

STATE OF UTAH)
)SS.
County of Salt Lake)

On the 28 day of September, A.D. 1937, personally appeared before me, a Notary Public in and for said County and State, Howard C. Means, signer of the above instrument who duly acknowledged to be that he executed the same.

My commission expires: Viola DeHon, Notary Public.
April 27-1939. Residing at Salt Lake City, Utah.

(NOTARIAL SEAL)

STATE OF UTAH)
)SS.
County of Salt Lake)

On the 28th day of September, A.D. 1937, personally appeared before me, a Notary Public, C. Ed. Lewis, signer of the above instrument who duly acknowledged to me, that he executed the same.

My commission expires: Aug. 19, 1938. David A. West, Notary Public.
Residing at Salt Lake City, Utah.

(NOTARIAL SEAL)

No. 20121' AGREEMENT & DRILLING CONTRACT

F. Salathe, Jr. THE STATE OF WYOMING) This instrument was filed for re-
)SS. cord in my office at 9:00 o'clock
To County of Sublette) A.M., on the 26th day of May A.D.
) 1938, and duly recorded in Book 1
) of Oil & Gas Leases on page 185.

C. Ed. Lewis C. C. Feltner, County Clerk.

Fees, \$3.00 By Patricia Murdock, Deputy.

THIS AGREEMENT made and entered into this 21st day of September, 1937, by and between F. SALATHE, JR., Party of the first part and C. ED. LEWIS, party of the second part, both of Los Angeles, California,

W I T N E S S E T H:

THAT, WHEREAS, the first party hereunto has been duly granted a permit to prospect for oil and gas, said Permit being Serial No. 013494, in the United States Land Office at Evanston, Wyoming, and the land included therein being in Sublette County, State of Wyoming, and described as follows:

South half (S $\frac{1}{2}$), and South half of North half (S $\frac{1}{2}$ N $\frac{1}{2}$) of Section 15; South half (S $\frac{1}{2}$) and South half of North half (S $\frac{1}{2}$ N $\frac{1}{2}$) of Section 14; East half (E $\frac{1}{2}$) of Section 23, all in Township 29 North of Range 113 West, 6th Principal Meridian, containing 1280 acres, more or less.

WHEREAS, it is the purpose, desire and intention of the first party to perfect and perpetuate ~~xx~~ the claim as initiated on said land and under and in compliance with the terms of what is known as the Oil Leasing Bill authorized by the Act of Congress, February 25, 1920, and for that purpose will take all reasonable means to protect said permit, to prospect, and thereafter obtain a lease upon said lands, and to in all respects explore, drill and operate said lands for the production of oil and gas thereon, and in accordance with the terms and provisions of the said Leasing Bill, and

WHEREAS, in order to properly and successfully explore, develop and operate said lands, it will be necessary to expend a large amount of money and labor thereon for the purpose of having said lands prospected, drilled and developed for oil and gas, so as to enable the first party to secure a lease upon said lands from the United States Government, said first party desires to arrange for the necessary work and labor thereon; and for that purpose has proposed to give to the second party a drilling contract on the lands above described, excepting therefrom and reserving unto himself one tract of forty (40) acres, being described as follows:

Southwest quarter of Northwest quarter (SW $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section 15, Township 29 North, Range 113 West,

which said forty acres shall be included in that part of said Permit which may be selected and designated as Primary Acreage, upon which the U. S. Government would grant a lease carrying a royalty of five per cent (5%) to the U. S. Government.

WHEREAS, the second party is engaged in the business of drilling, developing and operating oil and gas lands, and has expressed to the first party his ability and willingness to undertake the work of so drilling, operating and developing the aforesaid lands, upon the terms and conditions hereafter set forth, which said terms and conditions have been approved and accepted by the first party.

NOW, THEREFORE, in consideration of the permises, and the provisions herein contained, first party covenants and agrees that there has been no forfeiture of said Permit, and that he will not during the term of leases and renewals thereof issued in continuance of said Permit, commit any act or do anything which will furnish cause of forfeiture of said Permit, extensions and leases on any part of the lands therein described; and that he will not attempt to surrender, or surrender, said Permit, extensions or leases, without the consent of the party of the second part; and that he will comply with all the provisions of the said Permit, extensions and leases which require his personal compliance; that he will pay his full share of State or other taxes on oil and/or gas produced from the said land included in said Permit, extensions and leases, his share to be determined