

12. This lease shall not be terminated in whole or in part, nor shall LESSEE be held liable in damages for failure to comply with the express and implied covenants hereof if compliance therewith is prevented by, or is contrary to, or in conflict with or if such failure is a result of, any Federal or State laws, executive orders, rules, or regulations, whether valid or invalid, or any other cause beyond the reasonable control of LESSEE. If, at the end of the primary term, this lease has not been extended by production or drilling as hereinabove provided for and LESSEE, by reason of any of the above causes, is unable to drill a well on leased premises, the primary term hereof automatically shall be extended from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause.

13. This lease shall continue in full force for so long as there is a well or wells on leased premises capable of producing oil or gas, even though all such wells are shut in and not produced by reason of the lack of a market acceptable to LESSEE, by reason of Federal or State laws, executive orders, rules or regulations (whether or not subsequently determined to be invalid), or for any other reasons beyond the reasonable control of LESSEE.

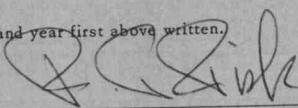
14. LESSEE hereby is given the right at its option, at any time and from time to time during the life of this lease, but in no event after twenty (20) years from the date hereof, and whether before or after production, to pool for development and operation purposes all or any part or parts of leased premises or rights therein with any other land in the vicinity thereof, or with any leasehold, operating or other rights or interests in such other land so as to create units of such size and surface acreage as LESSEE may desire but containing not more than 80 acres plus 10% acreage tolerance; provided, however, a unit may be established hereunder containing not more than 640 acres plus 10% acreage tolerance if unitized only as to gas rights or only as to gas and condensate; and provided further that if at any time any governmental rule, regulation or order shall prescribe a spacing pattern for the development of an area embracing leased premises or any portion thereof, or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be permitted in such allocation of allowable. Each unit shall be created by LESSEE'S recording an instrument describing or otherwise identifying the unit so created and specifying the mineral or horizon so pooled, if so limited. Operations on any part of any lands so pooled shall, except for the payment of royalties, be considered operations on leased premises under this lease and, notwithstanding the status of a well at the time of pooling, such operations shall be deemed to be in connection with a well which was commenced on leased premises under this lease. The term 'operations' as used in the preceding sentence shall include, without limitation, commencing, drilling, testing, completing, reworking, recompleting, deepening or plugging back a well, or the production of oil or gas, or the existence of a shut in well capable of producing oil or gas. There shall be allocated to the portion of leased premises included in any such pooling such proportion of the actual production from all lands so pooled as such portion of leased premises, computed on an acreage basis, bears to the entire acreage of the lands so pooled. The production so allocated shall be considered for the purpose of payment or delivery of royalty to be the entire production from the portion of leased premises included in such pooling in the same manner as though produced from such portion of leased premises under the terms of this lease. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty or leasehold interests in lands within the unit which are not effectively pooled or unitized.

15. It is distinctly understood and agreed that no rentals to defer the commencement of drilling operations are payable hereunder, and that the consideration first herein recited covers and is consideration for the deferral of drilling operations during the entire primary term and any and all other rights herein conferred.

16. LESSOR hereby expressly relinquishes dower and releases and waives all rights under and by virtue of the homestead exemption laws of the state wherein leased premises are situated insofar as the same in any way may affect the purpose for which this lease is made.

17. This lease shall be binding upon each party executing same regardless of whether or not executed by all owners of the above described land or by all persons above named as "LESSOR", and notwithstanding the inclusion above of other names as "LESSOR", this term as used in this lease shall mean and refer only to such parties as execute this lease and their successors in interest.

IN WITNESS WHEREOF, this instrument is signed and sealed as of the day and year first above written.



Social Security or I.D. Number:

ROY FISK

Carolyn B. Fisk

Social Security or I.D. Number:

CAROLYN B. FISK

Social Security or I.D. Number:

Social Security or I.D. Number:

Social Security or I.D. Number:

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WYOMING)
COUNTY OF SUBLETTE)
ss.

INDIVIDUAL ACKNOWLEDGMENT

I, W.H. FLOERKE, a Notary Public in and for said County and State, do hereby certify that ROB FISK AND CAROLYN B. FISK, to me personally known, and known to me to be the same person S described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that They executed and delivered the same as THEIR free and voluntary act and deed, for the uses, purposes and consideration therein expressed, including the relinquishment of dower and homestead.

Given under my hand and official seal this 23rd day of SEPTEMBER, 1969.

W.H. Flocrke
Notary Public in and for said County and State, residing at
BONOURANT, Wyo.

INDIVIDUAL ACKNOWLEDGMENT

Given under my hand and official seal this 23rd day of SEPTEMBER, 1969.

Given under my hand and official seal this 23rd day of SEPTEMBER, 1969.

Notary Public in and for said County and State, residing at

My Commission Expires: _____

WHEN RECORDED RETURN TO:

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 _____
County of _____ State of _____