Provided, however, that, if a well not grilled on said premises by January 10th, 1910, then this lease and agreement shall be null and void unless the parties of the second part, within each and every year after the expiration of the time above mentioned for the drilling of a wellshall pay a rental of One Dollar per acre per year in advance until a well is drilled, on which the royalty paid amounts to One Dollar or over per acre, or until this lease is cancelled as hereinafter provided. And it is agreed that the completion of paying oil or gas well shall be and operate as a full liquidation of all rental under this provision during the remainder of the term of this lease. All rentals and other payments may be made direct to parties of the first part or may be deposited to their credit at Bartlesville National Bank, of Bartlesville, Oklahoma. And further, uppn the payment of One Dollar at any time after one year by the parties of the second part, their heirs or assigns, to the parties of the first part, their heirs or assigns, said lessee shall have the right to surrender this lease for cancellation, after which all payments and liabilities thereafter to accrue under and by virtue of its terms shall cease and determine and this lease become absolutely null and void.

All the conditions between the parties hereto shall extend and apply to their heirs, executors, administrators and assigns.

IN WITNESS WHIREOF, the said parties have hereunto set their hands and seals, the day and year above written.

Signed and delivered in the presence of: Daniel A. Dabney

GEO. W. Patchen

Alice A. Dabney

Jonah C. Bixler

STATE OF KANSAS, ) : SS
MONTGOMERY COUNTY. )

Francis Borelli

BE it remembered, that on this the 19th, "day of February, 1909, came before me, a Notary Public, within and for the above named Countyjand State, duly commissioned and acting as such, Daniel Dabney into me personally well known to be the party whoes name appears upon and signed to the foregoing lease as the party grantor, and stated that he had so signed and executed the same, for the consideration and purposes therein named and set forth, and I do hereby so certify. And I further certify that on the same day also voluntarily appeared before me, Alice Dabney, to me personally well known to be the wife of the said Daniel A. Dabney and in the absence of her said husband declared she had of her own free will executed the above lease and signed and sealed the relinquishment of dower therein expressed for the purposes and considerations therein contained and set forth as her free and voluntary act and deed, without compulsion or undue influence on the part of herdsaid husband.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at Tyro Kansas, this the 19 day of February, 1909.

Geof W. Patchen, Notary Public.

(SEAL) My commission expires Feb. 13, 1912.

Filed for record at Tulsa, Okla. Mar. 8, 1909. at 4 o'clock P. M.

H. C. Walkley, Register of Deeds (SEAL).