

OIL AND GAS MINING LEASE

THIS AGREEMENT, Entered into this the 2nd day of August September 19 52,
between Charles P. Noble, also known as Chas. P. Noble and Frances M. Noble, his wife
and Robt. W. Atha hereinafter called lessor,
hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and No/100--- Dollars (\$ 10.00),
in hand paid, and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted
and leased and hereby grants, leases and lets unto the lessee for the purpose of mining and operating for and producing oil
and gas, casinghead gas and casinghead gasoline, laying pipe line, building tanks, storing oil, building powers, stations, tele-
phone lines and other structures thereon to produce, save, take care of and manufacture all of such substances, and for hous-
ing and boarding employees, the following described tract of land in Sublette County,
Wyoming, to-wit: W1SW1/4 Section Four; NE1SE1/4, S1SE1/4, Section
Five; E1 Section 8; W1W1/4 Section 9; T. 29 N. R. 112 West 6th P. M.

in Section _____, Township _____, Range _____, and containing 680 acres, more or less, hereby releas-
ing and waiving all rights under and by virtue of the homestead exemption laws of Wyoming.

2. This lease shall remain in force for a term of three years and as long thereafter as oil, gas, casinghead gas,
casinghead gasoline, or any of them is or can be produced, or rentals below mentioned are paid as due.

3. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect
its wells the equal of one-eighth part of all oil produced and saved from the leased premises, or at the lessee's
option, may pay to the lessor for such one-eighth royalty the market price for oil of like grade and gravity pre-
vailing on the day such oil is run into the pipe line, or into storage tanks.

4. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for
gas from wells where gas only is found, and where not sold shall pay Fifty (\$50.00) Dollars per annum as royalty from each
such well, and while such royalty is so paid such well shall be held to be a producing well under paragraph numbered two
hereof. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the
principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole
risk and expense. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manu-
facture of gasoline, or any other product, as royalty, one-eighth of the market value of such gas. If said gas
is sold by the lessee, then as royalty one-eighth of the proceeds of the sale thereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from this
date, this lease shall terminate as to both parties, unless the lessee shall, on or before one year from this date, pay or
tender to the lessor or for the lessor's credit in the State Bank at
Big Piney, Wyoming, or its successors, which bank and its successors are the lessor's agent and shall
continue as the depository of any and all sums payable under this lease, regardless of changes of ownership in said land
or in the oil or gas, or in the rentals to accrue thereunder, the sum of Six Hundred Eighty--

Dollars (\$ 680.00) which shall operate as rental and cover
the privilege of deferring the commencement of drilling operations for a period of one year. In like manner and upon like
payments or tenders, the commencement of drilling operations may be further deferred for like periods successively. All
payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the
rental paying date. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals
in the manner provided above shall be binding on the heirs, devisees, executors and administrators of such person.

6. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill
a dry hole, or holes, on this land, this lease shall not terminate, provided operations for the drilling of a well shall be com-
menced by the next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner
and amount herein above provided; (and in this event the preceding paragraphs hereof governing the payment of rentals and
the manner and effect thereof shall continue in force).

7. In case 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 for shall be paid the said lessor only in the proportion which his
interest bears to the whole and undivided fee.

8. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon,
except water from the wells of the lessor. When required by lessor, the lessee shall bury pipe lines below plow depth and
shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet
to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time
during or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed
on said premises, including the right to draw and remove all casing.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly al-
lowed), the covenants hereof shall extend to the heirs, executors, administrators, successors and assigns, but no change of
ownership in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessee and it
has been furnished with the written transfer or assignment or a certified copy thereof, subject to the provisions
of paragraph 16A.

10. If the leased premises shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall
be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided
among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the
entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which
the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or re-
ceiving tanks. It is hereby agreed that, in the event this lease shall be assigned as to a part or as to parts of the above
described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the propor-
tionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease in so far as it
covers a part or parts of said land upon which the said lessee or any assignee hereof shall make due payment of said rentals.
If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless
and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive
all payments due hereunder, and to execute division and transfer orders on behalf of said parties, and their respective suc-
cessors in title.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at
its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above
described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof
and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals ac-
cruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall com-
mence drilling operations at any time while this lease is in force, this lease shall remain in force and its term shall con-
tinue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

13. If within the primary term of this lease production on the leased premises shall cease from any cause, this lease
shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental
paying date; or, provided, lessee begins or resumes the payment of rentals in the manner and amount hereinbefore pro-
vided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any
cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) days from such
cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom,
then as long as production continues.

14. Lessee may at any time surrender this lease by delivering or mailing a release thereof to the lessor, or by placing a
release thereof of record in the proper county.

87.70 Dec. Stamp Cancelled.

R.W.A.
F.M.N.
Charles P. Noble