

the drilling of another well, or begin or resume payment of rentals, as above provided. If after the expiration of the fixed term of this lease production shall cease for any period of sixty (60) consecutive days by reason of failure of the then existing well or wells, this lease shall not terminate as long as lessee is diligently trying to put the existing well or wells on production by reconditioning, deepening, plugging back or otherwise, or if lessee shall begin operations for drilling another well within ninety (90) days from the expiration of said sixty (60) days, and this lease shall remain in force during the prosecution of such operations, and, if production results therefrom, as long as oil or gas can be produced. Notwithstanding any provision in this lease contained to the contrary, if lessee shall commence operations for deepening, reconditioning or drilling a well while this lease is in force, this lease shall remain in force and shall continue as long as such operations are prosecuted with reasonable diligence and if production results therefrom, then this lease shall remain in force as long as oil or gas is or can be produced.

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(4) In case the lessor owns a less interest in the above described premises than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid to the lessor only in the proportion which his interest bears to the whole and undivided fee.

(5) Lessee, free of cost, may use oil, gas, or water found on said lands for operating purposes, but not water from lessor's wells; lessor, or anyone holding through or under him, to have free gas for stoves and inside lights in the principal dwelling house on said lands from any well thereon producing gas only by making his own connections therewith, the use of such gas to be at the sole risk and expense of the lessor, or anyone holding through or under him. When requested by the lessor, the lessee shall bury its pipe lines below plow depth and also pay for damages 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 on said premises, without the consent of the lessor. Lessee shall have the right at any time during or within a reasonable time 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.

(6) 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 lessee until after it has been furnished with a certified copy of the recorded instrument evidencing same.

(7) 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 rents and royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to the 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 conveyance, devise, or otherwise, or to furnish separate measuring or receiving tanks. It is agreed that in the event this lease shall be assigned as to a part or parts of the above described lands and default shall be made in the payment of the proportionate part of the rent due upon any such part, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which due payments of said rentals shall be made.

(8) Lessor hereby warrants and agrees to defend the title to the lands herein described and agrees that the lessee, at its option, may pay and discharge any judgments, taxes, mortgages, or other liens, on or against the above described lands, and may also redeem said lands for and on behalf of the lessor or lessee, and, in the event lessee 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, tax, mortgage or other lien, any royalty or rentals accruing hereunder. The lessee may become purchaser at any and all tax or foreclosure sales of the above lands. Lessor agrees to pay one-eighth (1/8) of all taxes of whatsoever kind or character now or hereafter levied by any duly constituted taxing authority upon the oil and gas produced from the premises hereinabove described, but the lessee shall have the right to pay such tax and to deduct the lessor's proportionate share thereof from any royalty payments accruing hereunder.

(9) It is agreed that the times for beginning or for performing any work or operations under this lease shall be suspended or extended during such periods of time as such work or operations shall be delayed, interrupted or prevented by any cause of whatever kind or nature beyond the reasonable control of the lessee.

(10) Lessee may, at any time upon the payment of One Dollar (\$1.00) to the lessor, surrender the whole or any part of the lands described in this lease by delivering or mailing a release thereof to the lessor, or by placing a release thereof of record in the proper county, and thereupon all payments and liabilities and other obligations of the lessee hereunder shall cease as to the lands embraced in such release. All land leased shall remain subject to easements for rights of way necessary or convenient for lessee's operations on land retained by it.

(11) It is agreed that this lease shall not be terminated, forfeited or cancelled for failure by lessee to perform any of its implied covenants, conditions, or stipulations until it shall have been first finally and judicially determined that such failure or default exists, and thereupon lessee shall be given a reasonable time thereafter to correct any default so determined, or at lessee's election it may surrender the lease with option of reserving under the terms of this lease each producing well and ten (10) acres surrounding it as selected by lessee, together with the right of ingress and egress thereto. Lessee shall not be liable in damages for breach of any implied covenant or obligation.

(12) If lessee at any time shall include the lands covered by this lease in a unit or cooperative operating agreement, lessee shall have the right to include lessor's royalty interest in said agreement and thereupon said agreement shall exclusively control the drilling, operating and producing of said lands, anything to the contrary in this lease notwithstanding. If the lands or leases included in said agreement are to be