

18. All express and implied covenants of this lease shall be subject to all federal and state laws, executive orders, rules and regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages for failure to comply therewith if compliance is prevented by or if such failure is the result of any such law, order, rule or regulation, or if such compliance is prevented by or failure is the result of inability of lessee through no fault of its own, to obtain sufficient and satisfactory material and equipment to justify the commencement of drilling operations or to continue production of oil or gas from the leased premises.

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

20. With respect to and for the purposes of this lease lessor, and each of them if there be more than one, hereby release and waive the right of homestead.

21. All rentals and royalties, or other payments, provided for by this lease are payment and satisfaction for the lease of the entire mineral estate in such lands and a deposit of said sums with the First National Bank of Kemmerer, Wyoming, of the District Court in and for Sublette County, Wyoming, to be paid to the owners of said mineral estate as their respective interests and ownerships shall be established, shall be full and complete performance of the obligation of lessee to pay rentals and royalties hereunder.

22. Lessor by mesne conveyances is the present holder and owner of that certain Oil and Gas lease, between lessee and J. Gordon Morgan, bearing date of 1st day of April 1938; this lease is intended to, and shall take effect immediately upon the securing of such lease; or a similar lease, on the entire mineral interest in said described land, and nothing in this lease contained shall be construed as a surrender or relinquishment of said prior lease until such new lease shall become fully effective.

WHEREOF witness our hands as of the day and year first above written.

WITNESSES:

<u>Joseph A. Minton</u>	Lessor
<u>J. Gordon Morgan</u>	Lessor
<u>Fred McCourt</u>	Lessor
<u>Albert R. Mau</u>	Lessor
<u>Ernest B. Hitchcock</u>	Lessor
WESTERN OIL REFINING COMPANY	Lessee
By <u>Patrick J. Quealy</u> President	Lessee

ATTEST: Ivan S. Jones Secretary

(CORPORATE SEAL)

THE STATE OF Colorado )  
:SS.  
COUNTY OF Weld )

On this 28th day of August, 1947, before me personally appeared Fred McCourt 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.

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

My Commission expires:  
Oct. 3, 1949.

Victor W. Conner Notary Public

(NOTARIAL SEAL)

THE STATE OF WYOMING )  
: SS.  
COUNTY OF NATRONA )

On this 26 day of August, 1947, before me personally appeared J. Gordon Morgan 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.

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

My Commission expires:  
June 20, 1948.

Hannah J. Seidel Notary Public

(NOTARIAL SEAL)

THE STATE OF \_\_\_\_\_ } SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_, 1947, before me personally appeared Charles Lackey 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.

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

\_\_\_\_ Notary Public

My Commission expires: \_\_\_\_\_.

THE STATE OF Wyoming )  
:SS.  
COUNTY OF Lincoln )

On this 4th day of October, 1947, before me personally appeared Albert Mau 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.