

D.C.M.

(e) If lessee obtains production of oil or gas on said land or on land with which the leased premises or any portion thereof has been pooled, and if at the expiration of the primary term or at any time or times thereafter, all such production is shut-in by reason of Force Majeure or of the lack either of a market at the well or wells or of an available pipe line outlet in the field, this lease shall not terminate but shall continue in effect as though production were actually being obtained on the premises, and during the month of January of each year following any year in which all such production was so shut-in, lessee shall pay or tender, by check or draft of lessee, to lessor or to lessor's credit in any depository bank named in this lease, as royalty, one-twelfth of one dollar for each acre of land retained hereunder for each full calendar month in the preceding calendar year that this lease was continued in force solely by reason of the provisions of this paragraph. The owners of the royalty as of date of such payment shall be entitled thereto.

C.B.M.

W.G.M.

5. If operations for drilling a well or excavating a mine be not commenced on said land within twelve (12) months after the date hereof, this lease shall terminate as to both parties, unless lessee on or before the expiration of said twelve (12) months shall pay or tender by cash or the check or draft of lessee, to lessor, or to lessor's credit in the Yoakum National Bank at Yoakum, Texas or its successors, or in the First State Bank at Yoakum, Texas or its successors, which shall continue as the depository, regardless of changes in ownership of rentals which may be paid hereunder, the sum of One Hundred Sixty (\$160.00) Dollars, which shall operate as rental and cover the privilege of deferring commencement of operations for the drilling of a well or excavating a mine for twelve (12) months from the expiration of said twelve (12) months. In like manner and upon like payments or tenders the commencement of such operations may be further deferred for like periods of the same number of months successively during the primary term. If at any time that lessee pays or tenders rental, two or more parties are entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender such rental, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. And it is understood and agreed that the consideration first recited herein covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid, and any and all other rights conferred.

6. If at any time or times during the primary term hereof and before lessee has obtained production of oil, gas, sulphur or other mineral on said land, lessee shall drill a dry hole thereon, or if at any time or times during the primary term and after lessee has obtained production of oil, gas, sulphur or other mineral on said land, the production thereof should terminate or be shut in for any reason, this lease shall not terminate but shall continue in effect if lessee, on or before the rental date, if any, next ensuing after the expiration of ninety (90) days from the date of completion of the dry hole or cessation of production, either (1) resumes production, or (2) commences operations for either drilling another well or reworking an existing well or for excavating another mine on said land, or (3) commences or resumes the payment or tender of rental; and if there be no such rental paying date, then this lease shall continue in effect if (1) lessee within 90 days from date of completion of a dry hole or cessation of production, or before the expiration of the primary term, whichever period of time is the longer, either (a) resumes production or (b) commences operations for either drilling another well or reworking an existing well, or for excavating another mine, or (2) production ceased for a reason set forth in paragraph 4(e) and at the expiration of the primary term the provisions of paragraph 4(e) hereof become applicable. Whenever used in this lease, reworking operations or operations for reworking shall be defined