

unless oil or gas is found in paying quantities at a lesser depth. In the event that the second well so to be drilled, as well as the first well, shall be dry, the lessee has the right and privilege to surrender this lease.

3rd. Parties hereto hereby agree that in the event oil or gas is found on said premises, that then the leasehold estate for oil and gas mining purposes so granted to the lessee herein shall endure so long as oil or gas, or either may or can be produced therefrom in paying quantities.

4th. The lessee shall pay to the lessor the sum of \$25.00 as natural and necessary damage to crops, grass and the immediate surface of said land adjacent to each well which shall be drilled upon the above described land. And the lessee shall, at the drilling of each and every well upon said premises, excavate and prepare in the immediate vicinity thereof a proper pit or receptacle in which it shall place all sludge, borings and waste from said well and protect the adjoining surface of said land from the overflow thereof.

5th. When requested by lessor, lessee shall bury his pipe lines, crossing cultivated land, below plow depth. No well shall be drilled nearer than 300 feet of the house or barn now on said premises. Lessee shall not be bound by any change in ownership of said land, or the assignment of rentals or royalties thereon, until furnished with the original instrument of conveyance or a duly certified abstract of title.

6th. The location of wells, extent of operation and all matters incidental thereto shall be only such as lessee in his business judgment deems best, but whenever a well producing oil or gas in such quantities as to make it a paying investment is drilled in and utilized on adjoining property, within three hundred feet of the above premises, lessee shall, within a reasonable time after the commencement of the utilization of such well, commence and complete a well to offset the same.

7th. If said lessor owns a less interest in the above described land than the entire fee simple estate therein, then the royalties and rentals herein provided for shall be paid to the lessor only in the proportion which his interest bears to the whole and undivided fee.

8th. The lessee shall have the right to assign this lease or any interest therein or any portion of the acreage covered thereby, in which last event the lessor shall be liable only for royalties accruing from operations on the acreage retained by him, and be liable only for such proportions of the rentals due under said lease as the acreage retained by the lessee bears to the entire acreage covered by said lease, and the assignee of the lessee shall have corresponding rights and privileges with respect to said royalties and rentals as to the acreage assigned to him.

9th. This lease and all the terms thereof shall bind and run in favor of the respective parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

Madge M. Barnes

E. H. Hubbard

W. A. Porter
Lessor.

V. W. Cone
Lessee.

STATE OF OKLAHOMA)
Muskogee County.) ss.

BE IT REMEMBERED, That on this 21st day of May, 1924, before me, a Notary Public in and for said County and State, personally appeared Madge M. Barnes, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that

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