

PROVIDED, however, default in such payment or any subsequent payments shall not operate to terminate said lease until lessor gives lessee notice in writing thereof, and the payment of such rent within fifteen (15) days from receipt of such notice shall continue said lease in full force. Thereafter, in like manner and upon like payments or tenders of said amount, the commencement of said well may be further deferred for additional periods of six months successively for said term of ten years. The commencement of a well shall operate to suspend all rental payments and the completion of a paying well shall operate as a full liquidation of all rentals under this provision during the remainder of the term of this lease. Should the first or any subsequent well drilled, prior to securing production, be a dry hole, then beginning 12 months from the next succeeding rental paying date after the completion thereof, the lessee shall resume the payment of rentals hereunder unless drilling operations are resumed; the failure to commence operations for drilling another well or to pay rental as herein provided shall terminate this lease as to both parties hereto.

(6) Lessee shall not be bound by any change in ownership of said land, or the assignment of the rentals or royalties thereon, until furnished with an abstract of the title to said land, prepared by a bonded abstracter, at least 30 days before said rentals or royalties are due, otherwise payment to the purchaser's predecessor in title shall bind such purchaser. If at the time of the execution of this lease, said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportions which his interest bears to the whole and undivided fee.

(7) The location of wells, and strata to which wells may be drilled, extent of operations, and all matters incident thereto, shall be only such as lessee deems best. Lessee shall be entitled to conduct operations under this lease on said lands, or any part retained by it, as an entirety, and to pay royalties due as a whole and not as to a particular part or portion thereof. When requested by lessor, lessee shall bury its lines below plow depth. No well shall be drilled nearer than two hundred feet of the house or barn now on said premises. Lessee shall pay for damages caused by its operations to growing crops on said lands. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that lessee shall have the right to assume any mortgage or lien on said land or any part thereof, and thereby become subrogated to the rights of said mortgagee or lien holder and reimburse itself from any payments due lessor under this lease. It is further agreed and understood that there are no implied covenants binding upon lessee or lessor.

(8) As an additional consideration for the execution of this lease, and for the right to exercise all options by the lessee to continue this lease in force, lessee hereby agrees that if during the period of this lease, or during any period for which drilling has been delayed by the payments herein provided for, there shall be drilled on adjacent land and within three hundred feet of any line of said leased land, a paying oil or gas well, the said lessee will, with reasonable diligence, begin and prosecute the drilling of an offset well on said leased land; PROVIDED, that if said well on the adjacent land is a paying gas well, producing gas only, the said lessee may pay to the lessor the same amount of royalty as herein provided for a gas well on the leased premises in lieu of drilling an offset well.

(9) It is understood and agreed that all considerations recited herein, cover, not