

tion of the lessee to discontinue or suspend drilling operations in which to make payment or tender covering the then current period of six months or the unexpired portion thereof, and the right to resume drilling operations when periods of discontinuance or suspension have expired; and drilling operations anywhere on said leased land shall be effective as to the whole. But no payment or tender shall be necessary when a discontinuance or suspension of drilling operations is only temporary and is due to accident or some cause beyond the control of the lessee, or is not at the voluntary election of the lessee.

It is understood and expressly agreed that the consideration first recited in this lease, the down cash payment, receipt of which is hereby acknowledged by the lessor, and the obligation of the lessee expressed in the next ensuing paragraph hereof, shall be held to support and sustain, not only the privileges granted to the date first written in the last preceding paragraph hereof, the date fixed for the first extension, but also the lessee's option of extending the time limit and keeping this lease in force as aforesaid, as well as any and all other rights and privileges conferred on the lessee by this instrument. But save as stated in said next ensuing paragraph hereof the lessee shall not be obligated against the wish or option of the lessee to drill or otherwise carry on any operation hereunder.

If during the period or any extension of this lease and prior to the discovery of oil or gas on said land there shall be drilled on adjacent land, and within 200 feet of any line of the leased land, a well producing daily for 30 consecutive days as much as 50 barrels of oil acceptable to quality to pipe line companies, the lessee will, with reasonable diligence, begin and prosecute the drilling of a well on the leased land in a faithful effort to reach the stratum and produce oil on the leased land.

If the lessee shall drill a well and discover oil or gas in paying quantities in or under said leased land, then this lease shall remain in full force and effect for ten years from such discovery, and as much longer as oil or gas is produced in paying quantities; and having so discovered oil or gas in paying quantities the lessee shall be exempt from loss or forfeiture of this lease in whole or in part except after judicial ascertainment of forfeiture and a reasonable opportunity to save the lease after such ascertainment, or, at the election of the lessee, to save each producing well and have the lease remain in force to the extent of 10 acres of land to be designated by the lessee surrounding each producing well.

When drilling or other operations are delayed or interrupted by fire, storm, flood, war, rebellion, insurrection, riot, strike, differences with workmen, or failure of carriers to transport or furnish facilities for transportation, or as a result of some order, requisition, or necessity of the government, or as the result of any cause whatsoever beyond the control of the lessee, the time of such delay or interruption shall not be counted against the lessee anything in this lease to the contrary notwithstanding.

No well shall be drilled nearer than 200 feet to any house or barn now on said land, unless by consent of the lessor, and nothing herein contained shall deprive the lessor of the full use and enjoyment of said land, subject to the privileges and estate hereby granted, and when requested by the lessor the lessee shall bury all pipe lines so that they will not interfere with cultivation.

Should the interest owned by the lessor in said land prove to be less than the entire fee the royalties and moneys herein provided for shall be delivered or paid to the lessor in the proportion only that the interest of the lessor bears to the entire fee.

If the estate of either party hereto be assigned the covenants hereof shall extend to the assigns and successive assigns; but no change or division in the ownership of the land or the rentals or royalties, by purchase or otherwise, shall operate to enlarge the obligations or diminish the rights and privileges of the lessee hereunder in any particular from what they would have been in the absence of such change or division; nor shall it be