

# RECREATED for Legibility Purposes

## 1953 OIL & GAS

### The Humble Oil & Refinery Company

#### LEASE AGREEMENT

1953 NOVEMBER 13<sup>TH</sup> INSTRUMENT NO. 29157 BOOK 1168 PAGES 298-303; VENTURA COUNTY OFFICIAL RECORDS. OIL AND GAS LEASE. THIS AGREEMENT, MADE AND ENTERED INTO THIS 2ND DAY OF NOVEMBER 1953 BY AND BETWEEN MAX MANSDORF, A SINGLE MAN PARTY OF THE FIRST PART, HEREIN STYLED "LESSOR," AND JOSEPH M. GROSS PARTY OF THE SECOND PART, HEREIN STYLED "LESSEE,"

WITNESSETH: THAT FOR AND IN CONSIDERATION OF \$1200.00 DOLLARS LAWFUL MONEY OF THE UNITED STATES OF AMERICA, TO THE LESSOR PAID, AND OF OTHER VALUABLE CONSIDERATIONS, THE RECEIPT OF ALL OF WHICH IS HEREBY ACKNOWLEDGED, AND IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS HEREINAFTER CONTAINED BY THE LESSEE TO BE KEPT AND PERFORMED, THE LESSOR HAS GRANTED, LEASED, LET AND DEMISED, AND BY THESE PRESENTS DOES GRANT, LEASE, LET AND DEMISE UNTO THE LESSEE, ITS GRANTEES, SUCCESSORS AND ASSIGNS, THE LAND AND PREMISES HEREINAFTER DESCRIBED, WITH THE SOLE AND EXCLUSIVE RIGHT TO THE LESSEE TO DRILL FOR PRODUCE, EXTRACT, TAKE AND REMOVE OIL, GAS, ASPHALTUM AND OTHER HYDROCARBONS (AND WATER WITHOUT COST FOR ITS OPERATIONS) **PER SAID PREMISES** FROM, AND TO STORE THE SAME UPON, SAID LAND DURING THE TERM HEREINAFTER PROVIDED, WITH THE RIGHT OF ENTRY THEREON AT ALL TIMES FOR SAID PURPOSES, AND TO CONSTRUCT, USE, MAINTAIN, ERECT, REPAIR AND REPLACE THEREON AND TO REMOVE THEREFROM ALL PIPE LINES, TELEPHONE AND TELEGRAPH LINES, TANKS, MACHINERY, BUILDINGS AND OTHER STRUCTURES WHICH THE LESSEE MAY DESIRE IN CARRYING ON ITS BUSINESS AND OPEERATIONS ON SAID LAND.

INCLUDING ALL RIGHTS NECESSARY OR CONVENIENT THERETO, **TOGETHER** WITH RIGHTS-OF-WAY FOR PASSAGE OVER, UPON AND ACROSS, AND INGRESS AND EGRESS TO AND FROM, SAID LAND, FOR ANY OR ALL OF THE ABOVE MENTIONED PURPOSES. THE POSSESSION BY THE LESSEE OF SAID LAND SHALL BE SOLE AND EXCLUSIVE, EXCEPTING ONLY THAT THE LESSOR RESERVES THE RIGHT TO OCCUPY SAID LAND OR TO LEASE THE SAME FOR AGRICULTURAL, HORTICULTURAL, OR GRAZING USES, WHICH USES SHAL BE CARRIED ON SUBJECT TO, AND WITH NO INTERFERENCE WITH, THE RIGHTS OR OPERATIONS OF THE LESSEE HEREUNDER. THE LAND WHICH IS THE SUBJECT OF THIS LEASE IS SITUATED IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS, TO WIT:

SEE RIDER ATTACHED THAT PARCEL OF LAND RECORDED AS INSTRUMENT # 5403, MARCH 31, 1949 BOOK 865, OFFICIAL RECORDS PAGE 530 VENTURA COUNTY, CALIFORNIA.

RIDER- PAGE 1 (11/2 /53)

#### **PARCEL "A":**

PART OF TRACT "U", IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA, AS THE SAME IS DESIGNATED AND DELINEATED UPON THAT CERTAIN MAP ENTITLED "MAP OF A PART OF TRACT "L" OF RANCHO SIMI, VENTURA COUNTY, CALIFORNIA RECORDED IN BOOK 5 OF MISCELLANEOUS RECORDS (MAPS) AT PAGE 5, RECORDS OF VENTURA COUNTY AND MORE PARTICULAR DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHEAST CORNER OF LOT 19 OF TRACT NO. 1 ACCORDING TO THE MAP OF M. L. WICKS' SUBDIVISION OF PART OF TRACK "U", ETC., IN RANCHO SIMI, RECORDED IN BOOK 5 OF MICELLANEOUS RECORDS (MAPS) AT PAGE 37, RECORDS OF VENTURA COUNTY, AND RUNNING THENCE,

**1<sup>ST</sup>:** - NORTH 89° 58' EAST 127.20 FEET ALONG THE NORTH LINE OF SAID TRACT "U" TO THE NORTHWEST CORNER OF THE PARCEL OF LAND CONVEYED BY WICKS REALTY SYNDICATE TO MOORPARK WATER, LIGHT AND POWER COMPANY, BY DEED DATED JULY 31, 1912 AND RECORDED **IN BOOK** 136 OF DEEDS AT PAGE 38, RECORDS OF VENTURA COUNTY; THENCE, ALONG THE WEST LINE OF SAID LAND.

