

3rd.- To pay to first party for gas produced from any well and used off the premises at the rate of \$25 per year for the time during which such gas shall be used, said payments to be made each three months in advance.

That party of the second part agrees to complete a well on said premises within five years from date hereof, or pay at the rate of \$50. in advance for each additional year such completion is delayed from the time above mentioned for the completion of such well until the 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.

When requested by party of the first part, the second party shall bury all pipe lines below plow 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 all damages caused to by him to growing crops on said land.

The party of the second part shall have the right at the termination of this lease to remove all machinery and fixtures placed on said premises either for mining of coal or for oil and gas. All payments which may fall due under this lease may be made direct to P.H. Ramsey, or deposited to his credit in the bank of Commerce of Tulsa, Oklahoma.

It is also agreed by the parties to this lease that the party of the second part has exclusive right and privilege to operate and mine for coal and asphalt the lands hereinafter leased and to place upon said land all necessary tramways and railways, machinery and fixtures that may be necessary for the successful operation for coal and asphalt upon said premises.

Party of the second part agrees to pay first party for coal and asphalt mined from said land the sum of five (5) cents per ton.

The cancellation or forfeiture of the oil and gas mining lease herein given shall not work a forfeiture of the coal mining lease herein given. The party of the second part agrees to commence operation for the mining of coal on said described premises within five years from date hereof, or pay an advance royalty of ten dollars (\$10) per annum for each year that such operation is delayed.

The party of the second part his heirs executors, administrators, successors and assigns, shall have the right at any time on payment of \$1.00 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.

J.S. B Cook

P. H. Ramsey