

WHEREAS, it is the understanding among many of the landowners in that portion of Sublette County where said lands hereinafter described are situated, that the drilling of a test well will tend to greatly enhance the value of her said lands, whether said test well is drilled upon the lands herein described or on some other lands situated within a radius of six miles of same:

NOW THEREFORE THIS AGREEMENT made and entered into this 19 day of June 1926, by and between Laura B. Milleston, whose postoffice address is Big Piney, Wyoming, PARTY OF THE FIRST PART, hereinafter called LESSOR and R. W. Vickrey, whose postoffice address is Marbleton, Wyoming, PARTY OF THE SECOND PART, hereinafter called LESSEE.

WITNESSETH: That the lessor for and in consideration of one dollar and the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed does hereby grant, demise, lease and let unto the lessee for the purpose of drilling, operating for and producing oil and gas thereon, together with rights-of-way and servitudes for pipe lines, telephone and telegraph lines, tanks, power-houses, stations and fixtures of every kind and nature, for producing and caring for such products, and all other rights and privileges necessary or convenient for the operation of said land, alone or conjointly with neighboring lands, for oil and gas with the right to use free oil, gas or water, for such purposes for and during the term of five years and as long thereafter as oil or gas is produced in paying quantities, all that certain tract of land situate in the county of Sublette, state of Wyoming and described as follows, to wit:

S $\frac{1}{2}$ SW $\frac{1}{4}$ Section 27, Lot 10, SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 28, Lots 1, 4, 5 and 8 NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$,

SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 33, W $\frac{1}{2}$ NW $\frac{1}{4}$ Section 34, Township 29 N. R. 11W 6th P. M.

In consideration of the premises the lessee further covenants and agrees:

FIRST: To deliver to the credit of the lessor on the grounds herein above described or in the pipe line to which the lessee may connect its wells (less transportation costs, government charges and taxes) as rents or royalty, twelve and one-half per cent (12 $\frac{1}{2}$ %) part of all oil and gas produced and saved from the leased premises.

SECOND: The lessee, assigns or any Company or associates with whom he is now or hereafter may be interested shall drill a test well in the community where the lands herein described are situated and within a radius of six miles of same. The lessor expressly declares that the commencement of the drilling of a test well on any of the lands in the community wherein the lands herein described are situated, and within a radius of six miles on or before the Jan. day of 19, 1927, and the continuous drilling of said well (barring an Act of Providence) to a depth of 4000 feet unless oil or gas are encountered in commercial paying quantities at a lesser depth shall be full satisfaction of all obligations of lessee. If the test well is a paying well, lessee agrees within 6 months from the completion of said well to commence a well on the land herein described.

If oil and gas are encountered, lessee covenants and agrees to pump said well for a period of not less than fifteen days and likewise to pump any and all wells for the said period that might be brought in upon said land under this lease where oil and gas are encountered.

If the present well is a paying well, lessee agrees within 90 days from the completion of said well to commence a new and separate well on the said land herein described and to continue to drill and develop such lands as long as this lease shall be in force and effect or until such a time as the land herein described shall be fully and completely developed (barring an Act of Providence) such as an unavoidably breakage in machinery or severe weather or winter where it would make it unprofitable to continue for a certain period of time then the lessee shall not be obligated to continue until a reasonable length of time until conditions are more favorable but in no event whatsoever shall the lessee fail to continue steady drilling for a period of more than three months at one time without the written consent of the lessor.

THIRD: No change in ownership of said land or the rentals or royalties due hereunder shall affect or bind the lessee until such purchaser shall have furnished lessee proper certificates of ownership showing as a part thereof the title claimed by the purchaser.

Lessee shall pay damages to growing crops on said lands. When requested by the lessor, the lessee shall bury its pipe lines below plow depth. Lessee shall have the right at any time to remove all pipe, machinery and fixtures placed on said premises within one year from the annulment of this lease.

And the lessor further agrees that the lessee may pay any overdue encumbrance on said premises or any part thereof, the foreclosure of which might interfere with the rights granted by this indenture, and apply so much of the royalties then due or thereafter to become due under this lease to the repayment of the moneys so advanced, with interest thereon at the rate of seven per cent (7%) per annum. If the 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 for shall be paid to lessor only in the proportion which his interest bears to the whole and undivided fee.

The lessee hereby and further expressly agrees that should any of the covenants of this lease be violated by himself, assigns or any company or associate with whom he is now or hereafter maybe interested that they will immediately and of their own free will, return this lease to the lessor at her address at Big Piney, Sublette County, Wyoming and cancel said lease at the county seat Pinedale, Sublette County, Wyoming by filing for record with the County Clerk of above said county a declaration of the annulment of this lease.

The right of assignment in part or whole is expressly allowed both parties to this agreement but the covenants hereof shall extend to their heirs, executors, administrators, successors and assigns.