**2<sup>ND</sup>:** - SOUTH 733.33 FEET TO A POINT; THENCE,

**3<sup>RD</sup>:** - SOUTH 89° 58' WEST 127.20 FEET TO A POINT IN THE EAST LINE OF SAID TRACT 1 AS DELINEATED IN SAID BOOK 5 OF MISCELLANEOUS RECORDS (MAPS) AT PAGE 37, RECORDS OF SAID COUNTY; THENCE ALONG SAID EAST LINE,

**4<sup>TH</sup>:** - NORTH 733.33 FEET TO THE PLACE OF BEGINNING.

**PARCEL "B"**

LOTS 10 TO 19 INCLUSIVE, TRACT NO. 1, ACCORDING TO THE MAP OF M. L. WICKS' SUBDIVISION OF PART OF TRACK "U", ETC., IN RANCHO SIMI, VENTURA COUNTY, CALIFORNIA, RECORDED IN BOOK 5 OF MISCELLANEOUS RECORDS (MAPS) AT PAGE 37, RECORDS OF VENTURA COUNTY. ALSO LOTS 18 TO 34 INCLUSIVE, OF TRACT NO. 2, ACCORDING TO THE MAP LAST ABOVE DESCRIBED. ALSO LOTS 16 AND 17 OF SAID TRACT NO. 2, EXCEPTING THEREFROM:

THAT PART THEREOF CONVEYED BY ROSALIE E. WCKS, A WIDOW, TO FRANK T. CASS AND ESTELLE A. CASS, BY DEED DATED NOVEMBER 6, 1925, AND RECORDED IN BOOK 86 OF OFFICIAL RECORDS AT PAGE 433, RECORDS OF VENTURA COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A PIPE  $\frac{3}{4}$ " IN DIAMETER, SET ON THE LINE BETWEEN LOTS 16 AND 13 OF TRACT NO. 2 M. L. WICKS SUBDIVISION, FROM WHICH A 3"X 3" WHITE STAKE SET AT THE CORNER COMMON TO LOTS 13 AND 14 OF THE ABOVE MENTIONED SUBDIVISION, BEARS WEST 16.18 FEET DISTANT; THENCE FROM SAID POINT OF BEGINNING,

**1<sup>ST</sup>:** - NORTH 303.7 FEET TO A PIPE  $\frac{3}{4}$ " IN DIAMETER; THENCE,

**2<sup>ND</sup>:** - EAST 150 FEET TO A 2"X2" WHITE STAKE; THENCE,

**3<sup>RD</sup>:** - SOUTH 303.7 FEET TO A 2"X2" WHITE STAKE ON THE SOUTH LINE OF LOT 16, THENCE FOLLOWING THE SOUTH LINE OF LOT 16,

**4<sup>TH</sup>:** - WEST 150.00 FEET TO THE POINT OF BEGINNING,

(B) THAT CERTAIN PORTION OF LOT 16 BOUNDED AND PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID LOT 16 AT A POINT 16.18 FEET EASTERLY FROM THE NORTHWEST CORNER OF LOT 13; THENCE NORTH 303.70 FEET TO A POINT; THENCE WESTERLY 282.61 FEET TO A POINT IN THE ORIGINAL CENTER LINE OF WALNUT CANYON ROAD; THENCE SOUTH 31° 43' WEST 12.70 FEET ALONG THE SAID CENTER LINE OF SAID WALNUT CANYON ROAD TO A POINT; THENCE SOUTH 10° 48' WEST 298.60 FEET ALONG SAID CENTER LINE OF WALNUT CANYON ROAD TO A POINT; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 16,

344.68 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THE FOLLOWING DESCRIBED PARCELS OF LAND AS CONVEYED TO VENTURA COUNTY BY

DEED RECORDED IN BOOK 285 OF OFFICIAL RECORDS AT PAGE 252, FOR RESERVOIR FOR THE STORAGE OF WATER;

A PART OF LOTS 1, 17 AND 18 OF TRACT NO. 2 OF THE WICKS SUBDIVISION AS SAID LOTS ARE DESIGNATED AND DELINEATED UPON THAT CERTAIN MAP ENTITLED "M. L. WICKS SUBDIVISION OF PART

OF TRACT "U" AND ADDITION TO MOORPARK IN THE RANCHO SIMI", AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY IN BOOK 5 OF MISCELLANEOUS RECORDS (MAPS) AT

PAGE 37, SAID REAL PROPERTY BEING MORE PARTICULARLY DESCRIBED AS PARCEL (1) AND (2) AS FOLLOWS:

**PARCEL (1)**

A STRIP OR PARCEL OF LAND 16.00 FEET WIDE LYING 8.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF THAT CERTAIN ROAD DESIGNATED ON THE ABOVE MAP AS "VALLEY ROAD" FROM WHICH POINT THE SOUTHEASTERLY CORNER OF LOT 1 OF PARCEL 2 OF SAID WICKS SUBDIVISION BEARS SOUTH 33° 52' WEST 225.21 FEET AND RUNNING THENCE,

1<sup>ST</sup>: - NORTH 31° 20' WEST 187.78 FEET TO A POINT; THENCE,  
2<sup>ND</sup>: - NORTH 2° 01' EAST 69.28 FEET TO A POINT; THENCE,  
3<sup>RD</sup>: - NORTH 21° 05' EAST 78.74 FEET TO A POINT, THENCE,  
4<sup>TH</sup>: - NORTH 4° 29' EAST 89.54 FEET TO A POINT; THENCE,  
5<sup>TH</sup>: - NORTH 18° 56' EAST 145.28 FEET TO THE TERMINUS.

**PARCEL (2)**

BEGINNING AT THE TERMINUS OF THE CENTER LINE OF PARCEL (1) HEREINABOVE DESCRIBED AND RUNNING THENCE,

1<sup>ST</sup>: - WEST 40.83 FEET TO A POINT; THENCE,  
2<sup>ND</sup>: - NORTH 110.00 FEET TO A POINT; THENCE,  
3<sup>RD</sup>: - EAST 105.00 FEET TO A POINT; THENCE,  
4<sup>TH</sup>: - SOUTH 110.00 FEET TO A POINT; THENCE,  
5<sup>TH</sup>: - WEST 64.17 FEET TO THE POINT OF BEGINNING.

AND CONTAINS APPROXIMATELY ONE HUNDRED TEN (110) ACRES, MORE OR LESS.

TO HAVE AND TO HOLD THE SAME FOR A TERM OF TWENTY (20) YEARS FROM AND AFTER THE DATE HEREOF AND SO LONG THEREAFTER AS OIL OR GAS, OR CASINGHEAD GAS, OR OTHER HYDROCARBONS SUBSTANCES, OR EITHER OR ANY OF THEM, IS PRODUCED THEREFROM.

