

## OIL AND GAS LEASE

THIS AGREEMENT made this 28th day of March, 1963, between  
RONALD W. BALL and DELORES J. BALL, a/k/a DELORES JOAN BALL, husband and wife  
of Big Piney, Wyoming; LUELLA E. BALL STEPHENS, formerly LUELLA E. BALL, a widow,  
and H. A. STEPHENS, wife and husband, of Sioux Falls, South Dakota

Lessor (whether one or more), and THOMAS F. STROOCK, P.O. Box 66, Casper, Wyoming  
 Lessee, WITNESSETH:

1. Lessor in consideration of TEN AND MORE 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 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:

TOWNSHIP 33 NORTH, RANGE 112 WEST, 6TH PM

SECTION: 29: SW $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$

SECTION: 30: LOTS 2, 3, 4, SE $\frac{1}{4}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$

SECTION: 31: LOTS 1, 2, 3, NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$

SECTION: 32: NW $\frac{1}{4}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ NW $\frac{1}{4}$



of Section XXXX, Township XXXX, Range XXXX

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 1,359.80 Five (5) 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 products 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 operations 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

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 ONE THOUSAND THREE HUNDRED FIFTY

NINE AND 80/100 Dollars (\$ 1,359.80)

(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 of twelve (12) months each during the primary term. The payment or tender  
 of rental herein referred to may be made in currency, draft or check at the option of the lessee; and the depositing of such currency, draft or check in any post  
 office, properly addressed to the Lessor, or said bank, on or before the rental paying date, shall be deemed payment as herein provided. If such bank (or any successor  
 bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to  
 make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to  
 receive such payments or tenders. 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 depository above named 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, and thereafter  
 the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

5. Should any well drilled on the above described land or on acreage pooled therewith during the primary term before production is obtained be a dry hole, or  
 should production be obtained during the primary term and thereafter cease, then and in either event, if operations for drilling an additional well are not com-  
 menced or operations for reworking an old well are not pursued on said land on or before the first rental paying date next succeeding the cessation of production or  
 drilling or reworking on said well or wells, then this lease shall terminate unless Lessee, on or before said date, shall resume the payment of rentals. Upon resumption  
 of the payment of rentals, Section 4 governing the payment of rentals, shall continue in force just as though there had been no interruption in the rental payments.  
 If during the last year of the primary term and prior to the discovery of oil or gas on said land Lessee should drill a dry hole thereon, or if after discovery of oil or  
 gas before or during the last year of the primary term the production thereof should cease during the last year of said term from any cause, no rental payment or  
 operations are necessary in order to keep the lease in force during the remainder of the primary term. 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 or gas is produced and as long as additional operations are had.

6. Lessee is hereby given the right and power to pool or combine the land covered by this lease or any portion thereof with any other land, lease or leases when  
 in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises. If production is found on the pooled acreage, it shall  
 be treated as if production is had from this lease whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere  
 herein specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the  
 unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved.

7. Lessee shall have the right at any time without Lessor's consent to surrender all or any portion of the leased premises and be relieved of all obligation as to  
 the acreage surrendered. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on  
 said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be  
 drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. The Lessee agrees to promptly pay to the owner thereof any  
 damages to crops, or improvements, caused by or resulting from any operations of Lessee.

8. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the  
 parties hereto, but no change or division in ownership of the land, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the  
 rights of Lessee. No change in the ownership of the land, or any interest therein, shall be binding on Lessee until Lessee shall be furnished with a certified copy of  
 all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assignment of this  
 lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners ratably according to the surface  
 area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. In case Lessee assigns this lease, in whole or in part,  
 Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall  
 not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the re-  
 sult of, any such Law, Order, Rule or Regulation, or if prevented by an act of God, of the public enemy, labor disputes, inability to obtain material, failure of trans-  
 portation, or other cause beyond the control of Lessee.

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon  
 said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties ac-  
 cording hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an in-  
 terest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

11. Lessors hereby release and waive all rights of dower and homestead.

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:

Luella E. Ball Stephens

Luella E. Ball Stephens

H. A. Stephens

H. A. Stephens

Ronald W. Ball

Delores J. Ball

Delores J. Ball

Delores J. Ball

Notary Public

VIRGIL P. MORRIS

State of California - Principal Office, Santa Clara County

My Commission Expires April 26, 1966