

9. The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the parties hereto, but no change or division in ownership of the land, rentals, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land, or any interest therein, shall be binding on Lessee until Lessee shall be furnished with a certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance, or sale of said rights. In event of the assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable among the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

10. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or 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 obtain material, failure of transportation, or other cause beyond the control of Lessee.

If, during the term of this lease, oil or gas or other hydrocarbons or other mineral is discovered upon the leased premises, but Lessee is prevented from producing the same by reason of any of the causes set out in this Section, this lease shall nevertheless be considered as producing and shall continue in full force and effect until Lessee is permitted to produce the oil, gas, other hydrocarbons, or other mineral and as long thereafter as such production continues in paying quantities or drilling or reworking operations are continued as elsewhere herein provided.

11. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately.

12. Lessors hereby release and waive all rights of homestead.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns. This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

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

WITNESSES:

Robert L. Miller

Mildred M. Miller

OIL, GAS AND MINERAL LEASE		FROM	TO	Date	19	Section	Township	Range	County, Wyoming	No. of Acres	Term	STATE OF WYOMING	County of	ss.	
This instrument was filed for record on the _____ day of _____, 19_____, at _____ o'clock M., and duly recorded in book _____ page _____ of the records of this office.															
County Clerk—Register of Deeds.															
By _____ Deputy.															
Record and Mail to:															

STATE OF ~~WYOMING~~ ARIZONA

County of *Mesa* } SS.

March

14th

On this *14th* day of *March*, 19*66*, before me personally appeared *Robert L. Miller & Mildred M. Miller, Husband and Wife*

to me known to be the person _____ described in and who executed the foregoing instrument, and acknowledged that *he* _____ 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 effect of signing and acknowledging the said instrument.

Given under my hand and *seal* this *14th* day of *March*, A.D., 19*66*.

My commission expires *3-24-69*

M. Kathryn Jackson

Notary Public.

STATE OF WYOMING

County of } SS.

Wyoming Individual

On this _____ day of _____, 19_____, before me personally appeared

to me known to be the person _____ described in and who executed the foregoing instrument, and acknowledged that *he* _____ 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 effect of signing and acknowledging the said instrument.

Given under my hand and this day of _____, A.D., 19_____. A.D., 19*66*.

My commission expires _____

Notary Public.

STATE OF WYOMING

County of } SS.

Wyoming Corporation

On this _____ day of _____, 19_____, before me personally 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 this day of _____, A.D., 19_____. A.D., 19*66*.

My commission expires _____

Notary Public.