

14. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respect Lessee has breached this contract. Lessee shall have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the laps of sixty (60) days after service of such notice on Lessee. It being hereby specifically understood and agreed, that, except for the failure to pay rentals as herein provided, this Lease shall not terminate, without judicial determination that the covenants herein contained have not been complied with in accordance with the terms of this Lease. Neither service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee had failed to perform all its obligations hereunder.

15. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at his option may discharge any tax, mortgage or other lien upon said land, and in event lessee does so, Lessee shall be subrogated to such lien with the right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. The application of any rentals or royalties to the payment or any tax or any lien which appears of record against said land, or for the reimbursement of Lessee for the payment of any such tax or lien, shall constitute full and complete payment of such sum, in like manner as if such payment had been made to Lessor or to the depository herein named, whether or not such tax or other lien constitutes a valid lien against said land. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns a less interest in the above described land, or any part thereof, than the entire undivided fee simple estate therein, whether or not this lease purports to cover the whole or a fractional interest, then the royalties and rentals to be paid Lessor shall be only in the proportion that his interest bears to the whole and undivided fee and in accordance with the nature of the estate of which he is seized. Lessee shall have the right to accept leases or conveyances from others owning or claiming to own interests in the land or minerals covered hereby adverse to the right of Lessor herein. Provided, that nothing herein contained shall be construed to deprive Lessee of any right or remedy for breach of warranty afforded by law, including, but not limited to, the marshaling of assets in the event of a foreclosure of any lien or encumbrance.

16. This agreement covers the entire understanding of the parties. There are no oral agreements, promises or representations inconsistent with or supplementary to the agreement herein expressed.

Witness our hands and seals on the 3RD day of FEBRUARY 1954.

Witnesses:

Lawrence G. Gledhill

Charles F. Noble
Frances M. Noble
 Lessors

Attest:

Lawrence G. Gledhill

Belco Petroleum Corporation,

By: A. S. Senter Pres.
 Lessee.