of beginning was given as 520 feet North, instead of 525 feet North of the South line of said Section 7.

IN WITNESS WHEREOF, the Party of the First Part, John A. Buckingham, Administrator of the Estate of George P. Buckingham, deceased, has hereunto set his hand and seal the day and year first above written.


Administrator

STATE OF WYOMING)
COUNTY OF SHERIDAN) SS

On this 21st day of May, A. D. 1947, before me, the undersigned Notary Public in and for said County and State, appeared John A. Buckingham, Administrator of the Estate of George P. Buckingham, deceased, personally known to me to be the same and identical person named in and who signed the above and foregoing Administrator's Deed and acknowledged that he signed, sealed and delivered said instrument as Administrator of the Estate of said deceased, and as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of May, A. D. 1947.


Notary Public

My commission expires March 24, 1950.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
WITHIN AND FOR THE COUNTY OF SHERIDAN, STATE OF WYOMING

In the Matter of the Estate }
 }
 }
of }
GEORGE H. MOORE, DECEASED. }

ORDER OF FINAL SETTLEMENT AND
DISTRIBUTION

The above entitled matter came on for hearing this 27th
day of June, 1952, upon the first and final report and petition
for distribution filed in this court by A. W. Lonabaugh, the
Administrator of the estate of said George H. Moore, deceased, and
the court having examined said report and petition for distribution,
and heard the evidence in support thereof, and being fully advised
in the premises, finds:

1. That the said George H. Moore died intestate on or
about the 17th day of October, 1951, being at the time of his death
a resident of the County of Sheridan, State of Wyoming, and leaving
an estate in Sheridan County, Wyoming.

2. That the said A. W. Lonabaugh thereupon filed in said
court his petition for Letters of Administration and thereafter on
or about the 25th day of October, 1951, A. W. Lonabaugh was duly
appointed Administrator of the estate of said deceased, duly qualified
and entered upon the duties of his office and has not since been
discharged.

3. That thereafter the Administrator duly caused to be
published a Notice to Creditors of said deceased, which said notice
was published in the Sheridan Press, a newspaper of general circula-
tion, printed and published in Sheridan County, Wyoming, the first
publication having been on October 29, 1951, and thereafter on
November 5, and November 12, 1951; due proof of publication of
said notice by affidavit of Hilde Kramer, Clerk of said newspaper,
has been filed in this Court.

4. That the Administrator caused to be issued and returned an inventory and appraisement of the property belonging to said estate consisting of real and personal property, which inventory and appraisement is in words and figures as follow, to-wit:

Lot 9 and 10 of Block 13, Palmer's Addition to the Town, now the City of Sheridan, Sheridan County, Wyoming, together with all improvements situate Thereon.	\$4400.00
Carpenter tools	30.00
Electric saw	20.00
1931 Dodge Coupe (3-4661 License)	50.00
Accounts receivable	75.00
Bank Account, First National Bank of Sheridan	75.30

5. That all taxes lawfully assessed against the Estate of said deceased have been paid, and the Administrator has filed in said estate notice of the Inheritance Tax Commissioner showing no tax due, and receipt is hereby waived.

6. That part of the personal property in said estate has been sold, as shown by the final report and petition for distribution.

7. That the Administrator should be allowed the sum of \$75.00 for fees as such officer, and a like amount should be allowed to E. R. Ferguson, his attorney, for his services as counsel in connection with said estate.

8. That said deceased died intestate, and at the time of his death the following named persons and none others are the only persons who are entitled to inherit his said estate:
Helen P. Williams, daughter, aged 23, residing at Sheridan, Wyoming
Edna Mae Calkins, daughter, aged 25, residing at Sheridan, Wyoming.

9. That due notice of final settlement of said estate was published by said Administrator for four consecutive weeks in the Sheridan Press, a newspaper of general circulation, printed and published in Sheridan County, Wyoming, the first publication having been on May 8, 1952 and thereafter on May 15, 22, and May 29, 1952; due proof of publication of said notice by affidavit of Milda Kramer, Clerk of said newspaper, has been filed in this court.

10. That in and by said Notice or Final Settlement, all persons interest in said estate were notified to file objections to said final settlement on or before the 10th day of June, 1932, and no such objections having been filed, and the Administrator having paid or being ready to pay all expenses of administration, the court finds that more than six months have elapsed since the publication of the Notice to Creditors, and said estate is in a condition to be closed.

