

to timber or crops growing on said premises by reason of drilling, burying or removing all lines of pipe, or machinery or fixtures used in the production of said oil and gas.

6th. No well shall be drilled nearer than 10<sup>0</sup> feet to any building now on said premises, nor occupy more than one acre.

7th. If no well shall be drilled upon said premises within 100 days from this date, parties of the 2nd part hereby agree to reconvey the above described premises, and thereupon this instrument shall be null and void.

8th. Parties of the 2nd part hereby agree to begin operations under the terms of this lease in 60 days and to complete a well within 105 days from the date hereof, and to continue to develop the above premises for oil and gas, if oil or gas shall be found in paying quantities, and to continue the production of oil or gas during the continuance of this lease. In case parties of the second part shall fail to find oil or gas in paying quantities on said premises, this lease shall become null and void, and parties of the 2nd part shall execute a release of this lease. It is hereby mutually agreed between the parties hereto that a failure to produce oil or gas, or continue development on said premises for a period of sixty (60) days during the continuance of this lease break down and unavoidable casualties or delays excepted shall be deemed a forfeiture of this lease on the party of the parties of the second part.

9th. It is hereby agreed between the parties hereto that in case this lease, or shall decide that oil and gas cannot be produced on said premises in paying quantities, and shall cease operations or production of oil or gas, party of the first part or her assigns, shall have the right or option to purchase all machinery or oil well supplies or appurtenances of any kind belonging to parties of the second part on said premises at such price as parties of the second part may be offered and willing for said machinery, supplies and appurtenances. In case party of the first part shall not elect to purchase said machinery, oil well supplies or appurtenances aforesaid belonging to parties of the 2nd part within sixty days from the date that parties of the second part shall notify party of the first part of the abandonment of this lease, said second party shall have the right to remove all machinery and appurtenances of every kind belonging to parties of the second part on his executing a release of this instrument.

10th. A failure by parties of the second part to comply with any of the above conditions shall render this lease null and void.

In witness whereof the parties hereto have set their hands this 8th day of Sept. 1909.

Josephine Berry.

STATE OF OKLAHOMA)

TULSA COUNTY

( S.S.

Before me a Notary Public in and for said county and state on this 8 day of September 1909, personally appeared Josephine Berry and-----to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.