

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:

Edward Edwards

Wilford W. Neilson

D. D. Edwards

STATE OF WYOMING)
)SS.
County of Teton)

On this 21st day of October, 1944, before me personally appeared Edward Edwards, 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, including the release and waiver of the right of homestead, having been by me fully apprised of affect and signing and acknowledging the said instrument.

Given under my hand and Notarial seal this 21st day of October A. D., 1944

My commission expires
August 10, 1946

Wilford W. Neilson Notary Public

(NOTARIAL SEAL)

No. 32210

OIL AND GAS LEASE

Lizzie Lozier, et al

THE STATE OF WYOMING)

This instrument was filed for record in my office at 3:00 o'clock P. M. on the 6th day of November A. D. 1944 and duly recorded in Book 1 of Oil and Gas Leases on Page 464.

To

)SS.
County of Sublette)

Jno. R. Donley

Rel'd: Bk. 10 Inc. Pg. 117

Fees, \$3.75

Helen Atwood, County Clerk

THIS AGREEMENT made this 17th day of October 1944, between Lizzie Lozier, a widow and Walter W. Lozier and Nancy Lozier, his wife, of Cora, Wyoming Lessor (whether one or more), and Jno. R. Donley, of Casper, Wyoming Lessee, WITNESSETH:

1. Lessor in consideration of One and other Dollars (\$1.00), 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 and gas, 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:

Northeast Quarter Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$), South Half Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$), Southwest Quarter (SW $\frac{1}{4}$), West Half Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$), Section Twenty-two (22);

of Section _____, Township 35 North, Range 110 West

It being intended hereby to include herein all lands and interests therein contiguous to or appurtenant to said described lands owned or claimed by lessor. For rental payment purposes said leased lands shall be deemed to contain 360 acres, more or less.

2. Subject to the other provisions herein contained, this lease shall be for a term of 10 years from this date (called "primary term") and as long thereafter as oil or gas 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. 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 and gas 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 operation hereunder.

4. If operations for drilling are not commenced on said land or on acreage pooled therewith as hereinafter provided, 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 Bank at 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 fifty cents per acre (.50¢ per acre) (herein called rental), which shall cover the privilege of deferring commencement of operations for drilling for a period of