IT IS THEREFORE CONSIDERED, ORDERED, ADJUDGED AND DECREED by the court that the final report and petition for distribution of said Administrator be, and it is hereby approved and confirmed; that the title to any personal property remaining in the hands of the administrator after the payment of all expenses of administration be and the same is hereby set over and transferred to the above named heirs, Helen P. Williams and Edna Mae Calkins, share and share alike; and the real property hereinabove described is decreed to have descended and vested at the date of the death of said deceased to the aforesaid heirs, Helen P. Williams and Edna Mae Calkins, and the title to said premises is hereby vested and decreed in fee simple in the above named heirs, share and share alike, subject to any liens of record; that the sum of \$75.00 be, and it hereby is, allowed to A. W. Lonabaugh as Administrator of said estate, and a like amount is allowed to E. R. Ferguson for his services as attorney in connection with said estate and the said Administrator is hereby ordered to file in this Court receipts showing the payment of advertising, court costs, and attorney fees, and upon filing of said receipts, further order will be made by the court discharging said Administrator and finally closing said estate.

(s/ G. A. LAYMAN)
Judge

THE STATE OF WYOMING

County of Shoshone } ss.I, John W. Senger Clerk of the Fourth Judicial District

Court within and for the County aforesaid, do hereby certify the foregoing to be a true and complete copy of
Order of final settlement and distribution in the matter of the estate of
George M. Moore, deceased, as the same appears on file and of record in
this office

IN TESTIMONY WHEREOF, I have hereunto subscribed my hand and affixed the official seal of said
 Court at my office in Shoshone, Wyoming, this 28 day of June
 A. D. 19 55

John W. Senger
 Clerk of the District Court.

By _____ Deputy.

WARRANTY DEED

This deed, made this 13th day of June A.D., 1951 between
Herbert J. Klindt and Clara G. Klindt, his wife, A. J. Sheets and
Margaret E. Sheets, his wife, and C. S. Eder and Marie E. Eder, his
wife, parties of the first part and Henry S. Ruegamer and Catherine
B. Ruegamer of Hardin, Montana, parties of the second part.

WITNESSETH, That the said parties of the first part, for
and in consideration of the sum of one dollar and other good and
valuable considerations, to them in hand paid, by the said parties
of the second part; the receipt whereof is hereby confessed and ac-
knowledgeed have granted, bargained, sold and conveyed, and by these
presents do hereby grant, bargain, sell and convey unto the said
parties of the second part and unto their heirs and assigns, forever,
all that piece or parcel of land situate, lying and being in the
County of Sheridan, and State of Wyoming, hereby relinquishing and
waiving all rights under and by virtue of the homestead exemption
laws of said state and more particularly known and described as
follows, to-wit:-

Lots Seven (7) and Eight (8) of Canyon Subdivision
in Section Twenty (20) Township Fifty-eight (58),
North (N), Range Eighty-nine (89) West (W) of the
6th P. M., according to the recorded plot thereof
now of record and on file in the office of the
county clerk and Ex-Officio Register of Deeds of
Sheridan County, Wyoming.

This conveyance is made subject to the following terms:-
The purchaser of each lot in the said Canyon Subdivision shall become
a member of the Canyon Subdivision Association, which said asso-
ciation shall have control of and manage the affairs of the Canyon
Subdivision and make suitable provisions for improving the same and
the roads and bridges leading thereto. The Canyon Subdivision
Association shall have the right, from time to time as may be neces-
sary and in such amounts as shall be by them deemed proper, to

1 further the business of the said association, to levy assessments
2 against the "sold lots" of the said Subdivision, and such Association
3 shall have a first lien upon the hereinabove described land for the
4 amount of said assessment. Said assessment shall be due and payable
5 thirty days after levy of such assessment. In case of default in
6 such payment for fifteen days after the same shall become due, the
7 said lien may be enforced as other liens on real estate, and in case
8 an action is instituted to collect the said assessment or enforce
9 the said lien, the purchasers agree to pay such additional amount as
10 attorney fees as the court may adjudge reasonable. In the said Can-
11 yon Subdivision Association the holder of each "sold lot" shall be
12 entitled to one vote for each "sold lot" which he owns; in the man-
13 agement of the affairs of the said association a majority vote shall
14 be necessary to transact any business or levy any assessments. A
15 "sold lot" as described herein means a lot conveyed by these grantors,
16 or their successors in interest in the whole.

