

28. If the lessee shall fail, for a period of ninety (90) days after written notice given to it at Citizens Nat'l Tr. & Sav. Bk., Hills St. Los Angeles Branch, by the lessor, to comply with any provision of this lease the lessor may terminate this lease; provided, that no default in the performance of any of the considerations or provisions hereof as to any well or wells or any parcel of forty acres surrounding the same, as hereinbefore provided, shall affect the right of the lessee or its assigns to continue its or their possession or operation of any other well or wells situated on any other such parcel of forty acres, or to use rights-of-way necessary for its or their operations in case the lessee is not in default as to such other well or wells.

29. If at any time during the term of this lease more than one person, firm or corporation shall be or become interested in the estate of the lessor hereunder, all such interested parties shall be represented by a single agent, and the lessor hereby appoints Elizabeth E. Homer, whose address is Big Piney, Wyoming, as such agent, with full power in the name and on behalf of the lessor, and her successors in interest, and of each and every one of them, to examine said land, to grant all consents required from the lessor, to give all notices required to be given by the lessor to the lessee, and to receive all notices required to be given to the lessor by or under this lease; to inspect all books and records of the lessee which the lessor may be entitled to inspect, as provided in this lease, to receive and receipt for all royalties deliverable in kind, and all statements of production of oil on said land; to settle all accounts and other matters pertaining to the delivery or disposition of such royalty, with like power and authority to elect whether such royalty shall be received in kind, or shall be sold to the lessee as hereinabove provided. Should the agent elect to sell said royalty to the lessee, said agent shall have full power and authority in the name and on behalf of the lessor, and her successors in interest, and of each and every one of them, to contract to sell all of such royalty, as hereinbefore provided.

30. The power and authority of such agent shall continue until the owners and holders of at least two-thirds (2/3) of the acreage included in this lease shall, in Wyoming, elect another such agent and shall notify the lessee in writing at Big Piney, Wyoming of the name and address of such new agent.

31. The delivery of any and all royalty in kind by the lessee to said agent, or to anyone designated by her in writing, and the transaction of any business by the lessee with said agent, which business said agent may be authorized to transact hereunder, shall be a full acquittance and discharge of the lessee of and from any and all liability to the lessor, and to the heirs, executors, administrators, successors and assigns of the lessor, and each of them, for or on account of any such royalty or such business, and the lessee shall not be accountable or responsible for the disposition of said royalty, or of the proceeds thereof, after the same has been delivered by the lessee to said agent as herein provided.

32. The lessee shall not be required to recognize or act upon any orders, directions or requirements of the lessor, and her successors in interest, in any matter or thing concerning which said agent is authorized to act.

33. All royalties and rents payable in money hereunder shall be paid to the lessor by the lessee mailing or delivering a check therefor to the lessor at Big Piney, Wyoming.

34. Lessor hereby 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 the 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.

35. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to their heirs, executors, administrators, successors and assigns.

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

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed the day and year first above written.

Witness:

Oscar W. Moyle

Elizabeth E. Homer
Lessor

THE MAJOR OIL DEVELOPMENT COMPANY

L. E. Manseau, Pres.

By Keith E. Crouse, Its Secretary.
Lessee.

Attest: Keith E. Crouse, Its Secretary.

(CORPORATE SEAL)

STATE OF UTAH)
)SS.
COUNTY OF SALT LAKE)

On this 3rd day of January, 1939, before me, Oscar W. Moyle, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared ELIZABETH E. HOMER, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Commission expires
Oct. 30, 1940.

(NOTARIAL SEAL)

Oscar W. Moyle, Notary Public in and for said
County and State.