IN CONSIDERATION OF THE PREMISES IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. LESSEE SHALL PAY LESSOR AS ROYALTY ON OIL THE EQUAL ONE-EIGHTH (1/8) PART OF THE PROCEEDS OF ALL OIL PRODUCED, SAVED AND SOLD FROM THE LEASED PREMISES, AFTER MAKING THE CUSTOMARY DEDUCTIONS FOR TEMPERATURE, WATER AND B. S. AT THE POSTED AVAILABLE MARKET PRICE IN THE DISTRICT IN WHICH THE PREMISES ARE LOCATED FOR OIL OF LIKE GRAVITY THE DAY THE OIL IS RUN INTO PURCHASER'S PIPE LINE OR STORAGE TANK, AND SETTLEMENT SHALL BE MADE BY LESSEE ON OR BEFORE THE 25<sup>TH</sup> DAY OF EACH MONTH FOR ACCRUED ROYALTIES FOR THE PRECEDING CALENAR MONTH. AT LESSOR'S OPTION EXERCISED

NOT OFTENER THAN ONCE IN ANY ONE CALENDAR YEAR UPON SIXTY (60) DAYS' PREVIOUS WRITTEN NOTICE, LESSEE SHALL DELIVER INTO LESSOR'S TANKS ON THE LEASED PREMISES, OR AT MOUTH OF WELL TO PIPE LINE DESIGNATED BY LESSOR FREE OF COST, LESSOR'S ROYALTY OIL, PROVIDED THAT LESSEE MAY AT ANY TIME PURCHASE AND TAKE LESSOR'S ROYALTY OIL AT SAID POSTED AVAILABLE MARKET PRICE. NO ROYALTY SHALL BE DUE TO THE LESSOR FOR OR ON ACCOUNT OF OIL LOST THROUGH EVAPORATION, LEAKAGE OR OTHERWISE PRIOR TO THE MARKETING OF THE SAME OR DELIVERY TO LESSOR IF ROYALTY OIL IS BEING TAKEN IN KIND.

2. FOR ALL GAS PRODUCED, SAVED AND SOLD FROM SAID LAND BY LESSEE, THE LESSEE SHALL PAY AS ROYALTY THE 1/8 PART OF THE NET PROCEEDS FROM THE SALE OF SUCH GAS, BUT NOTHING HEREIN CONTAINED SHALL BE DEEMED TO OBLIGATE THE LESSEE TO PRODUCE, SAVE, SELL OR OTHERWISE DISPOSE OF GAS FROM SAID LAND. FOR THE PURPOSE OF HAVING GASOLINE EXTRACTED FROM GAS PRODUCED FROM SAID LAND, THE LESSEE MAY TRANSPORT, OR CAUSE TO BE TRANSPORTED, TO A GASOLINE EXTRACTION PLANT LOCATED EITHER ON SAID LAND OR ON OTHER LANDS, ALL OR ANY PORTION OF SUCH GAS WHERE IT MAY BE COMMINGLED WITH GAS FROM OTHER PROPERTIES. LESSEE SHALL METER SUCH GAS SO TRANSPORTED AND SUCH METER READINGS, TOGETHER WITH THE RESULTS OF CONTENT TESTS BY RECOGNIZED METHODS MADE AT APPROXIMATELY REGULAR INTERVALS, AT LEAST ONCE EVERY MONTH, SHALL FURNISH THE BASIS FOR COMPUTATION OF THE AMOUNTS OF GASOLINE AND RESIDUE GAS TO BE CREDITED TO THIS LEASE. GAS USED OR CONSUMED, OR LOST IN THE OPERATIONS OF ANY SUCH PLANT, SHALL BE FREE OF CHARGE, AND LESSEE SHALL NOT BE HELD ACCOUNTABLE TO THE LESSOR FOR THE SAME OR FOR ANY ROYALTY THEREON. LESSEE SHALL NOT BE REQUIRED TO PAY ROYALTY FOR OR ON ACCOUNT OF ANY GAS USED FOR REPRESSURING ANY OIL-BEARING FORMATION WHICH IS BEING PRODUCED FROM BY A WELL OR WELLS ON THE LEASED PREMISES, EVEN THOUGH SUCH REPRESSURING IS DONE BY INJECTING SUCH GAS INTO WELLS NOT SITUATED ON THE LEASED PREMISES. THE LESSOR SHALL BE ENTITLED TO GAS FREE OF CHARGE FROM ANY GAS WELLS ON THE LEASED PREMISES FOR ALL STOVES AND INSIDE LIGHTS IN THE PRINCIPAL DWELLING HOUSES ON SAID LAND BY MAKING HIS OWN CONNECTIONS AT A POINT DESIGNATED BY LESSEE, THE TAKING AND USE OF SAID GAS TO BE AT THE LESSOR'S SOLE RISK AND EXPENSE AT ALL TIMES.

3. ANY CASINGHEAD GASOLINE EXTRACTED FROM GAS PRODUCED FROM SAID LAND SHALL, AT THE OPTION OF THE LESSEE, BE RETURNED

TO THE OIL PRODUCED THEREFROM AND SHALL BE TREATED AS A PART THEREOF; OTHERWISE THE LESSEE SHALL PAY TO THE LESSOR AS ROYALTY FOR SUCH EXTRACTED GASOLINE THE EQUAL 1/8 OF 40% OF THE PROCEEDS OF THE SALE THEREOF. IF THERE SHALL BE NO AVAILABLE MARKET AND/OR NO PUBLIC OR OPEN MARKET PRICE FOR THE GASOLINE AT THE PLACE OF EXTRACTION, THE LESSEE SHALL BE ENTITLED TO SELL AND/OR DISPOSE OF ALL THE GASOLINE FOR THE BEST PRICE AND ON THE BEST TERMS OBTAINABLE, BUT IN NO CASE SHALL SETTLEMENT OF ROYALTY BE AT A LESS PRICE THAN THAT OBTAINED BY THE LESSEE FOR ITS PORTION OF THE GASOLINE.

4. THE LESSEE SHALL NOT BE REQUIRED TO ACCOUNT TO THE LESSOR FOR, OR PAY ROYALTY ON, OIL, GAS OR WATER PRODUCED BY THE LESSEE FROM SAID LAND AND USED BY IT IN ITS OPERATIONS HEREUNDER, BUT I MAY USE SUCH OIL, GAS AND WATER FREE OF CHARGE.

