

remove all casing. When required by lessor, lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred feet of any residence or barn now on said land without lessor's consent. Lessor shall have the privilege, at the risk and expense of lessor, of making connection and using gas from any gas well on said land for stoves and inside lights in the principal dwelling on said land out of any surplus gas not needed for operations hereunder.

7. 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 is 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.

8. 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 in being produced in paying quantities for any cause whatsoever, unless there shall first be 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 obligations, 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 persons, 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:

Thurston Doyle

J. Don Miller

Leita B. Doyle

J. Don Miller

Lessor

Ralph L. Morris

THE TEXAS COMPANY

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

STATE OF WYOMING)
)
County of Sublette)
SS.

On this 22nd day of July, 1937 before me personally appeared Thurston Doyle and Leita B. Doyle, 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 22nd day of July, 1937.

My commission expires on the 22nd day of June, 1940.

(NOTARIAL SEAL)

Lula Mae Scott, Notary Public

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

On this 16 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.