

any taxes, mortgages, or other liens existing, levied, or assessed on or against above-described lands and, in 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 mortgage, tax or other lien, any royalty or rentals accruing hereunder.

11. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided Lessee resumes and diligently prosecutes operations for drilling a well within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations and during the prompt payment of said minimum annual royalties or rentals, and if production results therefrom then, as long as production continues and said minimum royalties are paid as provided above.

12. Lessee may at any time surrender this lease by delivering or mailing a release thereof to the Lessor, or by placing a release thereof of record in the proper county.

13. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said Lessor or Lessee.

WAR CLAUSE FOR OIL AND GAS LEASE:

This lease shall not be terminated, in whole or in part, nor shall Lessee be held liable in damages for failure to comply with the express or implied covenants hereof, if compliance therewith is prevented by, or if such failure is the result of, any Federal or State laws, executive orders, rules, or regulations. If, at the end of the primary term hereof, such term has not been extended by production or drilling as in this lease provided, and Lessee, by reason of any of the above recited causes, is unable to drill a well on the leased premises for oil or gas, the primary term and the rental provisions hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause. During any period that Lessee is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect, provided the minimum royalty above stipulated of \$ 2160.00 per year is paid promptly by the date herein provided.