

but said lessee does not guarantee against a deficient supply of gas for said dwelling by pumping said well or wells, or otherwise, nor shall said lessee be held liable for any injury or injuries to the person or property of said first part-- arising out of use of said gas,

4th. Should other minerals than oil or gas be found in paying quantities and said second party elects to develop said other minerals, then said second party shall deliver to first part-- at the mouth of shaft or well-----per cent of all such mineral or minerals as may be mined and saved therefrom, should second party elect not to operate for such other minerals, then first part-- shall have the right to operate for same, provided such operations do not interfere with operations by second party for oil or gas.

5th. Said second party shall have the privilege of excavating, drilling or boring for water, and of using sufficient water, wood, gas and oil from the premises herein leased to run all machinery for the prosecution of said business on this, and adjoining premises, operated jointly as one property and all water, wood, and timber otherwise necessary or convenient for the carrying on of mining operations without charge, Provided, however, that when all oil is used, each lease shall furnish its proportion.

6th Second party shall have free pipe line right of way over this property and any other property owned and controlled by the first part-- together with a right of ingress and egress for the purpose of laying, maintaining, operating and removing said pipe line and appliances used in connection therewith, but second party shall bury, when requested to do so by first part-- all its oil and water lines used to conduct oil, gas or water over said premises.

7th. Second party shall have free use of the land herein conveyed for the purpose of erecting and maintaining such tankage as may be necessary for the casing for of oil produced by said second party.

8th. For and in consideration of the obligations entered into by the second party and the payment of said sum of Four hundred (\$400.00) dollars, the option is hereby granted to second party to cancel this lease at any time after the expiration of ten years from the date hereof, by giving notice to first parties of its intention to do so, and removing its property from the premises and surrendering possession of same to first parties and said first parties hereby agrees that said payment of Four Hundred dollars (\$400.00) dollars is a valuable consideration held and deemed by the party of the first part as sufficient to support each and every one of its options, rights and privileges granted by this lease to the second party, and is to be so construed.

9th. All moneys due on this lease may be paid to said lessors personally or by check deposited to the credit of Eli E. Hardridge, at the Citizens National Bank of Okmulgee, Okla. the date of depositing of such check to be treated as the date of payment.

10th. Party of the first part shall pay and discharge all liens, taxes and assessments that are now against or that may hereafter accrue be levied or assessed against said premises before the same become delinquent and failing so to do, party of the second part is hereby authorized to advance