

1. Lessor agrees that the above referred to oil and gas lease covers not only the present ownership of Lessor in and to the oil and gas (as oil and gas is defined in said lease) in and under the lands above described, but said lease also covers and includes all the right, title and interest of Lessor in such oil and gas interests that Lessor may acquire upon the expiration of the term of any mineral interest presently owned by other parties and whether such acquisition be by expiration of the present term of the outstanding mineral interest, reversion, or by any other method. Lessor does hereby lease and let such interests pursuant to all the applicable provisions of said oil and gas lease.

2. Upon any such acquisition, Lessor will be entitled to the royalty payable on any such oil and gas interests.

3. The agreements herein set forth shall be deemed to be covenants running with the lands herein above described.

4. This amendment shall be binding upon the parties hereto and their respective successors and assigns.

Dated and executed this 12<sup>th</sup> day of November, 1970.

MILLER LAND AND LIVESTOCK COMPANY

By

Robert L. Miller  
President

ATTEST:

Michael M. Miller  
Secretary

DEPCO, INC.

By

Ray Depl  
VICE President

ATTEST:

J. V. Kowalski  
Secretary