

COMPARED

OIL AND GAS LEASE.

THIS AGREEMENT, Made this 2nd, day of January, A. D. 1909, by and between Flem Justus, as guardian of William R. Justus, a minor of Tahlequah, Okla., of the first part, and the Pearl Oil and Investment Company, of Collinsville, Okla., of the second part.

WITNESSETH: That the said party of the first part, for One Dollar and other valuable considerations, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and agreements hereinafter mentioned, has granted, demised, leased and let unto the party of the second part, its successors, heirs and assigns, all of the oil and gas in and under that certain tract of land hereinafter described, and also the said tract of land for the purpose and with the exclusive right of drilling and operating for said oil and gas which said tract of land is situated in the County of Tulsa, State of Oklahoma and described as follows, to wit:

The North Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Twenty Four (24) Township Twenty Two (22) North, Range Thirteen (13) East, containing Eighty acres more or less, But no well shall be drilled within One Hundred feet of the present buildings, except by consent of both parties.

The party of the first part grants the further privilege to the party of the second part its successors, heirs and assigns of using sufficient gas, oil and water from the premises necessary to the operations thereon, and all the rights and privileges necessary or convenient for conducting said operations and the transportation of oil and gas, and the right to remove at any time ^{any} machinery or fixtures placed on the premises by said lessee.

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors, heirs and assigns, with the right to sublet and subdivide, for the term of the minority of William R. Justus, a minor, ending on the 26th, day of Oct. 1922, years from the date hereof, and as long thereafter as oil or gas is ^{being} produced therefrom by said lessee.

In consideration whereof, the said party of the second part agrees to deliver to the party of the first part in tanks or in pipe lines the ^{one-eighth} part of all oil produced and saved from the leased premises, and should gas be found in paying quantities, second party agrees to pay \$150.00 for each producing and utilized gas well and \$50.00 for each non-utilized gas well yearly, in advance for the product from each gas well, while the same is being sold off the premises, and the first party shall have free use of gas for domestic purposes by making his own connections for such gas at the well at his own risk and expense.

Second part agrees to locate all wells so as to interfere as little as possible with the cultivated portions of the premises and to pay for all damages ~~done~~ to growing crops caused by said operations.

Provided, however, ^{that} if a well is not completed ^{on said premises} within six months from the date hereon, then this lease and agreement shall be null and void, unless the party of the second part, within each and every year after the expiration of the time above mentioned for the completion of a well, shall pay a rental of one dollar per acre in advance until a well is completed thereon, or until this lease is cancelled as hereinafter provided. And it is agreed that at the completion of a well shall be and operate as a full liquidation of all rental under this provision during the remainder of the term of this lease. All rentals and other payments may be made direct to the party of the first part, or may be deposited to his credit at Oklahoma State Bank of Tahlequah, Okla. And a failure on the part of the second party to comply with the terms of this covenant, by either commencing a well within the time aforesaid or paying said rental, shall render this lease and agreement null and void, and not to remain or be continued in force or be revived without the consent of both parties in writing, and all rights, claims and demands of any kind or nature, of any and all parties hereunder shall thereupon