

of the party of the second part demand a greater quantity of gas than is being produced from said land at said time, to the extent of drilling and putting down at least one (1) producing well on each forty (40) acres of the above described land, said wells to be put down at the expense of the party of the first part, and if the party of the first part shall fail to develop said land for the production of gas thereon, in accordance with the needs and requirements of the party of the second part, its subsidiary and affiliated companies, then the party of the second part is hereby authorized and empowered to develop said land, not to exceed the putting down of one (1) <sup>producing</sup> well on each forty (40) acres of said above described land, at the expense of the party of the first part; and in event said well or wells are put down, the party of the second part is to keep a true and correct statement of the expense and cost of putting down of each of said wells, and the same shall be paid by the party of the first part; and the party of the second part shall if so desired, credit the amount at the time the same is furnished.

PROVIDED, that in no event shall the party of the second part be held liable in any matters arising from or relative to any of the lands listed in said contract with the said Gulf Company, and not listed or referred to in this instrument.

SECOND: The party of the first part further agrees to sell unto the party of the second part, all of the gas now being produced by the party of the first part, upon the lands above described, and from the lands controlled by it as aforesaid, or which may hereafter be produced by said party of the first part, upon said lands, at the agreed price hereinafter set forth.

(a) Provided, However, that the sale of said gas as above set forth, from the first party to the second party, is subject always to a certain contract made and entered into by and between the party of the first part herein and the Gulf Pipe Line Company, said contract bearing date of the 16th, day of January 1908, a copy of said contract being attached and made a part hereof; and the party of the second part does hereby assume and agree to keep and perform all of the covenants and agreements in said contract to be kept and performed by the party of the first part herein, hereby binding itself to hold the said party of the first part herein free from any and all damages, for breach of any of the covenants of said contract between the party of the first part herein and the Gulf Company, except as in this instrument otherwise provided; and, as aforesaid, the party of the first part herein does hereby assign, transfer and set over unto the party of the second part, all of its right, title and interest in and to said contract.

(b) Further that the aforesaid sale is made subject also to the following provisions to-wit:

Subject to a certain contract made and entered into by and between the party of the first part herein and the Texas Company, said contract bearing date of the 12th, day of May 1908, a copy of which is attached and made a part hereof, and wherein the party of the first part herein agreed to furnish to the said Texas Company, gas at Kiefer Pump Station, at Kiefer, Oklahoma, for a period of two years, the party of the second part herein does hereby assume and agree to keep and perform all of the covenants and agreements in said contract to be kept and performed by the party of the first part herein, hereby binding itself to hold the said party of the first part herein free from any and all damages for breach of any of the covenants of said contract between the party of the first part and the Texas Company. And the party of the first part herein does hereby assign, transfer and set over unto the party of the second part herein, all of its right, title and interest in and to said contract.