

the first part and one half by party of the second part, and each shall be entitled to receive his share thereof from the purchaser of the oil, gas or casing head gas produced from the said land.

Party of the second part shall have the right to use, free of cost, gas, oil and water produced on the said land for his operations carried on upon the said land for oil and gas and he shall have the right to construct and lay lines across the same, but such lines shall be laid beneath the surface below plow depth, when required, by party of the second part. That no damages shall be claimed by parties of the first part against party of the second part on account of operations carried on for oil and gas purposes upon the said land to growing crops, or otherwise, and all property placed upon the said land for oil and gas purposes shall be owned jointly by the parties of the first part and party of the second part, and both parties of the first part and party of the second part shall be obligated to pay their respective one half of all cost and expense incident to the operations conducted and carried on upon the said land, except as above stated; and when the said land is equipped in any respect with material, machinery, houses, etc., the parties of the first part and party of the second part shall own such equipment in equal undivided shares, that is to say, parties of the first part shall own a one-half interest and party of the second part shall own a one-half interest, and if any ^{re}equipment, machinery, houses, etc., are moved from the said property, the parties hereto shall have the right to continue as owner of the same, and if it is sold or otherwise disposed of, the price thereof so received for the same shall be equally divided according to their respective interests in the same.

That the operations carried on upon the said property, including the location of wells, shall be such as the parties hereto in their own business judgement deems best, but when a well producing oil or gas in such quantities as to make it a paying investment is drilled in, the same can be operated and the products from the same utilized when conditions warrant and justify, and all parties agree that they will protect the lines of the said land so that no well on and adjoining property will drain oil or gas from the land described herein, and shall drill all necessary offset wells.

Party of the second part agrees to advise with parties of the first part, and to carry on operations upon the said land in such a way as will benefit mutually the parties of the first part and party of the second part.

That the term of this agreement shall be for a period of time so long as oil or gas is produced in paying quantities upon the said lands, but in the event the party of the second part drills the first well and fails to get oil or gas in paying quantities at a depth to which said well is required to be drilled, then he may have a period of six (6) months after the drilling of the first well within which to commence the drilling of a second well, and if he shall fail to commence the second well within said period of six (6) months, then this contract shall end and the parties of the first part shall have and own the said land free from the terms and provisions of this contract, and the party of the second part shall execute upon demand his written relinquishment of all rights hereunder, and if the second well when so drilled according to this contract shall prove to be non-productive of oil or gas in paying quantities when drilled to the depth of the Turkey Mountain sand then party of the second part shall surrender all his rights under this contract, and the parties of the first part shall own the said land free from the terms and provisions of this agreement.

That parties of the first part shall have the right to require the party of the second part to drill and operate the said property with diligence for his benefit and for the benefit of parties of the first part, and when they are of the opinion that party of the second part is not so operating said property, they shall have the right to make demands