

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 hereinbefore 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.

16. 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.

17. 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.

WITNESS:

Earl L. Payne

H. K. Phillips

Wilma Payne

H. K. Phillips

ACKNOWLEDGMENT TO THE LEASE (Individual)

THE STATE OF OREGON: County of Lane, ss.

On this 15th day of October, 1945, before me personally appeared Earl L. Payne and Wilma Payne, his wife to me personally 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 Seal, this 15 day of October, A. D. 1945.

My commission expires on the 7  
day of March, A. D. 1947.

Harold K. Phillips, Notary Public  
for Oregon

(NOTARIAL SEAL) (Seal)

THE STATE OF \_\_, County of \_\_, ss.

ACKNOWLEDGMENT TO THE LEASE (Individual)

On this day of \_\_, 19 \_\_, before me personally appeared to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that executed the same as 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 Seal, this day of \_\_, A.D. 19 \_\_.

(Seal)

My commission expires on the  
day of \_\_, A. D. 19 \_\_

THE STATE OF \_\_, County of \_\_, ss.

ACKNOWLEDGMENT TO THE LEASE (Corporation)

On this day of \_\_, 19 \_\_, before me personally appeared to me personally known, who, being by me duly sworn, did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board or Directors and said acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this day of \_\_, A. D. 19 \_\_.

My commission expires on the  
day of \_\_, A. D. 19 \_\_

No. 33419

OIL AND GAS MINING LEASE

Martin D. Wardell, et ux <sup>BK 10</sup>  
To <sup>Pls. 87</sup>  
Otis Phillips <sup>me - pg. 87</sup>

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

This instrument was filed for record  
in my office at 11:00 o'clock A.M.  
on the 10th day of December A.D.  
1945 and duly recorded in Book 2 of  
Oil and Gas Leases on Page 46.

Fees, \$3.25

Helen Atwood, County Clerk.

THIS AGREEMENT, Entered into this the 6th day of November 1945, between Martin D. Wardell and Alice Wardell, his wife hereinafter called lessor, and Otis Phillips, 1032 Milam Bldg. San Antonio, Tex. hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid, and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted and leased and hereby grants, leases and lets unto the lessee for the purpose of mining and operating for and producing oil and gas, casinghead gas and casinghead gasoline, laying pipe line, building tanks, storing oil, building powers, stations, telephone lines and other structures thereon to produce, save, take care of and manufacture all of such substances, and for housing and boarding employees, the following described tract of land in Sublette County, Wyoming, to-wit:

SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ , Section 4; E $\frac{1}{2}$ , N $\frac{1}{2}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , Section 9; T. 33 N., R. 110 W.,  
6th P.M.