

STATE OF CALIFORNIA,)
County of _____) SS.

ON THIS ___ day of ___, A.D., 194___, before me, ___ a Notary Public in and for said County and State, personally appeared ___ known to me, (or proved to me on the oath of ___), to be the person whose name ___ subscribed 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.

Notary Public in and for said County and State

STATE OF CALIFORNIA)
County of _____) SS.

ON THIS ___ day of ___, A.D., 194___, before me, ___ a Notary Public in and for said County and State, personally appeared ___ known to me, (or proved to me on the oath of ___), to be the person whose name ___ subscribed 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.

Notary Public
In and for said County and State

No. 31100 ----- OIL, GAS AND MINERAL LEASE -----

Chas. P. Budd THE STATE OF WYOMING)
To _____) SS.
County of Sublette)

H. H. Howell

Fees, \$2.50

Ratification Agreement - Book Page 363

This instrument was filed for record in my office at 11:00 o'clock A.M. on the 6th day of August A. D. 1943 and duly recorded in Book 1 of Oil and Gas Leases on Page 371.

Faren C. Faler, County Clerk

By Helen Atwood, Deputy

THIS AGREEMENT made this 24th day of November 1942, between Chas. P. Budd, a widower Lessor (whether one or more), and H. H. Howell Lessee, WITNESSETH:

1. Lessor in consideration of Ten and No/100 Dollars (\$10.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Sublette County, Wyoming, to-wit:

NE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 10, Township 29 North Range 113 West, 6 P.M.

This is a lease in gross and not by the acre and the bonus money paid and the rentals provided for shall be effective to cover all such lands irrespective of the number of acres contained therein; and for the purpose of calculating the payments hereinafter provided for, the land included within the terms of this lease is estimated to comprise 120 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of five years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land hereunder, or drilling or reworking operations are conducted thereon.

3. The royalties to be paid by Lessee are: (a) on oil, one-eighth of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or in the manufacture of gasoline or other product therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale; where gas from a well producing gas only is not sold or used, Lessee may pay as royalty \$100.00 per well 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 (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be fifty cents (50¢) per long ton. Lessee shall have free use of oil, gas, coal, wood and water from said land, except water from Lessor's wells, for all operations hereunder, and the royalty on oil, gas and coal shall be computed after deducting any so used. Lessor shall have the privilege at his risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon out of any surplus gas not needed for operations hereunder.

4. If operations for drilling are not commenced on said land on or before one year from this date the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in State Bank of Big Piney Wyoming, (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals either by conveyance or by the death or incapacity of Lessor) the sum of One Hundred Twenty Dollars (\$120.00), (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of operations for drilling may be further deferred for successive periods