provided by said first party upon said premises; to be delivered to said first party in tanks upon said premises in said tanks. And it is further provided that the option to take said one-eighth part of said oil produced and saved as royalty or the cash market price thereof in Tulsa, Indian Territory, shall vest in the party of the first and at his election he may require of the second party the delivery of the said one-eighth part of the oil produced and saved as aforesaid, or the payment thereof at the price named above in cash. Settlements for oil produced and saved shall be made monthly on the fifth day of each and every month. No cash royalty on gas to be paid by party of 2nd part, until market and buyer be found for said gas; but after such time party of 2nd part shall pay to 1st party one-eighth of the cash proceeds from any and all sales of said gas.

It is further provided and understood by and between the parties hereto that in the event the said second party shall fail to drill the required number of wells as herein provided and within the times as herein stated or shall fail after three years to either maintain a production of 25 barrels per day or drill a second well, then and in that event the party of the first part shall have the right to declare a forfeiture of this lease and again seize and repossess the same as in his first and former estate, giving said second party thirty days notice in writing of his intention so to do.

And the party of the second part agrees that upon the termination of this lease he will promptly yield up and surrender the possession of said premises to the party of the first part.

At the expiration or termination of the rights granted by this instrument, the second party hereto shall have the right to remove all machinery, pipes, tanks, derricks and improvements and all property placed, erected or constructed thereon on said premises, by said second party hereto.

It is understood that each and every of the covenants and agreements contained in this lease shall be and extend to the heirs, administrators, executors, successors and assigns of both of the parties hereto.

Given under the hands and seals of the parties hereto this 22nd day of July A.D. 1906.

Executed in duplicate

Witnesses
J. W. Strong
E. W. Lane

Samuel Yoder
Party of the first part.

Attest:
J. H. Krey. (Corporate Seal)
Secretary

The Union Oil, Mining and Development Co.
By Louis F. Collins
President.

State of Ohio, County of Fulton, SS.

On this 22nd day of July A.D. 1906, before me, A. S. Bloomer a Notary Public in and for said County and State aforesaid, duly commissioned and sworn, personally appeared Samuel Yoder known to me to be the person whose name is subscribed to and who executed the foregoing instrument and acknowledged that he signed, sealed and executed said instrument for the uses and purposes therein expressed.

In Witness Whereof, I have hereunto set my hand and Notarial Seal this 22th day of July A.D. 1906.

(Seal) Fulton Co. O.

A. S. Bloomer.
Notary Public

My commission expires March 5, 1909.