

(5) Notwithstanding the death of the lessors, or their successors in interest, the payment or tender of rentals in the manner provided above shall be binding upon the heirs, devisees, executors, and administrators of such persons.

(6) If at any time prior to the discovery of oil and / or gas on this land and during the term of this lease the lessees shall drill a dry hole or holes on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying period, or provided the lessee begins or resumes the payment of rentals in the manner hereinabove provided; and in this event, Paragraph Four (4) hereof, governing the payment of rentals and the manner and effect thereof, shall continue in force.

(7) In case the lessors, their heirs or assigns, owns a less interest in the above described premises than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid to the lessors only in the proportion which their interest bears to the whole and undivided fee .

(8) The lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, and shall have the right to pump wells on adjoining lands from powers located on said premises. When requested by the lessors, the lessees shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than Two Hundred (200) feet to the house or barn now in said premises, without the consent of the lessors. Lessees shall have the right at any time during or after the expiration or cancellation of this lease to remove all machinery, fixtures, houses, buildings, and any and all other structures placed on said premises, including the right to draw and remove all casing.

(9) If the estate of either party hereto is assigned (and the privilege of assigning, in whole or in part, is expressly allowed), the covenants hereof shall extend to their heirs, executors, administrators, successors, and assigns, but no change of ownership in the lands or in the rentals or royalties shall be binding upon the lessees until after notice to the lessees and there has been furnished the lessees a written and duly recorded transfer or assignment or a copy thereof, certified by the county officer in whose office same is recorded.

(10) If the leased premises shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, demise, or otherwise, or to furnish separate measuring or receiving tanks. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands, and the holder or owner of any such part of parts shall fail to make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease as it covers a part or parts of said land upon which said lessee, or any assignee hereof, shall make due payment of said rentals.

(11) Lessors hereby warrants and agrees to defend the title to the lands herein described and agrees that the lessees, at its option, may pay and discharge any judgments, taxes, mortgages, or other liens, existing, levied, or assessed on or against the above described lands and may also redeem said lands for and on behalf of the lessor 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 judgment, mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

(12) Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if the lessees shall commence drilling operations at any time while this lease is in force, this lease shall remain in force, and its terms shall continue so long as such operations are diligently prosecuted and, if production results therefrom, then as long as such production continues.

(13)(Void)

(14) The lessee, its successors or assigns, shall have the right at any time hereafter upon the payment of One (\$1.00 Dollar, to the lessors, their heirs or assigns, to surrender the whole or any part of the lands described in this lease for cancellation, after which all payments and liabilities, thereafter to accrue under and by virtue of the terms of this lease, shall cease and determine as to any part or the whole of said lease so surrendered; it is mutually agreed that the lessee, its successors or assigns, may affect said cancellation by executing a written release (or relinquishment) in duplicate, covering the lands to be surrendered and cancelled, and delivering one copy thereof, together with remittance, to the lessors and by delivering the other copy to the recorder of the county in which the lands are situated and having said release ( or relinquishment) recorded. It is further agreed that delivery of said remittance and release (or relinquishment) may be made by depositing same in any United States post-office in an envelope duly stamped, registered, and addressed to lessors, or their heirs, executors, administrators, or assigns, at the post-office address in this lease first hereinbefore written, unless the lessors have previously notified lessors of a change having been made in said address.

(15) 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 been first finally judicially determined that such failure exists, and after final determination, lessees is given reasonable time therefrom to comply with any such covenants, conditions, or stipulations.