

11. Lessee shall comply with all laws and regulations of any Governmental body purporting to exercise taxing authority over the lands covered by this lease or the person of the lessor herein and in so complying lessee shall not be responsible for determining the legality, validity or constitutionality of any such law or regulation enacted or issued by any such Governmental body. In determining the residence of lessor for purposes of complying with such laws, or regulations lessee may rely upon the address of lessor herein set forth or upon the last known address of lessor. Neither any error in the determination of the residence or status of lessor nor an error in the payment of any sums of money due or payable to lessor under the terms of this lease which is made during the course of or as a result of lessee's good faith efforts to comply with any such laws or regulations shall terminate this lease or constitute grounds for any cause of action against lessee. All of lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with any thereof is prevented or hindered by or is in conflict with Federal, State, County, or municipal laws, rules, regulations or Executive Orders asserted as official by or under public authority claiming jurisdiction, or Act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or transportation thereof, war, strikes, lockouts, riots, or other conditions or circumstances not wholly controlled by lessee, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages for failure to comply with any such obligations or covenants if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities. The time during which lessee shall be prevented from conducting drilling or reworking operations during the primary term of this lease, under the contingencies above stated, shall be added to the primary term of the lease; provided, however, that delay rentals as herein provided shall not be suspended by reason of the suspension of operations and if this lease is extended beyond the primary term above stated by reason of such suspension, lessee shall pay an annual delay rental on the anniversary dates hereof in the manner and in the amount above provided.

12. Should any person, firm or corporation have an interest in the above-described land not leased to lessee, or should any one or more of the parties named above as lessors not execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

13. The undersigned lessors for themselves and their heirs, successors, and assigns, hereby expressly release and waive all rights under and by virtue of the homestead exemption laws of said state, insofar as the same may in any way affect the purposes for which this lease is made as recited herein.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

R.P. Flynn & Sons, A Nebraska Partnership
R.P. Flynn & Sons by W Eugene Flynn
Kathleen O. Flynn
 Kathleen O. Flynn

W. Eugene Flynn
 W. Eugene Flynn

ACKNOWLEDGMENTS

STATE OF Nebraska }
 COUNTY OF Washington } ss.

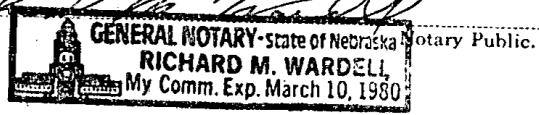
INDIVIDUAL, North Dakota, South Dakota, Nebraska

On this _____ day of October, 19 79, before me, personally appeared _____

W. Eugene Flynn & Kathleen O. Flynn, to me known to be the person S described in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

My commission expires: 3-10-80

Richard M. Wardell



STATE OF _____ }
 COUNTY OF _____ } ss.

INDIVIDUAL, North Dakota, South Dakota, Nebraska

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 to me that _____ executed the same as _____ free act and deed.

My commission expires: _____

Notary Public.

No. _____	Oil and Gas Lease	FROM	TO	Dated <u>September 2</u> , 19 <u>79</u>	No. Acres _____	County <u>Washington</u>	Term <u>#1904</u>	This instrument was filed for record on the <u>2</u> day of <u>Nov</u> , 19 <u>79</u> , at <u>11</u> o'clock <u>P</u> . M., and duly recorded in Book <u>125</u> , Page <u>169-170</u> of the records of this office.	By <i>Charlotte S. Peterson</i> Register of Deeds. <i>Deputy Mary</i> Deputy When recorded return to _____
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STATE OF _____ }
 COUNTY OF _____ } ss.

CORPORATE, North Dakota, South Dakota, Nebraska

On this _____ day of _____, in the year _____, before me, a Notary Public, personally appeared _____

known to me to be the _____ of the Corporation that is described in and that executed the within instrument and acknowledged to me that such Corporation executed the same.

My commission expires: _____

Notary Public.