

within thirty days from date hereof. ~~Unlawful~~

2. Second party agrees and binds himself, in consideration of the execution and delivery of said assignment of said interest as above provided, to commence the actual drilling of a well upon a location, selected by him upon said above described premises, within thirty days from this date, and to continue the drilling of said well, with due diligence, and without unnecessary delay to the Wilcox sand, found in this vicinity at the approximate depth of _____ feet below the surface, or the second break in the Mississippi Lime, unless oil or gas be found in paying quantities at a lesser depth. Said well is to be drilled at the cost and expense of second party, and free of cost and expense to first party.

3. In the event said first well produces gas in paying quantities at a lesser depth than the Wilcox sand, then it is agreed that second party may elect to save said well as a gas well, in which event he shall retain all of the proceeds from the sale of the gas from such well until he is repaid for the cost and expense of drilling and completion, shoring, cleaning out and tubing the same, but in this event second party shall immediately overcome the drilling of a second test well, and shall complete said second test well to the Wilcox sand as hereinbefore specified, at his own cost and expense, and free of cost and expense to first party.

4. In the event said first well produced gas in commercial quantities at a lesser depth than the Wilcox sand, as hereinbefore specified, then second party has the option to bradenhead off said gas, and continue the drilling of said first well to the Wilcox sand, as hereinbefore provided, and in this event first party shall pay his proportionate part of the cost and expense of bradenheading off the gas, but nothing else, and second party may retain all of the proceeds from the sale of such gas until he has received an amount of money that equals the cost of bradenheading said gas sand.

5. Upon the completion of said first well, or, in the event said first well is saved as a gas well, then in the event of the completion of said second well to the Wilcox sand, then the interest of the parties hereto shall be and become a working interest, and each interest shall thereafter bear its proportionate part of all future and subsequent development, operation management and control.

6. It is mutually agreed that both parties hereto will use their best efforts to acquire leases on the lots adjacent and adjoining to the lots hereinbefore described, and in the event such leases are procured, the same shall be held to be completely covered and included in this agreement, and subject to the terms hereof, further, first party agrees to procure any additional requirements on the title to said tract.

7. In the event said well is a dry hole, then and in that event second party has and retains title to all of the machinery, tools, casing, equipment, connections and other oil well supplies and materials used by him in the drilling and completion of the same, and first party shall have no interest therein.

The covenants and agreements hereof, extend to and are binding upon the parties hereto, their heirs, executors, administrators and assigns, and this agreement is especially made subject to the laws of the State of Oklahoma and the rulings of the court, in the event of an injunction suit.

In testimony whereof, we sign in duplicate, the day and year first above written.

H. F. Hauserman, First Party,
J. W. Holman, Second party.

State of Oklahoma }
County of Tulsa) SS Before me, Notary Public in and for said County and State on this
26th day of March, 1924, personally appeared H. F. Hauserman and J. W. Holman, to