

77  
Mr. Wallace B. Cameron  
Secretary-Treasurer  
6630 West 3785 South  
Salt Lake City, Utah 84120

(Or to the bank  
referred to)

All notices to PAYNE shall be delivered to:

Mr. Frank P. Adams  
c/o Minerals Management Corporation  
2610 Russ Building  
235 Montgomery Street  
San Francisco, California 94104

Any party may designate a new agent or a new address to which payments and notices to said party may be sent by notice to all other parties. Unless otherwise specified herein, all notices shall be effective when sent by registered or certified mail addressed as stated above. All payments to AMC may be made by check addressed as stated above. (Or to the bank referred to.)

14. Default. If PAYNE defaults in the performance of any covenant or condition hereof, AMC may deliver notice of default to PAYNE specifying in detail the nature of such default, and if such default shall not be corrected or remedied within thirty (30) days after receipt by PAYNE of such notice, AMC at its election may:

- (a) Recover damages for such default;
- (b) Enjoin the continuance of such default;
- (c) Terminate this Agreement by delivery of notice to PAYNE at the end of thirty (30) days after notice of default, if PAYNE has failed to correct or remedy such default within such thirty-(30-) day period.

PAYNE may remedy any default by paying to AMC an amount equal to the damages recoverable by it for the specified default. PAYNE shall be deemed to have corrected or remedied any default when PAYNE shall in good faith commence action to correct or remedy such default if such action shall be prosecuted thereafter with due diligence.

15. Force Majeure. PAYNE shall not be considered in default if PAYNE's failure to perform any covenant or condition of this Agreement is caused to any extent by any circumstances not wholly and exclusively within the control of PAYNE. The settlement of a labor dispute shall not be considered to be wholly and exclusively within the control of PAYNE. Financial inability to