

Parties, Second Party and the First Security Bank, dated May 1, 1951, and hereinafter referred to as "the old escrow agreement". At the time of deposit of the assignments under the new escrow agreement, the First Parties and Second Party agree to join in the termination of the old escrow agreement, said termination instrument to be in the form attached hereto and marked "Exhibit 4". At the time the First Parties deliver to the escrow agent any properly executed option or assignment, as required by Section 1A and 1B hereof, covering any lease described in Exhibit A, the escrow agent will be authorized and directed by the First and Second Parties to destroy the old assignment formerly held under the old escrow agreement for each lease or leases as to which a properly executed option or assignment is delivered.

In the event Second Party may desire to drill a well on any lease included in Exhibit A prior to the time that the option or assignment covering such lease is required by the terms of the new escrow agreement to be delivered to the Second Party, First Parties, upon being informed of such proposed drilling, agree to immediately release from the escrow agreement and to direct the escrow agent to deliver or cause the delivery to the Second Party, as the case may be, the option or assignment covering the lease or leases which the Second Party proposes to drill.

2. Second Party agrees to pay First Parties jointly, subject to the terms and conditions in this agreement contained, the sum of \$146,876.42 for properly executed options and assignments covering all the lands shown in Exhibit A, said price being based on two dollars (\$2.00) per acre. Second Party has heretofore paid First Parties the sum of \$38,000.00 in cash, receipt of which