

West and associated; provided, that nothing herein shall relieve the said Pyramid Petroleum Company from the obligation to drill such off set wells as may be necessary to prevent a drainage of the said tract of land retained by it; and

PROVIDED, FURTHER, should oil and gas be not found in paying quantities on any part of the acreage retained, then and in that event said lease to be forfeited, unless another well is drilled thereon with one year from this date; and,

The said party of the first part further agrees that the gas well now located on Lot Four (4), if found not to be located on said Twenty (20), acres retained by the Pyramid Petroleum Company, shall be the property of the Pyramid Petroleum Company, with the right of ingress and egress, and the use of such land as may be necessary to operate said well as a gas well only, and improving and cleaning out same when necessary; Provided, that the said Pyramid Petroleum Company shall pay to the said party of the first part one-eighth of the proceeds from the sale of all gas which has been sold from said gas well since it became the owner of same, which is fixed as the -----day of ----- 19-----, and shall hereafter pay one-eighth of the proceeds of all gas sold from said wells provided, further, that the said Pyramid Petroleum Company shall have the right to use free of charge all necessary gas for the further development and drilling and operation, and maintenance of said lease, or other work in connection with any well or wells now or hereafter to be located on any part of the 100 acres hereby retained, and further that W. J. Allen who resides on said premises shall have the right to use free of cost all gas necessary for heating, cooking, or lighting, in the dwelling house located on the above described property;

And the said W. R. McKee further agrees that the said Pyramid Petroleum Company shall have the right at any time it is determined that said gas well is not producing gas in paying quantities to abandon said well, pull the casing and tubing therefrom, and remove same from said Lot 4, with all other personal property used in connection with said gas well, and to have the right at any time subject to agreement between W. F. Allen and the Pyramid Petroleum Company to remove from any part of said allotment described in said departmental leases, and not retained by it, all the personal property located thereon, including the casing in the producing oil well on said premises; Provided, however, that First party, W. R. McKee, shall have the option if Said Pyramid Petroleum Company should determine to pull the casing and tubing from said gas well, to pay the prevailing market price therefor, and thereby acquire title thereto, and prevent same being pulled or removed.

And the said Pyramid Petroleum Company, party of the second part, agrees that it will, and by these presents does surrender, quitclaim, convey, and release unto W.R. McKee, his heirs and assigns all the right, title and interest of the said Second party in and to that portion of said lands described in said leases as follows, to-wit:

Lot Three (3), of Section Twelve (12), and Lot Four (4), of Section Twelve (12), except Twenty (20) acres off the West side of said Lot Four (4), hereinbefore more specifically described as retained by Pyramid Petroleum Company,

and said second party hereby re-affirms its contract made with O. N. West and G. J. Smith, under date of October 3, 1921, by the terms of which, as amended, the said O. N. West and G. J. Smith agreed to and did commence the drilling of a well upon the Southeast Quarter of the Northwest Quarter of said Section Twelve (12), on or before June 10, 1922, in consideration of an undivided three-fourths ($\frac{3}{4}$) interest in said forty acres, which said agreement was in writing and by reference thereto is made a part hereof. And the said second party further agrees that upon the completion of said well, according to the terms of said contract, the said O.N. West and G. J. Smith shall be entitled to record the