

17a. The Lessee shall not make any partial assignments out of this lease for purposes of resale without the written consent of the Lessor.

18. It is agreed that this lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, lessee is given a reasonable time therefrom to comply with any such covenants, conditions, or stipulations.

19. 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 damage 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.

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

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

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

*Ruth S. Mershon*  
Ruth S. Mershon

*Willis C. Mershon*  
Willis C. Mershon

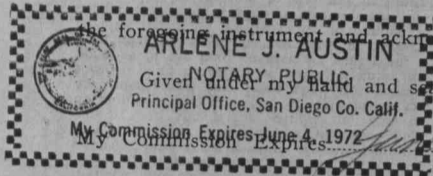
#### ACKNOWLEDGMENT

STATE OF California } ss.  
County of San Diego

On this 26th day of September, 1969, before me personally appeared Ruth S.

Mershon & Willis C. Mershon 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.



Given under my hand and seal this 26th day of September, 1969

My Commission Expires June 4, 1972

*Arlene J. Austin*  
Notary Public.

#### ACKNOWLEDGMENT—MAN AND WIFE

STATE OF CALIFORNIA } ss.  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of September, 1969, before me personally appeared Willis C.

Mershon and Ruth S. Mershon 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 \_\_\_\_\_ day of September, 1969

My Commission Expires \_\_\_\_\_

Notary Public.

OIL AND GAS LEASE

FROM

TO

No. 117689

State of California } ss.  
San Diego County

This instrument was filed for record on the  
17th day of October, 1969  
at 9:00 o'clock A.M., and duly recorded  
in Book 44, Page 265, of the records  
of this office.

*Robert W. Brown*  
County Clerk—Register of Deeds.

By Robert W. Brown

When recorded return to

Depository

5-60

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#### COLORADO ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ } ss.  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_

WITNESS my hand and official seal

My Commission Expires \_\_\_\_\_

Notary Public.

P. O. \_\_\_\_\_