

to the within Instrument, and acknowledged to me that he 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.

(SEAL)

My Commission Expires Jan. 15, 1930.

Marguerite Schmitz  
Notary Public in and for said  
County and State.

No. 3630

OIL AND GAS LEASE

Floyd Norris

STATE OF WYOMING, )

To

: SS. Filed for record in my office this  
COUNTY OF SUBLETTE ) 12th day of March A. D. 1927 at 9:00  
o'clock A. M., and duly recorded in Book 2 of Macls., on page  
15.

Beneficial Oil Co.

Fees, \$2.50

J. P. Fuller

County Clerk

WHEREAS, Floyd Norris along with other landowners, desires to make oil and gas lease on his land to the Beneficial Oil Co., a Utah Corporation for the purpose of getting a test well drilled in the vicinity of his lands and within a radius of five miles of same, to ascertain whether or not there is oil or gas underlying same; and

WHEREAS, the landowners in that portion of Sublette county where said lands herein-after described are situated, believe that the drilling of a test well will greatly enhance the value of their said lands whether said test well is drilled upon the land herein described or on some other adjoining lands:

NOW THEREFORE, THIS AGREEMENT made and entered into this 23rd day of December, 1926 by and between Floyd Norris whose postoffice address is Big Piney, Wyoming, PARTY OF THE FIRST PART, hereinafter called LESSOR and the Beneficial Oil Co., a Utah Corporation whose postoffice address is Ogden, Utah, PARTY OF THE SECOND PART, hereinafter called LESSEE.

WITNESSETH: That the lessor for and in consideration of one dollar in hand paid, the receipt of which, is hereby acknowledged and the covenants and agreements hereinafter contained on the part of the lessee to be 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, tanks, power-houses and stations for producing and caring for such products, 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 situated in the county of Sublette, state of Wyoming, and described as follows, to-wit:

W $\frac{1}{2}$  & W $\frac{1}{2}$  SE $\frac{1}{4}$  Section 32, Township 30 N. R., 111 W. 6th P. M. containing 400 acres.

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

That within one year from date, December 23rd 1926, lessee will assemble material, tools, equipment necessary for drilling a test well on land described herein and it is further agreed that if lessee make default in any of the covenants and agreements herein-after set out on his part to be kept and performed, then and in that event this lease shall terminate and be of no force and effect, and lessee hereby expressly agrees to cancel said lease as of record.

To deliver to the credit of the lessor (less transportation costs, government charges, allowances and taxes) in the pipe line to which the lessee may connect its wells, as rent or royalty, the equal one-eighth (1/8) part of all oil and gas produced and saved from the leased premises.

All payments of money, under this lease, may be made or tendered by check direct to the lessor or by registered letter addressed to the lessor at his last known address or deposited to the lessor's credit in the - - - - - bank of - - - - - or its successors or assigns unless or until the lessor shall designate in writing to the lessee some other address or bank or trust company as depository, on the first of each month.

The lessee shall have the right at any time to release from the operation of this lease any part or portion of the lands hereinbefore described by giving to the lessor notice thereof in writing, and from the date of such notice, the lessor and lessee shall each be released from all of the terms and provisions of this lease so far as the same affects such premises so released, but as to the portion of said land not so released this lease shall remain in full force and effect.

No well shall be drilled nearer than one hundred feet to any building now on said land without the written consent of the lessor.

In the event a dry hole or well not producing oil, gas or other mineral product in commercial quantities is drilled, or a well ceases to produce in commercial quantities, the lessee shall have six months from the date of the completion of said dry hole or said well or from the date any well ceases to produce oil, gas or other mineral product in commercial quantities in which to continue operations on the above land, during which time no royalties shall be due or payable and this lease shall be in full force and effect for said time as fully as if said royalties had been paid or a well, producing oil, gas or other mineral product brought in or in operation..

And if oil and gas are encountered in commercial paying quantities and the well is a paying well then the lessee shall continue to develop such lands on oil structures with due diligence subject to delays such as unavoidable breakage in machinery or severe