

quantity sufficient for commercial use, and fifty dollars per year per well, in advance, for each well drilled on said premises, when started and not completed. Should party agree to locate all wells, so as to interfere as little as possible with the activities of the premises and pay all damages to growing crops or season of its operation. The second party shall have the privilege of suing against each of our the premises if necessary to drill therefor. In case no oil or gas well be drilled on said premises within two years from date hereof, all rights and obligations secured under this contract shall cease upon notice in writing by the party of the first part, in which the second party shall elect to continue this lease in force by paying an annual rental thereof of one dollar per acre per annum for all said premises. Said rental to be paid by deposit to credit of first party in Bank of America National Bank at New York, New York. The second party shall have the right to erect, lay, maintain and remove all pipes, pipelines, machinery and structure necessary for the production, preservation and transportation of oil and gas produced on said premises. This contract shall be subject to the agreement that the party of the second part will have, in case of assignment at any time, cannot this lease by paying up all rentals and other thereunder and paying one dollar consideration to party of first part. It is understood between the parties to this agreement that it shall extend to the heirs, executors and assigns of the parties hereto. Witness our hand and seal this 10th