

being by me duly sworn, did say that he is the \_\_\_ of \_\_\_ and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board or Directors and said \_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this \_\_\_ day of \_\_\_, A. D., 19\_\_\_.

My commission expires on the \_\_\_\_\_, Notary Public  
 \_\_\_ day of \_\_\_, A. D. 19\_\_\_.

No. 33204

OIL, GAS AND MINERAL LEASE *P.L. Rls. See Book 2 Or G. L. See Page 249*

Charles P. Noble, et ux

THE STATE OF WYOMING)

This instrument was filed for record in my office at 11:30 o'clock A. M. on the 15th day of October, A. D., 1945 and duly recorded in Book 2 of Oil and Gas Leases on Page 43.

To

County of Sublette)

H. H. Howell

Fees, \$3.00

Helen Atwood, County Clerk

THIS AGREEMENT, Made this 19th day of October, 1942 between Charles P. Noble and wife Francis Noble, Lessors (whether one or more), and H. H. Howell, Lessee, WITNESSETH:

1. Lessor in consideration of one dollar (\$1.00), in hand paid, of the royalties he ein 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:

West Half Southwest Quarter ( $W\frac{1}{2}SW\frac{1}{4}$ ) Section Four (4); Northeast Quarter Southeast Quarter ( $NE\frac{1}{4}SE\frac{1}{4}$ ), South Half Southeast Quarter ( $S\frac{1}{2}SE\frac{1}{4}$ ), Section Five (5); South Half Northeast Quarter ( $S\frac{1}{2}NE\frac{1}{4}$ ), Southeast Quarter Southwest Quarter ( $SE\frac{1}{4}SW\frac{1}{4}$ ) Southeast Quarter ( $SE\frac{1}{4}$ ), Section Seven (7); Northeast Quarter ( $NE\frac{1}{4}$ ), West Half Northwest Quarter ( $W\frac{1}{2}NW\frac{1}{4}$ ), Southwest Quarter ( $SW\frac{1}{4}$ ), Southeast Quarter ( $SE\frac{1}{4}$ ), Section Eight (8); West Half West Half ( $W\frac{1}{2}W\frac{1}{2}$ ), Section Nine (9); Northwest Quarter Northwest Quarter ( $NW\frac{1}{4}NW\frac{1}{4}$ ), Section Seventeen (17); North Half Northeast Quarter ( $N\frac{1}{2}NE\frac{1}{4}$ ), Southwest Quarter Northeast Quarter ( $SW\frac{1}{4}NE\frac{1}{4}$ ), Section eighteen (18); Township Twenty-nine (29) North Range One Hundred Twelve (112) West; and North Half ( $N\frac{1}{2}$ ) Section Eleven (11); West half Northwest Quarter ( $W\frac{1}{2}NW\frac{1}{4}$ ) Section Twelve (12); Township Twenty-nine (29) North, Range One Hundred Thirteen (113) West of the Sixth Principal Meridian, Wyoming, Containing 1760 acres more or less.

This lease covers all of the land described above, and in addition thereto, it covers and there is hereby leased, let and demised to the same extent as if it were described herein specifically, all lands owned or claimed by Lessor adjacent, contiguous to, or a part of the tract or tracts specifically described above, whether such additional lands be owned or claimed by deed, limitation or otherwise and whether the same be inside or outside the metes and bounds description and whether the same be held under fence by Lessor or not. 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 1760 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall remain in force until July 15th, 1943 (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, 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 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. Lessee shall have free use of oil, gas, coal, wood and water from said lands, 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. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the heirs and assigns of Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

5. If, at the expiration of the primary term, Lessee is conducting operations for drilling a new well or reworking an old well, or if, after the expiration of the primary term, production on this lease shall cease, this lease nevertheless shall continue as long as said operations continue or additional operations are had, which additional operations shall be deemed to be had where not more than sixty (60) days elapse between abandonment of operations on one well and commencement of operations on another well, and if production is discovered, this lease shall continue as long thereafter as oil, gas or other mineral is produced and as long as additional operations are had. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within one hundred fifty feet (150') of and draining the leased premises Lessee agrees to drill such offset wells as a reasonably