17 TO HAVE AND TO HOLD the said above described premises unto
18 the said parties of the second part, their heirs and assigns, FOREVER.
19 Together with the privileges, hereditaments and appurtenances there-
20 unto in any wise appertaining or belonging.

21 And the said parties of the first part, for their heirs,
22 executors and administrators, do covenant and agree, to and with said
23 parties of the second part, their heirs, executors, administrators,
24 and assigns, that at the ensealing and delivering of these presents
25 they are well seized in the said premises, in and of a good and inde-
26 feasible estate in fee simple. And that they are free from all en-
27 cumbrances whatsoever.

28 AND that they have good and lawful right to sell and convey
29 the same, and that the said parties of the first part will, and their
30

1 heirs, executors and administrators shall, WARRANT AND DEFEND the
2 same against all lawful claims and demands whatsoever.

3 And that said parties of the first part, for their heirs,
4 executors and administrators, do covenant and agree to and with the
5 said parties of the second part, their heirs and assigns, that the
6 said parties of the second part, their heirs and assigns, shall and
7 may lawfully, at all times hereafter, peaceably and quietly have,
8 occupy, possess and enjoy the said premises hereby granted or intended
9 to be, with the appurtenances, without the lawful hindrance or moles-
10 tation of the parties of the first part their heirs or assigns, or
11 of any other person or persons whatsoever, by or with his or their
12 consent, privity of procurement.

13 And the Clara G. Klindt, wife of the said Herbert J. Klindt,
14 Margaret E. Sheets, wife of the said A. J. Sheets, and Marie E. Eder,
15 wife of the said C. S. Eder, upon the consideration aforesaid, do
16 hereby release and forever quit-claim unto the said parties of the
17 second part, their heirs and assigns, all their rights of power and
18 homestead in and to the above granted premises.

19 IN WITNESS WHEREOF, The said parties of the first part have
20 hereunto set their hands and seals the day and year first above written.

21 Witnesses

Herbert J. Klindt (SEAL)

Clara G. Klindt (SEAL)

A. J. Sheets (SEAL)

Margaret E. Sheets (SEAL)

C. S. Eder (SEAL)

Marie E. Eder (SEAL)

PARTIES OF THE FIRST PART.

Henry L. Ferguson

PURCHASERS.

1 State of Montana)
2 County of Big Horn)

3 On this 13th day of June, 1951, before me, personally
4 appeared A. J. Sheets and Margaret E. Sheets, his wife, and C. S.
5 Eder and Marie E. Eder, his wife known to me to be four of the
6 persons described in and who executed the foregoing instrument,
7 and acknowledged that they executed the same as their free act and
8 deed, including the release and waiver of the rights of homestead,
9 the said wives having been by me fully apprised of their rights and
10 the effect of signing and acknowledging the said instrument.

11 Given under my hand and seal, this 13th day of June A. D.
12 1951.

13
14 (SEAL)

W. J. O'Brien
Notary Public for the State of Montana
Residing at ~~Heppin~~ Billings, Montana
My Commission expires July 31, 1952

15
16
17
18
19 State of Montana)
20 County of Yellowstone) ss.

21 On this 13th day of June, 1951, before me, personally
22 appeared Herbert J. Klindt and Clara G. Klindt, his wife, known
23 to me to be two of the persons described in and who executed the
24 foregoing instrument, and acknowledged that they executed the same
25 as their free act and deed, including the release and waiver of the
26 rights of homestead, the said wife having been by me fully apprised
27 of her rights and the effect of signing and acknowledging the said
28 instrument.

