

8. RENTALS. Belco, Clark and Getzler shall pay all rentals which shall become due and payable under the oil and gas leases set forth in Exhibit "1", insofar as they cover the lands described in said Exhibit, and upon being billed therefor, Marathon agrees to reimburse Belco, Clark and Getzler for one-half of all such rentals paid during the term of this agreement. Belco, Clark and Getzler shall make a bona fide effort to pay such rentals at least thirty (30) days prior to the due date and submit evidence of payment to Marathon. Belco, Clark and Getzler shall not be responsible for any failure to pay such rentals, so long as they have acted in good faith.

9. STANDARDS OF PERFORMANCE. In drilling said test well, Marathon shall conduct all operations connected therewith in accordance with the standards of a reasonably prudent operator. Marathon shall employ such practices as are consistent with sound engineering, effective geological exploration, and oil field safety. Marathon shall comply with all applicable laws and governmental rules and regulations.

10. TESTS. The covenants, terms and provisions contained in Exhibit "4", entitled "Provisions Applicable to Test Wells", attached hereto and made a part hereof by reference, shall be applicable to the drilling of all test wells hereunder.

11. INDEMNIFICATION. Marathon shall and does hereby covenant and agree to indemnify and hold Belco, Clark and Getzler harmless from any and all liens, judgments and claims of any kind or character arising from its operations under and by virtue of this agreement, including claims for damages to stock, crops, fences, buildings or structures and claims for personal injuries to and death of persons.

12. INSURANCE. During all operations conducted under and by virtue of this agreement, Marathon shall comply with the