

THE STATE OF WYOMING  
)SS.  
County of Sublette)

On this 1st day of July, 1946, before me personally appeared Mary H. McGinnis, a widow to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and affect of signing and acknowledging the said instrument.

Given under my hand and seal this 1st day of July A. D., 1946.

My commission expires  
August 23, 1948.

J. F. Hornbeck, Notary Public

(NOTARIAL SEAL)

No. 31628

OIL AND GAS LEASE PRODUCERS 88

James F. Mickelson, et al

THE STATE OF WYOMING)

)SS.

To

County of Sublette)

Wyoming Petroleum Corporation

This instrument was filed for record in my office at 11:00 o'clock A.M. on the 16th day of October A. D. 1946 and duly recorded in Book 2 of Oil and Gas Leases, on Page 103.

Fees, \$3.00

Helen Atwood, County Clerk.

AGREEMENT, Made and entered into the 11th day of September, 1946, by and between James F. Mickelson and Mae E. Mickelson, his wife, and Mildred Mickelson Miller and Robert L. Miller, her husband of Big Piney, Wyoming party of the first part, hereinafter called lessor (whether one or more) and WYOMING PETROLEUM CORPORATION party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten and no/100 DOLLARS, cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land situate in the County of Sublette State of Wyoming, described, as follows, to-wit:

Township 29 North, Range 113 West, 6 P.M.  
Sec. 4: W<sub>1</sub><sup>1</sup>SW<sub>1</sub><sup>1</sup>, SE<sub>1</sub><sup>1</sup>SW<sub>1</sub><sup>1</sup> Sec. 9: NW<sub>1</sub><sup>1</sup>, W<sub>1</sub><sup>1</sup>SW<sub>1</sub><sup>1</sup> Sec. 17: NW<sub>1</sub><sup>1</sup>NE<sub>1</sub><sup>1</sup>, E<sub>1</sub><sup>1</sup>NW<sub>1</sub><sup>1</sup> Sec. 5: Lot 2, SW<sub>1</sub><sup>1</sup>NE<sub>1</sub><sup>1</sup>, S<sub>1</sub><sup>1</sup>NW<sub>1</sub><sup>1</sup>, S<sub>1</sub><sup>1</sup>, and Lot 3.  
Sec. 6: Lots 5, 6, 7, S<sub>1</sub><sup>1</sup>NE<sub>1</sub><sup>1</sup>, SE<sub>1</sub><sup>1</sup>NW<sub>1</sub><sup>1</sup>, E<sub>1</sub><sup>1</sup>SW<sub>1</sub><sup>1</sup>, SE<sub>1</sub><sup>1</sup>.  
Sec. 7: Lots 1, 2, NE<sub>1</sub><sup>1</sup>, E<sub>1</sub><sup>1</sup>NW<sub>1</sub><sup>1</sup>, NE<sub>1</sub><sup>1</sup>SE<sub>1</sub><sup>1</sup>  
Sec. 8: All excepting SW<sub>1</sub><sup>1</sup>NE<sub>1</sub><sup>1</sup>  
Tp 29 N., Rg. 114 West  
Sec. 1: Lots 5, 6, 7, SW<sub>1</sub><sup>1</sup>NE<sub>1</sub><sup>1</sup>, W<sub>1</sub><sup>1</sup>SE<sub>1</sub><sup>1</sup>  
Sec. 12: NE<sub>1</sub><sup>1</sup>, N<sub>1</sub><sup>1</sup>SE<sub>1</sub><sup>1</sup>

of section Township Range and containing 2922.38 acres, more or less.

It is agreed that this lease shall remain in force for a term of two (2) years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee.

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

1. To deliver to the credit of the lessor, free of cost, in the pipe line to which the lessee may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises, as royalty or, at lessee's election, to pay the lessor for such royalty the market price prevailing the day the oil is run into the pipe line, or in storage tanks. To pay the lessor as royalty one-eighth of all other minerals and hydrocarbons which the lessee produces and saves from said lands.

2. To pay for the gas from each well found upon the said premises, which shall produce gas in marketable quantities, a royalty of 12 $\frac{1}{2}$  per cent of the net proceeds derived from the sale of such gas, or of the gasoline that such gas may be converted into and marketed off the premises.

If no well be commenced on said land on or before the 11th day of September, 1947, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or to the lessor's credit in the State Bank of Big Piney, Wyoming or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Seven Hundred Thirty-one DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. In like manner and upon like payment or tenders the commencement of a well may be further deferred for like period of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same/manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments. /amount and in the same

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interests bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by lessor, lessee shall bury its pipe lines below plow depth.