29 (SEAL)
30

B. B. Burs
Notary Public for the State of Montana
Residing at Billings, Montana
My commission expires July 23rd, 1953.

RECORDED JUNE 30, 1952, BK 88 PG 156
NO. 340652, B. B. HUME, COUNTY CLERK
LEASE

POSSL 1702-Clearmont
HEREAFTER TO BE KNOWN
AND REFERRED TO AS
LEASE NO. A-449

This Lease, made this 11th day of April, 1952, by and between
Benjamin C. Schroeder, whose address is Clearmont, Wyoming

Clearmont, Wyoming, Lessor, and STANDARD OIL COMPANY, an Indiana Corporation,
with its principal office at 910 South Michigan Avenue, Chicago, Illinois, Lessee:

WITNESSETH:

1. The Lessor hereby demises and leases to the Lessee, the following described premises situated in the City or Town of
Clearmont County of Sheridan State of Wyoming
more particularly described as follows, to-wit:
The Lots ten (10), Eleven (11) and Twelve (12) of Clearmont Sub-Division
of Lots Twenty eight (28) and twenty nine (29) of the First Addition
to the Town of Clearmont.

If the premises are improved, this lease includes the buildings, fixtures, equipment, machinery and appliances owned or controlled by the Lessor and located on said premises.

TO HAVE AND TO HOLD unto the Lessee for a term commencing on the first (1) day
of April, 1952, and ending on the 31st day of March, 1953

2. Lessee agrees to pay to the Lessor as rental for the above described premises, buildings, fixtures, equipment, machinery and
appliances (if any be included), a sum equal to One cent (1.0 c) per gallon on all gasoline (not
including naphthas, stove and lighting gasolines and like products not customarily used in motor vehicles) delivered to such service station
for sale. Such rental shall be due and payable on or before the fifteenth day of the succeeding calendar month.

All rental payments may be made by check payable and delivered to Benjamin C. Schroeder
personally, or by mail, at Clearmont, Wyoming. Unless otherwise designated herein, all rental
payments may be made by check delivered to Lessor or mailed to Lessor at his address herein shown.

3. In consideration of the foregoing, the Lessor hereby sets over and assigns unto the Lessee, with right of Lessee to reassign to
others, all of Lessor's licenses, consents and permits to maintain and operate a gasoline service station on the above described premises;
such assignment to be effective only during the term of this lease, and all renewals and extensions thereof.

4. Lessee and any assignee or sub-lessee is expressly given the right at any time during the term of this lease or any extension
thereof, and for a period of thirty (30) days after the termination of this lease, or any extension thereof, by lapse of time or otherwise,
to enter upon and remove from said premises any improvements or equipment heretofore or hereafter purchased or placed by it or them
upon the leased premises, but shall not be obliged to do so.

5. Lessor will keep the building, driveways, the water pipes, drains and sewers appurtenant thereto and all of Lessor's equipment
on the demised premises in good and sufficient condition and repair during the whole of the term hereof. The Lessee shall have the right
to paint the entire building but shall not be obliged to do so.

6. The Lessee shall have the option of extending this lease as hereinafter provided, upon the same terms and conditions which
were in effect during the original term. The period or periods of such extensions shall be in accordance with either one of the following
two clauses, the inapplicable clause having been stricken before the execution of this lease:

~~IX. A period of XXXXXX years from the expiration of the original term hereof.~~

II. A total of not more than TWO (2) successive periods of one year each.

The rental to be paid by the Lessee during said extension period or periods shall be a sum equal to One cent
(1.0 c) per gallon on all gasoline (as defined in paragraph 2) delivered to such service station for sale.

The Lessee shall give to the Lessor written notice of its intention to exercise its extension privilege at least thirty (30) days prior
to the expiration of the original term hereof, and if said extension privilege is for successive periods of one year each as provided in
Clause II of this Paragraph 6, the Lessee shall give to the Lessor a like written notice at least thirty (30) days prior to the expiration of
the then current yearly period, of its intention to extend this lease for and during the next succeeding yearly period. Time and manner
of making rental payments during any such extension shall be the same as provided for during the original term hereof.

7. If the Lessor or the Lessor's successors or assigns at any time during the term of this lease or any renewal or extension
thereof receives a bona fide offer to purchase said premises, buildings, fixtures, equipment, machinery and appliances included in this lease,
and desires to sell said premises, buildings, fixtures, equipment, machinery and appliances under the terms of said offer, Lessor agrees to
give Lessee thirty (30) days' notice in writing of such bona fide offer setting forth the name and address of the proposed purchaser who
has made the offer, the amount of the proposed purchase price and the terms of payment thereof. The Lessee shall have the first option
to purchase the demised premises within the above-mentioned thirty-day period at the same price and on the same terms of any such
proposal. In the event that the Lessee does not exercise its option to purchase the demised premises within the aforesaid period, this lease
and all of its terms and conditions shall nevertheless remain in full force and effect and the Lessor or any purchaser or purchasers of the
demised premises shall be bound thereby and in the event that said premises are for any reason not sold pursuant to the bona fide offer
set forth in the notice, the Lessee shall have, upon the same conditions of notice, the continuing first option to purchase the said premises
upon the terms of any subsequent bona fide offer or offers to purchase.

