

upon him in writing as to what parties of the first part consider should be done in the way of operating and developing the said property for oil and gas, and the party of the second part shall comply with such demands, if in his judgement they are reasonable and proper, but if he shall not so comply with the same, his failure to do so shall be evidence of the fact that he considers such demands unreasonable and improper, and thereafter the parties shall be relegated to a proper court having jurisdiction over such matters, and no forfeiture shall result as to the interest of the party of the second part by reason of his failure to comply with the written demands of parties of the first part.

That as heretofore provided, the said operations shall be carried on by party of the second part for the benefit of himself and with the approval and for the benefit of the parties of the first part, and each of the parties hereto shall pay his proportionate share of the cost and expense of developing the said property and of carrying on operations thereon, except to the extent above stated, and except that no charge shall ever be made on account of office or field supervision, and if either party to this agreement shall fail to pay his proportionate share of the cost of the development of the said land for oil and gas, and the carrying on of operations thereon, a lien shall immediately attach to the interest of such defaulting party in the said oil and gas rights in favor of any one of the other parties who shall pay voluntarily that portion of the cost of such defaulting party, or who shall be compelled to pay that portion of the cost and expense herein required to be paid by such defaulting party, and his lien shall not only attach to the interest of such defaulting party but to the proceeds from the sale of oil and gas which otherwise would be entitled to be received by such defaulting party.

That the parties hereto agree that they will act in the matter of carrying out the terms of this contract with good faith and fidelity to the joint enterprise created and promoted by this agreement, but the royalty interest above provided to be paid to parties of the first part shall be free from the said lien, and no lien shall attach as to such interest and account of any default by any one of the parties of the first part, but the said interest of any one of the parties of the first part in and to said royalty shall not be by the terms of this agreement exempt from attachment or garnishment in manner as provided by law if either of such parties default in making payment of his proportionate part of the cost and expense of carrying on development work on the said land.

The parties of the first part hereby dedicate the said land to use for oil and gas mining purposes, and they shall not do anything with reference to the said land that would interfere unreasonable with the operations upon the said land for oil and gas purposes, and they shall have no claims against the party of the second part on account of their use of the same under the terms of this contract for oil and gas mining purposes, and they are by the terms of this agreement authorized to do all things usually and necessarily done by competent operators in connection with the operations of land for oil and gas purposes.

As a part of the consideration for this contract, it is hereby expressly understood and agreed that W. H. Harris, J. A. Harris, and George W. Strawn, or either one of them, shall always have the right and option to take over any well or wells before the same are abandoned or plugged by paying to the then owner for his one half at the then second hand value of such casing and well equipment as is necessary for the operation of any such well.

This agreement shall extend to and be binding upon the parties hereto and upon their heirs, executors, administrators and assigns.

In witness whereof, the parties hereto have executed this agreement on the day and