

date as the same become due and payable or until drilling operations are commenced or production of oil, gas or other mineral is obtained in accordance with the other provisions of this lease and the payment or tender of such rentals at such times shall have the same force and effect as rental payments paid or tendered during the primary term hereinabove mentioned. If rental payments have been suspended under the terms of this lease by reason of the commencement of operations for drilling or on account of the production of oil, gas or other minerals prior to the time Lessee is hindered, delayed or prevented by any such law, order, rule or regulation, Lessee may resume the payment or tender of the annual delay rental on the rental date next ensuing after Lessee has been hindered, delayed or prevented from complying with provisions of this lease as aforesaid, and the resumption of the payment of delay rentals shall have the same force and effect as though rentals had been continuously paid on each rental paying date, and by continuing such rental payments Lessee may extend this lease beyond the primary term for the full period hereinabove mentioned.

If, during the term of this lease, oil, gas or other mineral is discovered upon the leased premises, but Lessee is prevented from producing the same by reason of any of the aforementioned laws, orders, rules or regulations, this lease shall nevertheless be considered as producing and shall continue in full force and effect until Lessee is permitted to produce the oil, gas or other mineral and as long thereafter as such production continues in paying quantities or drilling or reworking operations are continued as elsewhere herein provided.

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that 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.

11. Lessors hereby release and waive all rights of homestead.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESSES:

Archie Neil

Anderson L. McGinnis

Delia McGinnis

Carl Pfaff

STATE OF WYOMING)
)SS.
County of Lincoln)

On this 25th day of January, 1945, before me personally appeared Anderson L. McGinnis and Delia McGinnis, 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 affect of signing and acknowledging the said instrument.

Given under my hand and Notarial seal this 25th day of January, A. D. 1945.

My commission expires
Dec. 30th, 1947

Archie Neil, Notary Public

(NOTARIAL SEAL)

STATE OF WYOMING)
)SS.
County of Lincoln)

On this 25th day of January, 1945, before me personally appeared Carl Pfaff to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his 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 affect of signing and acknowledging the said instrument.

Given under my hand and Seal this 25th day of January, A. D., 1945.

My commission expires
Dec. 30th, 1947.

Archie Neil, Notary Public

(NOTARIAL SEAL)

STATE OF WYOMING,)
)SS.
County of Lincoln)

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

Given under my hand and ___ this ___ day of ___, A. D., 19___.

My commission expires

_____, Notary Public

