

the occupancy thereof by the Lessee, or resulting from or in anywise growing out of the use or occupancy of the leased premises by the Lessee or any act, default or negligence of the Lessee, its servants, agents; or employees in connection with the occupation or use of said premises; provided, however, that the Lessee will not indemnify or save harmless the Lessor, its successors and assigns, against any claims, demands, suits, judgments or sums of money accruing to the Lessee or any other person resulting from or in anywise growing out of the presence upon the leased premises of the property excepted and reserved by the Lessor in paragraph SECOND hereof or resulting from or in anywise growing out of the exercise of the rights and easements excepted and reserved by the Lessor in paragraph SECOND HEREOF; and

(e) That upon or after the expiration or termination of this lease, the Lessee will, at the request of the Lessor, execute and deliver to the Lessor such instrument or instruments, satisfactory in form to the Lessor and to be prepared at the Lessor's expense, as may be necessary or desirable to evidence the time of the expiration or termination of this lease and/or to remove any cloud upon the title to the land of the Lessor and any encumbrance thereon which may exist by reason of this lease or by reason of the deed from the Lessor to the Lessee referred to in paragraph FIFTH hereof.

NINTH: If the said gas properties of the Lessee on the leased premises shall be destroyed or damaged by fire or other casualty to such an extent that the same cannot be repaired or reconstructed by the Lessee at a cost of less than \$25,000.00, the Lessee shall have the right to terminate this lease by giving written notice to the Lessor within thirty days from the date of such fire or other casualty, specifying in such notice the date thereafter upon which the said lease shall terminate and this lease shall then terminate upon the date specified.

TENTH: If a portion of the leased premises shall be taken under any condemnation or eminent domain proceedings during the continuance of this lease and the remaining portion of said premises shall not be suitable or adequate