

and as much longer as oil or gas is found in paying quantities thereon.

THE ABOVE GRANT IS MADE UPON THE FOLLOWING TERMS:

1. The lessee agrees to commence operations upon said premises within twelve months from this date or thereafter to pay to the lessor an annual rental of One Dollar per acre, in advance for further delay until operations are commenced. Said rentals to be deposited to the credit of the lessor in First National Bank of Collinsville, Okla, or to be paid direct to the said lessor, and a failure to commence ^{such} operations or to pay ^{said} rental shall render this lease null and void and neither party hereto shall be held to any accrued liability or to any damages or be liable upon any stipulations or conditions herein contained.

2. If oil be found in paying quantities upon said premises the lessee agrees to deliver to lessor in the pipe line with which he may connect the well or wells the one eighth part of all the oil produced and saved from said premises.

3. The lessee agrees to pay in annual payments at the end of each year One Hundred Fifty Dollars (\$150.00) on each gas producing well, where the capacity is tested at ten million cubic feet or less per day of twenty four hours, and where the capacity is more than ten million cubic feet per day Twenty Dollars (\$20.00) for each additional million cubic feet or major fraction thereof, if gas is transported or used off ^{the} leased premises. The lessor to have ^{the} free use of gas at the wells for domestic purposes in her residence on these premises.

4. The lessor shall have the right to use said premises for farming purposes except such part thereof as may be reasonably necessary for said mining operations. As a further consideration for this lease and for the purpose of testing this allotment the lessee agrees to begin drilling operations upon the allotment of William M. Herberger in this section within six months from this date.

5. The lessee shall have the right to use oil or gas from the wells on this lease for the purpose of operating said wells, and wells (for test purposes) owned by lessee on other farms.

6. The lessee shall pay all damages to growing crops caused by aforesaid operations.

7. No wells shall be drilled nearer than 200 feet to the buildings on said premises, except by consent of the lessor.

8. The lessee shall have the right to erect maintain, operate and remove all necessary pipes, pipe lines, steam, water, gas and shackle lines connecting with like lines to and from adjoining lands controlled by the lessee.

9. The lessee may at any time upon the payment of one dollar to the lessor, or depositing to her credit in the Bank aforesaid, remove all its property and reconvey the lessor or her assigns, the premises hereby granted and thereupon this instrument shall become null and void and end without further proceedings.

IT IS UNDERSTOOD between the parties to this agreement that all conditions and covenants between the parties hereto shall extend to and be binding upon their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals the day and year first above written.

WITNESSES TO Execution by lessor:

James Brown, P.O. Collinsville, Ok.

John Christie, P.O. Collinsville, Ok.

Witness to execution by lessee:

J. M. L. Robinson, Chanute, Kan.

H. N. Grers, P. O. Chanute, Kan. ACKNOWLEDGMENT.

STATE OF OKLAHOMA, COUNTY OF TULSA.) SS.

Anna B. Herberger

The Royal Investment Company (CORPORATE SEAL)

By J. F. McCaudle, President.

Attest: J. H. Middleton, Secretary.

Before me, John D. Wakely, a Notary Public in and for said County and State, on this 24