

no default in the performance of any of the conditions of provisions hereof as to any well or wells or any parcel of twenty (20) acres surrounding the same, as hereinbefore provided, shall affect the right of the Lessees or their assigns to continue their possession of operation of any other well or wells situated on any other such parcel of twenty (20) acres, or to use right-of-way necessary for their operations.

30. 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 Lessors hereby appoint Enger K. Chrisman, whose address is, Opal, Wyoming, as such agent with full power in the name and on behalf of the Lessors, and their successors in interest, and of each and every one of them, to examine said land, to grant all consents required from the Lessors, to give all notices required to be given by the Lessors to the Lessees, and to receive all notices required to be given to the Lessors by or under this lease; to inspect all books and records of the Lessees which the Lessors 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 Lessees as hereinabove provided. Should the agent elect to sell said royalty to the Lessees, said agent shall have full power and authority, in the name and on behalf of the Lessors, and their successors in interest, and of each and every one of them, to contract to sell all of such royalty, as hereinbefore provided.

31. The power and authority of such agent shall continue until the owners and holders of at least two-thirds (2/3rds) of the acreage included in this lease shall, in writing, elect another such agent and shall notify the Lessees in writing at 526 Utah Oil Building, Salt Lake City, Utah, of the name and address of such new agent.

32. The delivery of any and all royalty in kind by the Lessees to said agent, or to anyone designated by them in writing and the transaction of any business by the Lessees with said agent, which business said agent may be authorized to transact hereunder, shall be a full acquittance and discharge of the Lessees of and from any and all liability of the Lessors, and to the heirs, executors, and administrators, successors and assigns of the Lessors, each of them for or on account of any such royalty or such business, and the Lessees 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 Lessees to said agent as herein provided.

33. The Lessees shall not be required to recognize or act upon any orders, directions or requirements of the Lessors, and their successors in interest, in any matter or thing concerning which said agent is authorized to act.

34. All royalties and rents payable in money hereunder shall be paid to the Lessors by the Lessees mailing or delivering a check therefor to the Lessors at Opal, Wyoming, or the Lessees may, at their option as herein provided, pay any or all royalties and rents payable in money hereunder to the First National Bank at Kemmerer, Wyoming, its successors and assigns, herein designated by the Lessors as depositary, hereby granting to said depositary full power and authority on behalf of the Lessors and on behalf of the heirs, executors, administrators, successors and assigns of the Lessors, and each of them to collect and receipt for all sums of money due and payable from the Lessees to the Lessors hereunder, and to settle all accounts and accounting of rents and royalties payable in money hereunder. No change in the ownership of the land or minerals covered by this lease and no assignment of rents or royalties shall be binding upon the depositary until it has been furnished with written evidence thereof satisfactory to it.

35. The payment of any and all rents and royalties by the Lessees to the depositary designated herein or to any other depositary hereafter designated by said Lessors, as aforesaid, shall be a full acquittance and discharge of the Lessees of an from any and all liability to the Lessors, and to the heirs, executors, administrators, successors and assigns of the Lessors, and each of them, for any part of such rents or royalties, and the Lessees will not be responsible at any time for the disposition or disbursement by any such depositary of all or any part of any moneys received by it hereunder.

36. Lessors hereby warrant and agree to defend the title to the land herein described and agree that the Lessees, 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.

37. The Lessees agree to furnish bond to fully comply with the Laws of the State of Wyoming.

38. This lease and all its terms, conditions and stipulations shall extend to and be binding on all the successors and assigns of said Lessors or Lessees.

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

WITNESSES:

C. P. Budd

Helen Cope

Enger K. Chrisman

James W. Chrisman
LESSORS

J. H. Morgan

Clarence I. Justheim
LESSEES

STATE OF WYOMING)
)SS.
COUNTY OF SUBLINTE)

On this 9 day of November, 1940, before me Finlay Petrie, a Notary Public in and for the County of Sublette, State of Wyoming, residing therein, duly commissioned and sworn, personally appeared James W. Chrisman and Enger K. Chrisman, his wife, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that they executed the same.