8. It is mutually agreed that if the leased premises are damaged by fire, storm, or from any other cause, such damage shall be
repaired by the Lessor forthwith after the same occurs, and if the extent of any such damage is such as to render said premises untenant-
able, the obligation of the Lessee to pay rental shall cease until the Lessor shall have replaced said premises in a tenantable condition.

9. It is further mutually agreed that the Lessor shall pay all taxes and assessments that may be levied against the above described
premises and the building and equipment belonging to the Lessor thereon, and the Lessee shall pay all taxes that may be levied or assessed
against the equipment owned by the Lessee thereon.

10. If, in the sole judgment of the Lessee, it appears likely that Lessee or any of its assignees or sub-lessees may be obliged to pay
any license, privilege or excise tax because of its or their interest in or use of the premises hereby leased, Lessee may terminate this lease
or any renewal or extension thereof by giving Lessor thirty days' written notice of its intention so to do.

11. Lessor agrees that Lessee may assign this lease or sublet the premises and equipment herein described without consent of Lessor, and that Lessee, or its assignee or sublessee, shall have the privilege of using said premises for the purpose of operating thereon a gasoline service station, and for the sale of tires, tubes, batteries and automobile accessories, and any other incidental commercial activity. and that said Lessee, its assignee or sublessee, shall likewise have the privilege of erecting on said premises such buildings, driveways, and other improvements as may be necessary or desirable for the aforesaid purposes, and in case Lessee, its assignee or sublessee, shall be unable to obtain from municipal or other public authorities, any permit or license necessary for the operation of a gasoline service station upon said premises, or in case any such permit or license, if obtained, be afterward revoked without fault of the one so obtaining it, or if the use of said premises for any of the purposes stated above be restrained or enjoined by judicial process, then and in such event or any thereof Lessee shall have the right to cancel this lease by giving Lessor at least ten (10) days' notice of its intention so to do.

12. Lessor agrees that it is the essence of this lease that Lessee shall have the privilege of using said premises for the purpose of operating thereon a gasoline service station, and for the sale of tires, tubes, batteries and automobile accessories and any other incidental commercial activity, and the construction of such buildings, driveways, and other improvements as may be necessary or desirable for the aforesaid purposes, and if such use shall be forbidden, interfered with, limited, or prevented by legislation or regulation of Federal, State, or local government, or any agency thereof, by requests of any governmental authority, by war conditions, or by any contingency beyond the control of Lessee, its assignee or sublessee, or if by reason of any similar restriction, limitation, interference or prohibition, the Lessee, or its assignee or sublessee, shall be unable to obtain adequate supplies of petroleum products essential to the profitable use of said premises for any of the purposes stated, or if because of any request or order of any governmental authority, the sale of gasoline at said premises is substantially curtailed, then and in such event or any thereof Lessee shall have the right to cancel this lease by giving Lessor at least ten (10) days' notice of its intention so to do.

13. In the event the Lessee shall hold over beyond the expiration of the term herein provided or any renewal or extension thereof, it is expressly understood and agreed that any such hold-over tenancy shall be a month to month tenancy only, and either the Lessor or the Lessee may terminate such tenancy at any time by giving the other party thirty (30) days written notice of its intention to do so.

14. It is further understood and agreed that all notices given under this lease shall be deemed to be properly served if delivered in writing personally, or sent by registered mail to the Lessor at the address herein shown, or to the Lessee at its main office in Chicago, Illinois. Date of service of a notice served by mail shall be the date on which such notice is deposited in a post office of the United States Post Office Department.

In Witness Whereof, the said Lessor, ha. hereunto set hand and seal, and the said Lessee has caused this instrument to be executed the day and year first above written.

Benjamin C. Schroeder (SEAL)
Lessor

Gladys L. Schroeder (SEAL)
Wife of Lessor

In Presence of:

Henry M. Duggs

STANDARD OIL COMPANY

By

W. H. H. H.

Manager

ACKNOWLEDGMENT FOR LESSOR (INDIVIDUAL)

STATE OF *Wyoming* }
COUNTY OF *Sheridan* } ss.

