No. 875.

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

P. A. Fox and Wife,
To
Minshall Oil & Gas Co.

} Oil and Gas Mining Lease.

This Agreement, made and entered into this 29 day of Aug, 1906, by and between P. A. Fox and Cora Fox his wife of Broken Arrow party of the first part, and Minshall Oil and Gas Co of Tulsa, I.T., party of the second part:

Witnesseth:- That the party of the first part, for and in consideration of One Dollar dollars to him in hand paid by the party of the second part, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained on the part of said party of the second part, to be paid, kept and performed, have granted, demised, leased and let and by these presents do grant, demise, lease and let unto said party of the second part its successors heirs or assigns, for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, building tanks, stations and structures thereon to take care of said products, with the right of going in upon, over and across said land for the purpose of operating the same, for the term of fifteen years from the date hereof and as much longer as oil and gas or either of them is produced therefrom in paying quantities, all of the following described land situate in Creek Nation, I.T., to-wit:- The N.E 1/4 of the SE 1/4 of Sec Two (2) Township 18 Range 13 and The SW 1/4 of the SW 1/4 of Sec one (1) Township 18 Range 13 Sec 102 T18N, R13E, of the Indian Meridian, and being a part of the land conveyed to P. A. Fox by Note Skidmore by deed dated — recorded at — in Record Book — Page —

In consideration of the premises the said party of the second part, covenants and agrees:

1st- To deliver to the credit of P. A. Fox, or other party duly authorized as agent for party of the first part His heirs or assigns, free of cost in the pipeline to which the party of the second part may connect its wells, the equal one eight part of all oil produced and saved from the leased premises, and

2nd- To pay to P. A. Fox or any other person duly authorized as agent for party of the first part, His heirs or assigns 150.00 Dollars per year for each and every gas well drilled upon the said premises, the product from which is marketed and sold off the premises, said payment to be made on each well within thirty days after commencing to use the gas therefrom, as aforesaid, and to be paid yearly thereafter while the gas from said well is used.

And furthermore said party of the second part agrees to complete a well upon the above described premises within six months from the date thereof but it is expressly understood and agreed that should said party of the second part fail or neglect to complete a well within the time above stipulated for completing said well, then it shall pay or cause to be paid as rental to said P. A. Fox, or any other person duly authorized as agent for part of the first part, or shall deposit to their credit in First Nat Bank of Broken Arrow the sum of 340.00 Dollars in advance for each year such completion is delayed until a well shall be completed, and it is agreed that the completion of said well shall be and operate as a full liquidation of all rentals during the term of this lease.

First party to fully use and enjoy said premises for farming purposes except such parts as may be used by the party of the second part for the purpose aforesaid, second party agreeing to to locate all wells so as to interfere as little as possible with the cultivated portions of the tract. Should any growing crops be destroyed by parties of second part or his agents Party of the first part shall be fully Recompensed for same.