

such well or wells shall be suspended and the said party of the second part shall use his best endeavors to confine the said oil and save it from loss and exhaustion, at the cost of the said party of the first part; and when the owner or owners shall have ceased to use such well or wells, under their respective prior rights, each shall give to the other the same notice as hereinbefore required in the development of an oil or gas well, and thereupon all and singular the same rights as in the said original development shall accrue to the parties to these presents, respectively, and the rights to purchase, as hereinbefore provided for, return, and moreover, in the event either of the parties to these presents obtain a well or wells productive of both oil and gas in sufficient quantities to justify the use thereof for both purposes, then the other party shall have the right to its or his respective use of such well or wells under these presents, jointly with the party having put down such well or wells, upon payment of one half the actual cost of drilling the same, together with one half the cost of the rig, casing or other material belonging to such well or wells needed for the enjoyment of its or his respective rights; but it is provided always nevertheless, in this behalf, that this right shall not be permitted when its exercise will hinder or prevent the party who put down such well or wells from the proper enjoyment of his or its prior respective rights; and should either product of such a joint well become exhausted below paying quantities before the other, the owner of the other remaining product shall purchase at a fair valuation from the other of the product exhausted whatsoever interest it or he may have in the material belonging to such well and pay for the same within thirty days after notice; and that should either of the parties to these presents determine to abandon or cease to operate any well or wells held by it or him upon the said lands, or any of them, or should the said wells, or any of them, turn from gas to oil or from oil to gas, they shall thereupon and each time give each to the other the same notice and opportunity of having such well or wells transferred as in the case of original development.

FOURTH:- That notwithstanding the conveyance of the gas rights aforesaid under these presents, to the said party of the second part, the said party of the first part shall have the right to have and take from any wells put down by it whether productive of either oil or gas such gas as it may need for its operations upon the said lands, but it is provided always nevertheless touching such gas that there shall become and remain due and payable from the said party of the first part, whatsoever rent may accrue for and on account of the use, as aforesaid, of the said gas; and that the parties to these presents, shall at all times conduct their operations upon the said tracts of land in a spirit of fairness and for their mutual protection, and, among other things, do their utmost endeavors to shut or case off at reasonable expense, all fresh and salt water from the possible oil and gas bearing strata.

FIFTH:- That the said parties to these presents shall and do have and hold all and singular their respective rights thereunder with full notice of and subject to all and singular the covenants, agreements, stipulations and conditions aforesaid, under and by virtue of which the said several estates have been respectively created, granted and conveyed; and further, in the event it become necessary at any time or times under the said covenants, agreements, stipulations and conditions or any of them, or any implications therefrom, to put down any well or wells upon the said tracts of land, or any of them, the same shall be done at the joint cost, charge and expense of the parties to these presents, share and share alike, and if any such well or wells produce oil and not gas in quantities sufficient to warrant the purchase thereof for that purpose by the said party