

as including, but not limited to, operations for and the reconditioning, deepening, plugging back, cleaning out, or repairing of any well or wells, or otherwise attempting in good faith to increase or restore production or discover new production.

7. If at the expiration of the primary term of this lease, the premises are not productive of oil, gas, sulphur or other mineral but lessee is then engaged, or, under the provisions of paragraph 6, subsequently becomes engaged in drilling, reworking or mining operations thereon, this lease shall not terminate but shall continue in effect (1) so long as any such operations are being prosecuted with reasonable diligence, and (2) so long thereafter as oil, gas, sulphur or other mineral is produced from the leased premises, if lessee obtains production therefrom as a result of such operations. Operations under paragraph 8 and this paragraph shall be deemed to be prosecuted with reasonable diligence if not more than ninety (90) days shall elapse between either the completion of a dry hole or of reworking operations on a well, or the abandonment of a mine, and the commencement of operations for either the drilling or reworking of another well or the excavating of another mine.

8. If at any time or times while this lease is being continued in effect by production following the primary term, such production should terminate for any reason not set forth in paragraph 4(e), this lease shall not terminate but shall continue in effect for ninety (90) days after termination of such production, and if within such ninety (90) days lessee commences operations either for drilling another well or reworking an existing well or for excavating another mine, on the lease premises, in the effort to obtain additional production therefrom, this lease shall continue in effect (1) so long as such operations are prosecuted with reasonable diligence and (2) so long thereafter as oil, gas, sulphur or other mineral is produced from the leased premises, if lessee obtains production therefrom as a result of such operations.

9. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not), or no interest therein, then the royalties, rentals, and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided.

10. Lessee shall have the use, free from royalty, of water, other than water from lessor's water wells, and of oil and gas produced from the leased premises in all operations hereunder and for repressuring the oil and gas bearing formations, and for the latter purposes such gas may be injected at any point upon said land or on any other land upon the same structure or in the same pool. 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. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

11. It is agreed that the estate of either party hereto may be assigned in whole or in part and as to any mineral. All the covenants, obligations and considerations of the within lease shall extend to and be binding upon the parties hereto, their heirs, executors, administrators, successors, assigns and successive assigns. It is expressly agreed, with reference to every change or division whatsoever, and howsoever arising or effected, in the ownership of said land, royalties, rental or other moneys, or any part of the same, that no such change or division shall operate to increase the obligations or diminish the rights of