5. COMMENCING ON MAY 10<sup>TH</sup>, 1954, AFTER DARE HEREOF, IF THE LESSEE HAS NOT THERETOFOR COMMENCED DRILLING OPERATIONS ON SAID LAND OR TERMINATED THIS LEASE AS HEREIN PROVIDED, THE LESSEE SHAL PAY OR TENDER TO THE LESSOR -SEMI-ANNUALLY IN ADVANCE, AS RENTAL, THE SUM OF TWELVE HUNDRED (\$1200.00) DOLLARS FOR SO MUCH SAID LAND AS MAY THEN STILL BE HELD UNDER THIS LEASE, UNTIL DRILLING OPERATIONS ARE COMMENCED OR THIS LEASE TERMINATED AS HEREIN PROVIDED. SEE RIDER

6. THE LESSEE AGREES TO COMMENCE DRILLING OPERATIONS ON SAID LAND WITHIN FIVE (5) YEARS FROM THE DATE HEREOF (UNLESS THE LESSEE HAS SOONER COMMENCED THE DRILLING OF AN OFFSET WELL ON SAID LAND AS HEREIN PROVIDED) AND TO PROSECUTE THE SAME WITH REASONABLE DILIGENCE UNTIL OIL OR GAS IS FOUND IN PAYING QUANTITIES, OR TO A DEPTH AT WHICH FURTHER DRILLING WOULD, IN THE JUDGEMENT OF THE LESSEE, BE UNPROFITABLE; OR IT MAY AT ANY TIME WITHIN SAID PERIOD TERMINATE THIS LEASE AND SURRENDER SAID LAND AS HEREINAFTER PROVIDED. NO IMPLIED COVENANT SHALL BE READ INTO THIS LEASE REQUIRING THE LESSEE TO DRILL OR TO CONTINUE DRILLING ON SAID LAND, OR FIXING THE MEASURE OF DILIGENCE THEREFOR. THE LESSEE MAY ELECT NOT TO COMMENCE OR PROSECUTE THE DRILLING OF A WELL ON SAID LAND AS ABOVE PROVIDED, AND THEREUPON THIS LEASE SHALL TERMINATE.

7. IF THE LESSEE SHALL ELECT TO DRILL ON SAID LAND, AS AFORESAID AND OIL OR GAS SHALL NOT BE OBTAINED IN PAYING QUANTITIES IN FIRST WELL DRILLED, THE LESSEE SHALL, WITHIN SIX MONTHS/6 MONTHS AFTER THE COMPLETION OR ABDONNMENT OF THE FIRST WELL, COMMENCE ON SAID LAND DRILLING OPERATIONS FOR A SECOND WELL, AND SHALL PROSECUTE THE SAME WITH REASONABLE, DILIGENCE UNTIL OIL OR GAS IS FOUND IN PAYING QUANTITIES, OR UNTIL THE WELL IS DRILLED TO A DEPTH AT WHICH FURTHER DRILLING WOULD, IN THE JUDGEMENT OF THE LESSEE, BE UNPROFITABLE; AND THE LESSEE SHALL IN LIKE MANNER CONTINUE ITS OPERATIONS UNTIL OIL OR GAS IN PAYING QUANTITIES IS FOUND, BUT SUBJECT ALWAYS TO THE TERMS AND CONDITIONS HEREOF AND WITH THE RIGHTS AND PRIVILEGES TO THE LESSEE HEREIN GIVEN.

8. IF OIL OR GAS IS FOUND IN PAYING QUANTITIES IN ANY WELL SO DRILLED BY THE LESSEE ON SAID LAND, THE LESSEE, SUBJECT TO THE PROVISIONS HEREOF AND TO THE SUSPENSION PRIVILEGES HEREINAFTER SET FORTH, SHALL CONTINUE TO DRILL ADDITIONAL WELLS ON SAID LAND AS RAPIDLY AS ONE STRING OF TOOLS WORKING WITH REASONABLE DILIGENCE CAN COMPLETE THE SAME, UNTIL THERE SHALL HAVE BEEN

COMPLETED ON SAID LAND AS MANY WELLS AS SHALL EQUAL THE TOTAL ACREAGE THEN HELD UNDER THIS LEASE DIVIDED BY 20; WHEREUPON THE LESSEE SHALL HOLD ALL OF THE LAND FREE OF FURTHER DRILLING OBLIGATIONS; PROVIDED, THAT THE LESSEE MAY DEFER THE COMMENCEMENT OF DRILLING OPERATIONS FOR THE SECOND OR ANY SUBSEQUENT WELL FOR A PERIOD NOT TO EXCEED SIX MONTHS 6 MOS. FROM THE DATE OF COMPLETION OF THE WELL LAST PRECEDING IT. EXCEPT AS HEREIN OTHERWISE PROVIDED, IT IS AGREED THAT THE LESSEE SHALL DRILL SUCH WELLS AND OPERATE EACH COMPLETED OIL WELL WITH REASONABLE DILIGENCE AND IN ACCORDANCE WITH GOOD OIL FIELD PRACTICE SO LONG AS SUCH WELLS SHALL PRODUCE OIL IN PAYING QUANTITIES WHILE THIS LEASE IS IN FORCE AS TO THE PORTION OF SAID LAND ON WHICH SUCH WELL OF WELLS ARE SITUATED; BUT IN CONFORMITY WITH ANY REASONABLE CONSERVATION OR CURTAILMENT PROGRAM AFFECTING THE DRILLING OF WELLS OR THE PRODUCTION OF ALL OIL AND/OR GAS FROM SAID LAND, WHICH THE LESSEE MAY EITHER VOLUNTARILY OR BY ORDER OF ANY AUTHORIZED GOVENMENTAL AGENCY SUBSCRIBE TO OR BE SUBJECT TO. DRILLING AND PRODUCING OPERATIONS HEREUNDER MAY ALSO BE SUSPENDED WHILE THE PRICE OFFERED GENERALLY TO PRODUCERS IN THE SAME VICINITY FOR OIL OF THE QUALITY PRODUCED FROM SAID LAND IS ONE DOLLAR (\$1.00) OR LESS PER BARREL AT THE WELL, OR WHEN THERE IS NO AVAILABLE MARKET FOR THE SAME AT THE WELL.

