

force so long as drilling or mining operations are being continuously prosecuted on the leased premises; and drilling or mining operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well or mine and the beginning of operations for the drilling of a subsequent well or excavating of a subsequent mine. If oil, ^{gas,} sulphur or other minerals shall be discovered and produced from any such well or wells drilling or being drilled or sulphur be discovered and produced from any mine or mines excavated or being excavated at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil, gas, sulphur or other minerals shall be produced from the leased premises.

8. It is specially agreed that in event oil, gas, sulphur or other minerals, is being produced or is obtained from said premises after the expiration of the primary term hereof and said production shall for any reason cease or terminate, lessee shall have the right at any time within ninety (90) days from the cessation of such production to resume drilling or mining operations in the effort to make said leased premises again produce oil, gas, sulphur or other minerals, in which event this lease shall remain in force so long as such operations are continuously prosecuted, as defined in the preceding paragraph, and if they result in production of oil, gas, sulphur or other minerals, so long thereafter as oil, gas, sulphur or other minerals is produced from the premises.

9. If said lessor owns a less interest in the leased premises than the entire and undivided fee simple estate, or no interest therein, then the royalties, rentals and other moneys herein provided for shall be paid lessor only in the proportion which lessor's interest, if any bears to the whole and undivided fee.

10. Lessee shall have the right to use free of cost, gas, oil and water produced on said land for all operations thereon, except from water wells of lessor. When requested by lessor, lessee shall bury its pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without the consent of the lessor. Lessee shall pay for damages caused by all operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the rights to draw and remove casing.

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 or 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 lessee hereunder. If the ownership of the royalty becomes changed into separate divided portions of said land and the owners of such royalty desire separate gauges for production from such separate tracts, they shall furnish and set separate measuring and receiving tanks and connections therefor at their sole cost and expense. Lessee shall not be required to off set wells on separate tracts or portions on said land or to furnish upon or as to any such tract or portion separate measuring or receiving tanks and notwithstanding any other actual or constructive knowledge or notice whatsoever, thereof, of or, to lessee, no such change or division shall be binding upon the owner of the lease unless and until after thirty days' written notice thereof, from both lessor and lessor's successor or successors in interest, their successors and assigns, in which all such parties in interest concur, and until such transfers or assignments have been properly recorded in the county or parish where the land lies and copies thereof certified by the County Clerk or Recorder shall have been delivered to the record owner of the lease, on the date of recordation of such transfers or assignments, said notice and copies to be delivered to said record owner at his or its prin-