

## -----: OIL AND GAS MINING LEASE :-----

THIS INDENTURE OF LEASE made and entered into on this the 10th day of September 1908 by and between Shamrock Oil Gas and Land Company, of Vinita Oklahoma, party of the first part, hereinafter designated as the lessor and C.E. Duffield and D. Vensel both of Tulsa Oklahoma, parties of the second part, hereinafter designated as lessees:

WITNESSETH: That the lessee hereby agree to begin drilling operation within sixty days from the date hereof on the (S/2 of SE/4 of NW/4 and SE/4 of SW/4 of NW/4 of Section 28 Township 21 North range 13 East (less five acres described as follows The SE 1/4 of the SE 1/4 of the SW 1/4 of the NW 1/4 and the SW 1/4 of the SW 1/4 of the SE 1/4 of the NW 1/4 of Sec 28 Township 21 North Range 13 East on which William P Thompson of Bradford Pennsylvania has a lease and the lessees hereby agree to continuously drill to completion of development of the said tract of land above described, provided the oil can be sold and to protect the lines against encroachment or drainage by the drilling of wells for oil and gas on adjacent lands; and if the said lessees do not begin drilling operations within sixty days from the date hereof, it is agreed that the failure so to do will operate as a forfeiture of all claims of the lessees under the terms of this lease; and that the lessees will yield and pay to lessor twenty-five (25) per cent of all oil delivered to the pipe lines until four wells are brought in, and after ~~four~~ the fourth well is brought in twenty (20) per cent of all oil delivered to the pipe lines from the entire lease, free of charge and expense to the lessor said rights to continue as long as oil and gas are found in paying quantities on said lease, subject only to the terms of forfeiture herein before set forth out; and that the lessees hereby agree to pay the lessor the sum of ~~One Hundred and fifty~~ (\$ 150) Dollars per annum per well in case gas is sold off of said lease.

It is further agreed that the lessees will enter upon and drill at their own expense and cost, without any expense to the lessor, a sufficient number of wells to insure the full development of said lands for oil and gas and the lessees agree to equip the wells so as to make them complete in every detail, and make all arrangements for the marketing of the oil and gas and be at full expense therefor; and that the lessor shall retain twenty-five (25) per cent of all oil produced on said tract of land until four wells are brought in, and after the fourth well is brought in twenty (20) per cent of all oil produced on said tract of land; pipe line run free of expense to lessor; and the parties hereby agree to sign all division orders required by the pipe line company; and the lessees hereby agree to surrender by articles of release all their right and interest in the said tract of land if drilling operations are not commenced within sixty days as herein before provided and it is hereby understood by the parties that this provision of release is to apply to each and every portion of the said described tract of land.

That the said lessees shall have the right to use oil and gas from any wells drilled on the above described tract for the purposes of drilling other wells upon said lease and operating the same; that the said lessees upon the expiration of this lease, or the forfeiture of the same, shall leave and not remove any buildings or improvements erected thereon, during said term by the lessees, but said buildings and improvements shall remain a part of the consideration for this contract of lease, *said land and become the property of the lessor at the part of*