

It is further understood and agreed that in the event the second well drilled upon said premises is a producer of oil or gas or either of them in paying quantities, a third well shall be commenced upon said premises at a point to be chosen by lessee within thirty days after the completion of the second well into the tank, and the drilling of the same shall be pursued with the same diligence as provided for in the case of the first well.

In the connection with the drilling of these wells, it is understood that the same shall be drilled, subject to the terms of this agreement, to the Wilcox Sand as found in said community, unless oil or gas be found in paying quantities at a lessor depth.

It is further understood and agreed that in the event any producing well is drilled within a radius of four hundred feet of the boundaries of the above described property, the lessee shall drill such additional offset wells to offset each of said wells, but not to exceed three additional offset wells. In this connection it is understood that lessee shall not be obligated to drill such offset wells unless and until the first well drilled on the above described property is a producer of oil or gas in paying quantities.

It is further understood and agreed that all producing wells shall be diligently worked or pumped and the failure of the lessee to produce or pump oil or gas from said lease in paying quantities after the specified term of this lease, shall work a forfeiture of this lease; but in this connection it is understood that delay or failure to pump said wells due to repairing, improving, cleaning out or providing equipment for the same shall be excused.

Should the first well drilled on the above described land be a dry hole, then and in that event, if a second well is not drilled on said land within six months, this lease shall terminate as to both parties.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from the wells of lessor.

When requested by lessor, lessee shall bury its pipe lines below plow depth.

No wells shall be drilled nearer than fifty feet to any house or barn on said land or premises, without the written consent of said lessor.

It is understood and agreed that lessee shall pay such damages to houses as may be caused by their operations in drilling said wells on said land or premises belonging to the lessor or lessors but not in any event to exceed the sum of One Hundred Dollars (\$100.00) for each house damaged. Lessor or lessors hereby agree and bind themselves to receive and accept actual damages in full settlement thereof but in no event to be more than One Hundred Dollars (\$100.00) per house.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgages, taxes, or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

All royalties due under this lease may be paid to the lessors E. B. Hanson and Henry C. Schultz, of Tulsa, Oklahoma, by virtue of the power invested in them, in a trustee agreement, said agreement being on file in the clerk's office of Tulsa County, Oklahoma.

IN WITNESS WHEREOF, we sign this the 17th day of November, A. D. 1924.

George C. Schmitt,
Olive Schmitt, Nora D. Adams,
Sam Gurber, Oscar F. Freeman,
Lizzie Pearl Freeman, George W.
Jennings, Thomas Chilton, Nool
James Sale, Henry H. Frenken,
Gladys Price and Gus Price, Mary E.
Frenken, William Rufus Cox,
Isla Ethel Cox, Henry C. Schultz,
Sadie J. Schultz, Charlie Deck,
Nora Deck, J. J. Brewster,