9. IF THE LESSEE SHALL COMPLETE A WELL OR WELLS ON SAID LAND WHICH SHALL FAIL TO PRODUCE OIL IN PAYING QUANTITIES BUT WHICH PRODUCES GAS IN PAYING QUANTITIES, THE LESSEE SHALL EITHER SELL SO MUCH OF SAID GAS AS IT MAY BE ABLEW TO FINE A MARKET FOR, AND PAY THE LESSOR THE ROYALTY PROVIDED HEREIN ON THE VOLUE OF GAS SO SOLD, OR LESSEE MAY, IF IT SO ELECTS, SUSPEND THE OPERATION OF SUCH GAS WELL DR WELLS FROM TIME TO TIME AND DURING THE PERIOD OF SUCH SUSPENSION PAY OR TENDER TO THE LESSOR AS RENTAL MONTHLY IN ADVANCE, A SUM EQUAL TO ONE DOLLAR & HALF \$1.50 PER ACRE FOR SO MUCH OF THE ACREAGE THEN HELD UNDER THIS LEASE, SUCH RENTAL TO CONTINUE UNTIL PRODUCING OPERATIONS ARE RESUMED AND ROYALTIES ARE PAID TO THE LESSOR FOR GAS SOLD AS ABOVE PROVIDED. IT IS FURTHER UNDERSTOOD AND AGREED THAT IF THE LESSEE SHALL COMPLETE A WELL WHICH SHALL FAIL TO PRODUCE OIL IN PAYING QUANTITIES, BUT WHICH PRODUCES GAS IN PAYING QUANTITIES, IT SHALL NOT BE OBLIGED TO CONDUCT ANY FURTHER DRILLING OPERATIONS ON SAID LAND (EXCEPT THE DRILLING OF OFFSET WELLS AS HEREINAFTER PROVIDED) UNLESS AND UNTIL, IN ITS JUDGEMENT, THE DRILLING OF SUCH ADDITIONAL WELLS UNDER THE PROVISION OF THIS LEASE IS WARRANTED IN VIEW OF EXISTING OR ANTICIPATED MARKET REQUIREMENTS.

10. IF IT SHOULD HEREAFTER APPEAR THAT THE LESSOR AT THE TIME OF MAKING THIS LEASE OWNS A LESS INTEREST IN THE LEASED LAND THAN THE FEE SIMPLE ESTATE OR THE ENTIRE INTEREST IN THE OIL AND GAS UNDER SAID LAND, THEN THE RENTALS AND ROYALTIES ACCRUING HEREUNDER SHALL BE PAID TO THE LESSOR IN THE PROPORTION WHICH HIS INTEREST BEARS TO THE ENTIRE FEE SIMPLE ESTATE OR TO THE ENTIRE ESTATE IN SAID OIL AND GAS.

11. THERE IS HEREBY EXPRESSLY RESERVED TO THE LESSOR, AND AS WELL TO THE LESSEE, THE RIGHT AND PRIVILEGE TO CONVEY, TRANS-

FER OR ASSIGN IN WHOLE OR IN PART ITS INTEREST IN THE LEASE OR IN THE LEASED PREMISES OR IN THE OIL AND/OR GAS THEREIN OR PRODUCED THEREFROM, BUT IF THE LESSOR SHALL SELL OR TRANSFER ANY PART OF PARTS OF THE LEASED PREMISES OR ANY INTEREST IN THE OIL AND/OR GAS UNDER ANY PART OF PARTS THEREOF THE LESSEE'S DRILLING OBLIGATIONS SHALL NOT THEREBY BE ALTERED, INCREASED OR ENLARGED, BUT THE LESSEE MAY CONTINUE TO OPERATE THE LEASED PREMISES AND PAY AND SETTLE RENTS AND ROYALTIES AS AN ENTIRETY.

12. IN THE EVENT A WELL IS DRILLED ON ADJOINING PROPERTY WITHIN 330 (330) FEET OF THE EXTERIOR LIMITS OF ANY LAND AT THE TIME EMBRACED IN THIS LEASE AND OIL OR GAS IS PRODUCED THEREFROM IN PAYING QUANTITIES AND THE DRILLING REQUIREMENTS AS SPECIFIED IN PARAGRAPH 8 HEREOF ARE NOT FULLY COMPLIED WITH, AND THE OWNER OF SUCH WELL SHALL OPERATE THE SAME AND MARKET THE OIL OR GAS PRODUCED THEREFROM, THEN THE LESSEE AGREES TO OFFSET SUCH WELL BY THE COMMENCEMENT OF DRILLING OPERATIONS WITHIN NINETY DAYS AFTER IT IS ASCERTAINED THAT THE PRODUCTION OF OIL OR GAS FROM SUCH WELL IS IN PAYING QUANTITIES AND THAT THE OPERATOR THEREOF IS THEN PRODUCING AND MARKETING FROM. FOR THE PURPOSE OF SATISFYING OBLIGATIONS HEREUNDER SUCH OFFSET WELL OR WELLS SHALL BE CONSIDERED AS OTHER WELLS REQUIRED TO BE DRILLED HEREUNDER.

13. THE OBLIGATIONS OF THE LESSEE HEREUNDER SHALL BE SUSPENDED WHILE THE LESSEE IS PREVENTED FROM COMPLYING THEREWITH, IN WHOLE OR IN PART, BY STRIKES, LOCKOUTS, ACTIONS OF THE ELEMENTS, ACCIDENTS, RULES AND REGULATIONS OF ANY FEDERAL, STATE, MUNICIPAL OR OTHER GOVERNMENTAL AGENCY, OR OTHER MATTERS OR CONDITIONS BEYOND THE CONTROL OF THE LESSEE, WHETHER SIMILAR TO THE MATTERS OR CONDITIONS HEREIN SPECIFICALLY ENUMERATED OR NOT.

