



9. Lessee shall not be liable for delays or defaults in its performance of any agreement or covenant hereunder due to force majeure. The term "force majeure" as employed herein shall mean: any act of God including but not limited to storms, floods, washouts, landslides and lightning; acts of the public enemy; wars, blockades, insurrections or riots; strikes or lockouts; epidemics or quarantine regulations; laws, acts, orders or requests of federal, state, municipal or other governmental officers or agencies under color of authority; freight embargoes or failures; exhaustion or unavailability or delays in delivery of any product, labor, service or material. If lessee is required, ordered or directed by any Federal, State or municipal law, Executive order, rule, regulation or request enacted or promulgated under color of authority to cease drilling operations, mining operations, reworking operations or producing operations on the land covered by this lease, or if lessee by force majeure is prevented from conducting drilling operations, mining operations, reworking operations or producing operations, then until such time as such law, order, rule, regulation, request or force majeure is terminated and for a period of ninety (90) days after such termination each and every provision of this lease that might operate to terminate it or the estate conveyed by it shall be suspended and inoperative and this lease shall continue in full force. If any period of suspension occurs during the primary term, the time thereof shall be added to such term.

12. Other provisions hereof notwithstanding, this lease does not cover minerals other than oil, other liquid hydrocarbons (including sulphur components produced therewith), gas and their constituent elements. As used herein, the term "gas" means all gases (combustible and non-combustible), including, but not limited to, all gaseous hydrocarbons, gaseous compounds, carbon dioxide and helium.

13. Beginning with the first anniversary date of this lease next ensuing after production of oil and/or gas is obtained, for each year this lease is continued in force by production, if the total royalty paid by Lessee for such year is less than a sum equal to one dollar (\$1.00) per acre for each acre on which the lease is in force at the beginning of the particular year, Lessor shall be paid the difference as additional royalty following expiration of each such year. In consideration of such additional royalty, it shall be construed that such production during the lease year for which such additional royalty is paid was in paying quantities. Payment, or tender, may be made in the same manner as provided in this lease for payment of delay rentals. IN WITNESS WHEREOF, we sign the day and the year first above written.

Edith I. Roundtree  
Edith I. Roundtree  
Virble C. Roundtree  
Virble C. Roundtree

COLORADO ACKNOWLEDGMENT

STATE OF WASHINGTON } ss.  
County of \_\_\_\_\_ }  
The foregoing instrument was acknowledged before me this 27 day of April, 1977, by Edith I. Roundtree and Virble C. Roundtree, her husband

Witness my hand and official seal.  
My Commission Expires 12-18-77  
Notary Public.

Received and Forwarded, as Agent, FOR COLLECTION AND REMITTANCE, pay to the order of any Bank or Banker. All Prior endorsements guaranteed. MA 23 1977 SECURITY NATIONAL BANK ROSWELL, NEW MEXICO

P. O. 6232 Othello, Wash 99207  
5-23-77

Notary Public  
Signature: J. W. Adams

Form with fields for: No. C2001B, OIL, GAS AND MINERAL LEASE, Edith I. Roundtree, Virble C. Roundtree, Mobil Oil Corporation, Filed for Record this the 10th day of June, A.D. 1977, at 9:13 o'clock A.M., By Jean DeLoeff, County Clerk, Recorded 6-10-77, in Montzuma, County, Per 479, RETURN TO MOBIL OIL CORPORATION, THREE GREENWAY PLAZA EAST, SUITE 800, HOUSTON, TEXAS 77046, 4.000.