

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 successors 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 accruing hereunder.

12. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence drilling operations at any time while this lease is in force, this lease shall remain in force and its term shall continue 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 hereinabove provided. 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.

15. It is agreed that this lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, lessee is given a reasonable time therefrom to comply with any such covenants, conditions, or stipulations.

16. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.

IN WITNESS WHEREOF, we sign the day and year first above written.

Ed Edwards

Minnie Edwards
Parties of First Part

C. C. Feltner

Jay G. Wanner,
Parties of Second Part.

WITNESS:

Beatrice Edwards

P. C. Hagenstein

STATE OF WYOMING)
) ss.
County of Sublette)

I, P. C. Hagenstein, a Notary Public in and for said County and State, do hereby certify that Ed. Edwards and Minnie Edwards his wife and Jay G. Wanner and C. C. Feltner personally known to me to be the persons whose names are subscribed to the within instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal this 24th day of July A. D. 1937.

(NOTARIAL SEAL)

P. C. Hagenstein, Notary Public

My commission expires Feb. 19, 1938. P. O. Pinedale, Wyo.

No. 18687

OIL AND GAS MINING LEASE

J. C. Clark, et al

THE STATE OF WYOMING)
) ss.
County of Sublette)

To

The Texas Company

Fees, \$3.00

This instrument was filed for record at 1:00 o'clock P. M., on the 19th day of August, 1937 and duly recorded in Book 1 of Oil and Gas Leases, on Page 85.

C. C. FELTNER, County Clerk

By Lillian C. Rider, Deputy

AN AGREEMENT entered into this 20th day of July, 1937, between J. C. Clark, Sr. & Effa R. Clark, his wife; Lula M. Metz, and B. A. Metz, her husband; Box 97, Pinedale, Wyoming, lessor (whether one or more), and THE TEXAS COMPANY, a corporation organized under the laws of DELAWARE, lessee.

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