14. THE LESSEE SHALL PAY ALL TAXES ON ITS IMPROVEMENTS AND ALL TAXES ON ITS OIL STORED ON THE LEASED PREMISES ON THE FIRST MONDAY OF MARCH IN EACH YEAR, AND SEVEN-EIGHTHS (7/8) OF THE TAXES LEVIED AND ASSESSED AGAINST THE PETROLEUM MINERAL RIGHTS. LESSOR AGREES TO PAY ALL TAXES LEVIED AND ASSESSED AGAINST THE LAND AS SUCH AND ONE-EIGHTHS (1/8) OF THE TAXES LEVIED AND ASSESSED AGAINST THE PETROLEUM MINERAL RIGHTS. IN THE EVENT THE STATE, UNITED STATES OR ANY MUNICIPALITY LEVIES A LICENSE, SEVERANCE, PRODUCTION OR OTHER TAX ON THE OIL PRODUCED HEREUNDER, OR ON THE LESSEE'S RIGHT TO OPERATE, THEN AND IN THAT EVENT THE LESSEE SHALL PAY SEVEN-EIGHTHS (7/8) OF SAID TAX AND LESSOR SHALL PAY ONE-EIGHTH (1/8) OF SAID TAX.

15. SEE RIDER ATTACHED

16. THE LESSOR MAY AT ALL REASONABLE TIMES EXAMINE SAID LAND, THE WORK DONE AND IN PROGRESS THEREON, AND THE PRODUCTION THEREFROM, AND MAY INSPECT THE BOOKS KEPT BY THE LESSEE IN RELATION TO THE PRODUCTION FROM SAID LAND, TO ASCERTAIN THE PRODUCTION AND THE AMOUNT SAVED AND SOLD THEREFROM. THE LESSEE AGREES, ON WRITTEN REQUEST, TO FURNISH TO THE LESSOR COPIES OF LOGS OF ALL WELLS DRILLED BY THE LESSEE ON SAID LAND.

17. ALL THE LABOR TO BE PERFORMED AND MATERIAL TO BE FURNISHED IN THE OPERATIONS OF THE LESSEE HEREUNDER SHALL BE AT THE COST AND EXPENSE OF THE LESSEE, AND THE LESSOR SHALL NOT BE CHARGEABLE WITH, OR LIABLE FOR, ANY PART THEREOF; AND THE LESSEE SHALL PROTECT SAID LAND AGAINST LIENS OF EVERY CHARACTER ARISING FROM ITS OPERATIONS THEREON. LESSOR RESERVES THE RIGHT TO POST NOTICES OF NON-RESPONSIBILITY.

#### **RIDER**

**2-A.** IN THE EVENT THAT THE GAS PRODUCED AND SAVED FROM SAID LAND BY LESSEE IS PROCESSED UNDER A CONTRACT OR CONTRACTS WITH OTHERS FOR THE EXTRACTION OF GASOLINE THEREFROM, LESSEE SHALL PAY TO LESSOR AS ROYALTY ON THE RESIDUE GAS CREDITED TO THIS LEASE AFTER DEDUCTION OF THE AMOUNT THEREOF USED OR CONSUMED OR LOST IN THE OPERATION OF THE GASOLINE EXTRACTION PLANT, AND IN LIEU OF THE ROYALTY ON GAS PRODUCED AND SAVED FROM SAID LAND PROVIDED TO BE PAID IN PARAGRAPH 2 HEREOF, THE EQUAL ONE-EIGHTH PART OF ANY ROYALTY WHICH MAY BE RECEIVED BY LESSEE UNDER THE TERMS AND PROVISIONS OF ANY SUCH CONTRACT OF CONTRACTS; NOTHING HEREIN CONTAINED, HOWEVER, SHALL REQUIRE LESSEE TO SELL OR CAUSE TO BE SOLD SUCH RESIDUE GAS OR ANY PART THEREOF UNLESS THERE IS A MARKET FOR THE SAME AT THE WELL.

#### **RIDER TO PARAGRAPH 5 (11/2/53)**

IF ANY ACREAGE IS QUITCLAIMED, THEN LESSOR IS TO RECEIVE A PROPORTIONATE AMOUNT PER ACRE FOR SO MUCH OF SAID LAND AS MAY THEN STILL BE HELD UNDER THIS LEASE, UNTIL DRILLING OPERATIONS ARE COMMENCED OR THIS LEASE TERMINATED AS HEREIN PROVIDED.

#### **RIDER – PARAGRAPH 15 (11/2/53)**

THE LESSEE AGREES NOT TO DRILL ANY WELL ON SAID LAND WITHIN 100 FEET OF ANY NOW EXISTING BUILDINGS AND/OR ANY FUTURE BUILDINGS THAT MAY BE PLACED ON THE LEASE NINETY (90) DAYS PRIOR TO THE STAKING OF A WELL LOCATION BY LESSEE, WITHOUT THE WRITTEN CONSENT OF LESSOR. THE LESSEE AGREES TO PAY ALL DAMAGES DIRECTLY OCCASIONED BY ITS OPERATIONS TO ANY CROPS ON SAID LAND.

28. LESSEE SHALL MAKE NO ASSIGNMENT OF THIS LEASE OR ANY PART THEREOF WITHOUT THE WRITTEN CONSENT OF THE LESSOR EXCEPT THAT IT BE TO ONE OF THE

FOLLOWING DESIGNATED COMPANIES: AMERADA PETROLEUM CORPORATION, STANDARD OIL COMPANY OF CALIFORNIA, CONTINENTAL OIL CO., SHELL OIL COMPANY, INCORPORATED, UNION OIL COMPANY OF CALIFORNIA, RICHFIELD OIL CORPORATION, GENERAL PETROLEUM CORPORATION, TIDEWATER ASSOCIATED OIL COMPANY, THE TEXAS COMPANY, THE SUPERIOR OIL COMPANY, WESTERN GULF OIL COMPANY, THE OHIO OIL COMPANY, THE HANCOCK OIL COMPANY OF CALIFORNIA, PACIFIC WESTERN OIL CORPORATION, SEABOARD OIL COMPANY OF DELAWARE, SUNRAY OIL COMPANY, SIGNAL OIL & GAS COMPANY, BRITISH-AMERICAN OIL COMPANY, HUMBLE OIL AND REFINING COMPANY OR ANY OPERATING COMPANY WITH ASSETS OF ONE MILLION DOLLARS OR MORE. UPON ANY SUCH ASSIGNMENT LESSEE SHALL BE RELIEVED OF ANY FURTHER OBLIGATIONS AS TO THE LAND, OR THE PRODUCTION THEREFROM, WITH RESPECT TO WHICH THE LEASE HAS BEEN SO ASSIGNED.

