

second part one half of all money thus expended by him, promptly when statements therefor shall have been rendered,

SECOND:- That if the said party of the first part in operating for oil develop a gas well or gas wells without oil in paying quantities, the said party of the second part shall have the right or privilege of having such well or wells transferred or conveyed to him upon payment of actual cost of drilling the same, together with the cost of the rig, casing, or other material therewith transferred and conveyed; and if the said party of the second part in operating for gas develop an oil well or oil wells without gas in paying quantities, the said party of the first part shall have the right or privilege of having such well or wells transferred or conveyed to it upon payment of actual cost of drilling the same, together with the cost of the rig, casing or other material therewith transferred and conveyed; that each of the said parties, respectively shall have thirty days notice from the other of the completion of such well or wells from the time of their completion, respectively, in which to exercise the option to so purchase from the other and make payment therefor, the said notice to be accompanied by a detailed statement of the cost of the said well or wells, and during such time the said parties shall have, respectively, the right and opportunity of testing and inspecting any such well or wells drilled by the other; and that any well drilled by the said party of the first part, and any well drilled by the said party of the second part, which shall not be purchased by the other party after notice and within the time above designated, shall, together with the products thereof, be and become the absolute property of the party drilling the same; but it is provided always nevertheless that while nothing herein contained shall prevent, hinder or restrain any of the said parties to these presents from going upon the said tracts of land, or any of them at any and all times to put down wells under their respective rights and interests, as aforesaid, nevertheless the necessity of such purchase on the part of the said party of the second part of any gas well or gas wells developed by the said party of the first part shall not arise unless the well or wells shall be distant, at least, twelve hundred feet from the nearest gas well of the said party of the second part or the gas be produced in its real or greatest quantity from a stratum different from all gas wells of the said party of the second part, any of which at such time may be within a radius of twelve hundred feet therefrom; and any gas well or gas wells within the said radius of twelve hundred feet which the said party of the first part may develop that the said party of the second part may not desire or be required to purchase, as aforesaid, or which shall not be purchased by him, shall be securely shut in by the said party of the first part, and every precaution taken to prevent the loss or waste of gas.

THIRD:- That nothing herein contained shall prevent, hinder or restrain the parties to these presents from putting down their respective wells to any and all the ascertained or known oil and gas bearing strata of the district; and should the said party of the first part in his operations for oil obtain an oil well or oil wells, but in so doing pass through or into a volume of gas which might otherwise warrant the said party of the second part in the purchase thereof, as hereinbefore provided, that then and in any such event the right to purchase as to such well or wells shall be suspended and the said party of the first part shall use its best endeavors to confine the said gas and save it from loss or exhaustion, at the cost of the said party of the second part; and should the said party of the second part, in his operations for gas obtain a gas well or gas wells, but in so doing pass through or into a volume of oil which might otherwise warrant the said party of the first part in the purchase thereof, as hereinbefore provided, that then and in any such event the right to purchase as to