

of royalty under this lease in the same manner as though such allocated portion of gas production were the actual production from lands covered by this lease.

(g) As to any unit established under subparagraph (c) above, the entire production from each gas well producing from a horizon which is unitized hereunder shall be considered to be gas, and no part of the production (including gas) from an oil well on such unit shall be pooled hereunder. The definitions appearing in Section I of said Brushy Creek gas pooling agreement of May 25, 1942, shall apply to Paragraph 16 of this lease and are hereby incorporated herein by reference. The establishment of a unit under subparagraph (c) above shall not have the effect of changing the ownership of any rental or shut-in production royalty which may become payable under this lease. Nothing herein contained shall impair the right of lessee to release from this lease all or any portion of the lands covered hereby except that lessee may not so release any lands within a unit established under subparagraph (c) above during any period that a well is drilling or the unit or production of gas from a unitized horizon is being obtained on the unit unless all leases subject to the pool as to lands within such unit are released as to said lands.

SIGNED FOR IDENTIFICATION

William G. McManus
William G. McManus

David Crockett McManus
David Crockett McManus

Charles B. McManus
Charles B. McManus

29th Day of September, 1948

17. The term "Force Majeure" as used in this lease shall mean and include: Acts of God, floods, storms, explosion, fires, labor troubles, strikes, insurrection, riots, acts of the public enemy, scarcity of or inability to obtain or use labor, material or equipment, federal or state law, or order, rule or regulation of governmental authority. If, by reason of force majeure, lessee is prevented from satisfying or meeting any condition of this lease, or from complying with any express or implied covenant thereof, or from conducting drilling or reworking operations on or producing oil or gas or other mineral from the leased premises, then while so prevented and for six months thereafter, such condition shall be suspended, and lessee shall be relieved of the obligation to comply with such covenant and shall not be liable in damages for failure to comply therewith; and this lease shall be extended and continued in force while and so long as lessee is prevented by force majeure from conducting drilling or reworking operations on or producing oil or gas or other mineral from the leased premises and for six months thereafter; and the time while lessee is so prevented, plus six months, shall not be counted against lessee, anything in this lease to the contrary notwithstanding. Provided this provision shall not relieve lessee from the necessity of paying delay rentals during the primary term in order to keep this lease in force as specified in this lease. During any period while this lease is continued in force beyond the primary term by Force Majeure as herein provided lessee shall make payments (or tender of payments) to the same parties, in the same amount and in the same manner as provided in paragraph 4 (e) above, said payments or tenders to be made during the month of January following the first date after the primary term on which Force Majeure occurs or continues. Nothing herein shall impair the right of lessee to release from this lease all or any portion of the lands covered hereby and be relieved of all obligations thereafter accruing as to the acreage released.

18. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

19. Lessor hereby warrants and agrees to defend title to the leased premises against the claims of all persons whomsoever. Lessor's rights and interest hereunder shall be charged