

in consideration whereof, the said lessee covenants and agrees: **COMPARED**

1. To deliver to the credit of the Berry-Hart Company, as trustee for said lessor, free of cost, in the pipe line to which it may connect its well, the equal one-eighth part of all oil produced and saved from said premises.

2. To pay the Berry-Hart Company as trustee for said lessors, for gas produced from any oil or gas well and used on or off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth payable monthly at the prevailing market rate.

If no well be completed on said land on or before Jan. 31, 1924, this lease shall terminate as to both parties.

If the lessors own a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the lessors only in the proportion which their interest bears to the whole and undivided fee.

It is understood and agreed that the complete duty of the lessee, in regard to the payments of royalties shall be discharged by payment to the Berry-Hart Company, as trustee as herein provided, regardless of the particular part of the property on which the lessee may be operating or the ownership thereof. The lessee shall incur no liability and shall forfeit none of its rights thereunder because of any default of said trustee in the management or distribution of payments hereunder.

Lessee shall have right to use, free of cost, gas, oil and water produced upon the said land except water from wells of the lessors.

Lessee shall pay for damages caused by its operations on said land, said damages to be paid direct to the lot owner or owners whose land is damaged thereby.

When requested, lessee shall bury its pipe lines below plow depth. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but not change in the ownership of the land or the identity of the trustee or assignments of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer ^{assignment} or a true copy thereof, and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described land and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said land upon which said lessee or any assignee thereof shall make due payment of said rental.

It is the desire of the parties hereto that this lease shall be treated as an entirety, as if the entire legal and equitable interest in the said property were owned by one person and they hereby expressly waive any claim which they may have to require the drilling of a well upon any part hereof as an offset to a producing well upon any other part.

The lessors hereby warrant and agree to defend the title to the lands herein described, and agree that the lessee shall have the right, at any time, to redeem for lessors, or any of them, by payment, any mortgages, taxes, or other liens on the above described lands, in the event of default of payment by the lessors, and be subrogated to the rights of the holder thereof.