Personally appeared before the undersigned, a Notary Public in and for said county and state, *Benjamin C. Schroeder*

and *Gladys L. Schroeder*, his wife, personally known to me to be the parties who executed the foregoing instrument, and acknowledged that they executed the same as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this *22* day of *May*, A. D. 195*2*

My commission expires *9-28-55*

My commission expires

Joe Hamilton
Notary Public

CONSENT OF OWNER

(to be completed when lessor is not the owner of property.)

The undersigned, owner in fee simple of the premises described in the within lease, hereby consents thereto and agrees with said Standard Oil Company that it may at its option enter the hereinabove described premises and remove therefrom any and all improvements, pumps, tanks and equipment located on said premises, heretofore or hereafter purchased by said Standard Oil Company or placed thereon by it, at any time during the term of the within lease or any extension thereof, and for a period of thirty (30) days after the expiration or prior termination of the above lease for any reason whatsoever. The undersigned further agrees that if the lessor shall default in the payment of the rent reserved in his lease with the undersigned, the undersigned will forthwith give to the said Standard Oil Company written notice of such default, and the said Standard Oil Company may, at its option, pay said rent and will thereupon succeed to the rights of the lessor in the demised premises to the same extent as if the lessor had assigned his lease to the Standard Oil Company.

(SEAL)

(SEAL)

Approved as to Form:

RCC

158
54 Sheridan - Wyoming

RECORDED JUNE 30, 1952, BK 88 PG 158
NO. 340653, B. B. HUME, COUNTY CLERK

Form 88 Special-Wyoming
8-44-V

OIL AND GAS LEASE

KINTZEL BLUE PRINT CO
CALDER, WYOMING

THIS AGREEMENT, entered into this the 29th day of May, 19 52,
between Vera E. Hutton and Douglas Hutton, her husband
303 South Brooks Street, Sheridan, Wyoming, hereinafter called lessor
(whether one or more), and Sinclair Oil & Gas Company
hereinafter called lessee, does witness:

1. That the lessor, for and in consideration of Ten and more DOLLARS (\$ 10.00)
cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained to be performed by the lessee,
has granted, demised, leased and let and hereby does grant, demise, lease and let unto said lessee, for the purpose of mining, exploring by geophysical and
other methods, and operating and producing therefrom oil, gas, casinghead gas and casinghead gasoline, and the right of injecting water, brine and other
fluids into the subsurface strata, laying pipe lines, building telegraph and telephone lines, tanks, towers, stations, gasoline plants, ponds, roadways and
structures (including those for housing and boarding employees thereon), and including any and all equipment, appliances and machinery that may be use-
ful, necessary or convenient to produce, save, take care of, store and manufacture oil, gas or casinghead gasoline, or to carry out the other purposes herein-
before set out for the economical operation alone or conjointly with other land, the following described tract of land in Sheridan County,
State of Wyoming, to-wit: An undivided one-half interest in and unto

Township 54 North, Range 83 West, 6th P.M.

Section 20: S/2 NE/4, SE/4, also a tract of land containing 17.50 acres, more or
less, in SE/4 NW/4 and NE/4 SW/4 described as follows: Beginning at
the NE corner of said SE/4 NW/4, thence West on the North line thereof
990 feet to a point, thence South 32 degrees East a distance of 1827-
feet to a point on the East line of the NE/4 SW/4, thence North 1543 feet
to the point of beginning
in Section 20, Township 54 North, Range 83 West, and containing 257.50 acres, more or less.

2. It is agreed that this lease shall remain in force for a term of ten and more years from this date and as long thereafter as oil, gas, casinghead gas, casing-
head gasoline or any of them is produced from said leased premises, or operations for drilling are continued, as hereinafter provided, or operations are
continued for the injection of water, brine and other fluids into subsurface strata: PROVIDED, however, that if no operations are carried on under this lease shall con-
tinue in full force and effect only as to the well or wells so used and ten (10) acres immediately surrounding each of said wells.

3. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-
eighth (1/8th) part of all oil produced and saved from the leased premises, or at lessee's option, may pay to the lessor for such one-eighth (1/8th) royalty the
market price for said grade and gravity prevailing on the day such oil is run into pipe line or into storage tanks.

