

14. This lease shall never be forfeited or cancelled for breach of implied covenant until it shall have been finally judicially determined that such breach exists and Lessee shall have failed within a reasonable time of such final determination, to remedy such breach.

14. This lease shall terminate if Lessor has failed within a reasonable time of such final determination, to remedy such breach.

15. Lessor warrants and agrees to defend the title to the lands hereinabove described.

It is Lessor's expressed intent to lease hereunder all of the interest which he may now or from time to time hereafter during the term of this lease hold or claim in the oil, gas, and other minerals in, under, or that may be produced from the described premises whether or not such interest is presently vested in Lessor, or is to become vested upon the happening of a future occurrence or is not now owned or claimed by Lessor but is subsequently and during the term of this lease acquired by him. Rentals and royalties payable hereunder on accounts of such subsequent acquisition shall be payable by Lessee only after submission of evidence of such acquisition in the same manner and subject to the same terms and conditions as are provided in Section 6 with respect to change in ownership of leased premises.

Lessor hereby assigns the right to acquire for its own benefit deeds, leases, or assignments covering any interest or claim in the leased premises which Lessee or any other party holds or claims, which assignment shall be valid and enforceable against Lessor.

[illegible]

16. Lessee hereby is given the right to acquire for its own benefit deeds, leases, and other interests in real property, whether or not the same are then outstanding and is not covered hereby and even though such outstanding interest or claim be invalid or adverse to Lessor.

17. This lease shall not expire, terminate or be forfeited in whole or in part nor shall Lessee be liable in damages for failure of Lessee to comply with any express or implied covenants hereunder so long as compliance therewith is hindered, delayed, prevented or interrupted by force majeure. The term "force majeure", as used herein, shall mean and include state and federal statutes, all orders, rules and regulations of any governmental body (either federal, state or municipal) fire, storm, flood, war, rebellion, riots, strikes, differences with workmen and acts of God, breakage or failure of machinery or equipment, inability to obtain material or equipment or the authority to use the same [after effort in good faith], failure of pipe lines normally used to transport or furnish facilities for transportation or any other cause (whether similar or dissimilar) beyond the reasonable control of Lessee.

18. At any time to release and surrender this lease as to all or any part of the leased premises by delivering to Lessor or placing of record a release or termination of this lease, Lessee shall be bound to pay to Lessor, in advance, the full rental for the term of this lease, less any amount already paid by Lessee to Lessor for such rentals provided for herein shall thereupon be deemed to have been paid in full and no further rentals shall be due to Lessor.

18. Lessee shall have the right at any time to release and surrender this lease as to all or any part of the leased premises by delivering to Lessor or placing of record a release or releases describing the lands desired to be surrendered and thereupon all obligations of Lessee hereunder as to such lands shall cease and delay rentals provided for herein shall thereafter be payable in the proportion that Lessor's interest in the oil, gas and other minerals remaining subject to the lease bear to the full fee simple interest in the oil, gas and other minerals in the entire leased premises, as above described.

19. All rental payments payable under this lease may be made to Adelaide M. Munn, one of the above named Lessors in the manner herein stated.

19. All rental payments payable by the above named Lessor in the manner herein stated.

20. This lease shall be binding upon any party subscribing the same regardless of whether such party is a named Lessor and regardless of whether all named Lessors sign.

21. The undersigned hereby release and waive all rights under the homestead exemption laws of the state in which the leased premises are located.

22. Covenants herein shall run with the land.

IN WITNESS WHEREOF, this instrument is executed the day and year first above written.

Adelaide M. Munn
Adelaide M. Munn

STATE OF } ss
COUNTY OF

WYOMING ACKNOWLEDGMENT—CORPORATION

COUNTY OF _____

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 official seal the day and year first herein written.
My commission expires....., 19.....

Notary Public

STATE OF CALIFORNIA } ss.
COUNTY OF Monterey }

WYOMING ACKNOWLEDGMENT—INDIVIDUAL

COUNTY OF _____, 19 60, before me personally appeared Adele Latta,
On this 3 day of May,
Munn, a single woman, to me known to be the person described in and who executed the foregoing instrument
and acknowledged that she executed the same as her free act and deed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST HEREIN WRITTEN.

My commission expires _____, 19____

Notary Public

STATE OF } ss
COUNTY OF }

WYOMING ACKNOWLEDGMENT—MAN AND WIFE

COUNTY OF _____, 19_____, before me personally appeared _____, to me 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. _____, 19_____.

Given under my hand and seal this..... day of....., 19.....

My commission expires: - - -

.....
Notary Public

61126

FIRST NAT'L BANK & TRUST CO