

8. The rights of either party under this lease may be assigned in whole or in part and the provisions hereof shall extend to the heirs, personal representatives, successors and assigns, but no sale or assignment by lessor shall operate to enlarge the obligations or diminish the rights and privileges of lessee. Should lessee assign this lease in whole or in part lessor shall look solely to the assignee for performance of its terms as to the parts so assigned. No sale or assignment by lessor shall be binding on lessee for any purpose until lessee shall be furnished with an instrument in writing evidencing such sale or assignment. If lessee assigns this lease in part, the obligation (if any exists) to pay rentals apportioned as between the several owners ratably according to the surface area of each, and default by one of them in the payment of rentals shall not affect the validity of the lease on the portion of the land upon which pro rata rentals are paid or tendered.

9. This lease shall never be forfeited, cancelled, or terminated for failure by lessee to perform in whole or in part any of its implied obligations, nor while oil or gas is being produced in paying quantites for any cause whatsoever, unless there shall be first a final judicial ascertainment that such obligation or cause exists and that lessee is in default. Upon such final determination, lessee is hereby given a reasonable time thereafter to comply with such obligation, or, at lessee's election, to surrender the lease, with the option of reserving, under the terms of this lease, each producing well and ten acres surrounding it to be selected by lessee. Lessee shall not be liable in damages for breach of any implied obligation.

10. When drilling or other operations are delayed or interrupted by lack of water, labor or material, or by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilitites for transportation or as a result of some order, requisition or necessity of the government, or as the result of any cause whatsoever beyond the control of the lessee, the time of such delay or interruption shall not be counted against lessee, anything in this lease to the contrary notwithstanding.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that lessee, at lessee's option (but without any duty to do so), may pay and discharge any taxes, mortgages or other liens upon said land, and in the event lessee shall be subrogated to such lien, with full right to enforce the same, and in addition thereto may retain for the satisfaction of such lien and interest all royalties or rentals accruing hereunder. If lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately. Should the right or interest of lessee hereunder be disputed by lessor, of any other person, the time covered by the pendency of such dispute shall not be counted against lessee either as affecting the term of the lease or the time for payment of rentals or royalties or for any other purpose, and lessee may suspend all payments until there is a final adjudication or other determination of such dispute.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Witnesses

James H. Luce

P. C. Hagenstein

W. W. Luce

Amanda Luce
Lessor

E. G. Mack
Lessee

STATE OF WYOMING)
:ss
County of Sublette)

On this 21st day of December, 1939, before me personally appeared W. W. Luce and Amanda Luce, husband and wife, and E. G. Mack, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised for her right and effect of signing and acknowledging said instrument.

Given under my hand and Notarial Seal, this 21st day of December 1939.

My commission expires on
the 19th day of Feb. 1942.

P. C. Hagenstein, Notary Public.

(NOTARIAL SEAL)

No. 24200

ASSIGNMENT OF OIL AND GAS LEASE

Wyoming Development Company

THE STATE OF WYOMING) This instrument was filed for
To County of Sublette) SS. record in my office at 11:00 o'clock
W. L. Tatum, et ux A.M. on the 29th day of December
Fees, \$1.55 A.D. 1939 and duly recorded in Book
Faren C. Falter, County Clerk.

WHEREAS, On the 30th day of August, 1937, a certain oil and gas lease was made and entered into by and between Mildred Mickelson Jensen, Lessor, and C. Ed. Lewis, Lessee, covering the following described land in the County of Sublette and State of Wyoming to wit:

TRACT #105 The Northeast quarter of the Southeast quarter of the Southeast quarter of the Northwest quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$) in Section Five (5), Township Twenty-nine North (29), Range One Hundred Thirteen (113), West, Sixth P.M. Wyoming (same being Two and one half (2 $\frac{1}{2}$) acres more or less) together with other lands-----

Said lease being recorded in the office of the County Recorder, in book 1, Page 125,

WHEREAS, The said lease and all rights thereunder or incident thereto are now owned by
-WYOMING DEVELOPMENT COMPANY-

NOW, THEREFORE, For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, the present owner of the said lease and all rights thereunder or incident thereto, does hereby bargain,