

9. Lessee may at any time or times unitize this lease and the lands covered hereby, in whole or in part, or as to any stratum or strata, with other lands and leases in the same field, so as to constitute a unit or units, whenever, in Lessee's judgment, required to promote or encourage the conservation of natural resources by facilitating an orderly or uniform well spacing pattern; a cycling, pressure-reducing or secondary recovery program; or any cooperative or unit plan of development or operation approved by the Secretary of the Interior of the United States. The size of any such unit may be increased by including acreage believed to be productive, and decreased by excluding acreage believed to be unproductive, or the owners of which fail or refuse to join the unit, but any increase or decrease in Lessor's royalties resulting from any such change in any such unit, shall not be retroactive. Any such unit may be established, enlarged, or diminished, and, in the absence of production therefrom, may be abolished and dissolved, by filing for record an instrument so declaring, a copy of which shall be delivered to Lessor or to the depository bank. Drilling or reworking operations upon, or production of oil or gas from any part of such unit shall be treated and considered, for all purposes of this lease, as such operations upon or such production from this lease. Lessee shall allocate to the portion of this lease included in any such unit a fractional part of all production from any part of such unit, on one of the following bases: (a) the ratio between the participating acreage in this lease included in such unit and the total of all participating acreage included in such unit; or (b) the ratio between the quantity of recoverable production underlying the portion of this lease included in such unit and the total of all recoverable production underlying such unit; or (c) any other basis approved by State or Federal authorities having jurisdiction thereof. Upon production from any part of such unit, Lessor herein shall be entitled to the royalties in this lease provided, on the fractional part of the unit production so allocated to that portion of this lease included in such unit, and no more.

10. Lessor warrants and agrees to defend the title to said land, or to the undivided interest therein (if any) specifically described in Paragraph 1 hereof. The royalties hereinabove provided are determined with respect to the entire mineral estate in oil and gas and if Lessor owns a lesser interest, the royalties to be paid Lessor shall be reduced proportionately. Lessee at its option may purchase or discharge in whole or in part any tax, mortgage or other lien upon said land, or may redeem the same from any purchaser at any tax sale or adjudication, and may reimburse itself from any rentals and royalties accruing hereunder and shall be subrogated to such lien with the right to enforce same.

11. This lease shall be binding upon all who execute it, whether or not they are named in the granting clause hereof and whether or not all parties named in the granting clause execute this lease. All the provisions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessee.

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

LESSOR SIGN HERE

85682

*x Jean M. (Muir) Miller*  
Jean M. (Muir) Miller

*Marvin O. Miller*  
Marvin O. Miller

RECORDED February 5 1964 9:00 A.M.  
IN BOOK 32 PAGE 395  
FEES \$175 ~~175~~ Sublette County Clerk  
SUBLETTE COUNTY, PINEDALE, WYOMING

STATE OF California ss.

ACKNOWLEDGMENTS

On this 10 day of January in the year 1964, before me, the undersigned, a Notary Public, personally appeared Jean M. (Muir) Miller and Marvin O. Miller

(known to me) (proved to me on the oath of Terrie L. Norden) to be the identical person S. described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the purpose and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires December 26, 1967

Notary Public

residing at Contra Costa County, California

STATE OF California ss.

COUNTY OF Contra Costa

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STATE OF California ss.

COUNTY OF Contra Costa

This instrument was filed for record on the 10 day of January, 1964 at o'clock, M., and duly recorded in Book 32 Page 395, of the records of this office.

County Clerk - Register of Deeds

By Terrie L. Norden Deputy

Return to Contra Costa County, California