shall have the right to operate for oil if found above the twelve-hundred-foot sand, but first party shall not drill to a greater depth unless they be given specific consent in writing by the second party.

It is further mutually agreed that as a further consideration to be paid first party for the above grant is the payment to them by second party, its successors or assigns, the sum of Fifty ($50.00) Dollars annually per well for each and every well drilled on said premises which shall prove to be a paying gas well when and while gas is not used therefrom, and One Hundred and fifty ($150.00) Dollars annually for each and every one of such gas wells when used off said premises; And it is further agreed, that in event gas is obtained on said premises that first party shall have sufficient gas for use in drilling upon said lands, in case second party consent thereto, and also for drilling within a radius not exceeding two (2) miles, Provided, that nothing herein shall require second party to furnish gas except it be in excess of what is needed and required by said second party.

It is further mutually agreed, that inasmuch as there is a mortgage upon said premises, that second party, its successors or assigns shall be kept fully informed by writing as to the payments of interest, principal and any other moneys due thereon, to the end that it may, in order to protect its grant as herein made, and this shall be said second party's sufficient authority for so doing, pay off or fully satisfy the same, either in whole or in part, but nothing herein shall be construed as obligating it so to do.

It is further mutually agreed that the said second party, its successors or assigns, may, at any time, by paying up in full all money payments that may by the terms hereof be due for any leasehold year, surrender, assign or reconvey this grant and all its rights herein, and remove any and all of its property therefrom, and in any such event its obligations hereunder shall cease and be determined.

It is further mutually agreed that a deposit to the credit of first party, their heirs, successors or assigns in the ownership of said lands in the —— Bank of —— on account of any of the money payments herein provided for shall be deemed and treated as a payment hereunder; And the obligations, terms and conditions hereof and in this contract hereto, their and each of their respective successors and assigns, heirs, administrators or executors.

Witness our hands, this 19th day of November 1906.

Frank O. Giddings,
First party

The Tulsa Fuel and Manufacturing Company,
By C. A. H. de Saulles, Vice Pres.
Second Party.

(Corporate Seal)