#### **RIDER**

29. NOTWITHSTANDING ANYTHING IN THIS LEASE TO THE CONTRARY, LESSORS AND/OR THEIR DULY AUTHORIZED AGENT OF AGENTS SHALL, DURING EACH CALENDAR YEAR DURING WHICH THIS LEASE IS IN FORCE AND EFFECT, MAKE AT LEAST ONE INSPECTION, EXAMINATION AND/OR AUDIT OF THE RECORDS OF THE LESSEE IN CONNECTION WITH THE LESSEE'S OPERATIONS ON SAID LANDS AND OF THE METHODS, DEVICES, METERS AND GAUGES AND/OR MEASUREMENTS USED IN CONNECTION WITH SUCH OPERATIONS, AND, ON FAILURE SO TO DO, AND/OR ON FAILURE OF LESSORS TO MAKE WRITTEN OBJECTION THERETO WITHIN THREE (3) MONTHS AFTER SUCH INSPECTION, EXAMINATION AND/OR AUDIT, SUCH RECORDS, OPERATIONS, METHODS, DEVICES, METERS, GAUGES, MEASUREMENTS AND ACCOUNTINGS SHALL BE CONCLUSIVELY DEEMED TO BE CORRECT.

18. UPON THE WRITTEN REQUEST OF THE LESSOR, THE LESSEE AGREES TO LAY ALL PIPE LINES WHICH IT CONSTRUCTS THROUGH CULTIVATED FIELDS, BELOW PLOW DEPTH, AND UPON SIMILAR REQUEST AGREES TO FENCE ALL SUMP HOLES OR OTHER EXCAVATIONS TO SAFEGUARD LIVESTOCK ON SAID LAND.

19. THE LESSEE SHALL HAVE THE RIGHT AT ANY TIME TO REMOVE FROM SAID LAND ALL MACHINERY, RIGS, PIPING, CASING, PUMPING STATIONS AND OTHER PROPERTY AND IMPROVEMENTS BELONGING TO OR FURNISHED BY THE LESSEE, PROVIDED THAT SUCH REMOVAL SHALL BE COMPLETED WITHIN A REASONABLE TIME AFTER THE TERMINATION OF THIS LEASE. LESSEE AGREES AFTER TERMINATION OF THIS LEASE TO FILL ALL SUMP HOLES AND OTHER EXCAVATIONS MADE BY IT, AND TO RESTORE, AS NEARLY AS PRACTICAL, THE LAND TO ITS ORIGINAL CONDITION.

20. IF ROYALTY OIL IS PAYABLE CASH, LESSEE MAY DEDUCT THEREFROM A PROPORTIONATE PART OF THE COST OF TREATING UNMERCHANTABLE OIL PRODUCED FROM SAID PREMISES TO RENDER SAME MERCHANTABLE. IN THE EVENT SUCH OIL IS NOT TREATED ON THE LEASED PREMISES, LESSOR'S CASH ROYALTY SHALL ALSO BEAR A CORRESPONDING PROPORTIONATE PART OF THE COST OF TRANSPORTING THE OIL TO THE TREATING PLANT. NOTHING HEREIN CONTAINED SHALL BE CONSTRUED AS OBLIGATING LESSEE TO TREAT OIL PRODUCED FROM THE HEREIN DESCRIBED PREMISES. IF LESSOR SHALL ELECT TO RECEIVE ROYALTY OIL IN KIND, SUCH ROYALTY OIL SHALL BE OF THE SAME QUALITY AS THAT REMOVED FROM THE LEASED PREMISES FOR LESSEE'S OWN ACCOUNT, AND IF LESSEE'S OWN OIL SHALL BE TREATED BEFORE SUCH REMOVAL LESSOR'S OIL WILL BE TREATED THEREWITH BEFORE DELIVERY TO LESSOR AND LESSOR IN SUCH EVENT WILL PAY A PROPORTIONATE PART OF THE COST OF TREATMENT.

21. UPON THE VIOLATION OF ANY OF THE TERMS OR CONDITIONS OF THIS LEASE BY THE LESSEE AND THE FAILURE TO BEGIN TO REMEDY THE SAME WITHIN SIXTY (60) DAYS AFTER WRITTEN NOTICE FROM THE LESSOR SO TO DO, THEN, AT THE OPTION OF THE LESSOR, THIS LEASE SHALL FORTHWITH CEASE AND TERMINATE, AND ALL RIGHTS OF THE LESSEE IN AND TO SAID LAND BE AT AN END, SAVE AND EXCEPTING TEN (10) ACRES SURROUNDING EACH WELL PRODUCING OR BEING DRILLED AND IN RESPECT TO WHICH LESSEE SHALL NOT BE IN DEFAULT, AND SAVING AND EXCEPTING THEN EXISTING FOR LESSEE'S OPERATIONS; PROVIDED, HOWEVER, THAT THE LESSEE MAY, AT ANY TIME AFTER SUCH DEFAULT, AND UPON PAYMENT OF THE SUM OF TEN DOLLARS \$10.00 DOLLARS TO THE LESSOR AS AND FOR FIXED AND LIQUIDATED DAMAGES, QUITCLAIM TO THE LESSOR ALL OF THE RIGHT, TITLE AND INTEREST OF LESSEE IN AND TO THE LEASED LANDS IN RESPECT TO WHICH IT HAS MADE DEFAULT, AND THEREUPON ALL RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO ONE TO THE OTHER SHALL THEREUPON CEASE AND TERMINATE AS TO THE PREMISES QUITCLAIMED, EXCEPT AS TO MONETARY OBLIGATIONS AND OBLIGATIONS TO RESTORE THE LAND.

22. ALL ROYALTIES AND RENTS PAYABLE IN MONEY HEREUNDER MAY BE PAID TO THE LESSOR HEREBY GRANTING TO SAID DEPOSITARY FULL POWER AND AUTHORITY ON BEHALF OF THE LESSOR, HIS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, TO COLLECT AND RECEIPT FOR ALL SUMS OF MONEY DUE AND PAYABLE FROM THE LESSEE TO THE LESSOR HEREUNDER. NO CHANGE IN THE OWNERSHIP OF THE LAND OR MINERALS COVERED BY THIS LEASE, AND NO ASSIGNMENT OF RENT OR ROYALTIES SHALL BE BINDING ON THE LEASE UNTIL IT HAS BEEN FURNISHED WITH SATISFACTORY WRITTEN EVIDENCE THEREOF.

23. LESSOR HEREBY WARRANTS AND AGREES TO DEFEND TITLE TO THE LAND HEREIN DESCRIBED, AND AGREES THAT THE LESSEE, AT IS OPTION, MAY PAY AND DISCHARGE ANY TAXES, MORTGAGES, OR OTHER LIENS EXISTING, LEVIED OR ASSESSED ON OR AGAINST THE ABOVE DESCRIBED LAND; AND, IN THE EVENT IT EXERCISES SUCH OPTION, IT SHALL BE SUBROGATED TO THE RIGHTS OF ANY HOLDER OR HOLDERS THEREOF AND MAY REIMBURSE ITSELF BY APPLYING TO THE DISCHARGE OF ANY SUCH MORTGAGE, TAX, OR OTHER LIEN, ANY ROYALTY OR RENTALS ACCRUING HEREUNDER.

24. IF AND WHEN ANY OIL PRODUCED FROM THE DEMISED PREMISES SHALL FOR ANY REASON BE UNMARKETABLE AT THE WELL AT THE PRICE MENTIONED IN PARAGRAPH 8 HEREOF, THEN THE LESSEE MAY SELL THE SAME AT THE BEST PRICE OBTAINABLE, BUT NOT LESS THAN THE PRICE WHICH THE LESSEE MAY BE RECEIVING FOR ITS OWN OIL OF THE SAME QUALITY.

25. THE WORDS "DRILLING OPERATIONS" AS USED HEREIN SHALL BE HELD TO MEAN ANY WORK OR ACTUAL OPERATIONS UNDERTAKEN OR COMMENCED IN GOOD FAITH FOR THE PURPOSE OF CARRYING OUT ANY OF THE RIGHTS, PRIVILEGES OR DUTIES OF THE LESSEE UNDER THIS LEASE, FOLLOWED DILIGENTLY AND IN DUE COURSE BY THE CONSTRUCTION OF A DERRICK AND OTHER NECESSARY STRUCTURES FOR THE DRILLING OF AN OIL OR GAS WELL, AND BY THE ACTUAL OPERATION OF DRILLING IN THE GROUND, PROVIDED, HOWEVER, THAT DEFINITION AS TO FIRST WELL IS ACTUAL DRILLING IN THE GROUND.

26. ON THE EXPIRATION OR SOONER TERMINATION OF THIS LEASE, LESSEE SHALL QUIETLY AND PEACEABLY SURRENDER POSSESSION OF THE PREMISES TO LESSOR AND DELIVER TO HIM A GOOD AND SUFFICIENT QUITCLAIM DEED, AND SO FAR AS PRACTICABLE COVER ALL SUMP HOLES AND EXCAVATIONS MADE BY LESSEE. BEFORE REMOVING THE CASING FROM ANY ABANDONED WELL LESSEE SHALL NOTIFY LESSOR OF THE INTENTION SO TO DO, AND IF LESSOR WITHIN TEN (10) DAYS THEREAFTER SHALL INFORM LESSEE IN WRITING OF LESSOR'S DESIRE TO CONVERT SUCH WELL INTO A WATER WELL, AND FOR THAT PURPOSE TO RETAIN AND PURCHASE CASING THEREIN, LESSEE WILL LEAVE THEREIN SUCH AMOUNT OF CASING AS LESSOR MAY REQUIRE FOR SAID PURPOSE, PROVIDED SUCH PROCEDURE IS LAWFUL AND WILL NOT VIOLATE ANY RULE OR ORDER OF ANY OFFICIAL, COMMISSION OR AUTHORITY THEN HAVING JURISDICTION IN SUCH MATTER, AND PROVIDED FURTHER THAT LESSOR PAY TO LESSEE FIFTY (50%) PER CENT OF THE ORIGINAL COST OF THE CASING ON THE GROUND.

27. LESSEE MAY AT ANY TIME QUITCLAIM THIS LEASE IN ITS ENTIRETY OR AS TO PART OF THE ACREAGE COVERED THEREBY, WITH THE PRIVILEGE OF RETAINING TWENTY (20) ACRES SURROUNDING EACH PRODUCING OR DRILLING WELL, AND THEREUPON LESSEE SHALL BE RELEASED FROM ALL FURTHER OBLIGATIONS AND DUTIES AS TO THE AREAS SO QUITCLAIMED, AND ALL RENTALS AND DRILLING REQUIREMENTS SHALL BE REDUCED PRO RATA. ALL LANDS QUITCLAIMED SHALL REMAIN SUBJECT TO THE EASEMENTS AND RIGHTS-OF-WAY HEREIN-ABOVE PROVIDED FOR. EXCEPT AS SO PROVIDED, FULL RIGHT TO THE LAND SO QUITCLAIMED SHALL REVEST IN LESSOR, FREE AND CLEAR OF ALL CLAIMS OF LESSEE, EXCEPT THAT LESSOR, HIS SUCCESSORS OR ASSIGNS, SHALL NOT DRILL ANY WELL ON THE LAND QUITCLAIMED WITHIN FIVE HUNDRED (500) FEET OF ANY PRODUCING OR DRILLING WELL RETAINED BY LESSEE.

29. THIS LEASE AND ALL ITS TERMS, CONDITIONS AND STIPULATIONS SHALL EXTEND TO AND BE BINDING UPON THE HEIRS, EXECUTORS, ADMINISTRATORS, GRANTEES, SUCCESSORS AND ASSIGNS OF THE PARTIES HERETO.

30. ANY NOTICE FROM THE LESSOR TO THE LESSEE MUST BE GIVEN BY SENDING THE SAME BY REGISTERED MAIL ADDRESSED TO THE 533 N. LACIENEGA BLVD., L. A. 48, CALIF. AND ANY NOTICE FROM THE LESSEE TO THE LESSOR MUST BE GIVEN BY SENDING THE SAME BY REGISTERED MAIL, ADDRESSED TO THE LESSOR AT P. O. BOX 424, MOORPARK, CALIFORNIA.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AS OF THE DATE FIRST HEREINABOVE WRITTEN.