

errior shall be released of any and all obligations hereunder, including oil payment obligations, with respect to the land so re-assigned to Pfaff, except for obligations which have theretofore accrued upon royalties and/or for the completion of operations then in progress and/or proper abandonment of wells theretofore drilled.

13. Pfaff hereby warrants and represents that said Oil and Gas Lease is subject to overriding royalties heretofore reserved and/or transferred aggregating not to exceed 5%.

14. Pfaff agrees to execute any and all instruments necessary or proper to unitize said Oil and Gas Lease with other leases under any unit plan approved by the Secretary of the Interior, insofar as such unit plan affects the "Deep Zones".

15. All notices required to be served hereunder or payments to be made shall be so served or made by delivering the same to and leaving the same at the offices of the party upon or to whom said notice is to be served or payment made, or by depositing notice or payment in the United States mail, registered, postage fully prepaid thereon, addressed to the parties hereto at the following addresses, to-wit:

Superior - The Superior Oil Company 930 Edison Building 601 West Fifth Street
Los Angeles 13, California

Pfaff - Carl Pfaff, Kemmerer, Wyoming

Notices so mailed shall be deemed to be delivered seventy-two (72) hours after depositing the same in the United States mail.

16. Neither party shall discriminate against any employee or applicant for employment because of race, creed, color or national origin, and each party shall require an identical provision to be included in all subcontracts.

17. This Agreement is subject to the approval of the Department of the Interior.

18. Subject to approval of proper Governmental authorities, Pfaff shall drill and complete, on or before December 31, 1945, on some part of said lands, one, and not more than two wells for the purpose of validating the lease or leases. Superior agrees to pay Pfaff, Four Thousand and NO/100 (\$4,000.00) Dollars as bottom hole money upon completion of the last well necessary for validation of the lease or leases, or, to pay such Four Thousand and NO/100 (\$4,000.00) Dollars upon completion of the second well, in any event.

It is the purpose of Superior to unitize this and other lands under a unit plan acceptable to the Department of the Interior. If such plan is perfected and approved so that no well is necessary to validate such lease or leases, then Pfaff shall be relieved of the necessity of drilling such well or wells. However, Pfaff may still proceed with such drilling and earn the aforementioned bottom hole money at any time prior to December 31, 1945, by the completion of any well which was in the process of drilling at the time of the acceptance of such unit plan.

In consideration of said bottom hole contribution, Pfaff will furnish Superior dry gas from the well or wells so drilled which are capable of producing gas, for use in Superior's drilling operations upon the same lease from which the gas is produced, and said gas will be charged to Superior at the rate of five cents (5¢) per m.c.f.; provided, that Superior shall have a credit of Four Thousand and NO/100 (\$4,000.00) Dollars for gas so furnished by Pfaff.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

THE SUPERIOR OIL COMPANY

By W. M. Keck, Jr.
Vice President

By J. M. Lewis
Assistant Secretary

Carl Pfaff

(CORPORATE SEAL)

THE STATE OF CALIFORNIA)

:SS.

COUNTY OF LOS ANGELES)

On this 14th day of June, 1945, before me personally appeared W.M. KECK, JR., and J. M. LEWIS, who being by me first duly sworn on their respective oaths did say: That they are respectively Vice President and Assistant Secretary of THE SUPERIOR OIL COMPANY, the corporation that executed the within instrument, and that the seal affixed thereto is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged said instrument to be the free act and deed of said corporation.

WITNESS my hand and notarial seal this 14th day of June, 1945.

My Commission Expires:
August 1, 1946.

A. R. Miller, Notary Public.

(NOTARIAL SEAL)

STATE OF WYOMING)

:SS.

COUNTY OF LINCOLN)

On this 30th day of April, 1945, before me personally appeared CARL PFAFF, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.