

9. All express and implied covenants of this lease, both before and after production is obtained upon the leased premises, shall be subject to all acts of God, war, weather, labor disputes, shortages of equipment or material, Federal and State laws, executive orders, rules and regulations, and notwithstanding anything herein to the contrary, this lease shall not expire, terminate or be forfeited in whole or in part, nor shall Lessee be liable for damages for failure to comply with any of said covenants so long as or if compliance therewith is hindered, delayed or prevented by any of said causes or such law, order, rule or regulation. If compliance with any of the provisions of this lease, either expressed or implied, is hindered, delayed or prevented by reason of any such cause, law, order, rule or regulation at the expiration of the primary term, the primary term shall be and the same is hereby extended for the full term of such hindrance, delay or prevention and for a period of one (1) year after such law, order, rule or regulation causing or resulting in the delay, hindrance or prevention has as to the lands herein leased become wholly ineffective. Prior to the discovery of oil, gas or other mineral upon the leased premises the extension herein granted shall be ineffective unless Lessee shall, during the primary term and during the period of such hindrance, delay or prevention, commence or continue to pay or tender the annual delay rentals hereinabove mentioned as to all lands then subject to this lease on each anniversary rental paying date as the same become due 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 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.

Notwithstanding anything herein to the contrary, if, while this lease is in effect, 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 causes, laws, orders, rules or regulations, or for any reason beyond the control of Lessee, this lease shall nevertheless be considered as producing and shall continue in full force and effect (without payment of delay rentals either during or after the primary term) until Lessee is permitted to produce the oil, gas or other mineral, and when Lessee is permitted to produce, then this lease shall continue in force and effect as long thereafter as such production continues or drilling or reworking operations are conducted as elsewhere herein provided.

10. If six or more persons be or become entitled to rentals or royalties hereunder, they shall, by a sufficient written instrument, designate an agent to receive payment for all, and Lessee shall not be required to make any payment until furnished with such instrument.

11. Lessor hereby warrants and agrees to defend the title to said land. Lessee may, without being obligated so to do, pay and discharge any taxes or other obligations, or any part thereof, or interest thereon, secured by a lien upon all or any part of said land, including any purchase money or interest thereon owing to the State, and shall thereupon be subrogated to the rights of the holder of such lien, and may, in addition to the usual remedies thereon, retain a sufficient amount of the rentals or royalties, at any time payable hereunder, to reimburse the Lessee for such payment. If the Lessor at any time disputes, by suit or otherwise, the Lessee's title or right of occupancy of said land for the purposes of this lease, or if, during the term hereof, any third party disputes, by suit or otherwise, the Lessor's title to said land or right to receive any payment provided for herein, the time during which such dispute or suit shall exist or pend shall not be counted against the Lessee for any purpose, and Lessee may suspend all payments and operations hereunder until such suit or dispute is terminated.

12. This lease shall be binding upon all who execute it, whether or not named in the body hereof as Lessors, and without regard to whether this instrument, or any similar instrument, shall be executed by any of the other Lessors named above.

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

*John C. Budd*  
*Lula A. Budd*  
*Joseph L. Budd*  
*Ruth F. Budd*  
JOHN C. BUDD  
LULA A. BUDD  
JOSEPH L. BUDD  
RUTH F. BUDD

### ACKNOWLEDGMENT (Wyoming—Husband & Wife)

STATE OF Wyoming  
COUNTY OF Sublette } ss.

On this 31st day of May, 19 57, before me personally appeared JOHN C. BUDD and LULA A. BUDD, husband and wife; JOSEPH L. BUDD and RUTH F. BUDD, husband and wife, to me known to be the person s. 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 31st day of May, 19 57  
My commission expires My Commission expires March 4, 1958

*H. Wayne Ashcraft*  
Notary Public

OIL AND GAS LEASE

FROM

59608

RECORDED August 7 1957 10:45 AM  
IN BOOK 1708 of 2 Page 105  
FEES \$ 1.50  
SUBLETTE COUNTY, PINEDALE, WYOMING

State of Wyoming } ss.  
County of Sublette

This instrument was filed for record on the

day of May, 19 57,

at 10:45 o'clock M. and duly recorded

in Book 1708 of 2, Page 105, of the records  
of this office.

County Clerk—Register of Deeds.

By H. Wayne Ashcraft Deputy

When recorded return to

1-57  
HAYWOOD-ROBINSON PLS. CO., DENVER

### ACKNOWLEDGMENT (Nebraska)

STATE OF Nebraska } ss.  
COUNTY OF Nebraska

On this 31st day of May, 19 57, before me, a notary public in and for said county, personally came the above named JOHN C. BUDD and LULA A. BUDD, husband and wife; JOSEPH L. BUDD and RUTH F. BUDD, husband and wife, who (is are) personally known to me to be the identical (person persons) whose (name names) (is are) affixed to the above instrument as (lessor lessors) and (he they) acknowledged said instrument to be (his their) voluntary act and deed.

Witness my hand and notarial seal, the date last aforesaid.

My commission expires on the 31st day of May, 19 57.

Notary Public

### COLORADO ACKNOWLEDGMENT

STATE OF Colorado } ss.  
COUNTY OF Colorado

The foregoing instrument was acknowledged before me this 31st day of May, 19 57, by

WITNESS my hand and official seal.

My commission expires March 4, 1958

Notary Public

P. O.

BS