

The party of the second part further agrees to drill three additional wells within twelve (12) months after the commencement of the drilling of the first well, and in case of the failure of the second party to drill one well within the time above specified, this lease may be terminated at the option of the party of the first part, upon the giving of ten (10) days notice to the party of the second part.

It is further mutually agreed between the parties hereto, that in the event that the first well fails to produce oil in paying quantities, then, the party of the second part shall have the right to cancel and terminate this lease, upon giving ten (10) days notice to the party of the first part and the payment of Ten (\$10.00) dollars.

It is further agreed that the party of the second part shall have the right to remove from said premises all the tools, boilers, boiler houses, pipe lines, pumps, tanks, engines and machinery, casing and other property belonging to said party of the second part, which said party of the second part, shall have the right to remove within sixty (60) days after the termination of this lease.

It is mutually agreed between the parties hereto that the terms and conditions of this lease shall extend to and be binding upon their heirs, executors, administrators successors or assigns.

Party of the second part further agrees to operate and conduct the lease in a workmanlike manner and further agrees to commit no waste upon said land, or to suffer waste to be committed upon the portion used or occupied by him for the purpose herein named.

In consideration of the premises the said party of the second part, covenants and agrees to deliver to the said first parties, their heirs, or assigns, free of cost, in the pipe line to which the wells may be connected, the equal one eighth ( $1/8$ ) of all oil produced and saved from the leased premises, and to pay one hundred (\$100.00) dollars per year for the gas from each and every well drilled on the premises that produce gas in paying quantities and the product from which is marketed and used off the premises, said payment to be made on each well within sixty (60) days after the commencing to use the gas therefrom as aforesaid, and to be paid yearly thereafter while gas from the said wells is produced in paying quantities.

It is further agreed that the second party shall have the privilege of using sufficient gas and water upon the premises to run all necessary machinery and for drilling purposes, and the said first party is to have gas for domestic purposes free of charge, And the said party of the second part expressly agrees that should he or his sublessees heirs, executors, administrators, successors or assigns violate any of the covenants stipulations or provisions of this lease or fail for the period of Sixty (60) days to perform any of the covenants on his part herein contained, after the performance of such covenants becomes due under this lease, then the said party of the first part, shall be at liberty in their discretion to void this indenture of lease and cause the same to be annulled, with all the rights and privileges of the party of the second part, his sub lessees, heirs, executors, administrators or assigns hereunder shall cease and end.

In witness whereof, we, the said parties of the first part and said party of the second part have hereunto set our hands the day and year first above written.

Carrie Rogan  
S.J. Rogan  
Parties of the first part.

H.C. Poulter,  
Party of the second part.