No. 361.

Tulsa Investment Company,
To
Tulsa Gas Company

Oil and Gas Lease.

P.D.
P.I.
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C.L.
C.D.
C.I.

Agreement, Made this 31st day of May A.D. 1906, between Tulsa Investment Company a corporation organized under the laws of Oklahoma, lessor and Tulsa Gas Company of Tulsa, Ind. Ter., Lessee.

Witnesseth: That said lessor in consideration of the sum of One Dollar to it in hand paid by the lessee, the receipt of which is hereby acknowledged and of the covenants hereinafter set forth to be kept, paid and performed by the lessee, has leased and let and by these presence do grant, lease and let unto the said lessee, his heirs and assigns, all of the oil, gas and coal in and under the following described tract of land situated in the County of Creek Nation and Indian Territory, to-wit: South Half (1/2) of the North East Quarter (1/4) Sec twenty nine, Twp Ninteen, Range thirteen, acres 80 and North East Quarter (1/4) of North East Quarter (1/4) Sec twenty nine, Twp Ninteen, Range thirteen, Acres 40 and containing in all one hundred & twenty acres.

To Have And To Hold the same for the term of ten years from this date, and as much longer as oil, gas or either of them shall be produced from said land by the lessee; together with such rights of way and privileges on said land as may be necessary for the purpose of operating for, producing and removing said oil, gas including the right to use water either from natural streams or from water wells which the lessee may drill thereon; the right to lay and use lines of pipe for conveying oil, gas and water; the right to erect and operate such tanks, pumps, derricks, power stations, shackle line and other appliances as may be required for said purposes, and the right to remove at any time while this lease remains in force and during three months after its termination, all property, appliances and material which may be placed on said land by the lessee.

The lessee agrees to yield and to pay to the lessor the one eighth part or share of all the oil which he may obtain and save from said land which share shall be delivered to the lessor from the lessee's tanks at the wells, or for the lessor credit to such pipe line company as may connect its lines with said tanks, and pay for the gas from each well which shall not produce oil in paying quantities, but produce gas in marketable quantities, a royalty of $37.50 each three months in advance while said gas shall be sold by the lessee.

For the purpose of drilling and operating on said land, the lessee shall have the right to use free of royalty, so much gas, oil or coal as may be necessary. The lessor may, if any well or wells on said premises produce sufficient gas, have gas free for domestic purposes; but the use of said gas shall be at the risk of the lessor and the lessor shall furnish and put in place all pipe and fittings necessary to connect with the wells.

No well shall be drilled within 300 feet of the buildings now on said land, except by mutual consent of the lessor and the lessee.

It is Further Provided, between the lessor and the lessee, That this lease shall become null and void unless a well shall be completed, unavoidable delay or accident excepted, within six months from the date hereof, and the completion of such well, productive or otherwise shall vest in lessee during the remainder of the term of this lease, rental free, the grant hereunder including the exclusive right to make such other and further search for oil, gas as lessee may desire.

All royalties, delay rentals and other payments which may fall due under this lease shall be paid direct to the Tulsa Investment Co. or be deposited to its credit in the Standard Banking and Trust Co. of Tulsa, Ind. Ter. If oil or gas is not found in paying quantities within eighteen (18) months from this date then this lease shall become null and void.