

TO HAVE AND TO HOLD the said premises for the term of two years from the date hereof, 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 party of the second part agrees to commence operations upon said premises within 12 months from this date, or thereafter to pay to first party and annual rental of One Hundred and Sixty Dollars, in advance for further delay, until operations are commenced; said rental to be deposited to the credit of the party of the first part in ---Bank of)----- or to be paid direct to said first party; 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 <sup>therefor</sup> under any stipulations or conditions herein contained.

2. If oil be found in paying quantities upon said premises, the second party agrees to deliver to first party, in the pipe line with which he may connect the well or wells, the 1/8 part of all <sup>the</sup> oil produced or saved from said premises.

3. The party of the second part agrees to pay in yearly payments at the end of each year One Hundred and Fifty \$150.00 Dollars, on each gas producing well, from which gas is transported or used off the leased premises, the said payment to be made direct to the first party or deposited to his credit in the Bank aforesaid.

4. The party of the first part shall have the right to use said premises for farming purposes, except such parts thereof as may be necessary for said mining operations.

5. The party of the second part shall have the right to use casing head gas from the wells on this lease for the purpose of operating said wells and wells owned by second party.

6. The second party shall pay all damages to growing crops caused by the aforesaid operations.

7. No well shall be drilled nearer than three Hundred feet to the buildings on said premises.

8. The Second party, <sup>may</sup> at any time, remove all his property and re-convey the party of the first part, or his assigns, the premises hereby granted, and thereupon this instrument shall become null and void.

9. The Second party 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 second party.

IT IS UNDER STOOD between the parties to this agreement that all conditions between the parties hereto shall extend to 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.

Signed, sealed and delivered Arthur R. Perryman (SEAL)  
in the presence of:.....

#### ACKNOWLEDGEMENT.

STATE OF OKLAHOMA, TULSA COUNTY. SS.

Before me, Sam'l. P. McBirney, a Notary Public in and for said County and State on this 11th day of March, 1909, personally appeared Arthur R. Perryman, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and seal as such Notary Public, on the day last above mentioned.

(SEAL) My commission expires June 11, 1910.  
Sam'l. P. McBirney, Notary Public.

Filed for record at Tulsa, Okla., Mar. 11, 1909. at 1.30 P. M.

H. C. Walkley, Register of Deeds (SEAL)