

No. 2949

Oil and Gas Lease

D. M.
P. M.
L.
C. L.
C. D.
C. L.

This Agreement made and entered into this the 25th day of February, A.D. 1907, by and between Shamrock Oil, Gas and Land Company of Lima, Indian Territory, party of the first part, and William P. Thompson of Bradford, Pennsylvania, party of the second part,

Witnesseth: That said party of the second part hereby agree to drill one well within ninety days from date hereof and complete the same within said time, on the (S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section Twenty-eight (28), Township Twenty-one (21) North, Range Thirteen (13) East, for oil and gas, and if oil and gas is found in paying quantities, the party of the second part hereby agrees to proceed to develop to the fullest extent said tract of land above described for oil and gas, and to protect the line against encroachment or drainage by the drilling of wells for oil and gas on adjacent lands; and if said first well is not completed within ninety days from the date hereof, that the failure to complete the same will operate as forfeiture of all claims of party of the second part under the terms of this lease; and that the party of the second part will yield and pay to the party of the first part 25% of all oil delivered to the pipelines, free of charge and expense to the party of the first part; said rights to continue during the term of fifteen (15) years from the date hereof; and expiring the 24th day of February, 1922, subject only to the terms of forfeiture as above set out.

That said party of the second part hereby agrees to enter upon and drill at his own proper cost, without any expense to the party of the first part, sufficient number of wells to the full development of said lands for oil and gas, and equip the wells so as to make them complete in every detail, and will make all arrangements for the marketing of the oil and gas and be at the full expense therefor; and that party of the first part shall retain 25% of all oil and gas produced on said tract of land, pipe-line run free of expense to it.

That the parties hereto hereby agree to sign all proper division orders required by the pipe-line companies.

If oil or gas be found on these premises, all rights, benefits and obligations secured hereby shall continue so long as they can be secured in paying quantities, not exceeding the period of fifteen (15) years from the 25th day of February, A.D. 1907; or if in the event oil or gas is not found in paying quantities in the first well drilled upon said tract of land, then party of the second part, at his option within ninety days, shall surrender the right to drill further upon said tract of land to party of the first part, who may at once take charge of the same and proceed to develop the same, less the five-acre tract upon which said well has been drilled by the party of the second part; and this provision is expressly understood to apply to each and every well drilled upon the above described lands.

If gas be found in any well or wells, the party of the first part is to have