

RIDER TO OIL & GAS LEASE

This rider is attached to and made a part of Oil & Gas lease dated December 3, 1971, executed by Burleigh Dean Binning (aka Dean Binning) and Josephine H. Binning, his wife as Lessor(s) to the HUMBLE OIL & REFINING COMPANY as Lessee.

In the event of the commencement of a drilling operation or the construction of a roadway upon the leased premises, the Lessee shall:

- (A) Consult with Lessor as to the location of the drillsite or roadway and as to the timing to the end that insofar as may be reasonably possible any undue interference with Lessor's ranching operations will be avoided or minimized;
- (B) So plan and construct its pits or tanks for the containment of oil, water, mud or other waste material, that the same are reasonably considered to be leak-proof and proper and in accordance with all applicable laws and regulations; and
- (C) Upon completion, properly level the land and restore the leased premises to their former condition, as nearly as may be practicable, unless Lessor desires that the roadway be left for Lessor's use.

Lessee shall not drill seismic holes within 1,000 feet of any existing water well of the Lessor, unless Lessor shall give written permission to such closer drilling, and all seismic holes shall be properly ~~plugged in accordance with existing laws and regulations~~ cemented or plugged from the bottom of the hole to the surface at the request of the Lessor.

*J.B.B.* Initialed for Identification