

rentals in the amount and in the manner specified in Paragraph 4 hereof on or before the last day of the primary term and annually thereafter while the provisions of this paragraph are invoked by Lessee.

10. If oil, gas, or other mineral shall be discovered on the leased premises and if, in the judgment of the Lessee, it shall become unprofitable or uneconomical to produce the same due to the low price obtainable for such products or due to the restricted allowable production under the laws of the state in which the land is situated, under any federal law, or under orders or regulations of the appropriate governing bodies, and, if, in the judgment of the Lessee, such unprofitable or uneconomical conditions are temporary, then Lessee may shut in and cease producing during the existence of such unprofitable or uneconomical conditions, for a period not in excess of two (20) years, during which time it shall be deemed that oil or gas is being produced and this lease shall continue in effect, if Lessee shall pay to Lessor annually during such period rentals, in like amount and in like manner as provided in Paragraph 7 hereof. Nothing herein contained shall be construed to require the payment of rentals covering the same period for which rentals are paid under the provisions of Paragraph 7.

11. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns of the parties hereto. But no change in ownership in the land or in the rentals or royalties shall be binding on the Lessee until after notice to the Lessee has been furnished with the written transfer or assignment or a certified copy thereof, and in case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion of the leased premises or assigned portions arising subsequent to the date of assignment. 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 the separate owners and paid to them 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, devise 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 or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, on an acreage basis, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee hereof shall make due payments of said rentals. If six or more parties become entitled to rentals or royalties hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating a trustee to receive payments for all.

12. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee shall bury pipe lines below ordinary plow depth.

13. Lessee agrees to pay for damages to crops or improvements caused by operations of Lessee.