

may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises.

2. To pay lessors for gas from each well where gas only is found, the equal one-eighth of the gross proceeds at the prevailing market rate for all gas used off the premises; said payments to be made monthly and lessors to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house of said land during the same time by making his own connection with the well at his own risk and expense.

3. To pay lessors for gas produced from any well and used off the premises, or for the manufacture of casinghead gas, one-eighth of the gross proceeds at the ^{pre-}valailing market rate for the gas so used for the time during which such gas shall be used, said payment to be made monthly.

4. Should the first well drilled on the above described lease be a dry hole, then and in that event, if a second well is not commenced on said land within twelve (12) months from the date hereof, this lease shall terminate as to both parties. If the second well drilled on the above described land be a dry hole, ^{then} and in that event, the lessee agrees to commence the drilling of a third well prior to the expiration of two (2) years from the date thereof, and to drill at least one well on said land each year during the life of this lease, unless oil or gas is encountered, produced, saved and marketed from such well or wells to be drilled by the said lessee under the terms hereof.

If said lessors owns an less interest in the above described land than the royalties and rentals herein provided shall be paid the lessors only in proportion which his interest bears to the whole and undivided fee;

Lessee shall have the right to use free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of lessor.

When requested by the lessors, lessee shall bury his pipe line below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessors.

Lessee shall pay for damages caused by its operations to growing crops on said lands.

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

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands which the said lessee or any assignee thereof shall make due payment of said rental.

Lessors hereby warrant and agree to defend the title to the lands herein described, and agree that the lessee shall have the right at any time to redeem for lessors, by payment, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessors, and be subrogated to the rights of the holder thereof.

In testimony whereof, we sign, this the 8th day of Dec. 1924.

W. F. Ellsworth,
Ella Ellsworth,
Margaret Butcher,
Will Butcher.