4. The lessee shall pay the lessor—

(a) If sold by lessee, one-eighth (1/8th) of the proceeds received by the lessee from the sale of gas, including casinghead gas produced from any well; or
(b) If utilized by lessee, one-eighth (1/8th) of the value at the mouth of the well, computed at the prevailing market price, of the gas, including cas-
inghead gas produced from any well and used by lessee off the leased premises for any purpose, or used on the leased premises by the lessee for purposes
other than the development and operation thereof.

Such payments shall be received and accepted by lessor as full compensation for such gas, casinghead gas, gasoline or any by-products extracted or
manufactured therefrom, as well as residue gas remaining after the extraction or manufacture of gasoline from such gas. The lessor to have gas free of
cost from any gas well on the leased premises where dry gas only is found for all stoves and inside lights in the principal dwelling house on said premises by
making his own connection to said well; such connection, the necessary fittings and pipe shall be furnished and maintained by lessor free from leaks and
all without cost, expense or risk to lessee. The use of said gas by lessor as a depository of any and all sums payable under this lease shall be at his sole risk.

5. In the event that no earned royalty on oil, gas or casinghead gas is accruing to the lessor under the terms hereof, the lessee shall pay the lessor at
the rate of Fifty Dollars (\$50.00) per year, payable annually, on each well where gas only is found, and while said gas is not used or sold and during the
time said sum is so paid said well shall be held to be a producing well under paragraph two (2) hereof.

6. If operations for the drilling of a well for oil or gas are not commenced on the leased premises on or before the 21 day of May, 19 53,
this lease shall terminate as to both parties, unless the lessee shall on or before that date pay or tender to the lessor, or deposit for the lessor's credit in the

The First National Bank, at Sheridan, Wyoming

any bank with which it may be merged or consolidated or which succeeds to its business or assets, or any part thereof, by purchase or otherwise, or
National Bank of Tulsa, Tulsa, Oklahoma, its successor or successors, is taken over by the State or Federal banking
authorities or for any reason ceases to do business; which banks are the lessor's agent and shall continue as a depository of any and all sums payable under
this lease, regardless of changes in the ownership of said land or in the oil or gas or in the rentals to accrue hereunder, the sum of Two Hundred

Fifty-Seven and 50/100 DOLLARS (\$ 257.50), which shall operate as a rental and cover the privilege of deferring
the commencement of drilling operations for the period of one (1) year from said date. In like manner and upon like payments or tenders the commence-
ment of drilling operations may be further deferred for like periods successively. All payments or tenders hereunder may be made by check, draft or
audited voucher of the lessee, his (its) heirs, executors, administrators, successors or assigns, mailed, delivered or deposited as aforesaid on or before the
date when said first rental is payable as aforesaid but also the lessee's option of extending that period as aforesaid and any and all other rights conferred
on the lessor by this lease shall remain in full force and effect.

7. Notwithstanding the death of the lessor, or his successors in interest, the payment or tender of rentals in the manner provided above shall be
binding on the heirs, devisees, executors and administrators of such person.

8. If at any time prior to the discovery of oil or gas on said land, and during the primary term of this lease, lessee should drill a dry hole, or dry
holes, thereon, the lessee shall on or before the next ensuing rental paying date commence further drilling operations or pay or resume the payment or tender
of the rentals aforesaid, providing that if any such dry hole be completed within less than sixty (60) days before the next ensuing rental paying date,
lessee shall nevertheless have at least sixty (60) days from such completion within which to commence such further drilling operations or resume the payment
or tender of such rentals, and if the lessee fails to do so, the same as if such further operations had been commenced, or such rentals paid or tendered, on or
before such rental paying date; PROVIDED FURTHER, that in the event any well drilled upon the leased premises is not productive of oil or gas in
commercial quantities and is not abandoned and plugged as a dry hole, such well shall for the purposes of this paragraph be considered a dry hole. Lessee's
right to so resume drilling operations and/or the payment or tender of such rentals shall continue to exist during the primary term of this lease.

9. If the above, the lessee owns a one-half interest in the above described land, then the royalties and rentals
herein provided for shall be paid the lessor only in the proportion which his interest bears to the entire estate.

