

made each year.

The parties of the second part, their successors and assigns, further covenant and agree to complete a well upon said premises, unavoidable accidents and delays excepted, within sixty days of the time when the party of the first part shall recover against the said T.W. Overman and all persons holding under him, a final judgment or decree, declaring the aforesaid lease executed by the said party of the first part to the said T.W. Overman, on the 6th day of April 1910, to be forfeited and avoided.

And the parties of the second part, their successors and assigns, further agree to pay to the party of the first part, his heirs or assigns the further sum of Seven Hundred (\$700.00) dollars as bonus for this lease, less whatever sums may be paid in the meantime by the parties of the second part as actual costs and expenses in the prosecution of the aforesaid suit to be brought prosecuted by the party of the first part, such sum to be paid to the party of the first part when a well is completed by them upon said leased premises, and oil is found therein in paying quantities.

And it is agreed and covenanted between the parties hereto that unless the parties of the second part shall find oil upon said premises in paying quantities, that the parties of the second part shall not be obligated to pay said additional seven Hundred Dollars bonus, but shall in lieu thereof surrender to the party of the first part said leased premises and all rights accruing or to accrue under this lease.

And it is covenanted and agreed that the parties of the second part shall have all casing, tubes, rods and fixtures now in and about two certain oil wells heretofore drilled upon said premises, but in the event that the said parties of the second part shall surrender this lease and fail to pay the additional bonus herein provided for, then such casing, tubes, rods and fixtures in said wells now upon said premises shall remain thereon, but the parties of the second part may remove from the well or wells to be drilled by them all casing, tubes, rods and fixtures from all dry or exhausted wells drilled by the parties of the second part upon said leased premises.

And it is further covenanted and agreed by the parties of the second part that if oil is found in paying quantities in the first well drilled by them upon said leased premises, that they will continue the development of said leased premises with due and reasonable diligence until said premises shall be fully developed.

And it is covenanted and agreed that the parties of the second part may at any time remove any and all machinery placed on said premises by them.

And it is covenanted and agreed by the parties of the second part to advance to the party of the first part upon the aforesaid payment of Seven Hundred Dollars additional bonus hereinbefore contracted for, all the necessary costs and expenses accruing in the prosecution of the suit to be prosecuted by the party of the first part against the said T.W. Overman his successors or assigns.

All covenants and agreements herein set forth between the parties hereto shall extend to their successors, heirs, administrators and assigns.  
John W. Archer, Party of the first part.

W. T. Gilcrease  
H. B. Martin, Parties of the second part.