

or any part thereof, or may surrender this lease, or any part thereof, by delivering or mailing a release to Lessor, or recording a release in the proper county, and shall thereupon be released from all the obligations of this lease except as to any part retained.

If the leased premises are now, or shall hereafter be, owned in severalty or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among, and paid to, such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage; Provided, however, if the leased premises consist of two or more non-contiguous tracts, this paragraph shall apply separately to each such non-contiguous tract, and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease, this paragraph shall be inoperative as to such portion so consolidated.

If at any time there be as many as ten parties entitled to rentals or royalties, Lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the Lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and the respective successors in title.

This lease shall not be terminated or be subject to cancellation or forfeiture in whole or in part and the Lessee shall not be held liable in damages in the event of any failure or delay of Lessee incident to compliance with the terms, provisions, conditions, limitations, or covenants of this lease, whether express or implied, if such failure or delay result directly or indirectly from compliance with, or in obedience to, any federal or state law, executive order, rule or regulation or because of any interference flowing from war or other causes beyond the control of Lessee, whether similar or dissimilar to those just stated. If at the end of the primary term hereof the lease has not been extended by production and the Lessee by reason of any of the above causes is unable to conduct drilling or reworking operations on the leased premises, the primary term and rental provision hereof shall be, and it is hereby, extended automatically from year to year until the first anniversary hereof occurring ninety (90) days or more following the removal of preventing or delaying causes, but such extension shall not be for a period of more than five (5) years additional. After production has been had, if the Lessee is unable to produce or market at the wells any products from the leased premises by reason of any of the above causes, then during any such period or periods this lease shall nevertheless remain in full force and effect; provided nothing herein shall impair the right of the Lessee to keep this lease in force and effect by the payment of the fixed royalty provided for herein where gas is not sold or used from gas wells.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to pay for Lessor, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof, and Lessor hereby agrees that any such payments made by the Lessee for the Lessor may be deducted from any amounts of money which may become due the Lessor under the terms of this lease.

Should any one or more of the parties named above as Lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

The undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, in so far as said rights may in any way affect the purpose for which this lease is made as recited herein.

In Testimony whereof, we sign, as of the day and year first above written.

WITNESS:

F. R. Hersee

Inez P. Finnegan

(SEAL)

Edward D. Finnegan

(SEAL)

The Pure Oil Company  
an Ohio Corporation

(SEAL)

(SEAL)

By H. C. O. Clarke  
Its Attorney-in-Fact

(SEAL)

STATE OF WYOMING )  
)ss.  
County of Sublette)

On this 22nd day of September, 1945, before me, personally appeared Edward D. Finnegan and Inez P. Finnegan, 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 seal the day and year in this certificate first above written.

My Commission expires  
10 May 1948.

Nelse P. Christensen NOTARY PUBLIC

(NOTARIAL SEAL)

STATE OF MONTANA )  
)ss.  
County of Yellowstone)

On this 6th day of October, 1945, before me, personally appeared H. C. O. Clarke, to me known to be the person who executed the foregoing instrument in behalf of The Pure Oil Company and acknowledged that he executed the same as the free act and deed of said The Pure Oil Company.

Given under my hand and seal the day and year in this certificate first above written.

My Commission expires  
Oct. 14, 1947

Mrs. Alice B. Reid Notary Public  
Residing at Billings, Montana

(NOTARIAL SEAL)