

release and surrender to the lessor^{or} all of said premises and should no production or either oil or gas in paying quantities be found on said premises as the result of such additional drilling and the lessee shall fail to undertake further drilling within three (3) months from such date and proceed to complete a producing well on said premises, then this lease shall thereupon be terminated and become null and void and the lessee agrees to promptly execute full and proper written release to the lessor.

Fifth: To properly case and equip all wells from which production of either oil or gas is obtained and to employ every reasonable method and care to protect such wells against injury from the accumulation of salt water; to keep the wells properly pumped and cleaned and to use due diligence and means to maintain both oil and gas production to its full capacity.

To prevent salt water or waste oil products from spreading or flowing over the surface of the premises by using buried pipe, tiling or properly constructed trenches to carry such waste oil or water to the main drainage channel or creek. Also to build, maintain and use proper slush basins to catch and hold all slush from drilling operations.

Sixth: The lessee shall have the right to use such quantity of the gas, oil and water produced on said land as is necessary to the proper conduct of the drilling operations thereon under this lease, but not water from wells of the lessor.

The lessor shall have the right to use gas, free of cost, from any well for the stoves and inside lights used in the principal building or dwelling house on said land during the term of this lease by making her own connections with the well.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which said interest bears to the whole and undivided fee.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises by him, including the right to draw and remove casing.

When requested by lessor the lessee shall bury any or all of his pipe below plow depth.

No well shall be drilled nearer than two hundred (200) feet to the house of barns now on said premises.

Lessee shall pay for all damages, caused by his operations, to growing crops or to any improvements and all other damages, and shall commit no waste and suffer none to be committed upon the land and shall keep all pasture gates shut and not disturb the fencing during the period of year when stock is being pastured on said premises.

If the lessee shall fail to properly protect and operate producing wells and shall fail to promptly remedy any such default within thirty (30) days after written notice thereof or demand is served on him by the lessor, then such failure or default shall constitute an abandonment and forfeiture of the lease by said lessee and entitle the lessor to cancel this lease and assume the immediate possession of the premises and all of the producing wells thereon so as to protect and secure all of the production therefrom and all such production shall thereafter belong to the said lessor. The lessee, however, shall have the right to remove all his tools, boilers, boiler houses, pipe lines, pumping and drilling outfits, tanks, engines, machinery and the casing of all dry or exhausted wells within sixty (60) days from such date, but in case of such abandonment or the cancellation of this lease all casing and tubing in producing wells shall be left thereon for use of lessor in operating such wells so long as they continue to produce either oil or gas in paying quantity, the lessee being entitled to the possession thereof only when such casing or tubing is no longer required in the operation of those wells.