

Fifth. The lessee agrees not to drill any wells within 200 feet of any buildings on said premises without the written consent of the lessor.

It is further agreed that in the event a well is not completed within two years from date hereof this lease shall be and become null and void and the lessee will in that event execute and file for record a written release hereof with the Register of Deeds of Tulsa County, Oklahoma.

Furthermore, the lessor hereby release and wave all rights under and by virtue of the homestead exemption laws of this state at they may affect said premises.

Also that the lessee his heirs or assigns, shall have the right at any time on payment of One Dollar to the lessor, its 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. And all money accruing to lessor under this contract may be paid by check or cash direct to any one of the lessor or mailed to Lynde-Bowman Darby Company, Muskogee, Oklahoma, or payment may be made through First National Bank Muskogee Oklahoma.

It is agreed that all the terms and conditions hereof shall extend and apply to the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties, have hereunto set their hands and seals this day and year first above written. *Lynde-Bowman-Darby Company*

(Corp Seal)

By C. F. Lynde, Pt.
J.F. Darby, Sec.

Signed, sealed and delivered in the presence of.

W.S. Bailey.

State of Oklahoma, Muskogee county SS.

Before me, J.D. Simms, a Notary Public, in and for said county and State aforesaid on this 5th day of July 1910, personally appeared J.F. Darby to me well known to be the identical person who executed the within and foregoing instrument, who being by me duly sworn, did say that he is the Secretary of Lynde-Bowman-Darby Company, a corporation, and that the seal affixed to the within and foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said J.F. Darby duly acknowledged that he had in his said official capacity executed the foregoing instrument as the act and deed of said company for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and official seal the day and year last above written.

(seal)

J.D. Simms, Notary Public.

My commission expires March 7, 1913.

Tulsa, Okla. June 8th, 1910.

For and in consideration of the sum of One dollar and other good and valuable considerations, I hereby sell, assign, transfer and set over an undivided one third interest in the within lease contract to A. J. Taylor an undivided one third interest in the within lease contract to F.E. Glenn.

W. S. Bailey.