

Lessee's operation of the above described tract Lessor agrees at the option of Lessee, and after receipt of written notice to discontinue the use of the gas reserved and to accept in lieu thereof and in full consideration thereof, a cash payment of Seventy-five (\$75.00) dollars per annum.

7. [Directions for Payment] All payments hereunder may be made direct to the Lessor, or de-

to his credit, or the credit of his respective heirs or assigns in

(Bank) of

or by check or draft payable to the order of

and mailed to

8. [Surrender] It is agreed that said Lessee may at any time remove all machinery and fixtures p-

said premises; and further, upon the payment of one (\$1.00) dollar and all amounts due hereunder Lessee shall

right to surrender this lease at any time as to all or any part or parts of the land covered by the same and the

shall be released and discharged from all payments, obligations, covenants and conditions herein contained wh-

this lease shall be null and void as to the land in respect to which a surrender is made except that Lessee may

to use the pipe line rights herein granted upon payment of one (\$1.00) dollar per rod to Lessor for right of wa-

same. Lessor agrees that the recordation of a deed of surrender in the proper county, and the mailing in the Fo-

of a check payable as above provided, for said sum or sums and all amounts then due hereunder, shall be and be

as full and legal surrender of the Lessee's rights under this lease, or under the portion surrendered.

9. [Outstanding Interests] Said Lessee shall not be required in any event to increase the dela-

storage rental, or the gas or oil royalty payments hereunder by reason of any royalty or interest in said oil or

may have been heretofore sold, reserved or conveyed by said Lessor or by his predecessors in title or otherwise

the Lessor does not have title to all the oil and gas in the leased premises or to the storage rights herein leased, th-

and payments thereafter to be made reduced in the same proportion.

10. [Conveyance of Premises] In case of conveyance of all or a part of the premises leased, it

may continue to make all payments to Lessor until furnished with the original or a certified copy of any such

conveyance or other documents or proof to enable Lessee to identify the land conveyed as being all or part of lea-

and proof, and shall apportion the delay rental, storage rental and royalty, in case of any division, according to

11. [Adverse Claim] In case of notice of, or an adverse claim to the premises, affecting all or any p-

rental, storage rental or royalties, Lessee may withhold payment or delivery of the same until their ownership

is determined by a court of competent jurisdiction, and to this end Lessee may file a

for interpleader.

12. [Entire Contract] It is agreed that the entire contract and agreement between Lessor and

embodied herein, and that no verbal warranties, representations or promises have been made or relied upon by

Lessee supplementing, modifying or as an inducement to this agreement.

13. [Heirs and Assigns] All terms, conditions, limitations and covenants between the parti-

shall extend to their respective heirs, successors, personal representatives and assigns.

The aggregate annual storage rentals and storage royalties provided herein s-

not be less than an amount equal to two (\$2.00) Dollars per acre per annum.

This lease cancels and replaces a prior oil and gas lease between the parties

hereto covering the same premises dated February 25, 1948 and recorded in Misc.

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In Witness Whereof the parties to this agreement have hereunto set their hands and seals the day

year first above written.

(SE)

(SE)

(SE)

(SE)

(SE)

(SE)

New York State Natural Gas Corpora

BY *[Signature]* Vice Presid

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