

to be made within thirty (30) days from the date of the discovery of gas.

The party of the second part further covenants and agrees to exercise diligence in the sinking of wells for oil and natural gas on the lands covered by this lease, and to drill at lease one well thereon within twelve (12) months from this date, provided that the lessees shall have the privilege of delaying operations for a period not exceeding four (4) years from the expiration of said twelve (12) months, by paying to the guardian of said minor for the use and benefit of said minors, the sum of One Dollar (\$1.00) per acre per annum for each leased tract remaining undeveloped, to be paid in advance at the end of said twelve (12) months for each year operations are delayed, and the failure to make such payments in whole or in part in advance shall operate to forfeit the benefits of the lease to the lessees, and the lease shall become void and of no further effect. Likewise a failure to begin a well on the lease of *Thelma Weaver* or even date herewith within four months from the date hereof and to complete said well as in said lease specified shall render this lease void.

The party of the second part further agrees to carry on operations in a workmanlike manner to the fullest possible extent, unavoidable casualties excepted, to commit no waste on the said land, and to suffer no waste to be committed upon the portion in his occupancy or use; to take good care of the same and to promptly surrender and return the premises upon the termination of this lease to the party of the first part or to whomsoever shall be lawfully entitled thereto and not to remove therefrom any buildings or permanent improvements erected thereon during the said term by the said party of the second part *and improvements* but said buildings shall remain a part of said land and become the property of the owner of the land as a part of the consideration for this lease, in addition to the other considerations herein specified, excepting tools, boilers, boiler houses, pipe-lines, pumping and drilling outfits, tanks, engines and machinery, and the casing of all dry or exhausted wells, shall remain the property of the said *party* of the second part and may be removed at any time before the expiration of sixty (60) days from the termination of the lease; that he will not permit any nuisance to be maintained on the premises under his control, nor allow any intoxicating liquors to be sold or given away for any such purposes on such premises; that he will not use such premises for any other purposes than those authorized in this lease, and that ~~he~~ before abandoning any well he will securely plug the same so as to effectually shut off all water above the oil bearing horizon.

And the said party of the second part further covenants and agrees that he will keep an accurate account of all oil-mining operations, showing the sales, price, dates, purchasers, and the whole amount of oil mined or removed and all sums due as a royalty shall be a lien on all implements, tools movable machinery, and all other personal chattels used in said prospecting and mining operations, and upon all of the unsold oil obtained from the land herein leased as a security for the payment of said royalty. This lease shall be of no validity until approved by the County Court of Creek County, Oklahoma. And no assignment of this lease shall be of any validity without the approval of said Court. It is agreed that the Bonus and all Rentals and Royalties hereunder are to be paid to the County Court of Creek County, Oklahoma, for said Guardian.

Bert W. Weaver, Party of the first part.

J. N. Maupin, Party of the second Part.