

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.

9. If six or more persons be or become entitled to royalties hereunder, they shall by sufficient written instrument designate some agent to receive payment for all, and lessee shall not be required to make payment until such instrument is furnished.

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 facilities 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 that 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, or 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.

WITNESS:

J. Don Miller

J. Don Miller

WITNESS:

Curtis C. Terry

Witness to H. A. Stewart's signature:

Ralph L. Morris

STATE OF WYOMING )  
 ) ss.  
County of Sublette )

J. C. Clark, Sr.

Effa R. Clark, LESSOR

Lula M. Metz

B. A. Metz, Lessor

The Texas Company

By H. A. Stewart, Agent and Attorney  
in Fact.  
LESSEE

On this 21st day of July, 1937, before me personally appeared J. C. Clark, Sr. and Effa R. Clark, his wife, 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 of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Notarial Seal, this 21st day of July, 1937.

My commission expires on the 22nd day of July, 1937.

(NOTARIAL SEAL)

Lula Mae Scott, Notary Public

STATE OF COLORADO. )  
 ) ss.  
City and County of Denver, )

On this 17 day of August, 1937, before me appeared H. A. STEWART, to me personally known, who being by me duly sworn did say that he is the agent and Attorney in Fact of The Texas Company, a Delaware corporation, and that he signed the foregoing instrument in behalf of said corporation by authority of its Board of Directors, and the said H. A. STEWART, acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and Notarial Seal this 17 day of August, 1937.

My commission expires on the 16 day of October, 1937.

(NOTARIAL SEAL)

John T. Nystrom, Notary Public within and  
for the City and County of Denver, State  
of Colorado

STATE OF CALIFORNIA )  
 ) ss.  
County of Los Angeles )

On this \_\_\_ day of July, 1937, before me personally appeared Lula M. Metz and B. A. Metz, her husband, 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 of her right and the effect of signing and acknowledging the said instrument.

Given under my hand and Notarial Seal, this 23 day of July, 1937.