

long as or if compliance therewith is hindered, delayed or prevented by such law, order, rule or regulation. If drilling operations or compliance with the provisions of this lease, both expressed and implied, is hindered, delayed or prevented by reason of any such law, order, rule or regulation at the expiration of the primary term hereof, the primary term shall be and the same is hereby extended for the full term of such hindrance, delay or prevention and for a period of one (1) year after such law, order, rule or regulation causing or resulting in the delay, hindrance or prevention has as to the lands herein leased become wholly ineffective. Prior to the discovery of oil, gas or other mineral upon the leased premises the extension herein granted shall be ineffective unless Lessee shall, at or before the expiration of the primary term and during the period of such hindrance, delay or prevention, continue to pay or tender the annual delay rentals hereinabove mentioned as to all lands then subject to this lease on each anniversary rental paying date as the same become due and payable or until drilling operations are commenced or production of oil, gas or other mineral is obtained in accordance with the other provisions of this lease and the payment or tender of such rentals at such times shall have the same force and effect as rental payments paid or tendered during the primary term hereinabove mentioned. If rental payments have been suspended under the terms of this lease by reason of the commencement of operations for drilling or on account of the production of oil, gas or other minerals prior to the time Lessee is hindered, delayed or prevented by any such law, order, rule or regulation, Lessee may resume the payment or tender of the annual delay rental on the rental date next ensuing after Lessee has been hindered, delayed or prevented from complying with provisions of this lease as aforesaid, and the resumption of the payment of delay rentals shall have the same force and effect as though rentals had been continuously paid on each rental paying date, ~~and by continuing such annual paying date~~, and by continuing such rental payments Lessee may extend this lease beyond the primary term for the full period hereinabove mentioned.

If, during the term of this lease, oil, gas or other mineral is discovered upon the leased premises, but Lessee is prevented from producing the same by reason of any of the aforementioned laws, orders, rules or regulations, this lease shall nevertheless be considered as producing and shall continue in full force and effect until Lessee is permitted to produce the oil, gas or other mineral and as long thereafter as such production continues in paying quantities or drilling or reworking operations are continued as elsewhere herein provided.

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid lessor shall be reduced proportionately.

11. Lessors hereby release and waive all rights of homestead.

All of the provisions of this lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, administrators, successors and assigns.

This agreement shall be binding on each of the above named parties who sign the same, regardless of whether it is signed by any of the other parties.

IN WITNESS WHEREOF, this instrument is executed on the date first above written. All bonus and delay rental monies payable hereunder shall be paid to Virginia A. Pape or to her credit in the ~~pos~~itory bank named herein. /de

WITNESSES:

Virginia Pape

George M. Pape

STATE OF TEXAS )  
)SS.  
County of Harris)

On this 16th day of October, 1944, before me personally appeared Virginia Pape, wife of George M. Pape to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and affect of signing and acknowledging the said instrument.

Given under my hand and seal this 16th day of October, A. D., 1944

My commission expires  
June 1st, 1945

C. B. Hightower  
Notary Public.

(NOTARIAL SEAL)

STATE OF SOUTH CAROLINA )  
)SS.  
County of Beaufort)

On this 20th day of October, 1944, before me personally appeared George M. Pape, husband of Virginia Pape to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and affect of signing and acknowledging the said instrument.

Given under my hand and seal this 20th day of October A. D. 1944

My commission expires  
at the Pleasure of the Governor

Marguerite Waterhouse  
Notary Public.

(NOTARIAL SEAL) \$0.55 U. S. DOCUMENTARY STAMPS Cancelled 10/28/44 D.D.