

further rentals shall cease. In event a dry hole is drilled on said Premises this lease shall remain in force for a period of one year from the date of the completion of the said dry hole, and if the second parties desire to continue the lease in force after the expiration of the said one year, they shall then pay an annual rental of One Dollar per acre until oil or gas is produced.

3rd. The Party of the first Part shall have the right to use, free of cost, gas oil and water produced on said land for his operation thereon, except water from wells of said first Party. When requested by first Party, the second Party shall bury his pipe lines below flow depth. No well shall be drilled nearer than 300 feet to the house or barn on said Premises.

Second Party shall pay for damages caused by operations 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.

The Party of the second Part shall not be bound by any change of the ownership of said land until duly notified of any change, either by notice in writing duly signed by the Parties to the instrument of conveyance, or by the receipt of the original instrument of conveyance or a duly certified copy thereof.

All payments which may fall due under this lease may be made directly to the lessor or deposited to their credit in First National Bank of Tulsa, Okla.

The Party of the second Part, his heirs, successors or assigns shall have the right at any time, on the payment of one (\$1.00) Dollar to the Party of the first Part, their 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. Provided, this surrender clause and the option therein reserved to the lessee shall cease and become absolutely inoperative immediately and concurrently with the institution of any suit in any court of law or equity by the lessee to enforce this lease or any of its terms, or to recover possession of the leased land, or any part thereof, against or from the lessor, their heirs, executors, administrators, successors or assigns, or any other person or persons.

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

Witness the following signatures and seals.

Hiram E. Ellingwood

Chas L. Brown

C. M. Van Pelt

State of Oklahoma, county of Tulsa, SS.

On this 6th day of January, 1911, before me, the undersigned, a notary public, within and for the county and state aforesaid, personally appeared Hiram E. Ellingwood C. M. Van Pelt and to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.

(SEAL)

John H. Berry, notary public.

My commission expires July 29th 1910.

State of Texas, county of Tarrant, SS.

On this Jan 11, day of 1911, before me, the undersigned a notary public, within and for the county and state aforesaid, personally appeared C. L. Brown, 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