

Dollars per year; if the gas therefrom during that period is not marketed or used other than as hereinafter provided, an equal quarterly payment at the rate of Fifty Dollars per year; and quarterly payments to be made in hand or deposited to the credit of the party of the first part in the bank hereinafter named.

In case no well be completed on the above premises to a depth of 2,000 feet or to a sand productive of either oil or gas in paying quantities within one year from the date hereof, this lease shall become null and void and without further effect whatsoever unless the party of the second part shall pay for the delay at the rate of \$1.00 per acre in advance for each and every year thereafter during the term of this lease until a well is completed as above or this lease surrendered as hereinafter provided. Such payments may be made in hand or deposited to the credit of the party of the first part in the Okmulgee State Bank of Okmulgee, Oklahoma.

Party of the second part agrees to carry on operations in a workmanlike manner, to locate all wells so as to interfere as little as possible with cultivation, to pay all damages done to growing crops by reason of the operations on said premises for oil and gas, including the damage resulting from the burying and removing of pipe lines; and unless with the consent of the party of the first part to locate no wells within 100 feet of any house or houses on the premises; to commit no waste on the premises and to use said premises for no purposes other than those necessary or incidental to the operation of said lease for oil and gas, and the piping, storing and removing of of the same; to bury all oil, gas and water lines to a depth of ten inches whenever party of the first part shall so request; to surrender the premises immediately upon the termination of this lease to the party of the first part, at which time all structures, whether permanent or temporary, erected or caused to be erected on the said premises by party of the second part; and all improvements, trade fixtures, engines, machinery, pipe lines, drilling and operating outfits and all casing not in actual use, shall remain the property of the party of the second part, and party of the second part shall have a reasonable length of time thereafter not to exceed 60 days within which to remove the same from the premises.

Party of the second part further agrees that before abandoning any well he will securely plug the same so as to shut off all water above the oil bearing horizon, and agrees to securely shut in or confine the gas in all wells productive of gas in paying quantities.

Party of the second part shall have the right to obtain from wells or other sources on the above described land by means of pipe lines or otherwise, a sufficient supply of water to carry on said operations, and shall have the right to use oil and natural gas from said premises as fuel so far as it is necessary to the prosecution of said operations.

Party of the first part shall have the free use of gas for domestic purposes for one residence on the premises by making his own connections at the well or wells.

It is further agreed that party of the second part may at any time, upon the payment of Ten Dollars and of all outstanding obligations accrued to date which shall have arisen under the terms of this lease, and the filing for record in the office of the register of deeds of the county where the land lies, and the filing of a copy of the same with the county court, surrender this lease and be thereby discharged and released from all future obligations and responsibilities hereunder; and thereupon this lease shall become null and void, and of no further effect; and whatever moneys have