

land by the lessee; together with such rights of way and privileges on said land as may be necessary for the purpose of operating said power line and installing said oil or gas well; the right to use water either from natural streams or from water wells which the lessee may drill thereon; the right to lay and use lines of pipe for conveying oil, gas and water; the right to erect and operate such tanks, pumps, tanks, power stations, storage lines and other appliances as may be required for said purposes; and the right to remove at any time while this lease remains in force and during three months after its termination, all property, appliances and material which may be placed on said land by the lessee.

The lessee agrees to yield and to pay to the lessor the one eighth part or share of all the oil which he may obtain and save from said land, which share shall be delivered to the lessor from the lessee's tanks at the wells or for the lessor's credit to such pipe line company as may connect the lease with said tanks, and pay for the gas from each well, which shall not produce oil in paying quantities, but produce gas in marketable quantities, a royalty of \$37¹⁰/₁₀₀ each three months in advance while said gas shall be sold by the lessee.

For the purpose of drilling and operating on said land, the lessee shall have the right to use free of royalty, as much gas, or oil as may be necessary.

The lessee may, if any well or wells on said premises produce sufficient gas, have gas free for domestic purposes; but the use of said gas will be at the risk of the lessee, and the lessee shall furnish and put in place all pipe and fittings necessary to connect with the wells.

No well shall be drilled within 300 feet of the lessor's now owned land, except by mutual consent of the lessor and the lessee.

It is further provided, between the lessor and the lessee, that this lease shall become null and void unless a well shall be completed, unavoidable delay or accident excepted, within one year from the date hereof.

All royalties, delay rentals and other payments which may fall due under this lease shall be paid direct to lessor, or be deposited to their credit in the National Bank of Cedar, Ohio. It is further agreed that the lessee herein named his, his or assigns shall within four months after the above date, begin the drilling of a well on the above described land, and diligently prosecute the drilling of said well, until its completion. Lessee further agrees that if it should be found on above described land in marketable quantities that said land shall be protected by wells to offset any well that may or should be drilled on land adjoining and near the line of above described land.

The terms, covenants and conditions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators and