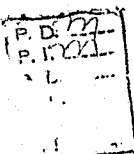


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Vol. 2991



Lynde Bauman-Darby Co.

To

Oil & Gas Lease.

Minishall Oil & Gas Co.

This Agreement, made and entered into this 28th day of February, 1907, by and between Lynde Bauman-Darby Company, a Corporation of Muskogee, Indian Territory, hereinafter referred to as party of the first part, and Minishall Oil & Gas Company, a Corporation, with its head offices at Tulsa, Indian Territory, hereinafter referred to as party of the second part,

Witnesseth: - That said party of the first part for and in consideration of the sum of One Hundred (\$100.00) Dollars, in hand well and truly paid by the party of the second part, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, on the part of the party of the second part to be kept, paid and performed, has leased and by these presents does hereby lease unto the party of the second part, its heirs or successors, for the sole and only purpose of mining and operating for oil and gas, laying pipe lines, constructing tanks, buildings and other structures thereon, to take care of said products, all of that certain tract, or parcel of land lying and being situate in the Western District, Creek Nation, Indian Territory, described as follows, to-wit: -

North Half of Southeast Quarter of Section Nine (9), and the Northwest Quarter of the Southwest Quarter, and the East Half of the Northeast Quarter of Southwest Quarter of Section Ten (10), all in Township Eighteen (18) North, Range Thirteen (13) East, of Indian Base and Meridian, containing 140 acres, more or less, and hereby releasing and waiving all right under and by virtue of the homestead and exemption laws of the Indian Territory, for a period of ten years from date hereof, and so much longer thereafter as oil and gas, or either of them, shall be produced from said premises by the party of the second part, its heirs or successors, subject, however, to the following conditions: -

In case no well is completed within 8 months from date hereof, then this lease shall become null and void.

For the purpose of this lease, a well that produces not more than 10 barrels of oil in each 24 hours, when the well is brought in, or so little gas in each 24 hours when the well is brought in, that it is pegged and the casing drawn, shall be considered a dry hole.

A well that produces 11 barrels or more of oil in each 24 hours when the well is brought in, or a well that produces sufficient gas in each 24 hours to warrant the tubing of the same, shall be considered a producing oil or gas well, as the case may be.