

In consideration of the premises the said party of the second part covenants and agrees.

1st. To deliver to the credit of the first party his heirs, executors, administrators, successors and assigns, free of cost in the pipe line to which he may connect his wells the equal one eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay to first party eighty dollars each year in advance for the gas from each well where gas only is found, while the same is being used off the premises, and the first party to have gas free of cost to heat his stoves in dwelling house on said premises during the same time.

3rd. To pay to first party for gas produced from any well and used off the premises at the rate of \$150 Dollars per year for the time during which such gas shall be so used, said payments to be made each three months in advance.

The party of the second part agrees to complete a well on said premises within twelve months from the date hereof, or pay at the rate of \$80 dollars in advance for each additional twelve months such completion is delayed from the time above mentioned for the completion of such well until a well is completed, and it is agreed that the completion of such well shall be and operate as a full liquidation of all rent under this provision during the remainder of the term of this lease.

The party of the second part shall have the right to use gas, oil and water from wells, springs or streams produced on said land for its operation thereon, except water from wells of first party.

When requested by first party the second part-- shall bury his pipe lines below plough depth on cultivated land.

No well shall be drilled nearer than 200 feet to the house or barn on said premises.

Second party shall pay for damages caused by it to growing crops on said lands.

The party of the second part shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. All payments which may fall due under this lease may be made direct to J.S. Davis, Guardian or deposited to his credit in the Alamo State Bank, of Muskogee, Oklahoma.

The party of the second part, his heirs, executors, administrators successors and assigns shall have the right at any time on payment of two dollars to party of the first part his heirs, executors administrators, and assigns, 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.

All covenants and agreements herein set forth between the parties hereto shall extend to their heirs, executors, administrators, successors and assigns.

Witness our hands and seals the day and year above set forth.

Witness.

J.S. Davis, Guardian (seal)
of Lawrence Davis.

Jno. T. Hayden. (seal)

STATE OF OKLAHOMA)

MUSKOGEE COUNTY (S.S.

On the 28th day of January A.D. 1910, before me F.J. Gordon, a