10. The lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from the wells
of the lessor. When required by lessor, the lessee shall bury pipe lines below plow depth and shall pay for damage caused by its operations to growing
crops on said land. No well shall be drilled nearer than two hundred feet (200) to the house or barn now on said premises without written consent of
the lessor. Lessee shall have the right at any time during or ninety (90) days after expiration of this lease to remove all machinery, fixtures, houses, build-
ings and other structures placed on said premises, including the right to draw and remove all casing.

11. If the oil, gas or other mineral rights under the leased premises are now owned or shall hereafter be owned in severally or in separate tracts, the
premises nevertheless shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided
among and payable to such owners in the proportion that said oil, gas or other mineral rights owned by each bears to the entire oil, gas or other
mineral rights leased hereby. There shall be no obligation on the part of the lessee to offset wells or separate tracts into which the premises covered
hereby may be hereafter divided as to the surface, oil, gas or other mineral rights by sale, devise or otherwise, or to furnish separate measuring or re-
ceiving tanks, or to make any separate accounting based on any such divided ownership.

12. 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 upon the lessee until after the lessee has been furnished with the original recorded transfer or assignment of rentals or royalties shall
hereby agreed that in the event this lease shall be assigned as to a part or parts of the above described lands and the owner or holder of said lease or
any interest therein covering any part or parts of said lands 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 as to which the lessee or
assignee thereof shall make due payment of a proportionate part of the said rental. If at any time there be as many as four parties entitled to rentals or
royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a
common agent to receive all payments due hereunder, and execute division and transfer orders on behalf of said parties, and their respective successors
in title.

13. While the leased lands are used for the injection of water, brine or other fluids produced from other premises, the lessee shall pay to lessor the
sum of Twenty-five Dollars (\$25.00) per year for each well used for such injection. All injections herein authorized shall be made into subsurface strata
lying below the strata furnishing lessor fresh water for domestic or stock use.

14. Compliance with any now or hereafter existing law purporting to be enacted by Federal or State Legislative authority, or with orders, judgments,
decrees or regulations made or promulgated by State or Federal courts, State or Federal officers, boards, commissions or committees, purporting to be made
under authority of law, shall not constitute a violation of the terms of this lease or be considered a breach of any obligation herein, nor shall it constitute
a cause for the termination, forfeiture, reversion or reverting of any estate or interest hereby created, nor shall compliance confer any right of entry or
become the basis of an action for damages or suit for the forfeiture or cancellation hereof, and while any such purport to be in force and effect they shall,
when complied with, to the extent of such compliance, operate as a modification of the terms and conditions of this lease where inconsistent therewith.

15. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if during the primary term of this lease or at any time
thereafter that this lease is in force by the production of oil, gas, or casinghead gas or casinghead gasoline after such primary term, if the lessee shall
commence drilling operations during either of said periods, it shall remain in full force and effect and its term shall continue as long as such operations
are prosecuted and if production results therefrom, then as long thereafter as such production continues.

16. Lessee may at any time surrender this lease as to all or any part of said land by delivering or mailing a release thereof to the lessor, or by
placing a release thereof of record in the proper county.

17. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge
any taxes, mortgages, or other liens existing, levied or assessed on or against the above described lands and, in the event it exercises such option, it shall be
subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien
any royalty or rentals accruing hereunder.

18. The undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in
the premises herein described, in so far as said right of dower and homestead may in any way affect the purposes for which the lease is made, as recited
herein.

19. This lease and all its terms, conditions and stipulations shall extend to and be binding on the assignees, heirs, devisees and successors of lessor
or lessee.

IN WITNESS WHEREOF, we sign, this the 29th day of May, 19 52.

WITNESS:

Vera E. Hutton
SdFP

Douglas Hutton (SEAL)
Vera E. Hutton (SEAL)
Douglas Hutton (SEAL)

STATE OF WYOMING
COUNTY OF SHERIDAN

Individual Acknowledgment Single or Married

SS.

On this 29th day of May, 1952, 1944, before me personally appeared

Vera E. Hutton and Douglas Hutton, her husband

to me known to be the person s described in, and who executed the foregoing instrument, and who acknowledged to me that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument.

Given under my hand and seal this 29th day of May, 1952, 1944.

My Commission Expires:

December 26, 1955

N. K. Turner

Notary Public