

3rd. To pay to first party for gas produced from any oil well and used off the premises at the rate of twenty five #---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 commence a well on said premises within one year from the date hereof or pay at the rate of twelve and 50/100 dollars in advance for each additional three months such development is delayed from the time above mentioned for the commencement of such well until a well is commenced; and it is agreed that the completion of such well to Tahaha or shallow oil or gas sand 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 produced on said land for its operations thereon except water from wells of first party.

When requested by first party the second party shall bury its pipe lines below plow depth.

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

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

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 Theodore F. Berryhill or deposited to his credit in The Bank of Red Fork, Okla.

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

Witness the following signatures and seals.

Witness: Theodore F. Berryhill, (seal)

Acknowledgment.

State of Oklahoma, Tulsa County SS.

Before me F.O. Brown, a Notary Public in and for said county and state on this 6th day of June 1910, personally appeared Theodore F. Berryhill and to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year above written.

(seal) F.O. Brown, Notary Public.

My commission expires 2/21/1911.

Filed for record at Tulsa, Okla June 10, 1910 at 11:55 o'clock A M.

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